NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
Commissioners Courtroom
710 S. Main Street, Georgetown
November 19, 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 –)

3. Discuss, consider and take appropriate action on a line item transfer for Human Resources.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0402.004100	Professional Services	$1,180.00
To	0100.0402.005750	Office Furniture	$1,180.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0492.004100	Professional Services	$6,185.00
To	0100.0492.001110	Overtime	$5,000.00
To	0100.0492.002010	FICA	$382.50
To	0100.0492.002020	Retirement	$802.50

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

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

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

8. Discuss, consider, and take appropriate action to approve Justice of the Peace Precinct 2 October 2024 Monthly Report in compliance with Code of Criminal Procedure 103.005.

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

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

11. Discuss, consider, and take appropriate action on acknowledging continuing education certificates and transcript for Commissioner Terry Cook.

12. Discuss, consider and take appropriate action authorizing the County Judge to execute the General and No Litigation Certificate of Williamson County relating to the Capital Area Housing Finance Corporation's issuance of its tax-exempt obligations for Blanco Basin project.

13. Discuss, consider and take appropriate action authorizing the County Judge to execute the General and No Litigation Certificate of Williamson County relating to the Capital Area Housing Finance Corporation's issuance of its tax-exempt obligations for Riverstone Apartments project.

14. Discuss, consider and take appropriate action authorizing the County Judge to execute the General and No Litigation Certificate of Williamson County relating to the Capital Area Housing Finance Corporation's issuance of its tax-exempt obligations for Maxwell Hwy 21 project.

15. Discuss, consider and take appropriate action on approving the addendum to the current Master Service Contract between Williamson County and Rock Collision Center LLC. for repairs to thirty-seven (37) county vehicles damaged by hail with a not-to-exceed amount of $144,650.72,]to extend the project completion date three (3) more weeks, and authorizing the execution of the agreement.

16. Discuss, consider, and take appropriate action to accept a donation of 100 HON Desks and cubicles from Khoros, LLC.

17. Discuss, consider, and take appropriate action on approving the execution of the software service amendment #202570 between Williamson County and Tyler Technologies, Inc. for the CloudGavel's eWarrent Solutions software, pursuant to Sourcewell contract #090320-TTI., extending the existing agreement of the pilot term of the original agreement from September 30, 2024, to December 31, 2024.

18. Consider and take appropriate action on approving annual purchase #202560 between Williamson County and Mobile Wireless LLC, in the amount of $82,180.75 for NetMotion Support for Public Safety VPN, per the terms of DIR Contract #DIR-CPO-4723.

19. Discuss, consider, and take appropriate action on approving a Quote for Soccer Goals for Southwest Regional Park between Williamson County and Pioneer Athletics in the amount of $133,800.00 per BuyBoard Contract #665-22.

20. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for Berry Springs Interpretive Exhibits for Berry Springs Park, under RFSQ #25RFSQ8.

21. Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Shadow Cats for off duty contracting of County Sheriff Deputies to be effective November 19, 2024. (General security and traffic control at 17 Lake Dr. Round Rock)

22. Discuss, consider, and take appropriate action on awarding RFSQ #24RFSQ53 to Kasberg, Patrick & Associates, LP, for Southwest Regional Park Drainage Improvements, in the amount of Twenty-Seven Thousand, Six Hundred Seventy-Five Dollars ($27,675.00) and authorize execution of the agreement. The funding source is P650

23. Discuss, consider, and take appropriate action on awarding RFSQ #24RFSQ53 to Kasberg, Patrick & Associates, LP, for Lake Creek Trail Bridge Repair, in the amount of Twenty-Eight Thousand, Two Hundred Twenty-Five Dollars ($28,225.00) and authorize execution of the agreement. The funding source is P655

24. Discuss, consider, and take appropriate action on awarding RFSQ #24RFSQ53 to Kasberg, Patrick & Associates, LP, for Brushy Creek Regional Trail Drainage Correction, in the amount of Forty-Eight Thousand, Eight Hundred Dollars ($48,800.00) and authorize execution of the agreement. The funding source is P649

25. Discuss, consider, and take appropriate action on approving the Agreement for Construction Services through 23RFP11 Electrical Infrastructure Maintenance and Installation Services with Allied Electric Services, Inc. for Williamson County Central Justice Center Exterior Lighting, in the amount of Sixty Thousand Six Hundred Twenty-Two Dollars and 14/100 ($60,622.14) and authorize execution of the agreement.

26. Discuss, consider, and take appropriate action on authorizing the purchase and construction contract #202561 between The Brandt Company, LLC and Williamson County for Justice Center North Boiler Replacements, in the amount of Sixty-Five Thousand, Six Hundred Forty-Three Dollars ($65,643.00), pursuant to Choice Partners – Contract Number #CSP -22-049MF and execution of the agreement.

27. Discuss, consider, and take appropriate action on authorizing the construction contract #202567 between The Brandt Company, LLC and Williamson County for Jail North Rooftop Toilet Exhaust Fan Replacement, in the amount of Forty-Three Thousand Seven Hundred Twenty-Three and No/100 Dollars ($43,723.00), pursuant to Choice Partners – Contract Number #CSP -22-049MF and execution of the agreement.

28. Discuss, consider, and take appropriate action on authorizing the purchase and construction contract #202568 between The Brandt Company, LLC and Williamson County for Jail North HVAC Coil Replacement, in the amount of Seventy-Eight Thousand, Eight Hundred Fifty-Six and Eighty-Two/100 Dollars ($78,856.82), pursuant to Choice Partners – Contract Number #CSP -22-049MF and execution of the agreement.

29. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for Twin Lakes Park Parking Lot Project, under RFSQ #25RFSQ10. The funding source is P654

30. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for CR 255 Realignment Project for Bonds/HNTB, under IFB #25IFB9.

31. Discuss, consider and take appropriate action on Change Order No 2 to contract number 24IFB29 in the amount of -$30,975.67 for CR 283 Foam Asphalt Stabilization Roadway and Drainage Improvements. Funding source: 01.0200.0210.003599.

32. Discuss, consider and take appropriate action on Change Order No 1 to contract number 24IFB6 for SJ&J Construction LLC in the amount of $4,632.50 for Cross Culvert Replacements FY 2024. Funding Source: 01.0200.0210.003599.

33. Discuss, consider and take appropriate action on the appointment of Robert B. Daigh, P.E. as Williamson County's Primary Voting Member and Adam Boatright, P.E. as Williamson County's Alternate Voting Member to the Campo Technical Advisory Committee.

34. Discuss, consider and take appropriate action on the appointment of Matthew Rector, Sr., P.E. as Williamson County's Campo Primary Voting Member and Scott Dunlop as Williamson County's Alternate Voting Member to the Campo Technical Advisory Committee Smaller Cities.

35. Discuss, consider, and take appropriate action on approving the submission of a formal protest/request for a contested case hearing and written comments, information and recommendations by legal counsel for Williamson County to the Texas Commission on Environmental Quality relating to a petition for the creation of Williamson County MUD No. 60.

36. Discuss, consider and take appropriate action on approval of the final plat for the Lariat Section 11 subdivision – Precinct 2.

37. Discuss, consider and take appropriate action on approval for the replat for the Brushy Bend Park, Lot 92 subdivision – Precinct 3.

38. Discuss, consider and take appropriate action on approval of the final plat for the Rancho Del Cielo Phase 4 subdivision – Precinct 4.

39. Discuss, consider and take appropriate action on approval of the preliminary plat for the Taylor Meadows subdivision – Precinct 4.

40. Discuss, consider and take appropriate action acknowledging a correction to the agenda language on a Resolution for Condemnation previously approved by the Commissioners Court on 5/21/24 Item # 41 whereas the name referenced on the agenda incorrectly listed the owner as ATC 313 Pro, LLC. The correct name of the owner of the property is ATX 313 Pro, LLC.

REGULAR AGENDA

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

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

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

44. Discuss, consider and take appropriate action on an Interlocal Agreement with the City of Georgetown regarding the governmental participation in the disposition of indigent/abandoned cremains by the County pursuant to Section 711.002 of the State of Texas Health and Safety Code.

45. Discuss, consider and take appropriate action on Proclamation designating December 3, 2024, Tree of Angels Day in Williamson County.

46. Discuss, consider, and take appropriate action on a proclamation and short presentation recognizing November 18-22 as Geography Awareness Week and November 20 as Geographic Information Systems (GIS) Day.

47. Discuss, consider and take appropriate action on a proclamation recognizing November 17-23, 2024 as Election Heroes Appreciation Week.

48. Discuss, consider, and take appropriate action to conduct the local canvass for the General Election held on November 5, 2024.

49. Discuss, consider and take appropriate action on renaming CR 401 (from 800' east of FM 973 to FM973) "YONGIN CITY BLVD"

50. Hear a report and update on the Tennis operations at Southwest Williamson County Regional Park.

51. 9:30 am Conduct public hearing relating to a request from Juvenile Services to transfer the funding for a new part-time position for a Nurse from surplus salary dollars within the department budget and discuss (1) the reason for the funding transfer, including the public purpose that will be served by transferring the funding; and (2) the exact amount of the funding transfer, the sources of the payment, and the terms for distribution of the payment that effect and maintain the public purpose to be served if any excess is needed.

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0576.001100	FT Salaries	46634.90
To	0100.0576.001101	PT Salaries	37700.00
To	0100.0576.002010	FICA	2884.05
To	0100.0576.002020	Retirement	6050.85

53. Discuss, consider and take appropriate action on casting votes for the Williamson Central Appraisal District Board of Directors and authorize execution of the resolution.

54. Discuss, consider and take appropriate action regarding a resolution approving the issuance of New Hope Cultural Education Facilities Finance Corporation Senior Living revenue bonds (Superior Living Foundation Project) Series 2024 to finance the cost of certain facilities for the Superior Living Foundation Project in compliance with Section 147(f) of the Internal Revenue Code (Note: the proposed resolution approving the bonds does not create any liability for Williamson County).

55. Discuss, consider and take action to approve the Sheriff State and Local Forfeiture Budget through December 2024.

56. Discuss, consider and take action to approve the Sheriff Office Federal Forfeiture Budget for November 2024 through December 2024.

57. Discuss, consider, and take appropriate action on Amendment No. 3 to Second County Addendum for Interlocal Agreement on Private Psychiatric Hospital Beds Necessary During Covid-19 with Bluebonnet Trails Community Services (BTCS) for the operation of the Youth Therapeutic Respite Program.

58. Discuss, consider, and take appropriate action on an Amendment to the Subreceipient Agreement Between Williamson and Bluebonnet Trails Community Services for Housing and Prevention of Homelessness.

59. Discuss, consider, and take appropriate action on an agreement with Bluebonnet Trails Community Services (BTCS) for the operation of the Williamson County Jail-Based Competency Restoration Program.

60. Discuss, consider and take appropriate action on an Amendment to Subrecipient Agreement with Yellow House Foundation for the Support of Sobriety & Pandemic Impact Project.

61. Discuss, consider and take appropriate action on Amendment No. 4 to Subrecipient Agreement with the Williamson County Crisis Center, D/B/A Hope Alliance for the Temporary Auxiliary Emergency Shelter Project Funding From: The American Rescue Plan Act (ARPA) (A.L.N. 21.027).

62. Discuss, consider and take appropriate action on approving Agreement #202564 for Scanning and Imaging Services from US Imaging, Inc. pursuant to Harris County Interlocal Agreement (ILA) in the not-to-exceed amount of $250,000.00 and authorizing the execution of the Addendum.

63. Discuss, consider, and take appropriate action on approving the purchase #202563 for the bulk order for FY25 for replacement/budgeted computers and equipment between Dell Technologies, Inc. and Williamson County in the amount of $479,366.59 pursuant to the DIR contract #DIR-TSO-3763.

64. Discuss, consider and take appropriate action on approval of the Amendment which incorporates the FEMA Addendum for the January 1, 2020, McLemore Building Maintenance, Inc Service Agreement.

65. Receive and acknowledge approval of Change Order No.3 from J.T. Vaughn Construction, LLC. for the Jail North Magistrate for time extension only on Change Order to complete elevator installation, which was approved by Williamson County Project Manager, Thomas Crockett, pursuant to the Commissioners Court's prior delegation of change order approval authority pursuant to Loc. Gov't Code Sec. 262.031.

66. Discuss, consider, and take appropriate action on approving the naming of the former TxDOT building, located at 9500 Lake Creek Blvd., Austin, TX 78717 to the Williamson County Lake Creek Annex.

67. Receive and acknowledge approval of Change Order No.1 from Chasco Constructors, Ltd. LLP for the Berry Springs Park Project for site modification, deducts, and adds to the plan quantities. Funding allocated from Line Item #32 "Work Yet To Be Procured." Change Order for Site Modification: demolition, landscape, irrigation, and site furnishings, parking lot paving, entrance paving adjustment, site concrete, building concrete and misc site, which was approved by Williamson County 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.

68. Receive and acknowledge approval of Change Order No.2 from Chasco Constructors, Ltd. LLP for the Berry Springs Park Project for site modification, deducts, and adds to the plan quantities. Funding allocated from Line Item #32 "Work Yet To Be Procured." Change Order for Site Modification: erosion control, site work, ASI #1 paving, ASI #5 building concrete, site concrete, water, wastewater, alternate #1 waterline installation allowance, which was approved by Williamson County 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.

69. Receive and acknowledge approval of Change Order No.3 from Chasco Constructors, Ltd. LLP for the Berry Springs Park Project for time only extension. Change Order for thirty (30) day time extension attributed to ASIs lead-time delays regarding the Lithonia Lighting package, which was approved by Williamson County 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.

70. Receive the November 2024 Construction Summary Report and PowerPoint Presentation

71. Discuss, consider, and take appropriate action to authorize Renewal #1 for contract #23IFB109 for Hauling Services for Husky Trucking LLC for the Road and Bridge Department for the same rates, terms, and conditions as the existing contract from December 12, 2024, through December 11, 2025.

72. Discuss, consider and take appropriate action on allocating $1.373M for the Williamson County Floodplain Project.

73. Discuss, consider, and take appropriate action regarding a Letter of Transfer/Ownership to the Center for Archaeological Studies (CAS), for archaeological collections (records only) obtained as part of the Texas Historical Commission permit process required as part of the Due Diligence Environmental Investigations on the CR 245 Project, a Road Bond Project in Commissioner Pct. 3. Project: P353.

74. Discuss, consider, and take appropriate action regarding an Antiquities Permit Application to the Texas Historical Commission (THC), required as part of the Due Diligence Environmental Investigation on the CR 214 project, a Road Bond project in Commissioner Precinct 2. Project: P345

75. Discuss, consider, and take appropriate action regarding a Letter of Transfer/Ownership to the Center for Archeological Research (CAR), for archaeological collections (records only) obtained as part of the Texas Historical Commission permit process required as part of the Due Diligence Environmental Investigations on the CR 214 Extension Project, a Road Bond Project in Commissioner Pct. 2. Project: P345.

76. Discuss, consider and take appropriate action on a Contract Amendment No. 6 to the Corridor A1 and A2 contract executed March 13, 2017 between Williamson County and Johnson, Mirmiran, & Thompson (JMT) relating to the 2023 Road Bond Program. Project: P392. Fund Source: Road Bonds.

77. Discuss, consider and take appropriate action on a Contract Amendment No. 2 to the SH 195 at Ronald Reagan Boulevard contract executed April 7, 2020 between Williamson County and WGI, Inc. relating to the 2019 Road Bond Program. Project: P358. Fund Source: Road Bonds.

78. Discuss, consider and take appropriate action on a Contract Amendment No. 10 to the Utility Coordination/Relocation Services contract executed July 16, 2019 between Williamson County and Cobb, Fendley & Associates, Inc. relating to the Corridor and Road Bond Programs. Project: On-Call. Fund Source: Corridor & Road Bonds.

79. Discuss, consider and take appropriate action authorizing the county Judge to execute a purchase contract with William Eugene Swanks, Sr. and Amy M. Swanks to purchase the 0.80 AC required for the Corridor J project. Funding Source: LRTP P457

80. Discuss, consider and take appropriate action authorizing the county Judge to execute a purchase contract with Emma L. Lawhon Family Land Partnership to acquire 0.1147 AC required for the CR 110N project. (Parcel 8). Funding Source: TANS P588

81. Discuss, consider and take appropriate action authorizing the county Judge to execute a purchase contract with Charles W. Ashby and Paula L. Ashby to acquire 0.1333 AC required for the CR 110N project. (Parcel 7). Funding Source: TANS P588

82. Discuss, consider and take appropriate action authorizing the county Judge to execute a purchase contract with James David Wolf to acquire 1.084 AC required for the CR 143 project. (Parcel 2). Funding Source: LRTP P457

83. Discuss, consider and take appropriate action on a letter agreement with Lorey Stabeno to acquire 0.1391 AC water and electric easements for Jarrell-Schwertner Water Supply Corporation and Bartlett Electric needed on the CR 314 project. (Parcel 22E and 22EE). Funding Source: Bonds P364

84. Discuss, consider and take appropriate action on 2 claims for moving expenses related to the right of way acquisition on Bagdad Rd. Parcel 16. Funding Source: Road Bonds P343

85. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (2.381acres) required for the construction of CR 110N. (Equity Trust d/b/a Sterling Trust fbo Albert H. Barschmid III / Parcel 3) Funding Source: TANS P588

86. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (1.611acres) required for the construction of CR 143. (Michael Alan Strong, Linda Irvine Strong and Jon P. Strong / Parcel 3) Funding Source: LRTP P457

87. Discuss, consider, and take appropriate action to approve the projects and budgets for the 2025 Capital Improvement Programs, as well as the 2015 Certificate of Obligation, 2013 Park Bond, 2019 Park Bond, and Long Range Transportation (LTP).

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)."

88. 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

89. 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
e) Project Sequioa

90. 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. Litigation:

1. Lawsuits and administrative complaints filed, served and/or received following the Williamson County Commissioners Court agenda submittal deadline
2. 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
3. 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
4. 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
5. 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
6. Cause No. 22-0159-C395; Gary Watsky v. Mike Gleason, et al.; In the 395th District Court of Williamson County, Texas
7. 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
8. Civil Action No. 4:22-cv-00576-P; Kyle Strongin, et al. v. Williamson County, et al.; In the United States District Court for the Northern District of Texas
9. Cause No. 22-1213-C425; Williamson County, Texas v. Ritter Botkin Prime Construction Company, Inc. and Argonaut Insurance Company; In the 425th Judicial District Court of Williamson County, Texas
10. Cause No. 22-1359-C368; Williamson County, Texas v. Ritter, Botkin Prime Construction Company, Inc. and Great American Insurance Company of New York; In the 368th Judicial Court of Williamson County, Texas
11. Cause No. 23-1061-C368; Heather Lorenzen v. Williamson County; In the 368th Judicial District Court of Williamson County, Texas
12. 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
13. 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
14. 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
15. 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
16. 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
17. 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
18. Cause No. 24-1887-C26; Ivory Deon Hornsby v. Williamson County, et al.; In the 26th Judicial District Court of Williamson County, Texas
19. 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
20. Case Number: 1:24-cv-01166 DII; Tettus J. Davis v. Billy Ray Stubblefield, et al; In the United States District Court, Western District of Texas

21. Civil Action No. 1:24-cv-1043-DII; Luis J. Ortiz Hernandez v. Williamson County, Texas; in the United States District Court for the Western District of Texas, Austin Division
22. Cause No. 24-2467-C425; Carlos Turcios, et al. v. Williamson County, et al; In the 425th Judicial District Court of Williamson County, Texas
23. Cause No. 24-2687-C395; Paul Johnson v. Williamson County Tax Office; In the 395th Judicial District Court of Williamson County, Texas

b. Administrative Complaints:

c. 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.

d. 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.
6. Legal discussions relating to social and political expressions in the workplace.
7. Legal matters and requirements relating to Texas Water Development Board (TWDB) funding through the Economically Distressed Areas Program (EDAP) and the Clean Water State Revolving Fund (CWSFR).
8. Legal matters and potential litigation relating to non-profit status of EPCOR/ 130 Regional Water Supply Corporation.
9. Legal matters and requirements relating to Purchasing and Contracting Authority of Counties under Texas Local Government Code Chapter 262.
10. Legal matters and statutory authority of Williamson County regarding budgetary amendments by the Board of Directors of the Williamson Central Appraisal District (Tax Code Sec. 6.06) for purposes of appraisal funding.

91. 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).

92. 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).

REGULAR AGENDA (continued)

93. Discuss, consider and take appropriate action on pending or contemplated litigation, settlement matters and other legal matters, including the following:

a. Litigation:

1. Lawsuits and administrative complaints filed, served and/or received following the Williamson County Commissioners Court agenda submittal deadline
2. 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
3. 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
4. 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
5. 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
6. Cause No. 22-0159-C395; Gary Watsky v. Mike Gleason, et al.; In the 395th District Court of Williamson County, Texas
7. 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
8. Civil Action No. 4:22-cv-00576-P; Kyle Strongin, et al. v. Williamson County, et al.; In the United

States District Court for the Northern District of Texas
9. Cause No. 22-1213-C425; Williamson County, Texas v. Ritter Botkin Prime Construction Company, Inc. and Argonaut Insurance Company; In the 425th Judicial District Court of Williamson County, Texas
10. Cause No. 22-1359-C368; Williamson County, Texas v. Ritter, Botkin Prime Construction Company, Inc. and Great American Insurance Company of New York; In the 368th Judicial Court of Williamson County, Texas
11. Cause No. 23-1061-C368; Heather Lorenzen v. Williamson County; In the 368th Judicial District Court of Williamson County, Texas
12. 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
13. 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
14. 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
15. 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
16. 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
17. 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
18. Cause No. 24-1887-C26; Ivory Deon Hornsby v. Williamson County, et al.; In the 26th Judicial District Court of Williamson County, Texas
19. 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
20. Case Number: 1:24-cv-01166 DII; Tettus J. Davis v. Billy Ray Stubblefield, et al; In the United States District Court, Western District of Texas
21. Civil Action No. 1:24-cv-1043-DII; Luis J. Ortiz Hernandez v. Williamson County, Texas; in the United States District Court for the Western District of Texas, Austin Division
22. Cause No. 24-2467-C425; Carlos Turcios, et al. v. Williamson County, et al; In the 425th Judicial District Court of Williamson County, Texas
23. Cause No. 24-2687-C395; Paul Johnson v. Williamson County Tax Office; In the 395th Judicial District Court of Williamson County, Texas

b. Administrative Complaints:

c. 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.

d. 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.
6. Legal discussions relating to social and political expressions in the workplace.
7. Legal matters and requirements relating to Texas Water Development Board (TWDB) funding through the Economically Distressed Areas Program (EDAP) and the Clean Water State Revolving Fund (CWSFR).
8. Legal matters and potential litigation relating to non-profit status of EPCOR/ 130 Regional Water Supply Corporation.
9. Legal matters and requirements relating to Purchasing and Contracting Authority of Counties under Texas Local Government Code Chapter 262.
10. Legal matters and statutory authority of Williamson County regarding budgetary amendments by the Board of Directors of the Williamson Central Appraisal District (Tax Code Sec. 6.06) for purposes of appraisal funding.

94. 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).

95. Comments from Commissioners.

96. 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 15th day of November 2024 at 3:00 P.M. and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session **3.**

Meeting Date: 11/19/2024

LIT

Submitted For: Rebecca Clemons **Submitted By:** Rebecca Clemons, Commissioners Court

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

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

Background

This moves additional funding for service and keys to increase the purchase order for the lactation pods for the Justice Center.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0402.004100	Professional Services	$1,180.00
To	0100.0402.005750	Office Furniture	$1,180.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	11/14/2024 11:29 AM
Budget Office	Saira Hernandez	11/14/2024 11:50 AM
Form Started By: Rebecca Clemons		Started On: 11/14/2024 10:43 AM
Final Approval Date: 11/14/2024		

Commissioners Court - Regular Session **4.**

Meeting Date: 11/19/2024

Line Item Transfer

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

Department: Elections

Agenda Category: Consent

Information

Agenda Item

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

Background

Transferring funds to cover a shortage in overtime funds.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0492.004100	Professional Services	$6,185.00
To	0100.0492.001110	Overtime	$5,000.00
To	0100.0492.002010	FICA	$382.50
To	0100.0492.002020	Retirement	$802.50

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/14/2024 01:14 PM
Budget Office	Saira Hernandez	11/14/2024 01:23 PM
County Judge Exec Asst.	Becky Pruitt	11/14/2024 01:33 PM
Budget Office	Saira Hernandez	11/14/2024 02:01 PM
Budget Office	Saira Hernandez	11/14/2024 02:03 PM
Form Started By: Bridgette Escobedo		Started On: 11/14/2024 11:37 AM
Final Approval Date: 11/14/2024		

Commissioners Court - Regular Session **5.**

Meeting Date: 11/19/2024

Compensation Items

Submitted By: Kayla Marek, Human Resources

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

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

Background

See attached documentation for details.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Merit Report

Merit LIT

Position Changes

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Allen Frederick	11/13/2024 04:45 PM
County Judge Exec Asst.	Becky Pruitt	11/14/2024 08:11 AM
Form Started By: Kayla Marek		Started On: 11/13/2024 03:28 PM
Final Approval Date: 11/14/2024		

Department	Position	Emp Num	Current Annual Salary	Merit Amt	Merit%	New Annual Salary	Lump-sum Merit	Pay Proposal Reason	Effective Date of Change
Unified Road Systems	Operator II.1559.001100.	16301	$50,161.57	$2,006.45	4.00	$52,168.02	-	MERIT	22-Nov-24
Unified Road Systems	Operator I.1657.001100.	17139	$44,290.00	$1,771.60	4.00	$46,061.60	-	MERIT	22-Nov-24
Human Resources	Compensation Manager.1795.001100.	12844	$85,097.48	$3,403.92	4.00	$88,501.40	-	MERIT	22-Nov-24
Juvenile Services	Counselor Supervisor.1177.001100.	16677	$68,157.44	$2,044.64	3.00	$70,202.08	-	MERIT	22-Nov-24
Elections	Deputy Elections Admin.0766.001100.	16505	$84,567.34	$5,919.68	7.00	$90,487.02	-	MERIT	22-Nov-24

				(TO)	(FROM)	
entity	**fund**	**dept**	**object**	**dr**	**cr**	
01	0200	0210	001100	3,778.05		
01	0200	0210	001130		3,778.05	
01	0100	0402	001100	3,403.92		
01	0100	0402	001130		3,403.92	
01	0100	0576	001100	2,044.64		
01	0100	0576	001130		2,044.64	
01	0100	0492	001100	5,919.68		
01	0100	0492	001130		5,919.68	
01	0100	0581	002010	7,647.44		Correcting GL # 11.5.24
01	0100	0581	002020	16,044.64		Correcting GL # 11.5.24
01	0100	0581	001100		23,692.08	Correcting GL # 11.5.24
01	0100	0591	001100	23,692.08		Correcting GL # 11.5.24
01	0100	0591	002010		7,647.44	Correcting GL # 11.5.24
01	0100	0591	002020		16,044.64	Correcting GL # 11.5.24

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
Commissioners Court - 401	2144	10959	N/A	N/A	N/A	N/A	N/A	N/A	Title change only: from County Administrator to County Manager. No fiscal impact.	11/22/2024
Human Resources - 402	0942	17073	N/A	N/A	N/A	N/A	N/A	N/A	Title change only: from Senior Director of HR to Chief People Officer. No fiscal impact.	11/22/2024
911 Communications - 581	1897	15985	N/A	N/A	N/A	N/A	N/A	N/A	Title change only: from Staffing & Payroll Coord to Scheduling & Payroll Specialist (salary study clean-up). No fiscal impact.	11/22/2024
Georgetown DPS - 0562	0248	10221	N/A	N/A	N/A	N/A	N/A	N/A	Title & Grade change only: from Admin Tech (B.15) to Administrative Specialist (B.19). No fiscal impact.	11/22/2024
Corrections - 570	0411	Vacant	N/A	N/A	N/A	N/A	N/A	N/A	Title & Grade change only: from Control Room Operator (B.22) to Corrections Officer (C1.4). No fiscal impact.	11/22/2024
Corrections - 570	0419	Vacant	N/A	N/A	N/A	N/A	N/A	N/A	Title & Grade change only: from Control Room Operator (B.22) to Corrections Officer (C1.4). No fiscal impact.	11/22/2024

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
Unified Road Systems - 210	1879	15236	N/A	N/A	N/A	N/A	N/A	N/A	Reclass: Title & Grade Change Only from Planner III (B.30) to Senior Planner (B.32). No fiscal impact.	11/22/2024
Unified Road Systems - 210	2060	11130	N/A	N/A	N/A	N/A	N/A	N/A	Reclass: Title & Grade Change only from Operator III (B.23) to Operator IV (B.25). No fiscal impact.	11/22/2024
Emergency Medical Services - 0540	0878	Vacant	N/A	N/A	$70,225.27	$68,639.61	$1,585.66	N/A	Reallocation of salary to facilitate FY25 budget process correction. Surplus salary from PCN 0878 to PCN 0890	11/22/2024
Emergency Medical Services - 0540	0890	15161	$54,745.60	$54,745.60	$53,159.94	$54,745.60	N/A	$1,585.66	Reallocation of salary to facilitate FY25 budget process correction. Surplus salary from PCN 0878 to PCN 0890	11/22/2024
Emergency Medical Services - 0540	0899	Vacant	N/A	N/A	$83,672.54	$78,728.00	$4,944.54	N/A	Reallocation of salary to facilitate hires/promotions per current policy. Surplus salary from PCNs 0899 and 0841 to PCNs 2174 and 2175	11/22/2024

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
Emergency Medical Services - 0540	0841	15164	$60,486.96	$60,486.96	$68,355.35	$65,471.11	$2,884.24	N/A	Reallocation of salary to facilitate hires/promotions per current policy. Surplus salary from PCNs 0899 and 0841 to PCNs 2174 and 2175	11/22/2024
Emergency Medical Services - 0540	2174	Vacant	N/A	N/A	$68,157.61	$72,072.00	N/A	$3,914.39	Reallocation of salary to facilitate hires/promotions per current policy. Surplus salary from PCNs 0899 and 0841 to PCNs 2174 and 2175	11/22/2024
Emergency Medical Services - 0540	2175	Vacant	N/A	N/A	$68,157.61	$72,072.00	N/A	$3,914.39	Reallocation of salary to facilitate hires/promotions per current policy. Surplus salary from PCNs 0899 and 0841 to PCNs 2174 and 2175	11/22/2024
County Clerk Records - 0385	0684	15911	$47,732.67	$41,522.96	$47,732.83	$41,522.96	$6,209.87	N/A	Reallocation of salary to facilitate internal promotion. Surplus salary from PCN 0684 to PCN 2184	11/22/2024

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
County Clerk Records - 0385	2184	Vacant	N/A	N/A	$41,522.80	$47,732.67	N/A	$6,209.87	Reallocation of salary to facilitate internal promotion. Surplus salary from PCN 0684 to PCN 2184	11/22/2024
County Clerk Records - 0385	0686	15517	$48,185.30	$41,522.79	$48,185.29	$41,522.79	$6,662.50	N/A	Reallocation of salary to facilitate internal promotion. Surplus salary from PCN 0686 to PCN 2185	11/22/2024
County Clerk Records - 0385	2185	Vacant	N/A	N/A	$41,522.80	$48,185.30	N/A	$6,662.50	Reallocation of salary to facilitate internal promotion. Surplus salary from PCN 0686 to PCN 2185	11/22/2024
Commissioners Court - 401	2018	17209	$70,990.40	$70,990.40	$98,953.49	$80,378.22	$18,575.27	N/A	Reallocation of salary to facilitate hire within current policy. Surplus salary from PCN 2018 to PCN 2145	11/22/2024
Commissioners Court - 401	2145	Vacant	N/A	N/A	$61,724.73	$80,300.00	N/A	$18,575.27	Reallocation of salary to facilitate hire within current policy. Surplus salary from PCN 2018 to PCN 2145	11/22/2024

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
Corrections - 570	0508	11763	$60,793.60	$60,793.60	$74,107.06	$66,127.41	$7,979.65	N/A	Reallocation of salary to facilitate internal promotion within current policy. Surplus salary from PCN 0508 to PCN 0531	11/22/2024
Corrections - 570	0531	Vacant	N/A	N/A	$76,981.79	$84,961.44	N/A	$7,979.65	Reallocation of salary to facilitate internal promotion within current policy. Surplus salary from PCN 0508 to PCN 0531	11/22/2024
Corrections - 570	0401	17180	$52,300.00	$52,300.00	$74,107.06	$56,207.10	$17,899.96	N/A	Reallocation of salary to facilitate internal promotion within current policy. Surplus salary from PCNs 0401 and 1738 to PCN 0553	11/22/2024
Corrections - 570	1738	17093	$52,530.00	$52,530.00	$58,455.38	$57,656.75	$798.63	N/A	Reallocation of salary to facilitate internal promotion within current policy. Surplus salary from PCNs 0401 and 1738 to PCN 0553	11/22/2024
Corrections - 570	0553	Vacant	N/A	N/A	$76,981.79	$95,680.38	N/A	$18,698.59	Reallocation of salary to facilitate internal promotion within current policy. Surplus salary from PCNs 0401 and 1738 to PCN 0553	11/22/2024

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
Corrections - 570	0444	17143	$52,530.00	$52,530.00	$65,804.94	$56,746.83	$9,058.11	N/A	Reallocation of salary to facilitate internal promotion within current policy. Surplus salary from PCN 0444 to PCN 0521	11/22/2024
Corrections - 570	0521	Vacant	N/A	N/A	$71,797.24	$80,855.35	N/A	$9,058.11	Reallocation of salary to facilitate internal promotion within current policy. Surplus salary from PCN 0444 to PCN 0521	11/22/2024
Elections - 492	0769	Vacant	N/A	N/A	$62,193.87	$58,282.18	$3,911.69	N/A	Reallocation of position budget to facilitate hire as allowed by policy. Surplus salary from PCN 0769 to PCN 2160	11/22/2024
Elections - 492	2160	Vacant	N/A	N/A	$35,278.58	$39,190.27	N/A	$3,911.69	Reallocation of position budget to facilitate hire as allowed by policy. Surplus salary from PCN 0769 to PCN 2160	11/22/2024
Unified Road Systems - 210	1602	Vacant	N/A	N/A	$59,303.41	$53,691.11	$5,612.30	N/A	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 1602 to PCN 2178	11/22/2024

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
Unified Road Systems - 210	2178	Vacant	N/A	N/A	$48,172.29	$53,784.59	N/A	$5,612.30	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 1602 to PCN 2178	11/22/2024
Unified Road Systems - 210	1602	Vacant	N/A	N/A	$53,691.11	$48,078.81	$5,612.30	N/A	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 1602 to PCN 2180	11/22/2024
Unified Road Systems - 210	2180	Vacant	N/A	N/A	$48,172.29	$53,784.59	N/A	$5,612.30	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 1602 to PCN 2180	11/22/2024
Unified Road Systems - 210	1602	Vacant	N/A	N/A	$48,078.81	$45,465.95	$2,612.86	N/A	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 1602 & PCN 1582 to PCN 2182	11/22/2024

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
Unified Road Systems - 210	1582	16035	$57,614.06	$57,614.06	$60,852.15	$57,852.71	$2,999.44	N/A	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 1602 & PCN 1582 to PCN 2182	11/22/2024
Unified Road Systems - 210	2182	Vacant	N/A	N/A	$48,172.29	$53,784.59	N/A	$5,612.30	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 1602 & PCN 1582 to PCN 2182	11/22/2024
Unified Road Systems - 210	1515	Vacant	N/A	N/A	$53,333.42	$47,403.07	$5,930.35	N/A	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1515 to PCN 2179	11/22/2024
Unified Road Systems - 210	2179	Vacant	N/A	N/A	$39,535.60	$45,465.95	N/A	$5,930.35	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1515 to PCN 2179	11/22/2024

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
Unified Road Systems - 210	1515	Vacant	N/A	N/A	$47,403.07	$45,465.95	$1,937.12	N/A	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1515 and PCN 1548 to PCN 2181	11/22/2024
Unified Road Systems - 210	1548	16537	$52,168.03	$52,168.03	$56,607.41	$52,614.18	$3,993.23	N/A	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1515 and PCN 1548 to PCN 2181	11/22/2024
Unified Road Systems - 210	2181	Vacant	N/A	N/A	$39,535.60	$45,465.95	N/A	$5,930.35	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1515 and PCN 1548 to PCN 2181	11/22/2024
Unified Road Systems - 210	1548	16537	$52,168.03	$52,168.03	$52,614.18	$52,468.24	$145.94	N/A	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1548 to PCN 1675	11/22/2024

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
Unified Road Systems - 210	1675	Vacant	N/A	N/A	$45,320.01	$45,465.95	N/A	$145.94	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1548 to PCN 1675	11/22/2024
Unified Road Systems - 210	1548	16537	$52,168.03	$52,168.03	$52,468.24	$52,322.30	$145.94	N/A	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1548 to PCN 1880	11/22/2024
Unified Road Systems - 210	1880	Vacant	N/A	N/A	$45,320.01	$45,465.95	N/A	$145.94	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1548 to PCN 1880	11/22/2024
Unified Road Systems - 210	1516	17153	$45,465.95	$45,465.95	$48,628.20	$47,513.64	$1,114.56	N/A	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 1516 to PCN 1560	11/22/2024
Unified Road Systems - 210	1560	Vacant	N/A	N/A	$47,586.00	$48,700.56	N/A	$1,114.56	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 1516 to PCN 1560	11/22/2024

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
Unified Road Systems - 210	1516	17153	$45,465.95	$45,465.95	$47,513.64	$46,337.70	$1,175.94	N/A	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1516 to PCN 1996	11/22/2024
Unified Road Systems - 210	1996	12683	$44,290.00	$44,290.00	$44,290.01	$45,465.95	N/A	$1,175.94	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1516 to PCN 1996	11/22/2024
Unified Road Systems - 210	1518	15994	$61,131.20	$61,131.20	$79,739.89	$63,237.88	$16,502.01	N/A	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1518 to PCN 1508	11/22/2024
Unified Road Systems - 210	1508	Vacant	N/A	N/A	$139,492.74	$155,994.75	N/A	$16,502.01	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1518 to PCN 1508	11/22/2024
Unified Road Systems - 210	1517	17080	$46,061.60	$46,061.60	$46,861.58	$46,168.86	$692.72	N/A	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 1517 to PCN 1669	11/22/2024

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
Unified Road Systems - 210	1669	Vacant	N/A	N/A	$48,007.84	$48,700.56	N/A	$692.72	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 1517 to PCN 1669	11/22/2024
On Site Sewage Facilities - 0661	1821	Vacant	N/A	N/A	$52,679.60	$50,161.57	$2,518.03	N/A	Reallocation of position budget as allowed by policy. Surplus salary from PCN 1821 to PCN 2126	11/22/2024
On Site Sewage Facilities - 0661	2126	Vacant	N/A	N/A	$64,250.92	$66,768.95	N/A	$2,518.03	Reallocation of position budget as allowed by policy. Surplus salary from PCN 1821 to PCN 2126	11/22/2024
Fleet Services - 0882	0922	Vacant	N/A	N/A	$57,590.66	$55,398.13	$2,192.53	N/A	Reallocation of position budget as allowed by policy. Surplus salary from PCN 0922 to PCN 0925	11/22/2024
Fleet Services - 0882	0925	Vacant	N/A	N/A	$52,696.99	$54,889.52	N/A	$2,192.53	Reallocation of position budget as allowed by policy. Surplus salary from PCN 0922 to PCN 0925	11/22/2024

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
Human Resources - 402	0002	Vacant	N/A	N/A	$86,914.47	$70,983.44	$15,931.03	N/A	HR dept reorganization per policy: Title & Grade Change change from Workforce Services Manager (B.33) to HR Generalist II (B.28). Reallocation of position budget; surplus salary from PCNs 0002 and 0942 to PCNs 0003, 0004 and 0084.	11/22/2024
Human Resources - 402	0942	17073	$163,549.88	$163,549.88	$164,631.92	$163,549.88	$1,082.04	N/A	HR dept reorganization per policy: Reallocation of position budget; surplus salary from PCNs 0002 and 0942 to PCNs 0003, 0004 and 0084.	11/22/2024
Human Resources - 402	0003	12637	$83,135.52	$91,449.09	$83,135.54	$91,449.09	N/A	$8,313.55	HR dept reorganization per policy: Title & Grade Change change from Sr. HR Generalist (B.30) to Workforce Services Manager (B.33). Reallocation of position budget; surplus salary from PCNs 0002 and 0942 to PCNs 0003, 0004 and 0084.	11/22/2024

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
Human Resources - 402	0004	13000	$81,180.06	$89,298.17	$81,180.15	$89,298.17	N/A	$8,118.02	HR dept reorganization per policy: Title & Grade Change change from Sr. HR Generalist (B.30) to Workforce Services Manager (B.33). Reallocation of position budget; surplus salary from PCNs 0002 and 0942 to PCNs 0003, 0004 and 0084.	11/22/2024
Human Resources - 402	0084	15031	$69,425.72	$70,007.26	$69,425.76	$70,007.26	N/A	$581.50	HR dept reorganization per policy: Reallocation of position budget to facilitate lateral move; surplus salary from PCNs 0002 and 0942 to PCNs 0003, 0004 and 0084.	11/22/2024

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

Commissioners Court - Regular Session **6.**

Meeting Date: 11/19/2024

Property Tax Collections – October 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 October 2024 for the Williamson County Tax Assessor/Collector.

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

100124-103124 GWI-RFM

100124-103124 GWI-RFM graph

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/14/2024 01:06 PM
Form Started By: Renee Clark		Started On: 11/14/2024 11:23 AM
Final Approval Date: 11/14/2024		

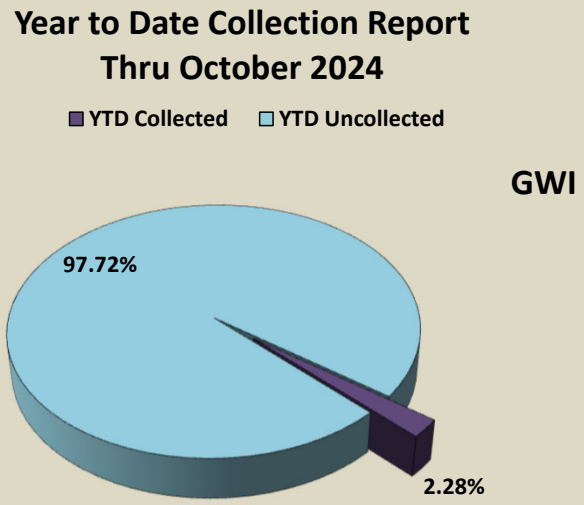
YEAR TO DATE - COLLECTION REPORT
Williamson County - GWI/RFM Property Taxes
October 31, 2024

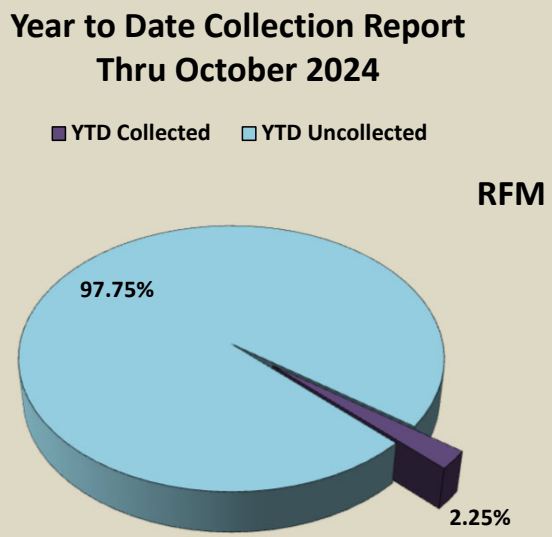
Williamson County General Fund	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2024	$459,890,613.70	$250.07	$459,890,863.77	$10,508,029.64	$0.00	$82.55	$449,382,751.58	$10,508,112.19	2.28%	2.28%	2.37%
2023 & Prior	$4,214,726.82	($77,553.69)	$4,137,173.13	$206,553.92	$56,781.10	$1,863.89	$3,928,755.32	$208,417.81	5.04%	6.41%	
Rollbacks	$811,847.39	($14,599.40)	$797,247.99	$137,447.13	$236.06	$0.00	$659,800.86	$137,447.13	17.24%	17.27%	
Total All	$464,917,187.91	($91,903.02)	$464,825,284.89	$10,852,030.69	$57,017.16	$1,946.44	$453,971,307.76	$10,853,977.13	2.34%	2.35%	

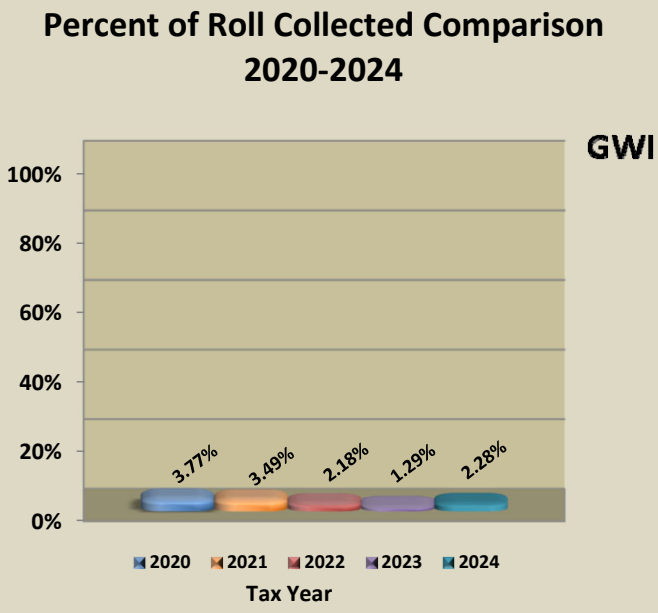
Williamson County RFM	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2024	$58,537,185.60	$129.60	$58,537,315.20	$1,316,398.40	$0.00	$12.23	$57,220,904.57	$1,316,410.63	2.25%	2.25%	2.33%
2023 & Prior	$490,413.73	($8,035.41)	$482,378.32	$28,637.22	$7,177.52	$188.26	$453,552.84	$28,825.48	5.98%	7.46%	
Rollbacks	$82,906.04	($1,470.54)	$81,435.50	$14,043.64	$22.55	$0.00	$67,391.86	$14,043.64	17.25%	17.27%	
Total All	$59,110,505.37	($9,376.35)	$59,101,129.02	$1,359,079.26	$7,200.07	$200.49	$57,741,849.27	$1,359,279.75	2.30%	2.31%	

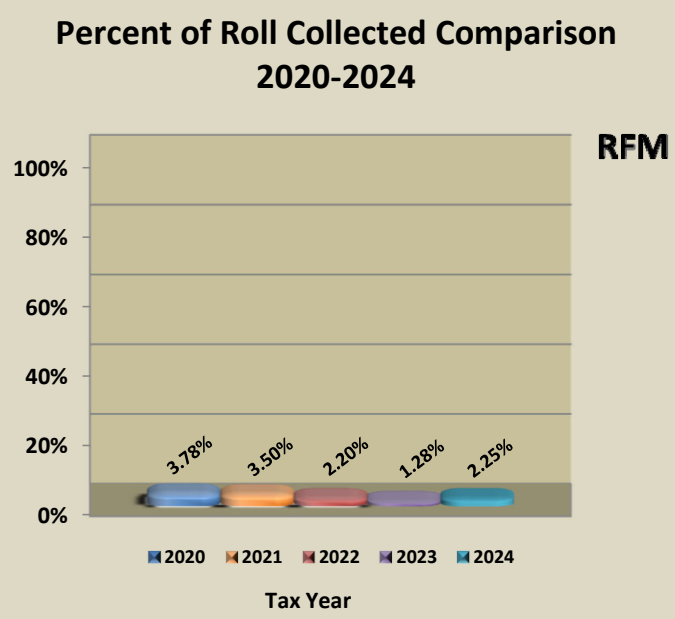
2024 COMBINED MONTHLY BREAKDOWN

Oct-24	$518,427,799.30	$379.67	$518,428,178.97	$11,522,952.32	$0.00	$94.78	$506,603,656.15	$11,824,522.82	


Year to Date Collection Report
Thru October 2024
YTD Collected
YTD Uncollected
GWI
97.72%
2.28%


Year to Date Collection Report
Thru October 2024
YTD Collected
YTD Uncollected
RFM
97.75%
2.25%


Percent of Roll Collected Comparison
2020-2024
GWI
100%
80%
60%
40%
20%
0%
3.77%
3.49%
2.18%
1.29%
2.28%
2020
2021
2022
2023
2024
Tax Year


Percent of Roll Collected Comparison
2020-2024
RFM
100%
80%
60%
40%
20%
0%
3.78%
3.50%
2.20%
1.28%
2.25%
2020
2021
2022
2023
2024
Tax Year

Commissioners Court - Regular Session **7.**

Meeting Date: 11/19/2024

JP1 EOM OCTOBER 2024

Submitted By: Misty Lamb, J.P. Pct. #1

Department: J.P. Pct. #1

Agenda Category: Consent

Information

Agenda Item

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

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/05/2024 11:35 AM
Form Started By: Misty Lamb		Started On: 11/05/2024 10:22 AM
Final Approval Date: 11/05/2024		

Commissioners Court - Regular Session **8.**

Meeting Date: 11/19/2024

October Monthly Report

Submitted For: Angela Williams **Submitted By:** Melissa East, J.P. Pct. #2

Department: J.P. Pct. #2

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action to approve Justice of the Peace Precinct 2 October 2024 Monthly Report in compliance with Code of Criminal Procedure 103.005.

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2024 October

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/05/2024 11:34 AM
Form Started By: Melissa East		Started On: 11/04/2024 02:30 PM
Final Approval Date: 11/05/2024		

Affidavit

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

Before me, the undersigned authority, on this day personally appeared Angela Williams, Justice of the Peace, Precinct 2, Williamson County, who on her oath, stated that the attached report of monies collected is a true and correct report for the month of OCTOBER, 2024.

JUSTICE OF THE PEACE PCT. 2 WILLIAMSON COUNTY, TEXAS

ANGELA WILLIAMS
JUSTICE OF THE PEACE
WILLIAMSON COUNTY PRECINCT 2

On this 4th day of November 2024, to certify which witness my hand and seal of office.

MELISSA EAST
My Notary ID # 128012229
Expires December 8, 2025

Notary Public
in and for the State of Texas

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Deposit Date: **10/01/2024 - 10/31/2024** Case Categories: **Criminal; Civil**
Locations: **JP2**

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207017 - Collections Agency Fee	L-004-2-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	601.80
01-0100-0000-209700 - JP COURTS-REFUNDS	L-004-2-01-0100-0000-209700: 01-0100-0000-209700 - JP COURTS-REFUNDS	97.50
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-2-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	50.00
01-0100-0000-341802 - FEES OF OFFICE, JP PCT-2	L-004-2-01-0100-0000-341802: 01-0100-0000-341802 - FEES OF OFFICE, JP PCT #2	11,008.40
01-0100-0000-341902 - CIVIL FEES/OFFICE, CONST 2	L-004-2-01-0100-0000-341902: 01-0100-0000-341902 - Fees of Office, Const. PCT #2	10,560.00
01-0100-0000-341912 - CRIMINAL FEES/OFFICE, CONST 2	L-004-2-01-0100-0000-341912: 01-0100-0000-341912 - Fees of Office, Crim. Const PCT #2	210.00
01-0100-0000-341914 - CRIMINAL FEES/OFFICE, CONST 4	L-004-2-01-0100-0000-341914: 01-0100-0000-341914 - Fees of Office, Crim. Const PCT #4	305.00
01-0100-0000-342860 -Time Payment Fee County 2.50	L-004-2-01-0100-0000-342860: 01-0100-0000-342860 - Time Payment Fee County 2.50	437.02
01-0100-0000-351302 - FINES, JP PCT-2	L-004-2-01-0100-0000-351302: 01-0100-0000-351302 - FINES, JP PCT #2	27,576.00
01-0100-0000-365103 Language Access Fund	L-004-2-01-0100-0000-365103: Language Access Fund	933.00
99-9999-9999-000003 - LOCAL Consolidated CC-Misd C	L-004-2-99-9999-9999-000003: 99-9999-9999-000003 - LOCAL Consolidated CC - Misd C	3,533.16
	0100 - General Fund Total:	**55,311.88**
0361 - JP Security Fund		
01-0361-0000-341152 - JP 2 SECURITY FEES	L-004-2-01-0361-0000-341152: 01-0361-0000-341152 - JP 2 SECURITY FEES	4.00
	0361 - JP Security Fund Total:	**4.00**
0370 - Alternate Dispute Resolution Fund		
01-0370-0000-341170 - Alternate Dispute Resolution Fees	L-004-2-01-0370-0000-341170: 01-0370-0000-341170 - Alternate Dispute Resolution Fees	1,555.00
	0370 - Alternate Dispute Resolution Fund Total:	**1,555.00**
0372 - Justice Court Technology Fund		
01-0372-0000-341142 - JP 2 TECHNOLOGY FEES	L-004-2-01-0372-0000-341142: 01-0372-0000-341142 - JP #2 TECHNOLOGY FEES	4.00
	0372 - Justice Court Technology Fund Total:	**4.00**

Payment Report - G/L and Fund Summary

Deposit Date: **10/01/2024 - 10/31/2024** Case Categories: **Criminal; Civil**
Locations: **JP2**

G/L Account	G/L Account Number	Fee Totals
0399 - State Agency Fund		
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-2-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	40.00
01-0399-0000-208165 - CCC 01.2020 Fee's Due to State	L-004-2-01-0399-0000-208165: 01-0399-0000-208165 - State Con Court Cost LGC 133.102(a)(3)	15,460.86
01-0399-0000-208181 - State Consolidated Fee	L-004-0399-0000-208181: State Consolidated Fee	315.00
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-2-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	4.00
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-2-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	4.00
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-2-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	601.85
01-0399-0000-208426 - State Traffic Fine Due to State 2020	L-004-2-01-0399-0000-208426: 01-0399-0000-208426 - State Traffic Fine Due To State	5,956.71
01-0399-0000-208720 - SEATBELT FINES	L-004-2-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	51.00
01-0399-0000-208750 - TLFTA FEES DUE TO STATE COMP	L-004-2-01-0399-0000-208750: 01-0399-0000-208750 - Traffic Law Failure To Appear	30.00
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-2-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	25.00
	0399 - State Agency Fund Total:	**22,488.42**
JP BOND		
01-0100-0000-207034 - JP2 Bond Liability Account	L-004-2-02-00002: JP2 Registry Bond Account Liability	800.00
	JP BOND Total:	**800.00**
	Fee Totals for All Funds:	**80,163.30**

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Deposit Date: **10/01/2024 - 10/31/2024** Case Categories: **Criminal; Civil**
Locations: **JP2**

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
2020AFC2	Arrest Fee - Constable 2 CCP 102.011(a)(1), 102.011(e)	10.00	2	0.00	0	0.00	0	10.00	2
2020AFC4	Arrest Fee - Constable 4 CCP 102.011(a)(1), 102.011(e)	205.00	41	0.00	0	0.00	0	205.00	41
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	601.85	123	0.00	0	0.00	0	601.85	123
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	365.00	73	0.00	0	0.00	0	365.00	73
2020AHLHIS	Arrest Fee - Liberty Hill ISD CCP 102.011(a)(1), 102.011(e)	70.00	14	0.00	0	0.00	0	70.00	14
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	15,460.86	253	0.00	0	0.00	0	15,460.86	253
2020CDF	Compliance Dismissal Fine	260.00	26	0.00	0	(10.00)	1	250.00	27
2020DSCM	Driving Safety Course Mandatory CCP 45. 0511(f)(1)	300.00	30	0.00	0	0.00	0	300.00	30
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	3,533.16	256	0.00	0	0.00	0	3,533.16	256
2020LTF	Local Traffic Fine (TC 542.403)	357.40	121	0.00	0	0.00	0	357.40	121
2020STF	State Traffic Fine (TC 542.4031)	5,956.71	121	0.00	0	0.00	0	5,956.71	121
2020TPF	Time Payment Fee CCP 102.030	437.02	32	0.00	0	0.00	0	437.02	32
2020WFC2	Warrant Fee - Const Pct 2 CCP 102.011(a)(2), 102.011(e)	200.00	4	0.00	0	0.00	0	200.00	4
2020WFC4	Warrant Fee - Const Pct 4 CCP 102.011(a)(2), 102.011(e)	100.00	2	0.00	0	0.00	0	100.00	2
AB	Abstract	15.00	3	0.00	0	0.00	0	15.00	3
AFAPD	Arrest Fee - Austin PD (CCP 102.011)	5.00	1	0.00	0	0.00	0	5.00	1
CB	Cash Bond	800.00	4	0.00	0	0.00	0	800.00	4
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	40.00	1	0.00	0	0.00	0	40.00	1
CCOP	Civil Copies	28.25	19	0.00	0	0.00	0	28.25	19
CERT	Certified Copy	2.00	1	0.00	0	0.00	0	2.00	1
CFINE	County Fine	27,446.00	215	0.00	0	0.00	0	27,446.00	215
CHS	Courthouse Security Fee (CCP 102.017)	3.00	1	0.00	0	0.00	0	3.00	1
CHSJC	JP Security Fee (CCP 102.017)	1.00	1	0.00	0	0.00	0	1.00	1
CJS	Criminal Judicial Support Fee (LGC 103.105)	4.00	1	0.00	0	0.00	0	4.00	1
COLLFEE	Collection Agency Fee	601.80	7	0.00	0	0.00	0	601.80	7
CONT2	Constable Service Fee Pct #2	7,360.00	68	0.00	0	0.00	0	7,360.00	68
COPIES	Copies	56.75	1	0.00	0	0.00	0	56.75	1

Payment Report - Fee Code Summary

Deposit Date: **10/01/2024 - 10/31/2024** Case Categories: **Criminal; Civil**
Locations: **JP2**

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
CRFEEOVER	Criminal Overpayment Fee	45.00	3	0.00	0	0.00	0	45.00	3
CSFF	Child Safety Fee (CCP 102.014(d))	20.00	2	0.00	0	0.00	0	20.00	2
DDF	Deferred Disposition Fee	1,569.00	12	0.00	0	0.00	0	1,569.00	12
FNTC1	Child Safety Seat Fine Trauma Center	51.00	1	0.00	0	0.00	0	51.00	1
JCTF	Justice Court Technology Fee (CCP 102.0173)	4.00	1	0.00	0	0.00	0	4.00	1
JFR	Jury Reimbursement Fee (CCP 102.0045)	4.00	1	0.00	0	0.00	0	4.00	1
JURY	Jury Fee	110.00	5	0.00	0	0.00	0	110.00	5
SB41CDRF	County Dispute Resolution fund - LGC 135.157	1,555.00	311	0.00	0	0.00	0	1,555.00	311
SB41JCSF	Justice Court Support Fund	7,775.00	311	0.00	0	0.00	0	7,775.00	311
SB41LAF	Language Access Fund - LGC 135.155	933.00	311	0.00	0	0.00	0	933.00	311
SB41SCF	State Consolidated Fee	315.00	15	0.00	0	0.00	0	315.00	15
SCH	School District Fine	52.50	1	0.00	0	0.00	0	52.50	1
TCCF	Truant Conduct Contempt Fine - Child	130.00	5	0.00	0	0.00	0	130.00	5
TLF	OMNI Fee - State	30.00	1	0.00	0	0.00	0	30.00	1
TP	Time Payment Fee	25.00	1	0.00	0	0.00	0	25.00	1
WCSO	Williamson County Sheriff	50.00	1	0.00	0	0.00	0	50.00	1
WEXEC	Writ of Execution	5.00	1	0.00	0	0.00	0	5.00	1
WGAR	Writ of Garnishment	5.00	1	0.00	0	0.00	0	5.00	1
WPOSS	Writ of Possession	75.00	15	0.00	0	0.00	0	75.00	15
WSF2	Constable #2 - Writ Service Fee	3,200.00	16	0.00	0	0.00	0	3,200.00	16

Fee Code Summary Totals	Gross		Positive Adjustments		Negative Adjustments		Net	
	Amount	Number	Amount	Number	Amount	Number	Amount	Number
	80,173.30	2,436	0.00	0	(10.00)	1	80,163.30	2,437

Commissioners Court - Regular Session **9.**

Meeting Date: 11/19/2024

Justice of the Peace 3 OCTOBER 2024 Monthly Report

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

Department: J.P. Pct. #3

Agenda Category: Consent

Information

Agenda Item

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

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

October 2024 CCP 103

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/13/2024 03:36 PM
Form Started By: Mary Alcala		Started On: 11/13/2024 03:25 PM
Final Approval Date: 11/13/2024		

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

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

EVELYN McLEAN
JUSTICE OF THE PEACE
PRECINCT THREE

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

NOTARY PUBLIC
in and for the State of Texas

MARY ANN ALCALA
Notary Public, State of Texas
Comm. Expires 04-12-2025
Notary ID 133030414

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **10/01/2024 - 10/31/2024** Case Categories: **Criminal**
Locations: **JP3**

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

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207013 - Due to City of Jarrell	L-004-3-01-0100-0000-207013: 01-0100-0000-207013 - Due to City of Jarrell	6.10
01-0100-0000-207017 - Collections Agency Fee	L-004-3-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	6,661.26
01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	L-004-3-01-0100-0000-209600: 01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	96.90
01-0100-0000-209700 - JP COURTS-REFUNDS	L-004-3-01-0100-0000-209700: 01-0100-0000-209700 - JP COURTS-REFUNDS	1.40
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-3-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	252.12
01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	10,710.80
01-0100-0000-341913 - CRIMINAL FEES/OFFICE, CONST 3	L-004-3-01-0100-0000-341913: 01-0100-0000-341913 - Fees of Office, Crim. Const PCT #3	975.22
01-0100-0000-351303 - FINES, JP PCT-3	L-004-3-01-0100-0000-351303: 01-0100-0000-351303 - FINES, JP PCT #3	105,979.77
	0100 - General Fund Total:	**124,683.57**
0361 - JP Security Fund		
01-0361-0000-341153 - JP 3 SECURITY FEES	L-004-3-01-0361-0000-341153: 01-0361-0000-341153 - JP 3 SECURITY FEES	147.73
	0361 - JP Security Fund Total:	**147.73**
0365 - Child Safety Fund		
01-0365-0000-341161 - JP CHILD SAFETY FEE	L-004-3-01-0365-0000-341161: 01-0365-0000-341161 - JP CHILD SAFETY FEE	75.00
	0365 - Child Safety Fund Total:	**75.00**
0367 - JP-3 Truancy Program Fund		
01-0367-0000-370000 - JP-3 Truancy Program Fees	L-004-3-01-0367-0000-370000: 01-0367-0000-370000 - JP-3 Truancy Program Fee	184.44
	0367 - JP-3 Truancy Program Fund Total:	**184.44**
0372 - Justice Court Technology Fund		
01-0372-0000-341143 - JP 3 TECHNOLOGY FEES	L-004-3-01-0372-0000-341143: 01-0372-0000-341143 - JP #3 TECHNOLOGY FEES	147.76
	0372 - Justice Court Technology Fund Total:	**147.76**

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **10/01/2024 - 10/31/2024** Case Categories: **Criminal**
Locations: **JP3** Payment Type: **Cash Bond Deposit; E-Filing Payment; ...**

G/L Account	G/L Account Number	Fee Totals
0399 - State Agency Fund		
01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State	L-004-3-01-0399-0000-208033: 01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State	70.80
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	1,428.66
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-3-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	142.88
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-3-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	214.24
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-3-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	173.97
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-3-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	2.44
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-3-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	263.10
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-3-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	71.34
01-0399-0000-208720 - SEATBELT FINES	L-004-3-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	160.41
01-0399-0000-208750 - TLFTA FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208750: 01-0399-0000-208750 - Traffic Law Failure To Appear	313.22
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-3-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	3,846.63
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-3-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	100.42
	0399 - State Agency Fund Total:	**6,788.11**
JP BOND		
01-0100-0000-207020 - JP3 Bond Liability Account	L-004-3-02-00002: JP3 Registry Bond Account Liability	1,300.00
	JP BOND Total:	**1,300.00**
	Fee Totals for All Funds:	**133,326.61**

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: **10/01/2024 - 10/31/2024** Case Categories: **Criminal**
Locations: **JP3**

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

Fee Code Summary									
Code Word	**Description**	**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
AFAPD	Arrest Fee - Austin PD (CCP 102.011)	2.48	1	0.00	0	0.00	0	2.48	1
AFDPS	Arrest Fee - DPS (CCP 102.011)	123.97	32	0.00	0	0.00	0	123.97	32
AFJP	Arrest Fee - Jarrell Police Department (CCP 102.011)	6.10	2	0.00	0	0.00	0	6.10	2
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	52.12	16	0.00	0	0.00	0	52.12	16
CB	Cash Bond	1,300.00	4	0.00	0	0.00	0	1,300.00	4
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	1,428.66	49	0.00	0	0.00	0	1,428.66	49
CFINE	County Fine	105,779.77	869	0.00	0	0.00	0	105,779.77	869
CHS	Courthouse Security Fee (CCP 102.017)	110.83	51	0.00	0	0.00	0	110.83	51
CHSJC	JP Security Fee (CCP 102.017)	36.90	51	0.00	0	0.00	0	36.90	51
CJS	Criminal Judicial Support Fee (LGC 103.105)	0.03	1	0.00	0	0.00	0	0.03	1
COLLFEE	Collection Agency Fee	6,661.26	111	0.00	0	0.00	0	6,661.26	111
COPIES	Certified Copies	23.25	2	0.00	0	0.00	0	23.25	2
COPY	Copies	2.28	3	0.00	0	0.00	0	2.28	3
CRFEEOVER	Criminal Overpayment Fee	1.40	3	0.00	0	0.00	0	1.40	3
CSSF	Child Safety School Fee (CCP 102.014(c))	75.00	3	0.00	0	0.00	0	75.00	3
DDF	Deferred Disposition Fee	10,641.00	70	0.00	0	0.00	0	10,641.00	70
FNTC1	Child Safety Seat Fine Trauma Center	160.41	4	0.00	0	0.00	0	160.41	4
IDF	Indigent Defense Fee (LGC 133.107)	71.34	49	0.00	0	0.00	0	71.34	49
JCTF	Justice Court Technology Fee (CCP 102.0173)	147.76	51	0.00	0	0.00	0	147.76	51
JFR	Jury Reimbursement Fee (CCP 102.0045)	142.88	49	0.00	0	0.00	0	142.88	49
JTP	Juvenile Truancy Program (CCP 102.0174)	184.44	50	0.00	0	0.00	0	184.44	50
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	35.40	47	0.00	0	0.00	0	35.40	47
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	35.40	47	0.00	0	0.00	0	35.40	47
JUSFC	Judicial Support Fund - County (LGC 133.105)	21.41	48	0.00	0	0.00	0	21.41	48
JUSFS	Judicial Support Fund - State (LGC 133.105)	192.80	49	0.00	0	0.00	0	192.80	49
MVF	Moving Violation Fee (CCP 102.022)	2.44	31	0.00	0	0.00	0	2.44	31
OMNI	OMNI Fee	62.65	14	0.00	0	0.00	0	62.65	14
OMNIC	OMNI Fee - County	41.76	14	0.00	0	0.00	0	41.76	14
OMNIS	OMNI Fee - State	208.81	14	0.00	0	0.00	0	208.81	14

Payment Report - Fee Code Summary

Transaction Date: **10/01/2024 - 10/31/2024** Case Categories: **Criminal**
Locations: **JP3**

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

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
SFC3	Service/Arrest Fee - Const. 3	71.77	15	0.00	0	0.00	0	71.77	15
SFMCWV	State Fine - Motor Carrier Weight Violation	3,846.63	27	0.00	0	0.00	0	3,846.63	27
SFOC	Service Fee - Out of County	10.00	1	0.00	0	0.00	0	10.00	1
STF	State Traffic Fee (TC 542.4031)	263.10	15	0.00	0	0.00	0	263.10	15
TCCF	Truant Conduct Contempt Fine - Child	200.00	2	0.00	0	0.00	0	200.00	2
TPC	Time Payment Fee - County	43.96	5	0.00	0	0.00	0	43.96	5
TPS	Time Payment Fee - State	56.46	6	0.00	0	0.00	0	56.46	6
TPWF	Texas P&W Fine	96.90	2	0.00	0	0.00	0	96.90	2
UFA	Uniform Traffic Act (TC 542.403)	31.79	18	0.00	0	0.00	0	31.79	18
WARC3	Warrant Fee - Constable Pct. 3	903.45	23	0.00	0	0.00	0	903.45	23
WCSO	Williamson County Sheriff	200.00	4	0.00	0	0.00	0	200.00	4
WFDPS	Warrant Fee - DPS	50.00	1	0.00	0	0.00	0	50.00	1

Fee Code Summary Totals	Gross		Positive Adjustments		Negative Adjustments		Net	
	Amount	Number	Amount	Number	Amount	Number	Amount	Number
	133,326.61	1,854	0.00	0	0.00	0	133,326.61	1,854

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **10/01/2024 - 10/31/2024** Case Categories: **Civil**
Locations: **JP3**

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

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	151.50
01-0100-0000-341903 - CIVIL FEES/OFFICE, CONST 3	L-004-3-01-0100-0000-341903: 01-0100-0000-341903 - Fees of Office, Const. PCT #3	10,800.00
01-0100-0000-370500 - Miscellaneous Revenue	L-004-3-01-0100-0000-370500: 01-0100-0000-370500 - Miscellaneous Revenue	10.00
	0100 - General Fund Total:	**10,961.50**
	Fee Totals for All Funds:	**10,961.50**

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: **10/01/2024 - 10/31/2024** Case Categories: **Civil**
Locations: **JP3**

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

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
AB	Abstract	10.00	2	0.00	0	0.00	0	10.00	2
CCOP	Civil Copies	37.50	13	0.00	0	0.00	0	37.50	13
CONT3	Constable Service Fee Pct #3	8,400.00	87	0.00	0	0.00	0	8,400.00	87
JURY	Jury Fee	44.00	2	0.00	0	0.00	0	44.00	2
LT10	Overpayments < $10	10.00	2	0.00	0	0.00	0	10.00	2
WPOSS	Writ of Possession	60.00	12	0.00	0	0.00	0	60.00	12
WSF3	Constable #3 - Writ Service Fee	2,400.00	12	0.00	0	0.00	0	2,400.00	12

Fee Code Summary Totals	Gross		Positive Adjustments		Negative Adjustments		Net	
	Amount	Number	Amount	Number	Amount	Number	Amount	Number
	10,961.50	130	0.00	0	0.00	0	10,961.50	130

Commissioners Court - Regular Session **10.**

Meeting Date: 11/19/2024

Justice of the Peace 4 October 2024 Monthly Report

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

Department: J.P. Pct. #4

Agenda Category: Consent

Information

Agenda Item

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

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

JP4 EOM OCTOBER 2024

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/14/2024 10:02 AM
Form Started By: Veronica Bolander		Started On: 11/14/2024 09:36 AM
Final Approval Date: 11/14/2024		

IN COMPLIANCE WITH ARTICLE 103.005
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

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

RHONDA REDDEN
JUSTICE OF THE PEACE
PRECINCT FOUR

This 12th day of November 2024, to certify which witness my hand and seal of office.

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

NOTARY PUBLIC in and for the State of Texas

Payment Report - Transaction/Adjustment Detail

Deposit Date: **10/01/2024 - 10/31/2024** Case Categories: **Civil; Criminal**
Locations: **JP4** Payment Type: **Cash Bond Deposit; Counter Payment; ...**

Final Totals		**Fee Totals**	**Transaction Totals**
Total Payments		**140,172.69**	**140,172.69**
Total Adjustments Impacting Payments		**(276.00)**	**(276.00)**
Final Fee Code Totals		**139,896.69**	**139,896.69**
Tender Method Summary			
Tender Types	Cash	13,330.27	13,330.27
	Cashier's Check	207.39	207.39
	Certified Payments Credit Card	76,365.98	76,365.98
	Check	2,563.00	2,563.00
	Credit Card	25,214.00	25,214.00
	E-File Credit Card	21,492.75	21,492.75
	Money Order	999.30	999.30

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Deposit Date: **10/01/2024 - 10/31/2024** Case Categories: **Civil; Criminal**
Locations: **JP4**

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

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207008 - JP 4-CASH BONDS	L-004-4-01-0100-0000-207008: 01-0100-0000-207008 - JP4 Cash Bonds	500.00
01-0100-0000-207017 - Collections Agency Fee	L-004-4-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	1,617.30
01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	L-004-4-01-0100-0000-209600: 01-0100-0000-209600 - Fines Due to TX Parks Wildlife	1,745.05
01-0100-0000-209700 - JP COURTS-REFUNDS	L-004-4-01-0100-0000-209700: 01-0100-0000-209700 - JP Courts Refunds	0.00
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-4-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	50.00
01-0100-0000-341804 - FEES OF OFFICE, JP PCT-4	L-004-4-01-0100-0000-341804: 01-0100-0000-341804 - Fees of Office, JP Pct. #4	13,510.07
01-0100-0000-341904 - CIVIL FEES/OFFICE, CONST 4	L-004-4-01-0100-0000-341904: 01-0100-0000-341904 - Fees of Office, Const. PCT #4	15,600.00
01-0100-0000-341911 - CRIMINAL FEES/OFFICE, CONST 1	L-004-4-01-0100-0000-341911: 01-0100-0000-341911 - Fees of Office, Crim. Const PCT #1	5.00
01-0100-0000-341914 - CRIMINAL FEES/OFFICE, CONST 4	L-004-4-01-0100-0000-341914: 01-0100-0000-341914 - Fees of Office, Crim. Const PCT #4	444.78
01-0100-0000-342860 -Time Payment Fee County 2.50	L-004-4-01-0100-0000-342860: 01-0100-0000-342860 - Time Payment Fee County 2.50	821.20
01-0100-0000-351304 - FINES, JP PCT-4	L-004-4-01-0100-0000-351304: 01-0100-0000-351304 - FINES, JP PCT #4	56,829.66
01-0100-0000-365103 Language Access Fund	L-004-4-01-0100-0000-365103: 01-0100-0000-365103 - Language Access Fund	1,062.00
99-9999-9999-000003 - LOCAL Consolidated CC-Misd C	L-004-4-99-9999-9999-000003: 99-9999-9999-000003 - LOCAL Consolidated CC-MISD C	5,422.94
	0100 - General Fund Total:	**97,608.00**
0361 - JP Security Fund		
01-0361-0000-341154 - JP 4 SECURITY FEES	L-004-4-01-0361-0000-341154: 01-0361-0000-341154 - JP 4 SECURITY FEES	12.63
	0361 - JP Security Fund Total:	**12.63**
0365 - Child Safety Fund		
01-0365-0000-341161 - JP CHILD SAFETY FEE	L-004-4-01-0365-0000-341161: 01-0365-0000-341161 - JP CHILD SAFETY FEE	97.59
	0365 - Child Safety Fund Total:	**97.59**
0369 - JP-4 Truancy Program Fund		
01-0369-0000-370000 - JP-4 Truancy Program Fees	L-004-4-01-0369-0000-370000: 01-0369-0000-370000 - JP-4 Truancy Program Fee	15.79
	0369 - JP-4 Truancy Program Fund Total:	**15.79**
0370 - Alternate Dispute Resolution Fund		
01-0370-0000-341170 - Alternate Dispute Resolution Fees	L-004-4-01-0370-0000-341170: 01-0370-0000-341170 - Alternate Dispute Resolution Fees	1,770.00
	0370 - Alternate Dispute Resolution Fund Total:	**1,770.00**

Payment Report - G/L and Fund Summary

Deposit Date: **10/01/2024 - 10/31/2024** Case Categories: **Civil; Criminal**
Locations: **JP4** Payment Type: **Cash Bond Deposit; Counter Payment; ...**

G/L Account	G/L Account Number	Fee Totals
0372 - Justice Court Technology Fund		
01-0372-0000-341144 - JP 4 TECHNOLOGY FEES	L-004-4-01-0372-0000-341144: 01-0372-0000-341144 - JP #4 TECHNOLOGY FEES	12.63
	0372 - Justice Court Technology Fund Total:	**12.63**
0399 - State Agency Fund		
01-0399-0000-208034 - JP 4 Truancy Prev/Diversion - State	L-004-4-01-0399-0000-208034: 01-0399-0000-208034 - JP 4 Truancy Prev/Diversion - State	6.32
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-4-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	126.33
01-0399-0000-208165 - CCC 01.2020 Fee's Due to State	L-004-4-01-0399-0000-208165: 01-0399-0000-208165 - State Con Court Cost LGC 133.102(a)(3	23,706.05
01-0399-0000-208181 - State Consolidated Fee	L-004-4-01-0399-0000-208181: 01-0399-0000-208181 - State Consolidated Fee	588.00
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-4-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	12.63
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-4-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	18.95
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-4-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	819.83
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-4-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	0.32
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-4-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	60.00
01-0399-0000-208426 - State Traffic Fine Due To State	L-004-4-01-0399-0000-208426: 01-0399-0000-208426 - State Traffic Fine Due To State	7,913.37
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-4-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	6.32
01-0399-0000-208720 - SEATBELT FINES	L-004-4-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	164.00
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-4-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	6,957.93
	0399 - State Agency Fund Total:	**40,380.05**
	Fee Totals for All Funds:	**139,896.69**

Payment Report - Fee Code Summary

Deposit Date: **10/01/2024 - 10/31/2024** Case Categories: **Civil; Criminal**
Locations: **JP4**

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

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
2020AFC1	Arrest Fee - Constable 1 CCP 102.011(a)(1), 102.011(e)	5.00	1	0.00	0	0.00	0	5.00	1
2020AFC4	Arrest Fee - Constable 4 CCP 102.011(a)(1), 102.011(e)	69.54	16	0.00	0	0.00	0	69.54	16
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	694.83	154	0.00	0	0.00	0	694.83	154
2020AFJISD	Arrest Fee - Jarrell ISD PD CCP 102.011(a)(1), 102.011(e)	25.00	5	0.00	0	0.00	0	25.00	5
2020AFPW	Arrest Fee - TX P&W CCP 102.011(a)(1), 102.011(e)	125.00	25	0.00	0	0.00	0	125.00	25
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	1,005.06	249	0.00	0	0.00	0	1,005.06	249
2020AFTPD	Arrest Fee - Thrall PD 102.011(a)(1), 102.011(e)	1.89	1	0.00	0	0.00	0	1.89	1
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	23,706.05	451	0.00	0	0.00	0	23,706.05	451
2020CDF	Compliance Dismissal Fine	360.00	36	0.00	0	0.00	0	360.00	36
2020COM	Commitment Fee	5.00	1	0.00	0	0.00	0	5.00	1
2020DSCM	Driving Safety Course Mandatory CCP 45.0511(f)(1)	260.88	29	0.00	0	0.00	0	260.88	29
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	5,422.94	456	0.00	0	0.00	0	5,422.94	456
2020LTF	Local Traffic Fine (TC 542.403)	471.34	181	0.00	0	0.00	0	471.34	181
2020REL	Release Fee	5.00	1	0.00	0	0.00	0	5.00	1
2020STF	State Traffic Fine (TC 542.4031)	7,855.46	181	0.00	0	0.00	0	7,855.46	181
2020TPF	Time Payment Fee CCP 102.030	821.20	85	0.00	0	0.00	0	821.20	85
2020WFC4	Warrant Fee - Const Pct 4 CCP 102.011(a)(2), 102.011(e)	259.45	7	0.00	0	0.00	0	259.45	7
2020WFLHPD	Warrant Fee - Liberty Hill PD CCP 102.011(a)(2), 102.011(e)	23.02	1	0.00	0	0.00	0	23.02	1
2020WFWCSO	Warrant Fee Sheriff's Office CCP 102.011(a)(2). 102.011(e)	50.00	1	0.00	0	0.00	0	50.00	1
AB	Abstract	10.00	2	0.00	0	0.00	0	10.00	2
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	15.00	3	0.00	0	0.00	0	15.00	3
AFWCC4	Arrest Fee - Wise County Constable Pct4	5.00	1	0.00	0	0.00	0	5.00	1
CB	Cash Bond	500.00	1	0.00	0	0.00	0	500.00	1
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	126.33	4	0.00	0	0.00	0	126.33	4
CCOP	Civil Copies	13.75	8	0.00	0	0.00	0	13.75	8
CERT	Certified Copy	4.00	2	0.00	0	0.00	0	4.00	2

Payment Report - Fee Code Summary

Deposit Date: **10/01/2024 - 10/31/2024** Case Categories: **Civil; Criminal**
Locations: **JP4**

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

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
CFINE	County Fine	56,829.66	419	0.00	0	0.00	0	56,829.66	419
CHS	Courthouse Security Fee (CCP 102.017)	9.47	4	0.00	0	0.00	0	9.47	4
CHSJC	JP Security Fee (CCP 102.017)	3.16	4	0.00	0	0.00	0	3.16	4
CJS	Criminal Judicial Support Fee (LGC 103.105)	18.95	4	0.00	0	0.00	0	18.95	4
COLLFEE	Collection Agency Fee	1,617.30	22	0.00	0	0.00	0	1,617.30	22
CONT4	Constable Service Fee Pct #4	10,800.00	107	160.00	1	(160.00)	1	10,800.00	109
COPIES	Certified Copies	4.25	1	0.00	0	0.00	0	4.25	1
CRFEEOVER	Criminal Overpayment Fee	276.00	1	0.00	0	(276.00)	1	0.00	2
CSSF	Child Safety School Fee (CCP 102.014(c))	97.59	6	0.00	0	0.00	0	97.59	6
DDF	Deferred Disposition Fee	2,195.84	29	0.00	0	0.00	0	2,195.84	29
DSC	Driver's Safety Course Fee (CCP 45.0511(f1))	1.57	1	0.00	0	0.00	0	1.57	1
FNTC1	Child Safety Seat Fine Trauma Center	164.00	2	0.00	0	0.00	0	164.00	2
IDF	Indigent Defense Fee (LGC 133.107)	6.32	4	0.00	0	0.00	0	6.32	4
JCTF	Justice Court Technology Fee (CCP 102.0173)	12.63	4	0.00	0	0.00	0	12.63	4
JFR	Jury Reimbursement Fee (CCP 102.0045)	12.63	4	0.00	0	0.00	0	12.63	4
JTP	Juvenile Truancy Program (CCP 102.0174)	15.79	4	0.00	0	0.00	0	15.79	4
JURY	Jury Fee	44.00	2	0.00	0	0.00	0	44.00	2
MVF	Moving Violation Fee (CCP 102.022)	0.32	4	0.00	0	0.00	0	0.32	4
SB41CDRF	County Dispute Resolution fund - LGC 135.157	1,770.00	354	10.00	2	(10.00)	2	1,770.00	358
SB41JCSF	Justice Court Support Fund	8,850.00	354	50.00	2	(50.00)	2	8,850.00	358
SB41LAF	Language Access Fund - LGC 135.155	1,062.00	354	6.00	2	(6.00)	2	1,062.00	358
SB41SCF	State Consolidated Fee	588.00	28	21.00	1	(21.00)	1	588.00	30
SFC4	Service/Arrest Fee - Const. 4	15.79	4	0.00	0	0.00	0	15.79	4
SFMCWV	State Fine - Motor Carrier Weight Violation	6,957.93	11	0.00	0	0.00	0	6,957.93	11
STF	State Traffic Fee (TC 542.4031)	60.00	2	0.00	0	0.00	0	60.00	2
STFS	State Traffic Fine Due To State (HB2048)	57.91	2	0.00	0	0.00	0	57.91	2
TFC	Traffic	9.47	4	0.00	0	0.00	0	9.47	4
TPDF	Truancy Prevention and Diversion Fund - JP4 eDoc Conversion	6.32	4	0.00	0	0.00	0	6.32	4
TPWF	Texas P&W Fine	1,745.05	24	0.00	0	0.00	0	1,745.05	24
TRANS	Transcript	20.00	2	10.00	1	(10.00)	1	20.00	4
WARC4	Warrant Fee - Constable Pct. 4	100.00	2	0.00	0	0.00	0	100.00	2

Payment Report - Fee Code Summary

Deposit Date: **10/01/2024 - 10/31/2024** Case Categories: **Civil; Criminal**
Locations: **JP4** Payment Type: **Cash Bond Deposit; Counter Payment; ...**

Fee Code Summary									
Code Word	**Description**	**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
WEXEC	Writ of Execution	25.00	3	0.00	0	0.00	0	25.00	3
WF	Warrant Fee	50.00	1	0.00	0	0.00	0	50.00	1
WPOSS	Writ of Possession	105.00	21	0.00	0	0.00	0	105.00	21
WSF4	Constable #4 - Writ Service Fee	4,800.00	24	0.00	0	0.00	0	4,800.00	24
Fee Code Summary Totals		**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
		140,172.69	3,718	257.00	9	(533.00)	10	139,896.69	3,737

Justice of the Peace 4
Consolidated Court Cost Calculation Sheet

Deposit Date: 10/01/2024-10/31/2024

	DR	CR	GL Code	GL Description	ALLOCATION %
Local CCC-Class C		$5,422.94	99-9999-9999-000003	Local CCC-Class C Due to County	
Court Security Fee	$1,898.03		01.0361.0000.341154	COURTHOUSE SECURITY FEES	35.000000%
Local Truancy Prevention & Diversion Fund Fee	$1,936.77		01.0369.0000.370000	Local Truancy Prevention & Diversion Fund Fee	35.714300%
Justice Court Technology Fund	$1,549.41		01.0372.0000.341144	Justice Court Technology Fund	28.571400%
County Jury Fund Fee	$38.73		01.0100.0000.342853	County Jury Fund Fee	0.714300%
Percentage Distribution Total:	$5,422.94	$5,422.94			100.000000%
Collected	$5,422.94				

Commissioners Court - Regular Session **11.**

Meeting Date: 11/19/2024

Continuing education certificates and transcript

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

Department: Commissioner Pct. #1

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on acknowledging continuing education certificates and transcript for Commissioner Terry Cook.

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Training Certificates

Continuing education transcript

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/08/2024 10:06 AM
Form Started By: Garry Brown		Started On: 11/08/2024 09:56 AM
Final Approval Date: 11/08/2024		

CERTIFICATE OF PARTICIPATION

The Texas A&M AgriLife Extension Service

Awards This Certificate To

Terry Cook

For Successfully Completing 7.5 Hours of Educational Training

During the District 8 County Judges and Commissioners Conference

November 6, 2024
Stephenville, TX

TEXAS A&M AGRILIFE EXTENSION

PVAMU | EXTENSION

Dr. Rick Avery, Director

Jay Kingston, District Extension Administrator

Commissioners Court
ADVANCED CURRICULUM

County Judges and Commissioners Association of Texas

To all to whom these presents may come Greeting

Be it known that

Terry Cook

having completed the studies and satisfied the requirements of the

Commissioners Court Advanced Curriculum

Advanced Certification Course of the County Judges and Commissioners Association of Texas,

is accordingly conferred the designation of

Certified County Commissioners Court Member

with all of the honors, rights and privileges thereunto appertaining.

October 23, 2024

Attest:

Jen Crownovers, President
County Judges and Commissioners Association of Texas

Debbie Gonzales Ingalsbe, Chair
County Commissioners Education Committee

Texas Association of Counties

V.G.Young Institute of County Government
Texas A&M University

County Judges and Commissioners Association of Texas

COUNTY JUDGES AND COMMISSIONERS ASSOCIATION OF TEXAS

County Commissioner Continuing Education Transcript

Reporting Period: 1/1/2024 - 12/31/2024

Hon. Terry Cook
Commissioner
Williamson County
1801 E Old Settlers Blvd Ste 110
Round Rock, TX 78664-1908
Phone: (512) 244-8610
Fax: (512) 244-8616

ID:
244164
Term:
1/1/2017 - 12/31/2028

Date	Description	Earned Hours
1/1/2024	Excess hours carried from 2023	8.00
2/22/2024	2024 V.G. Young School for County Commissioners Courts	16.00
6/12/2024	2024 Conference of County Investment Academy	15.00
	Total Hours Earned: 39.00	

You have met your 2024 Commissioner Statutory Continuing Education requirement.
You will carry forward 8.00 hours to the next reporting period.

See Statute: Section 81.0025 Continuing Education, Local Government Code

Because continuing education sponsors are not required by law to report attendance to the Association, this transcript may not be a complete list of continuing education hours earned by the commissioner for this calendar year.

Print Date: 9/9/2024

If this report does not agree with your records, please call Administrative Assistant at (512) 482-0701 or (800) 733-0699 or cjca@allison-bass.com

Commissioners Court - Regular Session **12.**

Meeting Date: 11/19/2024

CAHFC Blanco

Submitted By: Hal Hawes, General Counsel

Department: General Counsel

Agenda Category: Consent

Information

Agenda Item

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

Background

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

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

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CAHFC Letter and Certificate Blanco Basin

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/12/2024 09:35 AM
Form Started By: Hal Hawes		Started On: 11/08/2024 03:42 PM
Final Approval Date: 11/12/2024		

CAHFC
CAPITAL AREA
HOUSING FINANCE CORPORATION

October 9, 2024

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

Re: Capital Area Housing Finance Corporation
Tax-Exempt Obligations
(Blanco Basin)

Dear Mr. Hawes:

The Capital Area Housing Finance Corporation (the *"Corporation"*) will issue its tax-exempt obligations in an aggregate principal amount not to exceed $45,000,000 (the *"Bonds"*) in order to provide funds to finance the cost of a residential development that will provide decent, safe and sanitary housing at affordable prices for residents within the Corporation's jurisdiction. The development is located in the City of San Marcos, Hays County (the *"Development"*). The Bonds will be special limited obligations of the Corporation payable solely from the collateral pledged to secure the Bonds. The sponsoring local political subdivisions of the Corporation are not in any way liable for the payment of the Bonds.

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

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

CAHFC
CAPITAL AREA
HOUSING FINANCE CORPORATION

Please review the General Certificate and call me at (512) 349-9104 with any questions or comments you may have. Otherwise, if all is in order, please execute the signature pages for the General Certificate and return them to Chapman and Cutler LLP, Bond Counsel to the Corporation, using the enclosed prepaid Federal Express envelope for delivery no later than Monday, November 18, 2024.

CAPITAL AREA HOUSING FINANCE CORPORATION

By _____
M. John Trofa
General Counsel

Enclosures

cc: Jim Shaw, Executive Director of Capital Area HFC

GENERAL AND NO LITIGATION CERTIFICATE OF WILLIAMSON COUNTY

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

1. This Certificate is for the benefit of the Attorney General of the State of Texas (the *"Attorney General"*) and all persons interested in the validity of the proceedings of the Capital Area Housing Finance Corporation (the *"Corporation"*) related to the issuance by the Corporation of its tax-exempt obligations for Blanco Basin project, to be issued in one or more series in an aggregate principal amount not to exceed $45,000,000 (the *"Bonds"*).

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

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

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

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

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

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

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

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

[Remainder of Page Intentionally Left Blank]

EXECUTED AND DELIVERED AS OF THE DATE SET FORTH BELOW.

WILLIAMSON COUNTY, TEXAS

By _____
Judge Bill Gravell

ATTEST

By_____
[Deputy] County Clerk

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

Commissioners Court - Regular Session **13.**

Meeting Date: 11/19/2024

CAHFC - Riverstone Apt.

Submitted By: Hal Hawes, General Counsel

Department: General Counsel

Agenda Category: Consent

Information

Agenda Item

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

Background

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

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

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CAHFC Riverstone Apt. Letter and Certificate

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/12/2024 09:35 AM
Form Started By: Hal Hawes		Started On: 11/08/2024 04:04 PM
Final Approval Date: 11/12/2024		

CAHFC
CAPITAL AREA
HOUSING FINANCE CORPORATION

October 8, 2024

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

Re: Capital Area Housing Finance Corporation
Tax-Exempt Obligations
(Riverstone Apartments)

Dear Mr. Hawes:

The Capital Area Housing Finance Corporation (the *"Corporation"*) will issue its tax-exempt obligations in an aggregate principal amount not to exceed $10,000,000 (the *"Bonds"*) in order to provide funds to finance the cost of a residential development that will provide decent, safe and sanitary housing at affordable prices for residents within the Corporation's jurisdiction. The development is located in the City of San Marcos, Hays County (the *"Development"*). The Bonds will be special limited obligations of the Corporation payable solely from the collateral pledged to secure the Bonds. The sponsoring local political subdivisions of the Corporation are not in any way liable for the payment of the Bonds.

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

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

CAHFC
CAPITAL AREA
HOUSING FINANCE CORPORATION

Please review the General Certificate and call me at (512) 349-9104 with any questions or comments you may have. Otherwise, if all is in order, please execute the signature pages for the General Certificate and return them to Chapman and Cutler LLP, Bond Counsel to the Corporation, using the enclosed prepaid Federal Express envelope for delivery no later than Monday, November 18, 2024.

CAPITAL AREA HOUSING FINANCE CORPORATION

By _____
M. John Trofa
General Counsel

Enclosures

cc: Jim Shaw, Executive Director of Capital Area HFC

GENERAL AND NO LITIGATION CERTIFICATE OF WILLIAMSON COUNTY

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

1. This Certificate is for the benefit of the Attorney General of the State of Texas (the *"Attorney General"*) and all persons interested in the validity of the proceedings of the Capital Area Housing Finance Corporation (the *"Corporation"*) related to the issuance by the Corporation of its tax-exempt obligations for Riverstone Apartments project, to be issued in one or more series in an aggregate principal amount not to exceed $10,000,000 (the *"Bonds"*).

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

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

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

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

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

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

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

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

[Remainder of Page Intentionally Left Blank]

EXECUTED AND DELIVERED AS OF THE DATE SET FORTH BELOW.

WILLIAMSON COUNTY, TEXAS

By _____
Judge Bill Gravell

ATTEST

By_____
[Deputy] County Clerk

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

Commissioners Court - Regular Session **14.**

Meeting Date: 11/19/2024

Maxwell Hwy 21

Submitted By: Hal Hawes, General Counsel

Department: General Counsel

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action authorizing the County Judge to execute the General and No Litigation Certificate of Williamson County relating to the Capital Area Housing Finance Corporation's issuance of its tax-exempt obligations for Maxwell Hwy 21 project.

Background

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

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

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Maxwell Hwy 21

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/12/2024 09:36 AM
Form Started By: Hal Hawes		Started On: 11/08/2024 04:17 PM
Final Approval Date: 11/12/2024		

CAHFC
CAPITAL AREA
HOUSING FINANCE CORPORATION

October 9, 2024

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

Re: Capital Area Housing Finance Corporation
Tax-Exempt Obligations
(Maxwell Hwy 21)

Dear Mr. Hawes:

The Capital Area Housing Finance Corporation (the *"Corporation"*) will issue its tax-exempt obligations in an aggregate principal amount not to exceed $70,000,000 (the *"Bonds"*) in order to provide funds to finance the cost of a residential development that will provide decent, safe and sanitary housing at affordable prices for residents within the Corporation's jurisdiction. The development is located in Maxwell, Caldwell County (the *"Development"*). The Bonds will be special limited obligations of the Corporation payable solely from the collateral pledged to secure the Bonds. The sponsoring local political subdivisions of the Corporation are not in any way liable for the payment of the Bonds.

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

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

CAHFC
CAPITAL AREA
HOUSING FINANCE CORPORATION

Please review the General Certificate and call me at (512) 349-9104 with any questions or comments you may have. Otherwise, if all is in order, please execute the signature pages for the General Certificate and return them to Chapman and Cutler LLP, Bond Counsel to the Corporation, using the enclosed prepaid Federal Express envelope for delivery no later than Monday, November 18, 2024.

CAPITAL AREA HOUSING FINANCE CORPORATION

By _____
M. John Trofa
General Counsel

Enclosures

cc: Jim Shaw, Executive Director of Capital Area HFC

GENERAL AND NO LITIGATION CERTIFICATE OF WILLIAMSON COUNTY

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

1. This Certificate is for the benefit of the Attorney General of the State of Texas (the *"Attorney General"*) and all persons interested in the validity of the proceedings of the Capital Area Housing Finance Corporation (the *"Corporation"*) related to the issuance by the Corporation of its tax-exempt obligations for Maxwell Hwy 21 project, to be issued in one or more series in an aggregate principal amount not to exceed $70,000,000 (the *"Bonds"*).

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

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

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

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

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

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

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

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

[Remainder of Page Intentionally Left Blank]

EXECUTED AND DELIVERED AS OF THE DATE SET FORTH BELOW.

WILLIAMSON COUNTY, TEXAS

By _____
Judge Bill Gravell

ATTEST

By_____
[Deputy] County Clerk

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

Commissioners Court - Regular Session **15.**

Meeting Date: 11/19/2024

Approval of Amendment to Extend Hail Damaged County Vehicles for Rock Collision Center, LLC for the Commissioner's Court Department

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 the addendum to the current Master Service Contract between Williamson County and Rock Collision Center LLC. for repairs to thirty-seven (37) county vehicles damaged by hail with a not-to-exceed amount of $144,650.72,]to extend the project completion date three (3) more weeks, and authorizing the execution of the agreement.

Background

The approval of this amendment will allow the extension of Rock Collison Center LLC to service and repair Williamson County vehicles that were damaged by hail. On the March 5, 2024, agenda, item #31 was approved in relation to vehicle repairs stemming from hail damage with a not-to-exceed amount of $144,650.72. The amendment will allow for the project completion date to be modified from 09.30.2024 for an additional 3 weeks starting on 11.19.2024. Orig ID #1121. Department Point of Contact is Shannon Francis. The vendor is publicly traded, therefore a 1295 will not be required.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Rock Collision Addendum

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	11/13/2024 04:13 PM
County Judge Exec Asst.	Becky Pruitt	11/14/2024 08:16 AM
Form Started By: Koren Shannon		Started On: 11/04/2024 09:25 AM
Final Approval Date: 11/14/2024		

AMENDMENT TO
WILLIAMSON COUNTY MASTER SERVICE CONTRACT
Rock Collision Center, LLC

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

THIS AMENDMENT TO WILLIAMSON COUNTY MASTER SERVICE CONTRACT ("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 Rock Collision Center, LLC ("Service Provider"), both of which are referred to herein as the parties.

WHEREAS, the County and Service Provider entered into a Master Service Contract, dated effective May 9, 2024 (the "Contract"), setting forth the terms and conditions pursuant to which Service Provider agreed to provide certain services;

WHEREAS, the Parties desires to amend the Contract to modify the Project Completion Date to accommodate unexpected delays.

NOW THEREFORE, the Parties agree that the Contract is amended as follows:

AMENDMENT

I. Section II. Effective Date and Term of the Agreement shall be amended as follows:

> **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 the Project Completion Date or when terminated pursuant to this Contract, whichever event occurs first. The Project Completion Date is defined as the date by which all service and obligations shall be fully performed and delivered to the satisfaction of the County. The parties acknowledge and agree that the Project Completion Date is initially set to be on or before **November 30, 2024**, however this date may be amended at the sole discretion of the County. Upon successful completion of the Services, this contract shall automatically terminate without further obligation from either party, except as otherwise expressly provided herein.

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 Contract; and,

furthermore, the Contract and this Amendment are the valid, binding, and enforceable obligations of such party.

III. All other terms of the Contract 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 of September 30, 2024.

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
County Judge/Presiding Officer

Date: _____

ROCK COLLISION CENTER, LLC:

Jorge
_____
Authorized Signature

Jorge Rodriguez
_____
Printed Name

Date: 10/15/2024

Commissioners Court - Regular Session **16.**

Meeting Date: 11/19/2024

Donation of desks and cubicles

Submitted By: Richard Semple, Information Technology

Department: Information Technology

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action to accept a donation of 100 HON Desks and cubicles from Khoros, LLC.

Background

Khoros, LLC would like to donate 100 used HON desks and 100 HON used cubicle dividers to the County. The estimated value of the desks and cubicles is approximately $36,000.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Donation Letter

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/14/2024 12:44 PM
Form Started By: Richard Semple		Started On: 11/14/2024 09:40 AM
Final Approval Date: 11/14/2024		

Docusign Envelope ID: A4C20ED3-8B55-4059-8FE8-3410880703BB

Khoros

Dear Judge Gravel,

I hope this letter finds you well. I am writing on behalf of Khoros, LLC to propose a donation of 100 desks and cubicles to Williamson County. These items have fully depreciated, and therefore are valued at $0.

HON Desks, adjustable height - QTY: 100
HON modular cubicle dividers - QTY: 100

We believe that these desks and cubicles can provide valuable support to various county departments, and contribute positively to the work environment.

Upon acceptance of this donation, we can make arrangements for the desks to be collected by 12/31/24.

Thank you for considering our donation, and look forward to your response.

Sincerely,

Signed by:

001A560ED1AA4B3...

Jeff Yentis, CFO

Docusign Envelope ID: A4C20ED3-8B55-4059-8FE8-3410880703BB

Commissioners Court - Regular Session **17.**

Meeting Date: 11/19/2024

Approval Amendment for CloudGavel's Electronic eWarrant Solutions to extend the pilot term from Tyler Technologies for IT Department.

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the execution of the software service amendment #202570 between Williamson County and Tyler Technologies, Inc. for the CloudGavel's eWarrent Solutions software, pursuant to Sourcewell contract #090320-TTI., extending the existing agreement of the pilot term of the original agreement from September 30, 2024, to December 31, 2024.

Background

CloudGavel's electronic warrant solution changes the way the criminal justice system operates. eWarrants is a practice by which the warrant process can be facilitated in a secure cloud environment. The capability of processing warrants online allows for a rapid response time by the courts. Law enforcement officers can now get an arrest warrant approved in minutes as opposed to hours.

The initial contract was approved on June 18, 2024 in Commissioner's Court, and approved with the pilot term set to expire on September 30, 2024, with an auto-renewal on October 1, 2024. The new amendment will have the pilot term continue until December 31, 2024, and upon expiration of the pilot term, the agreement will start for the first full term on January 1, 2025 and continue through December 31, 2025. Upon expiration of the first term, this agreement will renew automatically for an additional one (1) year renewal term at our then-current SaaS Fees unless terminated in writing by either party sixty (60) days prior to the end of term. Since the original pilot term has already been approved, invoiced, and paid, no additional money will be involved with this amendment. The amendment has been approved by IT, the Auditor's Office, and Contract Audit and General Counsel. Orig #1570. Department contact is Deana Saucedo. Tyler Technologies, Inc. is a publicly-traded company, and therefore a 1295 Form is not required.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Amendment and Orginal Agenda item

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	11/14/2024 09:13 AM
County Judge Exec Asst.	Becky Pruitt	11/14/2024 09:29 AM
Form Started By: Sandra Malcolm		Started On: 11/13/2024 09:03 AM
Final Approval Date: 11/14/2024		

AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at 5101 Tennyson Parkway, Plano, Texas 75024 ("Tyler") and Williamson County, TX, with offices at 710 S. Main Street, Ste. 101, Georgetown, TX 78626 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated June 18, 2024 entered into pursuant to Sourcewell Contract #090320-TTI ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. Section F(1) (Term) of the Agreement is hereby deleted and replaced in its entirety with the following:

   "1. Term. This Agreement shall have an initial pilot term that commences on the Effective Date and continues through December 31, 2024 (the "Pilot Period"). Upon the expiration of the Pilot Period, the Agreement will continue for the first full term, which shall commence on January 1, 2025 and continue through December 31, 2025 (the "First Term"). Upon expiration of the First Term, this Agreement will renew automatically for additional one (1) year renewal terms (each a "Renewal Term") at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement."

2. Section 3.4.1.2 of Exhibit B (Invoicing and Payment Policy) is hereby deleted and replaced in its entirety with the following:

   "3.4.1.2 You may choose to use eWarrants to send additional warrants beyond the scope set forth in Section 3.4.1.1 above (e.g., other agencies, judges, or warrant types). Fees for any such additional warrants will be invoiced in arrears on January 1, 2025 for the actual number of additional warrants initiated during the Pilot Period at the applicable rate in the Per Warrant Cost Table set forth in the Investment Summary."

3. For the avoidance of doubt and notwithstanding any provision in the Agreement to the contrary, including in Exhibit A (Investment Summary), all references in the Agreement to the Pilot Period are hereby deemed to refer to the period Effective Date – December 31, 2024, and all references to the First Term are hereby deemed to refer to the period January 1, 2025 - December 31, 2025. There are no changes to the amounts due for each period as set forth in Exhibit A of the Agreement.

4. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, duly authorized representatives of the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.	Williamson County, TX
By: Rachel Mehlsak	By:
Name: Rachel Mehlsak	Name:
Title: Sr. Corporate Attorney	Title:
Date: 10/31/24	Date:

SOFTWARE AS A SERVICE AGREEMENT

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

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

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

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

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

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

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

SECTION A – DEFINITIONS

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

Software.

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

SECTION B – SAAS SERVICES

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

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

3. Ownership.

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

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

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

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

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

6. SaaS Services.

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

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

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

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

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

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

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

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

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

SECTION C – OTHER PROFESSIONAL SERVICES

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

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

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

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

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

6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You agree that it is your responsibility to ensure that you satisfy the then-current system requirements, if any, minimally required to run the Tyler Software.

7. Client Assistance. You acknowledge that the implementation of the Tyler Software, and the ability to meet project deadlines and other milestones, is a cooperative effort requiring the time and resources of your personnel, as well as ours. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement.

8. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

   9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to

any applicable release life cycle policy);

9.2 provide support during our established support hours;

9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) week's advance notice.

10. Legislative Change Support. For county customers, we make available legislative change support as follows:

10.1 We will provide you with refinements, enhancements, or other modifications to the Tyler Software as necessary to comply with enacted statewide legislation or administrative regulation applicable to all our clients in your state pertaining to: (a) existing reports, exports, or data exchanges; (b) new reports; (c) new data entry fields for state reporting; (d) new fee calculations; (e) new disposition templates; (f) new sentence templates; or (g) new citation templates.

10.2 We will use commercially reasonable efforts to implement such changes within the time frames set in the applicable legislation or regulation, but in any event within the next version release of the Tyler Software.

10.3 For county customers, our responsibility for legislative change support in each annual term is limited to the number of hours of analysis, post-release data migration, and testing services, at our then-current hourly rates, equal to 20% of the total annual maintenance and support fees or 8% of the total annual SaaS fees paid by all customers within your state during that term.

10.4 You are responsible for any fees in excess of the applicable limits under Section 10.3 above, as well as the cost of any other services required to implement such changes, including, without limitation, training, configuration, project management, or data conversion from external sources. Prior to performing any services under this Section that would result in fees to you, we will provide you with a change order or addendum.

10.5 Business process changes, including usage of optional or new features and data fields, may be required to meet the needs of legislative changes. Tyler will document intended utilization of such new features or new fields, but it is the client's responsibility to enact process changes for compliance with new requirements.

10.6 Our legislative change support obligations do not apply to services required to support new duties or responsibilities that expand upon the scope of your internal business purposes disclosed to us as of the Effective Date.

SECTION D – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products identified in the Investment Summary, the Third Party Terms will apply. You acknowledge that we may have embedded third-party functionality in the Tyler Software that is not separately identified in the Investment Summary. If that third-party functionality is not separately identified in the Investment Summary, the limited warranty applicable to the Tyler Software applies, and we further warrant that the appropriate Developer has granted us the necessary license to (i) embed the unidentified third-party functionality in the Tyler Software; and (ii) sub-license it to you through our license grant to the Tyler Software. You may receive maintenance and support on such embedded third-party software under the Maintenance and Support Agreement.

SECTION E – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS

Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. This Agreement shall have an initial pilot term that commences on the Effective Date and continues through September 30, 2024 (the "Pilot Period"). Upon the expiration of the Pilot Period, the Agreement will continue for the first full term, which shall commence on October 1, 2024 and continue through September 30, 2025 (the "First Term"). Upon expiration of the First Term, this Agreement will renew automatically for additional one (1) year renewal terms (each a "Renewal Term") at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).

   2.1 Termination for Convenience During Pilot Period. During the Pilot Period only, you may terminate this Agreement for convenience by providing Tyler with thirty (30) days written notice. In the event of such termination for convenience during the Pilot Period, you will not be entitled to a refund of previously paid fees.

   2.2 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

   2.3 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).

   2.4 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.

   2.5 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will defend, indemnify, and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER

WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).**

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000; (b) Automobile Liability of at least $1,000,000; (c) Professional Liability of at least $1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least $5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional Tyler products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum or Tyler purchase order. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional Tyler products and services at our then-current list price, also by executing a mutually agreed addendum or Tyler purchase order. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum or Tyler purchase order.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will

convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect

the rights of third parties under any Third Party Terms.

11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. To the extent Client engages independent contractors to fulfill its obligations under this Agreement, Client shall enter into a written agreement with said independent contractors that contains confidentiality covenants at least as restrictive as the confidentiality covenants contained herein. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

(a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents; or
(b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure; or
(c) a party receives from a third party who has a right to disclose it to the receiving party; or
(d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement, or a subpoena; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

19. Texas Prompt Payment Act Compliance. Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Client receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by Client in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Client's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

20. Right to Audit. Tyler agrees that licensee or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine any and all books, documents, papers and records of Tyler which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, provided however, that any such audit shall be subject to Tyler's current confidentiality and security policies. Tyler agrees that licensee shall have access during normal working hours to all necessary Tyler facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Licensee shall give Tyler reasonable advance notice, but no less than thirty (30) days advance written notice, of intended audits. Client shall be responsible for the cost of any audit conducted under this section unless otherwise agreed to by the parties in writing pursuant to the terms of this Agreement.

21. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.

22. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that

party to this Agreement.

23. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

24. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

25. Twilio Acceptable Use Policy and Terms of Service. Your use of the Tyler Software may include functionality provided by a Third Party Developer, Twilio. Your rights, and the rights of any of your end users, to use said functionality are subject to the terms of the Twilio Acceptable Use Policy, available at http://www.twilio.com/legal/aup, and to applicable provisions found in the current Twilio Terms of Service, available at https://www.twilio.com/legal/tos. By signing a Tyler Agreement or accessing, installing, or using any such Tyler solution, you certify that you have reviewed, understand and agree to said terms. Tyler hereby disclaims any and all liability related to your or your end user's failure to abide by the terms of the Twilio Acceptable Use Policy or Terms of Service. Any liability for failure to abide by said terms shall rest solely with the person or entity whose conduct violated said terms.

26. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process
Exhibit D	CloudGavel Application Service Provider Agreement ("CloudGavel EULA")

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

By: Sherry Clark

Name: Sherry Clark

Title: Group General Counsel

Date: 5/23/24

Address for Notices:
Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

With a copy to:
Tyler Technologies, Inc.
5101 Tennyson Parkway
Plano, TX 75024
Attention: Legal Department

Williamson County, TX

By: Bill Gravell (Jun 18, 2024 11:52 CDT)

Name: _____

Title: _____

Date: _____

Address for Notices:
Williamson County, TX
_____
_____
Attention: _____

Agenda Item #39, CC 06.11.24 Approval of Service Agreement for CloudGavel Warrant Solutions with Tyler Technologies for IT (Koren)

Final Audit Report 2024-06-18

Created:	2024-06-14
By:	Andy Portillo (andy.portillo@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAABe4QeEAYdTGj8CgdJgRo7xAmDJqas9E4

"Agenda Item #39, CC 06.11.24 Approval of Service Agreement for CloudGavel Warrant Solutions with Tyler Technologies for IT (Koren)" History

Document created by Andy Portillo (andy.portillo@wilco.org)
2024-06-14 - 8:05:35 PM GMT- IP address: 66.76.4.65

Document emailed to Rebecca Pruitt (becky.pruitt@wilco.org) for delegation
2024-06-14 - 8:07:04 PM GMT

Email viewed by Rebecca Pruitt (becky.pruitt@wilco.org)
2024-06-17 - 1:19:58 PM GMT- IP address: 66.76.4.65

Document signing delegated to Bill Gravell (bgravell@wilco.org) by Rebecca Pruitt (becky.pruitt@wilco.org)
2024-06-18 - 4:47:23 PM GMT- IP address: 66.76.4.65

Document emailed to Bill Gravell (bgravell@wilco.org) for signature
2024-06-18 - 4:47:23 PM GMT

Email viewed by Bill Gravell (bgravell@wilco.org)
2024-06-18 - 4:51:44 PM GMT- IP address: 66.76.4.65

Document e-signed by Bill Gravell (bgravell@wilco.org)
Signature Date: 2024-06-18 - 4:52:13 PM GMT - Time Source: server- IP address: 66.76.4.65

Agreement completed.
2024-06-18 - 4:52:13 PM GMT

Powered by Adobe Acrobat Sign

Exhibit A
Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Pilot Period

Third Party SaaS Software Fee Payments	
	Pilot Period (Effective Date - Sept. 30, 2024)
eWarrants/CloudGavel	$5,000
Total Third Party Software Fee Payments	**$5,000**
Notes: Pilot Period scope includes an unlimited number of arrest warrants from Round Rock Police Dept. (RRPD) only submitted to the Williamson County Associate Judges only. Additional warrants executed outside the scope described above (e.g. other warrant types or warrants to/from additional agencies) will be billed in arrears at the end of the Pilot Period based on the per warrant cost table.	

First Term

Third Party SaaS Software Fee Payments		
	First Term (October 1, 2024 - Sept. 30, 2025)	
eWarrants/CloudGavel	$15,000	
Total Third Party Software Fee Payments	**$15,000**	
Third Party SaaS Software (First Term)		**Annual Fee**
eWarrants/CloudGavel (Up to 600 Warrants - First Term)**		**$15,000**
	Sourcewell Discount	**-$1,500**
	Total Annual Software Fee (First Term)	**$13,500**
Implementation Services		
Professional Services-Year 1 (Fixed Cost)		**Cost**
Professional Services (Implementation of eWarrants/CloudGavel)		$43,550
	Total Professional Services Cost	**$43,550**
Travel Expenses		
Travel Expenses will be billed as incurred according to Tyler's standard business travel policy.		
NOTES:		
**First Term: The scope for the First Term and Renewal Terms includes up to 600 warrants annually (including any type of warrant, to/from any agency). If Client exceeds the annual stated maximum number of warrants per year (600 ea.), Client will be billed quarterly in arrears for the executed warrant overages based on the per warrant cost table, beginning in the quarter in which the annual maximum amount is exceeded.		

Per Warrant Cost Table

Price Per Warrant	Number Of Warrants (Annually)
$25	1-600 warrants
$23	601 – 1,500 warrants
$20	1,501 warrants and above

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Exhibit B
Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. SaaS Fees for Tyler Software. For the avoidance of doubt, as of the Effective Date, no Tyler Software, and no associated SaaS Fees, are included in the Agreement.

2. Other Tyler Software and Services.

   2.1 Implementation and other professional services (including training), at the rates set forth in the Investment Summary, are billed and invoiced in accordance with the following milestones:

      2.1.1 25% upon completion of the Kickoff Meeting;

      2.1.2 25% upon Tyler providing Client with access to the Test environment;

      2.1.3 50% on the date that Tyler makes the Tyler Software set forth in the Investment Summary first available for use in live production.

3. Third Party Products.

   3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

   3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software, if any, is invoiced when we make it available to you for downloading.

   3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

   3.4 *Third Party SaaS Fees:* Third Party SaaS Fees for the eWarrants/CloudGavel software are invoiced as set forth below. Your use of the eWarrants/CloudGavel software is subject to the additional terms and conditions contained in the CloudGavel EULA attached as Exhibit D to this Agreement.

      3.4.1 Pilot Period. Third Party SaaS Fees for the Pilot Period, in the amount of $5,000,

shall be invoiced on the Effective Date. During the Pilot Period, the following terms shall apply:

3.4.1.1 The Third Party SaaS Fees for the Pilot Period include an unlimited number of arrest warrants from Round Rock Police Department submitted to the Williamson County Associate Judges.

3.4.1.2 You may choose to use eWarrants to send additional warrants beyond the scope set forth in Section 3.4.1.1 above (e.g., other agencies, judges, or warrant types). Fees for any such additional warrants will be invoiced in arrears on October 1, 2024 for the actual number of additional warrants initiated during the Pilot Period at the applicable rate in the Per Warrant Cost Table set forth in the Investment Summary.

3.4.2 First Term. Following the Pilot Period, Third Party SaaS Fees for eWarrants/CloudGavel are invoiced on an annual basis, beginning with the commencement of the First Term as set forth in Section F(1) of this Agreement. Your annual Third Party SaaS Fees for the First Term are set forth in the Investment Summary. Any additional warrants initiated in a given annual term beyond the maximum annual amount included in the Investment Summary will be billed quarterly in arrears, beginning with the quarter in which the annual amount is exceeded, at the applicable rate set forth in the Per Warrant Cost Table based on the actual number of additional warrants initiated. Upon expiration of the First Term, your annual Third Party SaaS Fees will be at our then-current rates.

3.5 *Third Party Services:* Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with the Williamson County Vendor Reimbursement Policy.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.

Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

   A. Reservations & Tickets

   The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within $100 (each way) of the lowest logical fare. If a net savings of $200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

   Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

   Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

   B. Baggage Fees

   Reimbursement of personal baggage charges are based on trip duration as follows:

   - Up to five (5) days = one (1) checked bag
   - Six (6) or more days = two (2) checked bags

   Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

   Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to $10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

   All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

   When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

   The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

   Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.

Exhibit C
Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows: (Service Availability – Downtime) ÷ Service Availability.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. Service Availability

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work

with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Client Relief Schedule	
Actual Attainment	**Client Relief**
99.99% - 98.00%	Remedial action will be taken
97.99% - 95.00%	4%
Below 95.00%	5%

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable that the Tyler Software will be unavailable during the maintenance window.

Exhibit C
Schedule 1
Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

(1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most "how-to" and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
(2) Email – for less urgent situations, users may submit emails directly to the software support group.
(3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

(1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
(2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
(3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
(4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of

such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler's Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client's needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

Exhibit D
CloudGavel EULA

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

FusionStak | CloudGavel

Application Service Provider Agreement

WHEREAS CloudGavel LLC (“CloudGavel”) provides a hosted Internet-based online document electronic signature software service under the trademark “CloudGavel” (collectively the "Service"), and our customer, as specified in the Tyler contract/amendment (“Customer”), wishes to subscribe to and use the Service. The initial number of subscriptions desired by Customer are specified in the Order Form.

THEREFORE, the parties agree as follows:

1. Definitions and Construction

1.1 As used in this Agreement and in any other related Order Form now or hereafter associated herewith, the following definitions shall apply:

(a) "Agreement" means these terms of use, any Order Forms issued hereunder and any materials available on the CLOUDGAVEL website specifically incorporated by reference herein, as such materials and the terms of this Agreement may be updated by CLOUDGAVEL from time to time in its sole discretion;

(b) "Content" means the information, documents, software, products and services contained or made available to Customer in the course of using the Service;

(c) "Customer Data" means any data, information or material provided or submitted by Customer to the Service in the course of using the Service;

(d) "Effective Date" means the earlier of (i) the date this Agreement is signed by both parties and (ii) the date Customer begins using the Service;

(e) "Intellectual Property Rights" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world;

(f) "Order Form(s)" means the document or other tangible form of communication evidencing the initial subscription for the Service and any subsequent modification thereto, specifying, among other things, the number of licenses, the applicable fee, the billing period, and other charges as agreed to between the parties, each such Order Form to be incorporated into and to become a part of this Agreement;

(g) "CLOUDGAVEL Technology" means all of CLOUDGAVEL's proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to Customer by CLOUDGAVEL in providing the Service;

(h) "Service(s)" means CLOUDGAVEL's online document electronic signature software and updates and revisions which CLOUDGAVEL shall implement from time to time, to which Customer is being granted access via IP address under this Agreement, and includes the CLOUDGAVEL Technology, the Content, and data transmission, access and storage; and

2. License Grant & Restrictions

2.1 **Use of Service.** Subject to the payment of fees described in Section 6, CLOUDGAVEL hereby grants Customer a non-exclusive, non-transferable right to access and use the Service, solely for Customer’s own internal business purposes, in accordance with the terms and conditions of this Agreement. All rights not expressly granted to Customer are reserved by CLOUDGAVEL. Customer may and may permit its employees and third party contractors who have been specifically authorized by User in writing (including Customer, collectively “Authorized Users”) to access and use the Service solely for the benefit of Customer, subject to and in accordance with the terms of this Agreement. Customer shall notify CLOUDGAVEL of any unauthorized third party access to or use of the Service. Customer shall at all times remain liable for any and all violations of this Agreement by any Authorized User in accordance with the terms and conditions set forth herein.

2.2 **No Sublicense.** Customer shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the Content in any way; (ii) modify or make derivative works based upon the Service or the Content; (iii) create Internet "links" to the Service or "frame" or "mirror" any Content on any other server or wireless or Internet-based device without authorization from CLOUDGAVEL; (iv) reverse engineer the Service; (v) grant any security interest in the Service; (vi) remove or alter any copyright, trademark,

or other proprietary notices, legends, symbols or labels appearing on or in the Service; or (vii) access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service. Authorized User login credentials cannot be shared or used by more than one individual Authorized User but may be reassigned from time to time to new Authorized Users who are replacing former Authorized Users who have terminated employment or otherwise changed job status or function and no longer use the Service.

2.3 **Internal Business Use Only.** Customer may use the Service only for Customer's internal business purposes and shall not, nor shall it permit any third party to: (i) upload or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortuous material, including material harmful to children or violative of third party privacy rights; (ii) knowingly upload or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iii) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (iv) attempt to gain unauthorized access to the Service or its related systems or networks.

2.4 **Access.** The Service will be accessed through CLOUDGAVEL's network (the "CloudGavel Network"). Customer shall (a) comply with any CLOUDGAVEL policies or instructions concerning access to, use of and security of the CLOUDGAVEL Network, (b) access and use the CLOUDGAVEL Network solely for the purpose of exercising the license granted to Customer in Section 2.1, in accordance with the terms and conditions of this Agreement, and (c) cease use of the CLOUDGAVEL Network immediately upon termination or expiration of this Agreement. Customer shall provide its Authorized Users with login credentials to access the CLOUDGAVEL Network, through which Authorized Users are able to access and use the Service. Authorized Users shall not cause or permit their login credentials to be used under any circumstances by any other person or entity for any purpose. Without limiting the foregoing, CLOUDGAVEL shall have the right to restrict and monitor Customer's and its Authorized Users' use of the CLOUDGAVEL Network; however, no such restriction or monitoring shall affect Customer's use of the Services contemplated hereunder in accordance with the terms and conditions set forth herein. Access to the CLOUDGAVEL Network and the Service residing thereon is subject to interruptions for routine maintenance and updates and for any power or service outages and other circumstances outside CLOUDGAVEL's reasonable control. CLOUDGAVEL will use commercially reasonable efforts to provide Customer with reasonable prior notice of any scheduled downtime or maintenance of the CLOUDGAVEL Network. CLOUDGAVEL MAKES NO REPRESENTATION, WARRANTY OR GUARANTY REGARDING THE AVAILABILITY OF THE SERVICE OR UPTIME OF THE CLOUDGAVEL NETWORK. Customer acknowledges that CLOUDGAVEL does not control the transfer of data over communications facilities, including the Internet, and that access to the Service may be subject to the limitations, delays and security breaches inherent in the use of such communications facilities.

2.5 **Third Party Software.** Certain third party proprietary software is made available to Customer together with the CLOUDGAVEL Technology and the Service pursuant to certain third party licenses and notices as indicated in the documentation posted on the Service ("Third Party Software"). This Agreement does not grant Customer or any of its Authorized Users any right to use such Third Party Software, nor does CLOUDGAVEL make any representation or warranty regarding such Third Party Software. Use of Third Party Software is subject to the terms and conditions of the applicable third party licenses or notices.

3. Customer Responsibilities

3.1 **Compliance.** Customer is responsible for all activity occurring under Authorized User accounts and Customer shall and shall cause all Customer Users to abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with Customer's and its Authorized Users' use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data including HIPAA information restrictions. Customer shall and shall cause all Customer Users to: (i) notify CLOUDGAVEL immediately upon discovering any unauthorized use of any CLOUDGAVEL password or account or any other known or suspected breach of security; (ii) report to CLOUDGAVEL immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by Customer; and (iii) not impersonate another CLOUDGAVEL user or provide false identity information to gain access to or use the Service. Furthermore, other than the payment of amounts due pursuant to Annex 1 attached hereto or as otherwise expressly provided in this Agreement, Customer shall cause each Authorized User to comply with the obligations of this Agreement as if the Authorized User is the Customer.

4. Account Information and Data

4.1 **Customer Data.** In the event this Agreement is terminated, CLOUDGAVEL will provide to Customer a file of the Customer Data within 30 days of termination. This data should be provided in a commonly used format that does not require a proprietary product to access (e.g. csv).

4.2 **Backup.** CLOUDGAVEL shall conduct full database server backups at appropriate intervals, in its sole and absolute discretion, based upon utilization and data content changes. CLOUDGAVEL shall store a monthly backup offsite for disaster recovery and long term data archive. Upon Customer's written request and at the published custom programming service fees, Customer's Data may be restored. Customer Data is archived on a 2 week rotating backup basis. CLOUDGAVEL shall

use commercially reasonable means to ensure the security of Customer Data during the term of this Agreement, and any renewal thereof, and in accordance with all records and reporting requirements set forth herein.

4.3 **Analysis.** CLOUDGAVEL reserves the right to perform statistical analysis and diagnostics of all of our web sites, data, application hosting and our hosting systems. We do this to measure the effectiveness of our web sites, to optimize website performance, and to ensure license compliance. In connection with the foregoing, CLOUDGAVEL may aggregate deidentified Customer Data, and other information collected by CLOUDGAVEL in connection with Customer's or its Authorized Users' use of the Service, with non-identifiable anonymous data from other CLOUDGAVEL customers to create anonymous aggregated data that does not identify Customer or any Customer Data or Authorized User ("Aggregated Data"). CLOUDGAVEL shall solely own all rights in and to any Aggregated Data, and has the irrevocable right to maintain, store, use, disclose or sell such Aggregated Data; however, Customer shall retain full ownership of Customer Data. CLOUDGAVEL may use Aggregated Data for its internal purposes, including, without limitation, to perform statistical analyses to improve the Service, and for CLOUDGAVEL's other legitimate business purposes, including, without limitation, to supply market research to strategic partners, advertisers or other third parties.

5. Intellectual Property Ownership

5.1 **Ownership.** CLOUDGAVEL alone shall own all right, title and interest, including all related Intellectual Property Rights, in and to the CLOUDGAVEL Technology, the Content and the Service and any suggestions, ideas, enhancement requests, feedback or recommendations or other information provided by Customer or any other party relating to the Service, other than Customer Data (collectively, "Feedback"). CLOUDGAVEL will be entitled to, but is not obligated to, use any such Feedback for any purpose whatsoever without restriction and without compensating Customer in any way, and by submitting any such Feedback, Customer represents to CLOUDGAVEL, that Customer has the right to provide such Feedback to CLOUDGAVEL. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the Service, the CLOUDGAVEL Technology or the Intellectual Property Rights owned by CLOUDGAVEL. The CLOUDGAVEL name, the CLOUDGAVEL logo, and any other product names that may be associated with the Service are trademarks of CLOUDGAVEL or third parties, and no right or license is granted to use them.

5.2 **Further Assurances.** If Customer is ever held or deemed to be the owner of any CLOUDGAVEL Technology, the Service or the Content, or any Intellectual Property Rights therein or thereto, Customer hereby irrevocably and exclusively assigns to CLOUDGAVEL all right, title and interest in and to such technology, service or content and the Intellectual Property Rights therein or thereto, in perpetuity, whether now or hereafter known or devised. To the extent that any applicable law prohibits or limits such assignment, Customer hereby grants to CLOUDGAVEL an exclusive, irrevocable, royalty-free, fully paid-up, transferable, sublicenseable (including through multiple tiers), worldwide right and license to access and use such CLOUDGAVEL Technology, Service or Content. Upon CLOUDGAVEL's request, Customer shall take all such other actions, including, without limitation, the execution and delivery of documents in recordable form, as may be reasonably necessary to vest, secure and perfect the rights and interests of CLOUDGAVEL in and to the CLOUDGAVEL Technology, the Service and the Content.

6. Charges and Payment of Fees

6.1 **Fee Payment.** Customer shall pay all fees or charges to Customer's account in accordance with the fees and billing terms set forth in Customer's agreement with Tyler.

7. Billing and Renewal

7.1 **Fees in Advance.** Customer shall pay all fees in advance for use of the Service and remit all payments to Tyler directly in accordance with the the payment schedules and terms set forth in Customer's agreement with Tyler.

8. Suspension and Audit

8.1 **Non-Payment Suspension or Termination.** In addition to any other rights granted to CLOUDGAVEL herein, CLOUDGAVEL reserves the right to suspend or terminate this Agreement and Customer's access to the Service if any invoice remains unpaid for a period exceeding 30 days from the date of the invoice. Unpaid invoices incur 12% interest compounding monthly, or the maximum permitted by law, whichever is less, plus all expenses of collection and attorney fees. If either party initiates termination of this Agreement, Customer will be obligated to pay the balance due on Customer's account.

8.2 **Additional Causes for Suspension.** In addition to any other rights granted to CLOUDGAVEL herein, CLOUDGAVEL reserves the right to suspend or terminate this Agreement and Customer's access to the Service in the event of Customer's or any of its Authorized Users' (i) breach of Section 2, Section 3, Section 5 or Section 12, (ii) violation of applicable laws, or (iii) gross negligence, willful misconduct or fraud.

8.3 **Reconnection Fee.** CLOUDGAVEL reserves the right to impose a reconnection fee in the event Customer's account is suspended and thereafter Customer requests access to the Service.

8.4 **Records and Reporting**. CLOUDGAVEL will maintain all books, documents, papers, accounting records, invoices, materials records, payrolls, work papers, personnel records, and other evidence pertaining to the performance of services under this Agreement, including, without limitation, of costs incurred through the later of six (6) years from: (a) the completion of this Agreement (including any renewal or extension periods); or (b) from the resolution of any dispute relating to the Agreement. If this Agreement is terminated for any reason, CLOUDGAVEL will deliver to the Customer all plans and records of work compiled through the date of termination. Additionally, CLOUDGAVEL is solely responsible for the relevance and accuracy of all items and details included in any reports relating to the work performed under this Agreement, regardless of any review by the Customer.

8.5 **Audit and Other Oversight.** In addition to the obligations set forth in 8.4 above, and notwithstanding anything to the contrary herein, CLOUDGAVEL will submit to any Customer audit, inspection, and review and, at the Customer's request, will make available all documents relating or pertaining to this Agreement maintained by or under the control of CLOUDGAVEL, its employees, agents, assigns, successors and subcontractors, during normal business hours at CLOUDGAVEL'S office or place of business in Louisiana. If no such location is available, CLOUDGAVEL will make the documents available at a time and location that is convenient for the Customer. Failure to comply with such requests shall constitute a material breach of the Agreement.

9. Renewal and Termination

9.1 **Term.** This Agreement commences on the Effective Date and continues until terminated in accordance with the terms of this Agreement. The Initial Term of this Agreement is one (1) year and commences on the Effective Date. Upon mutual agreement of the parties, this Agreement may be renewed for no more than four (4) annual one (1) year terms at the then negotiated rates.

9.2 **License Volume Modification and Termination.** Either party may terminate this Agreement or reduce the number of subscriptions, effective upon the expiration of the then-current Term, by notifying the other party in writing prior to the expiration of the then-current Term.

9.3 **Breach of Payment Obligation.** Any breach of Customer's payment obligations or unauthorized use of the CLOUDGAVEL Technology or Service will be deemed a material breach of this Agreement. If Customer breaches or otherwise fails to comply with this Agreement, and such breach or noncompliance remains uncured in excess of 30 days following Customer's receipt of CLOUDGAVEL's notification thereof, then CLOUDGAVEL may cancel Customer's password, account and use of the Service upon written notice to Customer of any such material breach of this Agreement. Notwithstanding the foregoing, CLOUDGAVEL may terminate this Agreement and Customer's access and use of the Service immediately upon written notice to Customer in the event of (i) Customer's or its Authorized Users' breach of Section 2, Section 3, Section 5 or Section 12 or (ii) Customer or any of its affiliates commences a voluntary (or is a debtor in an involuntary) proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property.

9.4 **Effect of Termination**. Upon expiration or earlier termination of this Agreement for any reason, Customer agrees to immediately (i) cease, and shall cause its Authorized Users to cease, accessing and using the Service and the Content, (ii) pay in full any remaining balance of fees and any other sums outstanding that are then due and payable under this

Agreement, and (c) return to CLOUDGAVEL all of CLOUDGAVEL'S Confidential Information then in Customer's possession or control.

9.5 **Survival.** Sections 3.1, 5, 9.4, 9.5, and 11-18 shall survive the termination or expiration of this Agreement.

10. Representations & Warranties

10.1 **Power & Authority.** Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Customer represents and warrants that it has not provided any false identification or other information to gain access to the Service and that the billing information provided is correct.

10.2 **ACCESS TO SERVICE(S).** CUSTOMER AGREES THAT CLOUDGAVEL IS NOT RESPONSIBLE FOR ANY SERVICE LIMITATIONS CAUSED BY THE INABILITY TO ACCESS THE INTERNET OR MAINTAIN A STRONG OR CONSISTENT CONNECTION TO THE INTERNET.

10.3 **FORCE MAJEURE.** OTHER THAN THE PAYMENT OF AMOUNTS PROVIDED ON ANNEX 1, NEITHER PARTY WILL BE DEEMED TO BE IN BREACH OF THIS AGREEMENT, OR BE ENTITLED TO DAMAGES OR CREDITS PURSUANT TO THIS AGREEMENT, FOR ANY FAILURE OR DELAY IN PERFORMANCE CAUSED BY THE OTHER PARTY OR BY AN ACT OF GOD, WAR, CIVIL DISTURBANCE, COURT ORDER, STRIKE, OR OTHER CAUSE BEYOND ITS REASONABLE CONTROL, INCLUDING WITHOUT LIMITATION FAILURES OR FLUCTUATIONS IN POWER, HEAT, LIGHT, AIR CONDITIONING, INTERNET HUBS OR TELECOMMUNICATIONS EQUIPMENT.

11. Disclaimer of Warranties

Customer is solely responsible for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all Customer Data.

12. Confidentiality

12.1(a) **Confidential Information.** "Confidential Information" means all confidential or proprietary materials or information (including, without limitation, information or materials relating to the business of CLOUDGAVEL or its affiliates, or any of its or their intellectual property, including trade secrets, ideas, strategies, designs, methodologies or other know-how, financial information, customer or provider information and any other information regarding operations, products, services or business plans) disclosed in any format or medium by or on behalf of CLOUDGAVEL to Customer or any of its Authorized Users under this Agreement, except as otherwise provided herein. Without limiting the foregoing, Confidential Information includes the CLOUDGAVEL Technology, the Content and the Service, but shall not include the terms and conditions of this Agreement. Confidential Information shall also not include information which Customer can demonstrate: (i) is already known to Customer at the time of disclosure hereunder, except as previously disclosed to Customer or any of its Authorized Users by or on behalf of CLOUDGAVEL; (ii) is publicly known at the time of disclosure hereunder, or thereafter becomes publicly known through no breach of this Agreement by Customer or any of its Authorized Users; (iii) is lawfully received by Customer from a third party without a direct or indirect obligation of confidentiality to CLOUDGAVEL with respect to such disclosure; or (vi) is developed independently by Customer without reference to or use of any Confidential Information. CLOUDGAVEL acknowledges that they shall be subject to public records laws.

12.1(b) Customer Data and all identifying information included therein is considered "Confidential Information" and shall not be shared in any way by CloudGavel with third parties. Due to the nature of the information included in Customer Data, future, ongoing or past criminal investigations will be put at risk if Customer Data is shared by CloudGavel. This includes but is not limited to names, addresses, jurisdictions, and objects described in the Customer Data and use of Cloud Gavel.

12.2 **Restrictions.** Customer shall: (i) not disclose Confidential Information to any third party without the prior written consent of CLOUDGAVEL, except as expressly permitted by this Agreement; (ii) use the Confidential Information solely for the purposes of exercising its rights and performing its obligations under this Agreement, in each case in accordance with the terms hereof; and (iii) safeguard the Confidential Information to the same extent that Customer protects its own Confidential Information, but under no circumstances with less than reasonable care. Notwithstanding anything to the contrary set forth herein, Customer may disclose Confidential Information to (a) its Authorized Users who are bound to Customer by obligations of confidentiality that are substantially similar to those set forth herein, and (b) the extent required by applicable law or order of a court or governmental entity, including, but not limited to, La. Rev. Stat. 44:1 et seq., provided that Customer immediately furnishes CLOUDGAVEL with prior written notice of such disclosure and cooperates with CLOUDGAVEL in obtaining a protective order or other appropriate relief. In the event that CLOUDGAVEL is unable to obtain such protective order or other appropriate relief, Customer shall limit such disclosure to that which is legally required and shall seek confidential treatment thereof.

13. Limitation of Liability

13.1 IN NO EVENT SHALL CLOUDGAVEL BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF CLOUDGAVEL HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHERMORE, WITHOUT LIMITING THE FOREGOING, CLOUDGAVEL'S LIABILITY FOR CLIENT'S DAMAGES SHALL BE FURTHER LIMITED BY THE AMOUNT PAID BY CUSTOMER PURSUANT TO THIS AGREEMENT FOR THE PRIOR TWELVE (12) MONTHS.

14. Notice

14.1 CLOUDGAVEL may give notice by means of electronic mail to Customer's e-mail address on record in CLOUDGAVEL 's account information, or by written communication sent by first class mail or pre-paid post to Customer's address on record in CLOUDGAVEL 's account information. Such notice shall be deemed to have been given when received by Customer. Customer may give notice to CLOUDGAVEL (such notice shall be deemed given when received by CLOUDGAVEL) at any time by any of the following: letter delivered by nationally recognized expedited delivery service or first class postage prepaid mail to CLOUDGAVEL at the following address: CLOUDGAVEL LLC, 8733 Siegen Lane, Ste. 147, Baton Rouge, LA 70809 addressed to the attention of: Chief Financial Officer or by email delivered to sales@cloudgavel.com.

15. Modification to Service; Precedence

15.1 Without limiting the foregoing, this Agreement may only be modified by written agreement of the parties. In the event of any conflict between the terms of this Agreement, and the terms of any Order Form or any CLOUDGAVEL policies, the terms of this Agreement shall prevail.

16. Assignment; Change in Control

16.1 This Agreement may not be assigned by Customer, by operation of law or otherwise, without the prior written approval of CLOUDGAVEL. Any purported assignment in violation of this section shall be void.

17. General

17.1 **Governing Law.** This Agreement shall be governed by the laws applicable in and to Louisiana without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the state and federal courts serving Williamson County, TX. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, all other provisions shall nevertheless remain in full force and effect.

17.2 **No Business Affiliation.** No joint venture, partnership, employment, or agency relationship exists between Customer and CLOUDGAVEL as a result of this agreement or use of the Service.

17.3 **No Waiver.** The failure of CLOUDGAVEL to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by CLOUDGAVEL in writing. This Agreement, together with any applicable Order Form, comprises the entire agreement between the parties and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

17.4 **Equitable Relief.** Customer acknowledges and agrees that money damages are not a sufficient remedy for any breach of Sections 2, 3, 5 or 12, and that, in addition to all other remedies available under this Agreement, or at law or in equity, CLOUDGAVEL shall be entitled to seek specific performance and/or injunctive or other equitable relief without the necessity of posting bond as a remedy for any such breach or threatened breach, and Customer hereby waives any requirement for the securing or posting of any bond in connection with such remedy.

17.5 **Termination for Non-Appropriation**. This Agreement will terminate immediately in the event of non-appropriation of funds sufficient to maintain this Agreement without the requirement of notice and the Customer will not be liable for any amounts beyond the funds appropriated and encumbered for this Agreement.

17.6 **Prohibition of Financial Interest in Agreement**. No elected official or employee of the Customer shall have a financial interest, direct or indirect, in this Agreement. For purposes of this provision, a financial interest held by the spouse, child, or parent of any elected official or employee of the Customer shall be deemed to be a financial interest of such elected official or employee of the Customer. Any willful violation of this provision, with the expressed or implied knowledge of CLOUDGAVEL, shall render this Agreement voidable by the Customer and shall entitle the Customer to recover, in addition

to any other rights and remedies available to the Customer, all monies paid by the Customer to CLOUDGAVEL pursuant to this Agreement without regard to CLOUDGAVEL'S otherwise satisfactory performance of the Agreement.

17.7 **Prohibition on Political Activity**. None of the funds, materials, property, or services provided directly or indirectly under the terms of this Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

17.8 **Non-Exclusivity**. This Agreement is non-exclusive and CLOUDGAVEL may provide services to other clients, subject to the Customer's approval of any potential conflicts with the performance of this Agreement and the Customer may engage the services of others for the provision of some or all of the work to be performed under this Agreement.

17.8.2 **Convicted Felon Statement**. No principal, member, or officer of CLOUDGAVEL has, within the preceding five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

17.8.3 **Non-Solicitation Statement**. CLOUDGAVEL has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement. CLOUDGAVEL has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Agreement.

Questions regarding this Application Service Provider Agreement or CLOUDGAVEL's privacy and security policies may be directed to CLOUDGAVEL by e-mailing such questions to: support@cloudgavel.com.

Williamson County, TX eWarrants SaaS Agreement Final 052324

Final Audit Report 2024-05-23

Created:	2024-05-23
By:	Rachel Mehlsak (rachel.mehlsak@tylertech.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAADEVVNzvjHJga6P-clSy0oJC8WSzPaLNl

"Williamson County, TX eWarrants SaaS Agreement Final 0523 24" History

Document created by Rachel Mehlsak (rachel.mehlsak@tylertech.com)
2024-05-23 - 3:29:34 PM GMT

Document emailed to Sherry Clark (sherry.clark@tylertech.com) for signature
2024-05-23 - 3:30:02 PM GMT

Email viewed by Sherry Clark (sherry.clark@tylertech.com)
2024-05-23 - 4:59:19 PM GMT

Document e-signed by Sherry Clark (sherry.clark@tylertech.com)
Signature Date: 2024-05-23 - 4:59:29 PM GMT - Time Source: server

Agreement completed.
2024-05-23 - 4:59:29 PM GMT

Commissioners Court - Regular Session **18.**

Meeting Date: 11/19/2024

Approval of Purchase for NetMotion VPN Support from Mobile Wireless, Inc. for Information Systems

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Consider and take appropriate action on approving annual purchase #202560 between Williamson County and Mobile Wireless LLC, in the amount of $82,180.75 for NetMotion Support for Public Safety VPN, per the terms of DIR Contract #DIR-CPO-4723.

Background

Approval of this quote gives complete platform access to the NetMotion platform maintenance and licenses for Public Safety to include all of its features, powering security, visibility and connectivity use-cases, in addition to the software defined perimeter (SDP), enterprise VPN and experience monitoring solutions. The service period is 11.16.24 -11.15.25. The funding is 01.0100.0523.004505 as per FY25 budget. Budget, Contract Audit and General Council have approved. Origination #1480. The department point of contact is Janessa Stephens.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Mobile Wireless Quote

Form 1295

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	11/13/2024 03:25 PM
County Judge Exec Asst.	Becky Pruitt	11/13/2024 03:28 PM
Form Started By: Barbi Hageman		Started On: 11/05/2024 02:53 PM
Final Approval Date: 11/13/2024		

MobileWireless

9/2/2024

Presented by – Mobile Wireless LLC

Chris Slaughter
Williamson County
301 SE Inner Loop Ste 105
Georgetown, TX 78626
(512) 818-0254
Chris.Slaughter@wilco.org

Re: NetMotion/Absolute renewal corrected – DIR-CPO-4723
Quote valid through 11/15/2024

NetMotion/Absolute renewal

Item	SKU	QTY	Retail Price	DIR % Disc	Actual % Disc	Price	Extended Price
Full access to the NetMotion platform and all of its features, powering security, visibility and connectivity use-cases. Includes the software defined perimeter (SDP), enterprise VPN and experience monitoring solutions. **(Effective from 11/16/2024 through 11/15/2025)**	NMCOMPCONRNW	1081	$120.00	2%	41.04%	$70.75	$76,480.75
Add-On License Renewal Full access to the NetMotion platform and all of its features, powering security, visibility and connectivity use-cases. Includes the software defined perimeter (SDP), enterprise VPN and experience monitoring solutions. **(Effective from 11/16/2024 through 11/15/2025)**	NMCOMPCONRNW	50	$120.00	2%	5.00%	$114.00	$5,700.00
Total							**$82,180.75**

Respectfully,

Alan McClintock
Mobile Wireless LLC
Phone: (972) 516-1365
alan@mobwireless.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:
2024-1232272

Date Filed:
10/29/2024

Date Acknowledged:

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

Mobile Wireless LLC
Flower Mound, 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.

202560
NetMotion/Absolute renewal

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].

(street) (city) (state) (zip code) (country)

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

Executed in Denton County, State of Texas, on the 29th day of October, 2024.

(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:
2024-1232272

Date Filed:
10/29/2024

Date Acknowledged:
10/29/2024

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

Mobile Wireless LLC
Flower Mound, 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.

202560
NetMotion/Absolute renewal

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 **19.**

Meeting Date: 11/19/2024

Approval of Purchase of Soccer Goals for Southwest Regional Park with Pioneer Athletics for Parks Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving a Quote for Soccer Goals for Southwest Regional Park between Williamson County and Pioneer Athletics in the amount of $133,800.00 per BuyBoard Contract #665-22.

Background

Approval of this purchase will support the operations of the Williamson County Parks Department. This purchase is for Soccer Goals for Southwest Regional Park pursuant to BuyBoard Contract #665-22 in the amount of $133,800.00. The funding source is 01.0100.3103.004509, the Origination ID No. is 1513, and the point of contact is Jason Brown.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Pioneer Athletics Quote

Form 1295 Pioneer

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	11/13/2024 04:41 PM
County Judge Exec Asst.	Becky Pruitt	11/14/2024 08:33 AM
Form Started By: Vickie Johnson		Started On: 11/08/2024 08:47 AM
Final Approval Date: 11/14/2024		

Quote

Pioneer Athletics
4529 Industrial Parkway
Cleveland, OH, 44135
Phone: 800-877-1500
Web: www.pioneerathletics.com

Order No.: [redacted]
Order Date: 10/22/2024
Delivery Date:
Expiration Date: 11/21/2024
Customer ID: [redacted]
Currency: USD

BILL TO:
WILLIAMSON COUNTY PARKS & REC
219 Perry Mayfield
Leander TX 78641-1689
United States of America

SHIP TO:
WILLIAMSON COUNTY PARKS & REC
219 PERRY MAYFIELD
LEANDER TX 78641-1689
United States of America
Attn: BENITA BONNER

CUSTOMER P.O. NO. [redacted]
TERMS NET 15
CONTACT Eloy Atkinson
FOB POINT
SHIPPING TERMS
SHIP VIA Freight Carrier

NO.	ITEM	QTY.	UOM	PRICE	EXTENDED PRICE
1	2B3006: SOCCER GOALS DLX EURO CLUB 8'x24'x3'x8.5'/PR	11.0000	EA	4,300.0000	47,300.00
2	2B3005: SOCCER GOAL DLX EURO CLUB 7'x21'X3'x7.5'/PR	10.0000	EA	3,900.0000	39,000.00
3	SGA-50: JAYPRO WORLD CUP ANCHOR (SET OF 4)	20.0000	EA	425.0000	8,500.00
4	10B410: SOCCER GOAL WHEELS DLX EURO CLUB 4/SET	50.0000	EA	550.0000	27,500.00
5	2B3001: SOCCER GOAL DELUXE EURO CLUB 4x6'x2'x4.25' PAIR	2.0000	EA	2,250.0000	4,500.00
6	2B3004: SOCCER GOAL DLX EURO CLUB 6.5'x18.5'x2'x7'/PR	2.0000	EA	3,500.0000	7,000.00

Account #: 01-100-3103-4509
New goals for all 11 Fields

Total Weight (LB):	9236	**Sales Total:**	133,800.00
Total Volume (GAL):	0	**Freight & Misc.:**	0.00
		Tax Total:	0.00
		Total (USD):	133,800.00

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:
2024-1238326

Date Filed:
11/13/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Pioneer Manufacturing Company
Cleveland, OH 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.
QT-004118
Soccer Goals

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 Daniel Ford, 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 Cuyahoga County, State of OH, on the 13th day of November (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:
2024-1238326

Date Filed:
11/13/2024

Date Acknowledged:
11/13/2024

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

Pioneer Manufacturing Company
Cleveland, OH 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.

QT-004118
Soccer Goals

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 **20.**

Meeting Date: 11/19/2024

Authorize Issuing RFSQ #25RFSQ8 Berry Springs Interpretive Exhibits for Parks/ 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 Berry Springs Interpretive Exhibits for Berry Springs Park, under RFSQ #25RFSQ8.

Background

Pursuant to Chapter 2254 Subchapter A of the Texas Government Code, Williamson County (County) is seeking written proposals from qualified contractors to provide design, fabrication and installation of Interpretive Exhibits for Berry Springs Park. The estimated construction budgeted is $35,000.00. The funding source is 01.0100.3101.0054100, Origination ID #1510 and the point of contact is Christy Matoska.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	11/13/2024 03:18 PM
County Judge Exec Asst.	Becky Pruitt	11/13/2024 03:23 PM
Form Started By: Johnny Grimaldo		Started On: 11/12/2024 10:26 AM
Final Approval Date: 11/13/2024		

Commissioners Court - Regular Session **21.**

Meeting Date: 11/19/2024

Shadow Cats Vehicle Reimbursement Agreement for County Sheriff

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

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Shadow Cats for off duty contracting of County Sheriff Deputies to be effective November 19, 2024. (General security and traffic control at 17 Lake Dr. Round Rock)

Background

This agreement gives permission for Shadow Cats to contract County Sheriff Deputies in a private capacity and the County to invoice them for deputies' vehicle usage for general security and traffic control at an event on December 7th located at 17 Lake Drive in Round Rock. This agreement will begin on November 19th and will terminate on September 30, 2025.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Shadow Cats

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/05/2024 11:32 AM
Form Started By: Starla Hall		Started On: 11/01/2024 09:10 AM
Final Approval Date: 11/05/2024		

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

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

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

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

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

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

4. The term of this AGREEMENT shall begin on ~~OCTOBER 1~~ November 19, 2024 and shall terminate on September 30, 2025. Any extension of this AGREEMENT must be set forth in writing and signed by both parties. Either party may terminate this Agreement, for convenience and without cause, by providing thirty (30) days' notice to the other party.

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

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

7. COUNTY agrees to invoice NON-GOVERNMENTAL ORGANIZATION for the reimbursement amounts for deputy vehicle usage at the rate of **$ 14 .00 per hour per vehicle** (to cover NON-GOVERNMENTAL ORGANIZATION's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance).

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

LEA: At the address set forth on signature page below

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

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

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

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

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

NON-GOVERNMENTAL ORGANIZATION:

Name of Organization: SHADOW CATS

Signature: [signature]

Printed Name: JACKI QUAILE

Title: CO-PRESIDENT

Date: October 26, 2024

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: [signature]

Date: October 31, 2024

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

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

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

WILLIAMSON COUNTY COMMISSIONERS COURT:

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

Date: _____ _____, 20____

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

Commissioners Court - Regular Session **22.**

Meeting Date: 11/19/2024

Award of RFSQ #24RFSQ53 for Planning Design and Engineering Services to Kasberg, Patrick & Associates, LP for Southwest Regional Park Drainage Improvements for Parks/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 awarding RFSQ #24RFSQ53 to Kasberg, Patrick & Associates, LP, for Southwest Regional Park Drainage Improvements, in the amount of Twenty-Seven Thousand, Six Hundred Seventy-Five Dollars ($27,675.00) and authorize execution of the agreement. The funding source is P650

Background

Kasberg, Patrick & Associates, LP is recommended for award through RFSQ #24RFSQ53 which established a prequalified consultant pool to be contracted on an as-needed basis, on 06.18.24 agenda item no.16. Kasberg, Patrick & Associates, LP, is being recommended for this project following a project specific evaluation of the firms from the 24RFSQ53 pool where Kasberg, Patrick & Associates, LP received the highest score for this project. This Agreement for Southwest Regional Park Drainage Improvements between Williamson County and Kasberg, Patrick & Associates, LP, is for the Southwest Regional Park. Contract Audit and General Counsel have reviewed the documentation. A detailed Scope of Work is attached. Funding Source is P650, and the point of contact is Christy Matoska.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

PSA KPA LP

Form 1295 Kasberg Parick and Associates Complete

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	11/13/2024 02:22 PM
County Judge Exec Asst.	Becky Pruitt	11/13/2024 03:12 PM
Form Started By: Johnny Grimaldo		Started On: 10/31/2024 08:30 AM
Final Approval Date: 11/13/2024		

AGREEMENT FOR PLANNING, DESIGN & ENGINEERING SERVICES

PROJECT: **Southwest Regional Park – Drainage Improvements** ("Project")

PLANNER/ LANDSCAPE ARCHITECT/ ARCHITECT/ ENGINEER:
Kasberg, Patrick & Associates, LP("A/E")
Alvin R. (Trae) Sutton III, PE, FCM, Principal
800 South Austin Avenue
Georgetown, T X78626

COUNTY'S DESIGNATED REPRESENTATIVE:
Williamson County Parks Department
Director of Parks
219 Perry Mayfield
Leander, Texas 78641

THIS AGREEMENT FOR PLANNING, DESIGN AND ENGINEERING SERVICES ("Agreement") 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, Texas** a political subdivision of the State of Texas ("County") and A/E.

R E C I T A L S

WHEREAS, **V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A** entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional planners, landscape architects, architects and engineers; and

WHEREAS, County intends to **have A/E design services for the Southwest Regional Park – Drainage Improvements** ; and

WHEREAS, County desires that A/E perform certain professional services in connection with the Project; and

WHEREAS, A/E represents that it is qualified and desires to perform such services;

NOW, THEREFORE, County and A/E, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

ARTICLE 1
SCOPE OF AGREEMENT

A/E agrees to perform professional services in connection with the Project as stated herein, and for having rendered such services, County agrees to pay to A/E compensation as stated in the articles to follow.

ARTICLE 2
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

2.1 Contract Documents.
Contract Documents consist of this Agreement, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Agreement), and all fully executed Supplemental Agreements which are subsequently issued. These form the entire Agreement, and all are as fully a part of this Agreement as if attached to this Agreement or repeated herein.

2.2 Existing Information.
County shall provide A/E with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular Project at no cost to A/E; however, any and all such information shall remain the property of County and shall be returned, if County so instructs A/E.

2.3 Project Documents.
In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

2.3.1
2012 Edition of the Texas Accessibility Standards (TAS) regarding the Elimination of Architectural Barriers Program, including latest revisions (*see* 16 Tex. Admin. Code § 68.100; *see also* Tex. Gov't Code, Ch. 469).

2.3.2
Americans with Disabilities Act (ADA)

2.3.3
Williamson County Facilities Building Code Adoption List, 2020 edition as updated

2.3.4
Williamson County Consultant Design Submittal Guidelines, 2020 edition as updated

ARTICLE 3
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

3.1 Non-collusion.
A/E warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for A/E, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or subconsultant any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this

Agreement. For breach or violation of this warranty, County reserves and shall have the right to annul this Agreement without liability or, in its discretion and at its sole election, to deduct from the Agreement price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

3.2 Debarment Certification.
A/E must sign the Debarment Certification enclosed herewith as **Exhibit E**.

3.3 Financial Interest Prohibited.
A/E covenants and represents that A/E, its officers, employees, agents, consultants, and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials, or equipment that will be recommended or required for the construction of the Project.

ARTICLE 4
CHARACTER AND SCOPE OF SERVICES

4.1
In consideration of the compensation herein provided, A/E shall perform professional planning, design and engineering services for the Project, which are acceptable to County, based on standard planning, landscape architecture, architectural and engineering practices and the scope of work described on the Exhibits attached to this Agreement. A/E shall also serve as County's professional planner, landscape architect, architect and engineer in those phases of the Project to which this Agreement applies and will consult with and give advice to County during the performance of A/E's services.

4.2
A/E shall perform the following Basic Scope of Services (sometimes referred to herein as the “Basic Scope of Services”, “Basic Services” or the “Scope of Services”):

4.2.1
The Basic Scope of Services shall generally consist of all elements of work, meetings, materials, and equipment required for the development of the Project in accordance with the requirements, policies, and general practices of Williamson County.

4.2.2
As part of the Basic Services, A/E shall submit its work products to County for review as requested by County.

4.2.3
The detailed Basic Services for the Project is set forth herein as **Exhibit A** to this Agreement, which is expressly incorporated and made a part hereof.

ARTICLE 5
TIME FOR PERFORMANCE

5.1 Commencement.
A/E shall not commence work until A/E has been thoroughly briefed on the scope of the Project and has been notified in writing to proceed, as evidenced by a Notice to Proceed.

5.2 Duration.
A/E agrees to complete the Basic Services within the time period set forth in **Exhibit C**. The time limits set out therein may, for good cause, be extended, in writing, by County as the Project proceeds.

ARTICLE 6
COMPENSATION AND EXPENSES

6.1 Basic Fee.
For and in consideration of the Basic Services rendered by A/E, County shall pay to A/E up to **Twenty-Seven Thousand, Six Hundred Seventy-Five Dollars ($27,675.)** hereinafter called the "Basic Fee".

The Basic Fee is based upon all estimated labor costs required in the performance of all items and phases of the Basic Services set forth in **Exhibit A**. Compensation for Basic Services will be paid by County by monthly invoices of percentage completion of fees by phase of the Basic Fee as set forth in **Exhibit B**. County will only be obligated to pay A/E for the performance of items and phases of the Basic Services actually rendered and incurred, which may be less than the above stated Basic Fee.

6.2 Expenses.
A/E shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit D**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and **must strictly comply with the Williamson County Vendor Reimbursement Policy**. The copies of the provider's invoice must evidence the actual costs billed to A/E without markup. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and must not exceed **Two Hundred Seventy-Six Dollars ($276.)**.

ARTICLE 7
ADDITIONAL SERVICES AND CHARGES

For the performance of services not specifically described as Basic Services under **Article 4** above (sometimes referred to herein as "Additional Services"), County shall pay and A/E shall receive, under a negotiated, written Supplemental Agreement, Additional Services compensation based upon invoices of percentage completion.

A/E shall not, however, be compensated for work made necessary by A/E's negligent errors or omissions. In the event of any dispute over the classification of A/E's services as Basic or

Additional Services under this Agreement, the decision of County shall be final and binding on A/E.

It is expressly understood and agreed that A/E shall not furnish any Additional Services without the prior written authorization of County by a negotiated Supplemental Agreement. County shall have no obligation to pay for such Additional Services which have been rendered without prior written authorization of County as hereinabove required.

ARTICLE 8
TIME OF PAYMENT; PAYMENT AND INTEREST; AND RIGHT TO AUDIT

8.1 Time of Payment.

During the performance of the services provided for in this Agreement, monthly payments shall be made based upon that portion of the services which has been completed.

On or about the last day of each calendar month during the performance of the Basic Services to be provided under this Agreement, A/E shall submit to County working documents in any stage of completion to demonstrate incremental progress of Basic Services and the compensation which is due for percentage completion of Basic Services.

On or about the last day of each calendar month during the performance of the Additional Services to be provided under **Article 7**, A/E shall submit to County working documents in any stage of completion to demonstrate incremental progress of Additional Services under an applicable Supplemental Agreement related thereto, and the compensation which is due for percentage completion of particular Additional Services.

County shall review the documentation and shall pay each statement as set forth in this **Article 8**, however, the approval or payment of any statement shall not be considered evidence of performance by A/E to the point indicated by such statement or of receipt or acceptance by County of the services covered by such statement. Final payment does not relieve A/E of the responsibility of correcting any errors or omissions resulting from A/E's negligence.

Upon submittal of the initial invoice, A/E shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

8.2 Prompt Payment Policy.

In accordance with **Chapter 2251, V.T.C.A., Texas Government Code**, payment to A/E will be made within **thirty (30) days** of the day on which the performance of services was complete, or within **thirty (30) days** of the day on which the County Auditor receives a correct invoice for services, whichever is later. A/E may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

8.2.1

There is a bona fide dispute between County and A/E concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

8.2.2

There is a bona fide dispute between A/E and a subcontractor/ subconsultant or between a subcontractor/ subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Basic Services performed which causes the payment to be late; or

8.2.3

The invoice is not submitted to Williamson County in strict accordance with instructions, if any, on the purchase order, or this Agreement or other such contractual agreement.

The County Auditor shall document to A/E the issues related to disputed invoices within **ten (10) calendar days** of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of **Texas Government Code, Chapter 2251, V.T.C.A**.

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Agreement is as follows:

Williamson County Parks Department
Attn: Director of Parks
219 Perry Mayfield
Leander, Texas 78641

County shall have the right, from time to time, to change the County's Designated Representative by giving A/E written notice thereof. With respect to any action, decision, or determination which is to be taken or made by County under this Agreement, the County's Designated Representative may take such action or make such decision or determination or shall notify A/E 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 Agreement, in which case, actions taken by County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by County's Designated Representative shall be binding on County; *provided, however,* County's Designated Representative shall not have any right to modify, amend, or terminate this Agreement or executed Supplemental Agreement. County's Designated Representative shall not have any authority to execute a Supplemental Agreement unless otherwise granted such authority by the Williamson County Commissioners Court.

A/E's Designated Representative for purposes of this Agreement is as follows:

Kasberg, Patrick & Associates, LP
Alvin R. (Trae) Sutton III, PE, CFM, Principal
800 South Austin Avenue
Georgetown, TX 78626

A/E shall have the right, from time to time, to change A/E'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 A/E under this Agreement, A/E'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 A/E's Designated Representative on behalf of A/E shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Agreement, in which case, actions taken by A/E's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by A/E's Designated Representative shall be binding on A/E. A/E's Designated Representative shall have the right to modify, amend, and execute Supplemental Agreements on behalf of A/E.

ARTICLE 10
NOTICE

Any notice required to be given under the provisions of this Agreement 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 A/E 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 Agreement, 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 Parks Department
Attn: Director of Parks
219 Perry Mayfield
Leander, Texas 78641

and to: Office of General Counsel
Williamson County Commissioners Court
401 W. 6th Street
Georgetown, Texas 78626

A/E: Kasberg, Patrick & Associates, LP
800 South Austin Avenue
Georgetown, TX 78626

Attention: Alvin R. (Trae) Sutton III, PE, CFM
Principal

Either party may designate a different address by giving the other party ten (10) days written notice.

ARTICLE 11
PROGRESS EVALUATION

A/E shall, from time to time during the progress of the Basic Services and, when applicable, progress of Additional Services, confer with County at County's election. A/E shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Basic Services and any applicable Additional Services. At the request of County or A/E, conferences shall be provided at A/E's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Basic Services and any applicable Additional Services. County may, from time to time, require A/E to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Basic Services or any applicable Additional Services does not satisfy the terms of this Agreement, then County shall review same with A/E to determine corrective action required.

A/E shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Basic Services and any applicable Additional Services, including but not limited to the following:

11.1
Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of this Agreement or preclude the attainment of Project Basic Services and any applicable Additional Services by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

11.2
Favorable developments or events which enable meeting goals sooner than anticipated in relation to this Agreement or any applicable Supplemental Agreement.

ARTICLE 12
CHANGES IN COMPLETED BASIC SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Basic Services or parts thereof which involve changes to the original Basic Services or character of Basic Services under this Agreement, then A/E shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Services and paid for as specified under **Article 7** and **Article 8**. A/E shall make revisions to Basic Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Basic Services.

ARTICLE 13
REVIEW PROCESS AND REVISIONS TO A/E WORK PRODUCT

13.1 Review Process.

A/E's Work Product will be reviewed by County under its applicable technical requirements and procedures, as follows:

13.1.1 Submittal.

Reports, plans, surveys, field notes, original drawings, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, data, sketches and/or schematics prepared by A/E and supporting documents (collectively referred to hereinabove and hereinafter as the "A/E Work Product(s)"), shall be submitted by A/E on or before the dates specified for completion, as set out in the Production Schedule set forth in **Exhibit C**.

13.1.2 Completion.

Reports, plans, specifications, and supporting documents shall be submitted by A/E on or before the dates specified in **Exhibit C**. Upon receipt of same, the submission shall be checked for completion. "Completion" or “Complete” shall be defined as all of the required items, as set out in **Exhibit A**, have been included in compliance with the requirements of this Agreement. The completeness of any Basic Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify A/E in writing within such thirty (30) day period if such Basic Services have been found to be incomplete. If the submission is Complete, County will notify A/E and County’s technical review process will begin.

If the submission is not Complete, County will notify A/E, who shall perform such professional services as are required to complete the Basic Services and resubmit it to County. This process shall be repeated until a submission is Complete.

13.1.3 Acceptance.

County will review the completed Basic Services in each design phase for compliance with this Agreement and general conformance with the Design Deliverable Guidelines. "Acceptance" or “Accepted” shall mean that in County’s reasonable opinion, substantial compliance with the requirements of this Agreement has been achieved.

If a lack of coordination between subconsultant documents is discovered in the A/E work product, which is not specifically called-out by A/E as a pending coordination item, the work product will be returned to A/E along with written email notification which may describe preliminary deficiencies discovered and may reference the terms of **Paragraph 13.1.3** of this Agreement. A/E shall perform any required corrections to Basic Services and resubmit to County.

Should this process need to be repeated for the same or subsequent deficiencies related to the initial deficiencies, County will issue a marked-up work product to A/E indicating specific deficiencies for correction. County will also issue a notice for A/E to deduct **One Thousand Dollars ($ 1,000)** from the A/E ‘s Basic Fee on the next invoice for each occurrence until the Basic Services are Accepted.

13.1.4 Final Approval.

After Acceptance, A/E shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by County. "Final Approval" in this sense shall mean formal recognition that the Basic Services have been fully carried out.

13.2 Revision to A/E Work Product.

A/E shall make, without expense to County, such revisions to A/E Work Product as may be required to correct negligent errors or omissions so A/E Work Product meets the needs of County, but after the approval of A/E Work Product any revisions, additions, or other modifications made at County's request which involve extra services and expenses to A/E shall entitle A/E to additional compensation for such extra services and expenses; provided, however, A/E hereby agrees to perform any necessary corrections to A/E Work Products which are found to be in negligent error or omission as a result of A/E's development of A/E Work Product, at any time, without additional compensation. If it is necessary, due to such error or omission by A/E, to revise any A/E Work Product in order to make the Project constructible, A/E shall do so without additional compensation. In the event of any dispute over the classification of A/E's Work Products as Complete, Accepted, or Approved under this Agreement, the decision of County shall be final and binding on A/E, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

13.3 Days.

All references to a "day" in this Agreement shall mean a calendar day unless otherwise specified.

13.4 County's Reliance on A/E.

A/E's duties as set forth herein shall at no time be in any way diminished by reason of any review, evaluation, or approval by County nor shall A/E be released from any liability by reason of such review, evaluation or approval by County, it being understood that County, at all times, is ultimately relying upon A/E's skill, ability, and knowledge in performing the Basic Services required hereunder.

ARTICLE 14
SUSPENSION

Should County desire to suspend the Basic Services, but not to terminate this Agreement, then such suspension may be effected by County giving A/E **thirty (30) calendar days'** verbal notification followed by written confirmation to that effect. Such **thirty (30)-day** notice may be waived in writing by agreement and signature of both parties. The Basic Services may be reinstated and resumed in full force and effect within **sixty (60) days** of receipt of written notice from County to resume the Basic Services. Such **sixty (60)-day** notice may be waived in writing by agreement and signature of both parties. If this Agreement is suspended for more than **thirty (30) days**, A/E shall have the option of terminating this Agreement and, in the event, A/E shall be compensated for all Basic Services performed and reimbursable expenses incurred, provided such Basic Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

County assumes no liability for Basic Services performed or costs incurred prior to the date authorized by County for A/E to begin Basic Services, and/or during periods when Basic Services are suspended, and/or subsequent to the completion date.

ARTICLE 15
VIOLATION OF CONTRACT TERMS/ BREACH OF CONTRACT

Violation of contract terms or breach of contract by A/E shall be grounds for termination of this Agreement, and any increased costs arising from A/E's default, breach of contract, or violation of contract terms shall be paid by A/E.

ARTICLE 16
TERMINATION

This Agreement may be terminated as set forth below.

16.1
By mutual agreement and consent, in writing, of both parties.

16.2
By County, by notice in writing to A/E, as a consequence of failure by A/E to perform the Basic Services set forth herein in a satisfactory manner.

16.3
By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

16.4
By County, for reasons of its own and not subject to the mutual consent of A/E, upon not less than **thirty (30) days** written notice to A/E.

16.5
By satisfactory completion of all Basic Services and obligations described herein.

Should County terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to A/E. In determining the value of the Basic Services performed by A/E prior to termination, County shall be the sole judge. Compensation for Basic Services at termination will be based on a percentage of the Basic Services completed at that time. Should County terminate this Agreement under **Section 16.4** above, then the amount charged during the **thirty (30)-day** notice period shall not exceed the amount charged during the preceding **thirty (30) days**.

If A/E defaults in the performance of this Agreement or if County terminates this Agreement for fault on the part of A/E, then County shall give consideration to the actual costs incurred by A/E in performing the Basic Services to the date of default, the amount of Basic Services required which was satisfactorily completed to date of default, the value of the Basic Services which are usable to County, the cost to County of employing another firm to complete the Basic Services required and the time required to do so, and other factors which affect the value to County of the Basic Services performed at the time of default.

The termination of this Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Agreement. If the

termination of this Agreement is due to the failure of A/E to fulfill its contractual obligations, then County may take over the Project and prosecute the Basic Services to completion. In such case, A/E shall be liable to County for any additional and reasonable costs incurred by County.

A/E shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by A/E in support of the Basic Services under this Agreement.

ARTICLE 17
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications, and data or programs stored electronically, (hereinafter referred to as "A/E Work Products") prepared by A/E and its subcontractors/ subconsultants are related exclusively to the services described in this Agreement and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of A/E's designs under this Agreement (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to A/E.

By execution of this Agreement and in confirmation of the fee for services to be paid under this Agreement, A/E hereby conveys, transfers, and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and Work Product developed under this Agreement. Copies may be retained by A/E. A/E shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by A/E or anyone connected with A/E, including agents, employees, Engineers or subcontractors/ subconsultants. All documents so lost or damaged shall be replaced or restored by A/E without cost to County.

Upon execution of this Agreement, A/E grants to County permission to reproduce A/E's work and documents for purposes of constructing, using, and maintaining the Project, provided that County will comply with its obligations, including prompt payment of all sums when due, under this Agreement. A/E shall obtain similar permission from A/E's subcontractors/ subconsultants consistent with this Agreement. If and upon the date A/E is adjudged in default of this Agreement, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections, or additions to the work and documents for the purposes of completing, using, and maintaining the Project.

County shall not assign, delegate, sublicense, pledge, or otherwise transfer any permission granted herein to another party without the prior written consent of A/E. However, County shall be permitted to authorize the contractor, subcontractors, and material or equipment suppliers to reproduce applicable portions of A/E Work Products appropriate to and for use in the execution of the Work. Submission or distribution of A/E Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of A/E Work Products shall be at County's sole risk and without liability to A/E and its subconsultants.

Prior to A/E providing to County any A/E Work Products in electronic form or County providing to A/E any electronic data for incorporation into A/E Work Products, County and A/E shall, by separate written agreement, set forth the specific conditions governing the format of such A/E Work Products or electronic data, including any special limitations not otherwise provided in this Agreement. Any electronic files are provided by A/E for the convenience of County and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by A/E, the hardcopy shall prevail. Only printed copies of documents conveyed by A/E shall be relied upon.

A/E shall have no liability for changes made to the drawings by other consultants subsequent to the completion of the Project. Any such change shall be sealed by A/E making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 18
PERSONNEL, EQUIPMENT, AND MATERIAL

A/E shall furnish and maintain, at its own expense, quarters for the performance of all Basic Services, and adequate and sufficient personnel and equipment to perform the Basic Services as required. All employees of A/E shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of A/E who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Basic Services shall immediately be removed from association with the Project when so instructed by County. A/E certifies that it presently has adequate qualified personnel in its employment for performance of the Basic Services required under this Agreement, or will obtain such personnel from sources other than County. A/E may not change the Project Manager without prior written consent of County.

ARTICLE 19
SUBCONTRACTING

A/E shall not assign, subcontract, or transfer any portion of the Basic Services under this Agreement without prior written approval from County. All subcontracts shall include the provisions required in this Agreement. No subcontract shall relieve A/E of any responsibilities under this Agreement.

ARTICLE 20
MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the right herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

ARTICLE 21
COMPLIANCE WITH LAWS

21.1 Compliance.
A/E shall render the services hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the planning, landscape architecture, architecture and engineering professions, and in recognition of such standards, A/E shall comply with all applicable federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement, including, without limitation, minimum/ maximum salary and wage statutes and regulations, and licensing laws and regulations. A/E shall furnish County with satisfactory proof of its compliance.

A/E shall further obtain all permits and licenses required in the performance of the Basic Services contracted for herein.

21.2 Taxes.
A/E shall pay all taxes, if any, required by law arising by virtue of the Basic Services performed hereunder. County is qualified for exemption pursuant to the provisions of **Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act**.

ARTICLE 22
INDEMNIFICATION

A/E AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY A/E, A/E'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH A/E INCLUDING, WITHOUT LIMITATION, A/E'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH A/E EXERCISES CONTROL.

A/E FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A/E'S FAILURE TO PAY A/E'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS AGREEMENT BY A/E.

A/E FURTHER AGREES TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY A/E IN THE PERFORMANCE OF THIS AGREEMENT.

THE LIMITS OF INSURANCE REQUIRED IN THIS AGREEMENT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT A/E'S OBLIGATIONS UNDER THIS **ARTICLE 22**. THE TERMS AND CONDITIONS

CONTAINED IN THIS **ARTICLE 22** SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF COUNTY OR THIRD PARTIES FOR WHOM A/E IS NOT LEGALLY LIABLE, A/E'S OBLIGATIONS SHALL BE IN PROPORTION TO A/E'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST COUNTY IN WHICH CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY ACTS, ERRORS OR OMISSIONS OF A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY A/E, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS IN THE CONSTRUCTION DOCUMENTS OR IN THE ADMINISTRATION OF THIS AGREEMENT BY A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY A/E, AND/OR INADEQUATE SERVICES PURSUANT TO THE CONSTRUCTION PHASE-ADMINISTRATION OF THE CONSTRUCTION CONTRACT AS DEFINED AND REQUIRED BY THIS AGREEMENT, AGREEMENT EXHIBITS AND THE CONSTRUCTION CONTRACT DOCUMENTS, THEN COUNTY SHALL HAVE THE RIGHT TO JOIN A/E AT COUNTY'S COST. A/E SHALL ALSO HOLD COUNTY HARMLESS AND INDEMNIFY COUNTY TO THE EXTENT THAT A/E, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE A/E, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
PROFESSIONAL'S RESPONSIBILITIES

A/E shall be responsible for the accuracy of its Professional Services and shall promptly make necessary revisions or corrections to its Work Product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine A/E's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of **Article 31**. A/E shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
PROFESSIONAL'S SEAL

The responsible planner, landscape architect, architect and engineer shall sign, seal, and date all appropriate submissions to County in accordance with Texas laws and the rules of the State Boards of Registration for Professionals.

ARTICLE 25
INSURANCE

A/E shall comply with the following insurance requirements, at all times, during this Agreement:

25.1 Coverage Limits.

A/E, at A/E's sole cost, shall purchase and maintain, during the entire term while this Agreement is in effect, the following insurance:

25.1.1
Worker's Compensation in accordance with statutory requirements.

25.1.2
Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of **$1,000,000** per occurrence and **$2,000,000** in the aggregate.

25.1.3
Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of **$500,000** per occurrence and **$1,000,000** in the aggregate.

25.1.4
Professional Liability Errors and Omissions Insurance in the amount of **$1,000,000** per claim.

25.2 Additional Insureds; Waiver of Subrogation.

County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary; and, any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

25.3 Premiums and Deductible.

A/E shall be responsible for payment of premiums for all insurance coverages required under this **Article 25**. A/E further agrees that for each claim, suit, or action made against insurance provided hereunder, with respect to all matters for which A/E is responsible hereunder, A/E shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over **$50,000** in A/E's insurance must be declared and approved in writing by County in advance.

25.4 Commencement of Work.

A/E shall not commence any work under this Agreement until it has obtained all required insurance and such insurance has been approved by County. As further set out below, A/E shall not allow any subcontractor/ subconsultant(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained and approved; and, such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of A/E hereunder.

25.5 Insurance Company Rating.

Required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A-rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

25.6 Certification of Coverage.

A/E shall furnish County with a certification of coverage issued by the insurer. A/E shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requirements set forth hereunder, A/E shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

25.7 No Arbitration.

It is the intention of County and agreed to and hereby acknowledged by A/E, that no provision of this Agreement shall be construed to require County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Agreement.

25.8 Subcontractor/ Subconsultant's Insurance.

Without limiting any of the other obligations or liabilities of A/E, A/E shall require each subcontractor/ subconsultant performing work under this Agreement (to the extent a subcontractor/ subconsultant is allowed by County) to maintain during the term of this Agreement, at the subcontractor/ subconsultant's own expense, the same stipulated minimum insurance required in this **Article 25** above, including the required provisions and additional policy conditions as shown below in this **Article 25**.

A/E shall obtain and monitor the certificates of insurance from each subcontractor/ subconsultant in order to assure compliance with the insurance requirements. A/E must retain the certificates of insurance for the duration of this Agreement and shall have the responsibility of enforcing these insurance requirements among its subcontractor/ subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

25.9 Insurance Policy Endorsements.

Each insurance policy shall include the following conditions by endorsement to the policy:

25.9.1
County shall be notified **thirty (30) days** prior to the expiration, cancellation, nonrenewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

Williamson County Purchasing
100 Wilco Way
Suite P101
Georgetown, Texas 78626

25.10.1
The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

25.10 Cost of Insurance.

The cost of all insurance required herein to be secured and maintained by A/E shall be borne solely by A/E, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such certificates of insurance are evidenced as **Exhibit F**.

ARTICLE 26
SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. A/E may not assign, sublet, or transfer any interest in this Agreement, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 27
SEVERABILITY

In the event 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, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 28
PRIOR AGREEMENTS SUPERSEDED

This Agreement constitutes the sole agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter defined herein. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 29
A/E'S ACCOUNTING RECORDS

A/E agrees to maintain, for a period of **three (3) years** after final payment under this Agreement, detailed records, books, documents, and papers which are directly pertinent to the services to be performed under this Agreement and records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for the purposes of making audits, examinations, excerpts and transcriptions. A/E agrees that County or its duly authorized representatives shall, until the expiration of **three (3) years** after final payment under this Agreement, have access to and the right to examine and photocopy any and all detailed records, books, documents, and papers which are directly pertinent to the services to be performed under this Agreement and records of reimbursable costs and expenses of other providers for the purposes of making audits, examinations, excerpts, and transcriptions. A/E further agrees that County shall have access during normal working hours to all necessary A/E facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this **Article 29**. County shall give A/E reasonable advance notice of intended audits.

ARTICLE 30
GENERAL PROVISIONS

30.1 Time is of the Essence.
A/E understands and agrees that time is of the essence and that any failure of A/E to complete the Basic Services within the agreed Production Schedule set out in **Exhibit C** may constitute a material breach of this Agreement. A/E shall be fully responsible for its delays or for failures to use its reasonable efforts in accordance with the terms of this Agreement and A/E's standard of performance as defined herein. Where damage is caused to County due to A/E's negligent failure to perform, County may accordingly withhold, to the extent of such damage, A/E's payments hereunder without waiver of any of County's additional legal rights or remedies.

30.2 Force Majeure.
Neither County nor A/E shall be deemed in violation of this Agreement if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

30.3 Enforcement and Venue.
This Agreement shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

30.4 Standard of Performance.
The standard of care for all professional planning, landscape architecture, architecture, engineering, consulting and related services performed or furnished by A/E and its employees under this Agreement will be the care and skill ordinarily used by members of A/E's profession, practicing under the same or similar circumstances at the same time and in the same locality.

30.5 Opinion of Probable Cost.
Any opinions of probable Project cost or probable construction cost provided by A/E are made on the basis of information available to A/E and on the basis of A/E's experience and qualifications and represents its judgment as an experienced and qualified professional. However, since A/E has no control over the cost of labor, materials, equipment, or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, A/E does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost A/E prepares.

30.6 Opinions and Determinations.
Where the terms of this Agreement provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

30.7 Reports of Accidents.

Within **twenty-four (24) hours** after A/E 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 A/E), whether or not it results from, or involves, any action or failure to act by A/E or any employee or agent of A/E and which arises in any manner from the performance of this Agreement, A/E shall send a written report of such accident or other event to County, setting forth a full and concise statement of the facts pertaining thereto. A/E shall also immediately send to County a copy of any summons, subpoena, notice, or other documents served upon A/E, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from A/E's performance of work under this Agreement.

30.8 Gender, Number, and Headings.

Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

30.9 Construction.

Each party hereto acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

30.10 Independent Contractor Relationship.

Both parties hereto, 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.

30.11 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 County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter, to any extent whatsoever, the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

30.12 Texas Public Information Act.

To the extent, if any, that any provision in this Agreement is in conflict with **Texas Government 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 County, 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 items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

30.13 Governing Terms and Conditions.

If there is an irreconcilable conflict between the terms and conditions set forth in this Agreement or any Supplemental Agreement and the terms and conditions set forth in any Exhibit, Appendix to this Agreement, the terms and conditions set forth in this Agreement or any Supplemental Agreement shall control over the terms and conditions set forth in any Exhibit, Appendix to this Agreement.

30.14 Appropriation of Funds by County.

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. A/E understands and agrees that County's payment of amounts under this Agreement is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement. It is further understood and agreed by A/E that County shall have the right to terminate this Agreement 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 affect such termination by giving written notice of termination to A/E.

ARTICLE 31
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and A/E shall work together in good faith to resolve any controversy, dispute, or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within **thirty (30) days** following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Agreement shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation, if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of this Agreement.

ARTICLE 32
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.

ARTICLE 33
MERGER

The Parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

ARTICLE 34
PUBLIC CONTACT

Contact with the news media, citizens of Williamson County or governmental agencies shall be the responsibility of County. Under no circumstances shall A/E release any material or information developed in the performance of its services hereunder without the express written permission of County.

ARTICLE 35
A/E's REPRESENTATIONS

A/E represents that it is financially solvent, able to pay its debts as they become due, and possesses sufficient working capital to complete the services and perform its obligation under this Agreement and under the Contract Documents. A/E further represents and acknowledges that: (a) it is a sophisticated business entity that possesses the required level of experience and expertise in business administration, construction, and contract administration of projects of similar or like size, complexity, and nature as the Project and (b) the fee stated in this Agreement is adequate compensation for the timely completion of the Basic Services.

ARTICLE 36
SIGNATORY WARRANTY

The undersigned signatory for A/E hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Agreement and that he/she has full and complete authority to enter into this Agreement on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Agreement.

IN WITNESS WHEREOF, County has caused this Agreement to be signed in its name by its duly authorized County Judge, or presiding officer of the Williamson County Commissioners Court in the absence of the County Judge, thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

A/E:
Kasberg, Patrick & Associates, LP
Acting by and through its General Partner,
Kasberg, Patrick & Associates GP, LLC

By: _____
Signature

Alvin R Sutton III
Printed Name

Principal
Title

Date Signed: October 30, 2024

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

EXHIBIT A

SCOPE OF BASIC SERVICES

THE FOLLOWING SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE AGREEMENT. TO THE EXTENT THIS SCOPE OF SERVICES IS INCONSISTENT WITH THE AGREEMENT, THE AGREEMENT WILL SUPERSEDE THE SCOPE OF SERVICES AND WILL BE CONTROLLING.

In consideration of the Basic Fee provided in the Agreement, A/E shall perform the following Basic Services, based on standard planning, landscape architectural, architectural, and engineering practices:

These services may include, but are not limited to as-built drawings, programming, architectural, structural, civil, mechanical, plumbing, electrical, hazardous materials, IT and security, landscape and irrigation, cost estimates and construction administration, master planning, facility condition assessment, forensic investigations, real estate evaluations, and specialized studies and analyses as agreed to by County and A/E.

GENERAL REQUIREMENTS

Design Criteria. A/E shall prepare all work in accordance with the latest version of applicable County's procedures, specifications, manuals, guidelines, standard drawings, and standard specifications. A/E shall prepare each Plans, Specifications, & Estimates (PS&E) package in a form suitable for letting through County's construction contract bidding and awarding process.

Right-of-Entry and Coordination. A/E shall notify County and secure permission to enter private property to perform any surveying, environmental, engineering or geotechnical activities needed off County property. In pursuance of County's policy with the general public, A/E shall not commit acts which would result in damages to private property, and A/E shall make every effort to comply with the wishes and address the concerns of affected private property owners. A/E shall contact each property owner prior to any entry onto the owner's property and shall request concurrence from County prior to each entry.

A/E shall notify County and coordinate with adjacent A/Es on all controls at project interfaces.

A/E shall prepare each exhibit necessary for approval by each utility, and other governmental or regulatory agency in compliance with the applicable format and guidelines required by each entity and as approved by County. A/E shall notify County in writing prior to beginning any services on any outside agency's exhibit.

Progress Reporting. A/E shall submit monthly (at a minimum) a progress status e-mail to County's Project Manager (PM) regardless of whether A/E is invoicing for that month.

A/E shall prepare and maintain a design and estimated construction schedule in a format reasonably acceptable to County during project phases prior to the Construction Administration Phase. A/E shall schedule milestone submittals per **Exhibit C – Production Schedule**.

Contractor shall prepare and maintain a construction schedule in Gantt chart format during the project Construction Administration Phase through the Close-out Phase.

Within **thirty (30) days** of completion of construction of the project, A/E shall deliver all electronic files in formats reasonably acceptable to County.

Final payment is contingent upon County's receipt and confirmation by County's PM that the electronic files function and are formatted in accordance with the Agreement and all review comments are addressed.

A/E shall prepare a letter of transmittal to accompany each document submittal to County. At a minimum, the letter of transmittal must include County's project name, Agreement and Work Authorization numbers, as well as facility name and address.

Coordination. A/E shall coordinate issues through County's PM. County will communicate, in writing, the resolution of issues and provide A/E direction through County's PM.

Level of Effort. A/E shall base the level of effort at each phase on the prior work developed in earlier phases without unnecessary repetition or re-study.

Quality Assurance (QA) and Quality Control (QC). A/E shall provide peer review at all levels. For each deliverable, A/E shall maintain evidence of A/E's internal review and mark-up of that deliverable as preparation for submittal. When internal mark-ups are requested by County in advance, County, at its sole discretion, may reject the deliverable should A/E fail to provide the evidence of internal mark-ups. A/E shall clearly label each document submitted for QA as an internal mark-up document.

A/E shall perform QA and QC on all consultant products (when applicable to the project) prior to delivery to County. If, during the course of reviewing a submittal, it becomes apparent to County that the submittal contains unreasonable errors, omissions, or inconsistencies, County may cease its review and immediately return the submittal for appropriate action by A/E.

A submittal returned to A/E for this reason is not a submittal for purposes of the submission schedule. Rejected submittals shall neither impact the overall deadline of the Project nor the review period allotted to County officials. A/E shall provide an updated schedule showing interim submission date changes to make-up for any lost time. A/E shall not submit an invoice until County accepts the submittal as reasonably complete.

Organization of Plan Sheets. The PS&E package shall be complete and organized in a manner that is suitable for the bidding and awarding of a construction contract.

Naming of Electronic Project Files and Organization of Design Project Folders. A/E shall use succinct and understandable file names including project name, document content, and date created (i.e. "*Project_DOCUMENT_yyyy.mm.dd*"). A/E shall maintain files in an organized folder structure that is readily understandable to outside users to facilitate communication and minimize complications in project close-out.

Referenced Documents. County standardized design and procedure documents are provided for public reference at the following web address:

https://www.wilcotx.gov/376/Facilities-Management

SCOPE OF WORK:

Southwest Regional Park – Drainage Improvements
3005 County Road 175, Leander, TX 78641
Parks Department
P#650

The Southwest Williamson County Regional Park Drainage Improvements project consists of evaluating and preparing design plans for drainage improvements located at two (2) separate locations within the park. The first location is located near the Quarry Splash Pad Parking Lot and the Baseball Fields, and the second location is near the intersection trails near Sapphire Loop, as shown on the attached Location Exhibits. The professional engineering services for proposed improvements include data collection/lidar surveying, professional design services (30%, 60%, 100% plans), regulatory review and permitting, bidding services, construction administration services and project closeout documentation.

Design services shall be conducted in phases as outlined herein. Phases may be combined to expedite design process when defined in **Exhibit C – Production Schedule**. Individual phases or groups of phases shall be authorized herein or by fully executed Supplemental Agreement.

Phase I - DATA COLLECTION, INVENTORY, AND ANALYSIS

Upon receipt of written Notice to Proceed, A/E shall accomplish the following services:

A. Conduct a project initiation meeting and obtain data.

B. Assemble existing data and information into a base map of the proposed trail corridor area and identify property ownership from current appraisal district data.

C. Conduct on-site inventory with team members and County to determine surrounding influences, site conditions, environmental and hydrologic/floodplain constraints, erosion, and access.

D. Assess all relevant data including applicable regulatory requirements, development standards, property limits, and identify opportunities and constraints.

Deliverables: Digital PDF base map with inventory and analysis

Phase II - SCHEMATIC DESIGN - 30% Program, Plans, Outline Specifications and Estimate

Upon County acceptance of previous phase, A/E shall proceed with the following services:

A. Utilize photogrammetric and LIDAR surveying and photos, existing topographic contours, and County GIS Data to develop plan sheets identifying project limits for each area. The plan sheets shall identify locations of existing elements, improvements and obstructions located within the project limits. Develop constraint map identifying any potential utility

conflicts with the proposed improvements. Prepare preliminary drainage calculations for sizing drainage improvements. Develop 30% plan sheets identifying the proposed drainage improvements needed within the project limits for each area. The 30% plan sheets will identify the general location and limits of each drainage improvement, and estimated quantity of material to be utilized for the repair. Prepare 30% Plan Project OPC. Submit 30% Plan Submittal Package with OPC to County Staff for review.

B. Perform Design Support services including: Surveys, Hydrology, Environmental, and Antiquities studies.

Phase III - DESIGN DEVELOPMENT – 60% Plans, Specifications and Estimate

Upon County acceptance of previous phase, A/E shall proceed with the following services:

A. Incorporate County Staff comments from 30% Plan Submittal Package into 60% Plan Submittal Package. Prepare final drainage calculations for sizing drainage improvements. Develop 60% plan sheets identifying the proposed drainage improvements needed within the project limits for each area. The 60% plan sheets will identify the general location and limits of drainage improvement, preliminary elevation and slope call outs, and estimated quantity of material to be utilized for the repair. Develop preliminary typical detail sections for proposed drainage improvements. Miscellaneous Design (1) Drainage Details; (2) Concrete Details; (3) General Notes and Specifications – Prepare preliminary project specific general notes including standard notes for Williamson County. Prepare 60% Plan Project OPC. Submit 60% Plan Submittal Package with OPC to County Staff for review. Construction Documentation (100% Construction Plan Submittal) i) Incorporate County Staff comments from 60% Plan Submittal Package into 100% Plan Submittal Package. ii) Develop 100% plan sheets identifying the proposed drainage improvements needed within the project limits for each area. The 100% plan sheets will identify the general location and limits of drainage improvement, final elevation and slope call outs, and final quantity of material to be utilized for the repair. iii) Develop final typical detail sections proposed drainage improvements. iv) Miscellaneous Design (1) Drainage Details (2) Concrete Details. (3) General Notes and Specifications – Prepare final project specific general notes including standard notes for Williamson County. v) Prepare 100% Plan Project OPC. vi) Submit 100% Plan Submittal Package with OPC to County Staff for review. e) Regulatory Review & Permitting. i) KPA will prepare and submit applications and plan documents to the regulatory entity where the improvements are proposed for review and approval.

B. Provide any reports required by jurisdictions having review authority.

C. Consult freely with County concerning the principal phases of the work and immediately advise County of any unusual requirements or features not apparent during execution of the Schematic Design Phase.

D. Develop plans and specifications, which indicate materials, construction methods and buildings systems. These building systems may include (but are not limited to) architectural, structural, civil, mechanical, plumbing, electrical, hazardous material remediation, landscaping and irrigation and site work.

E. Prepare a Design Development level cost estimate in a form acceptable to County.

F. Submit Plans, Specifications, and all other required documentation for Site Development Permit application for the project with the local jurisdiction having review authority. Notify County's PM of any required submittal fees to be paid by County.

G. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase IV – REGULATORY REVIEW AND PERMITTING

Upon County acceptance of previous phase, A/E shall proceed with the following services:

A. When applicable, register as the Owner's Designated Agent for correspondence with jurisdictions having review authority.

B. Participate in any Pre-submittal Meetings required by jurisdictions having review authority prior to Permit application submittal.

C. Submit Plans, Specifications, and all other required documentation for development and construction permit applications with the jurisdiction having review authority. Notify County's PM of any required submittal fees to be paid by County.

D. Submit Construction Documents and Specifications to the Registered Accessibility Specialist (RAS) approved by County for Architectural Barriers plan review.

E. Receive and respond to permitting comments by the jurisdictions having review authority. If multiple review cycles are required, pay for any resubmittal fees required beyond initial fees paid by County.

F. Revise plans, specifications, and construction cost estimate as necessary to conform to permitting, accessibility, and budget requirements without additional charge to County.

G. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase V - CONSTRUCTION DOCUMENTS – 100% Plans, Specifications, and Estimate

Upon County acceptance of previous phase, A/E shall proceed with the following services:

A. Prepare complete plans, specifications and engineering calculations (without professional seals) setting forth in detail the work required for the architectural, structural, civil, mechanical, plumbing, electrical, landscaping and irrigation, and site work.

B. Consult freely with County concerning the principal phases of the work immediately advise County of any unusual requirements or features not apparent during execution of the Schematic Design and Design Development Phases.

C. Prepare a detailed cost estimate of the project on a form acceptable to County.

D. Prepare a construction schedule with a Gantt chart or other County approved format which lists the anticipated major activities required to complete the project.

E. Complete the PS&E for the entire Project and its component parts. The Project detailed cost estimate shall not exceed the project construction budget as approved in writing by County.

F. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase VI – CONSTRUCTION CONTRACT BIDDING, AWARD, AND EXECUTION

Upon County acceptance of previous phase, A/E shall proceed with the following services:

A. Participate in a Pre-bid Meeting, answer RFI's from Contractors and suppliers, and prepare addenda items as required.

B. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase VII - CONSTRUCTION ADMINISTRATION - Project Observation and Reviews:

Upon County acceptance of previous phase, A/E shall perform the following services:

A. Provide general administration and be County's representative during the construction of the project. Advise, consult, and issue County's instructions to Contractor in writing with copies furnished to all parties. Prepare change orders and supplementary drawings.

B. Review and submit copies of each shop drawing and submittal of materials and equipment to County.

C. Conduct site visits with personnel technically qualified by education and experience to competently observe relevant aspects of construction. Make necessary observations to determine if workmanship and quality of materials generally conform to the plans and specifications, and that provisions of the contract are complied with.

D. Reject work performed by Contractor which does not meet the requirements of the Construction Documents; and, order removal and replacement of such work.

E. Review progress estimates of work performed and invoiced by Contractor. Within one (1) week of receipt, submit written reviews to County.

F. Coordinate Texas Accessibility Standards (TAS) Inspection to be concurrent with Substantial Completion Inspection.

G. Accompany County on Substantial Completion walk-through with appropriate staff and affiliates. Prepare a punch list of items needing correction. After Contractor has performed the required corrections, notify County in writing that the contract

has been performed in general conformance with the plans and specifications and is ready for Final Inspection.

H. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase VIII – PROJECT CLOSE-OUT – Final Inspection and Document Review:

Upon County acceptance of previous phase, A/E shall perform the following services:

A. Accompany County on Final Inspection to determine if construction has been completed in general accordance with the Contract Documents.

B. Review warranties, guarantees, bonds, equipment operating instructions, and similar deliverables to verify receipt, and general conformance to requirements of the Contract.

C. After determining that the general requirements of the Plans and Specifications have been met, certify and approve Contractor's Final Application for Payment.

D. Upon completion of construction and prior to the request for final payment, make changes in the original REVIT or model CAD files of the Project to show changes made and noted by Contractor of the work and final location of the mechanical service lines and outlets including outside utilities. Develop project Record Construction Drawings and Specifications.

E. Provide deliverables in accordance with County's Design Submittal Guidelines.

EXHIBIT B

FEE SCHEDULE

This schedule indicates new fees by Phase of the Basic Fee:		**$**	**27,675**	100%
92%	**KPA Engineers**	**$**	**25,425**	
8%	**Lidar Survey Processing - Aerotas (AER)**	**$**	**2,250**	
Phase I - DATA COLLECTION, INVENTORY, AND ANALYSIS		**$**	**5,000**	18%
	KPA Engineers	$	2,750	
	Lidar Survey Processing - Aerotas (AER)	$	2,250	
Phase II - SCHEMATIC DESIGN (30%)		**$**	**3,150**	11%
	KPA Engineers	$	3,150	
	Lidar Survey Processing - Aerotas (AER)	$	-	
Phase III - DESIGN DEVELOPMENT (60%)		**$**	**3,750**	14%
	KPA Engineers	$	3,750	
	Lidar Survey Processing - Aerotas (AER)	$	-	
Phase IV - REGULATORY REVIEW AND PERMITTING		**$**	**2,250**	8%
	KPA Engineers	$	2,250	
	Lidar Survey Processing - Aerotas (AER)	$	-	
Phase V - CONSTRUCTION DOCUMENTS (100%)		**$**	**4,250**	15%
	KPA Engineers	$	4,250	
	Lidar Survey Processing - Aerotas (AER)	$	-	
Phase VI - BIDDING, AWARD, AND EXECUTION		**$**	**4,525**	16%
	KPA Engineers	$	4,525	

Lidar Survey Processing - Aerotas (AER)	$	-	
Phase VII - CONSTRUCTION ADMINISTRATION	**$**	**3,500**	13%
KPA Engineers	$	3,500	
Lidar Survey Processing - Aerotas (AER)	$	-	
Phase VIII - PROJECT CLOSE-OUT	**$**	**1,250**	5%
KPA Engineers	$	1,250	
Lidar Survey Processing - Aerotas (AER)	$	-	

EXHIBIT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Agreement within **Four Hundred Sixty-Six (466) calendar days** from the date of this Agreement.

The above time limits may, for good cause, be extended, in writing, by County as the Project proceeds.

The schedule below indicates various project milestones and target dates. Standard end-of-phase review periods for County shall be (21) calendar days.

Agreement Execution Date	**11/19/24**

Phase I - DATA COLLECTION, INVENTORY, AND ANALYSIS

Notice to Proceed	11/22/24
Base Map, Inventory, and Analysis deliverables	12/12/24
County written authorization to proceed to next phase	12/20/24

Phase II - SCHEMATIC DESIGN

30% Plans, Specifications and Estimate deliverables	01/10/25
County written authorization to proceed to next phase	01/21/25

Phase III - DESIGN DEVELOPMENT

60% Plans, Specifications and Estimate deliverables	02/05/25
County written authorization to proceed to next phase	02/14/25

Phase IV - REGULATORY REVIEW AND PERMITTING

Sealed Plans and Specifications and Estimate deliverables to County	02/21/25
Plans submittal to TDLR and Permit application submittal to City	02/28/25
Site Development and Construction Permits received from City	03/28/25

Phase V - CONSTRUCTION DOCUMENTS

Complete Plans, Specifications and Estimate deliverables	05/05/25
County written authorization to proceed to next phase	05/15/25

Phase VI - BIDDING, AWARD, AND EXECUTION	
Permitted Plans and Specifications and Estimate deliverables to County	05/16/25
County advertises project for Bid	05/30/25
Contract Award	06/19/25
Phase VII - CONSTRUCTION ADMINISTRATION	
Contractor Notice to Proceed	06/25/25
Construction Substantial Completion	01/09/26
Phase VIII - PROJECT CLOSE-OUT	
Record Documents deliverables	01/29/26
All services shall be complete on, or before:	**02/28/26**

EXHIBIT D

Williamson County
Vendor Reimbursement Policy

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

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

1. Invoices and Affidavits

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

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

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

2. Travel Reimbursement

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

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

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

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

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

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

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

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

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

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

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

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

3. Meals

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

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

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

3.4 County will not reimburse for alcoholic beverages.

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

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

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

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

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

5. Airfare

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

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

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

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

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

6. Car Rental

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

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

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

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

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

6.6 Insurance purchased when renting vehicle may also be reimbursed.

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

7. Personal Car Usage

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

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

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)
7.2.1.5 Correspondence that verifies business purpose of the expense

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

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

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

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

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

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

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

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

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

8. Other Expenses

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

9. Repayment of Non-reimbursable Expense.

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

10. Non-Reimbursable Expenses

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

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants

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

EXHIBIT E

DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

1. I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that A/E and its principals:

    a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

    b. Have not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

    c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in **Paragraph 1(b)** of this certification;

    d. Have not, within a three-year period preceding this application/proposal, had one or more public transactions* terminated for cause or default; and

    e. Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Kasberg, Patrick & Associates, LP,
Acting by and through its General Partner,
Kasberg, Patrick & Associates GP, LLC

Signature of Certifying Official

Alvin R Sutton III
Printed Name of Certifying Official

Principal
Title of Certifying Official

October 30, 2024
Date

2. Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me, the undersigned authority, by Alvin R. Sutton III (Signatory Name) the E. Tighe Harrison (Signatory Title) of Kasberg, Patrick & Associates, LP (Entity Name), on behalf of said firm.

E.TIGHE HARRISON
Notary Public, State of Texas
Comm. Expires 09-19-2027
Notary ID 134563729

E.T. Harrison
Notary Public in and for the
State of Texas

My commission expires: 09/19/2027

WILLIAMSON COUNTY FACILITIES MINIMUM DESIGN SPECIFICATIONS

DIVISION	ITEM	DESCRIPTION
ACCESS CONTROL		
	CARD READERS	Where card readers are installed, use multi-class card readers which are compatible with Wilco's software/hardware.
	DOOR HARDWARE	Locksets should be heavy duty cylindrical style with figure-8 style IC core and a 7 pin combination configuration.
		Lockset/Handle Finishes should be brushed stainless (brushed nickel)
		No Piano Hinges on Doors
		Key boxes & specefic key box for elevator(s)
ELECTRICAL		
	WIRING	All electrical wire to be installed in hard pipe conduit, except for fixture whips, which should have a maximum length of 6'.
		All feeders and branch circuits shall be installed in EMT, IC, or Rigid conduit unless specifically noted in these specifications.
		No MC cable will be used unless specifically approved.
	FIXTURES	LED fixtures or equivalent energy use.
		all fixtures installed in acoustical ceilings shall have a minimum of two independent support hangers tied to structure.
	LIGHTING MOUNTS	No Tapcon masonry mounts since the fixtures are likely to pull-out of masonry walls
	LIGHTING CONTROLS	Acuity - Schedule lighting scene programming 30-days after Occupant move-in.
	EXTERIOR LIGHTING	No photocells - Lighting should be run off a separate ZN card and automated logic controlled with updated graphics
		Light poles anywhere near vehicle areas must be set on concrete base 36-in high to prevent vehicle damage.
	AS-BUILT PLANS	Must include conduit pathways and sizes, j-box locations and sizes, and circuitry
		Label ceiling grid for concealed electrical disconnects
FIRE PROTECTION		
	FIRE ALARM	Existing Buildings with Simplex - use Simplex products
		New Buildings or Exist Buildings without Simplex - use Silent Night (non propietary E.g. Farenhyt)
		CO detectors, if required, shall be located in the interior of the building, in the occupied space being monitored. No CO duct detectors allowed.
		Building that are being expanded (added onto), shall expand on the existing system using only system compatible equipment by manufucturer.
		Wireless dialer will be used for notification to monitoring company - No POTS lines and will be set up with JCI monitoring.
		Supply facilities fire systems specialist with fire panel program and all passcode levels.
		Fire Alarm panel/room must have internet connectivity
	PLANS	Update whole building plans (digital) and coordinate update of fire panel info and device labeling
	SPRINKLER	All saddle tap connections require the removed tab to be hung beneath the tap created. Hanging with wire is acceptable.
GENERAL		
	ADA	Meets all current ADA Standards.
	CODE COMPLIANCE	Meets Wilco Adoped Codes
	TRAINING	Provide training for specialty systems/items
INTERIORS		
	SOUND BATTS	Install sound batting at office and meeting room walls and ceilings regardless of the quantity or type of building envelope insulation or deck insulation.
	CEILINGS	Sound deadening Accoustical Tile, not light weight foam type.
		Label ceiling grid for concealed equipment locations including all electrical disconnects, water valves, HVAC equipment etc.
	RESTROOM PARTITIONS	No laminate surfaces allowed
	RESTROOM MIRRORS	Frameless type. DO NOT butt to counter or backsplash below.
IT		
	DHCP COMPLAINT	Dynamic Host Client Protocol compliant controllers for all devices connected to Wilco IT systems
LANDSCAPING		
	PLANT SELECTION	Use only low water native and adaptive plants. Small turf areas. Overdesign for pedestrian traffic.
	IRRIGATION	Irrigated areas should be kept to a minimum and overall irrigation should be kept to a minimum.

	IRRIGATION CONTROLS	Irrigation that is installed should have controls that are compatible with Wilco's existing automated control and monitoring software/hardware
	DESIGN	Concrete walk around building perimeter. No grass at edge of building. No small turf islands, use mulching materials instead.
		No shade trees to interfere with signage, lighting or utilities.
MAINTENANCE		
	FACILITIES CLOSET	All buildings should include a maintenance closet with storage space for such items as touch-up paint, spare lamps, spare ceiling tile,
		spare carpet tiles, ladders, etc.
	JANITORIAL CLOSET	All buildings should include a mop sink closet with storage space for cleaning supplies on shelving and space for rolling carts/mop buckets.
	RESTROOM ACCESSORIES	Automatic hand dryers at restrooms.
		Double roll S.S. toilet paper dispensers, multi-fold towel dispensers, hand dryers provided by Wilco contract provider
MECHANICAL		
	FILTER	2" filter racks at any air handler filter location.
		Advanced photo-catalytic oxidation type filtration.
	MAINTENANCE ACCESS	Place all units to allow for ground level maintenance and filter changes. If above ceiling installation is necessary, then install access doors.
		Avoid the necessity of ceiling tile removal to do maintenance. Use items such as catwalks if necessary for ease of maintenance.
	DUCT	All duct should be hard metal duct with exterior insulation, except for register drops can be flex if necessary.
	LOW AMBIENT	Install low ambient kits on all DX, RTU's, etc. to allow for humidity control in cold weather conditions.
	CONTROLS	Controls should be compatible with Wilco's existing automated controls software/hardware.
		Update automated logic graphics and zones (including floor plan graphics)
		Exhaust fans need CT's and automated logic graphic
		Mini splits need bacnet capability or ZN card and automated logic graphic
		(see exterior lighting) No HVAC controls on lighting ZN cards
	C.O. DUCT DETECTOR	Should not be powered by RTU. This allows maintenance to shutdown HVAC without setting off fire alarm.
	SOUND ISSUES	All open-air (open-plenum) areas should be designed with effective sound deadening boots at all return air grills entering office or meeting type space
	LABELING	Label ceiling grid for concealed HVAC equipment.
PAINTING		
	PREP	
	PRIME	
	APPLICATION	
	INTERIOR WALLS	Use only wilco standard colors and materials, DO NOT color-match
PLUMBING		
	LAYOUT	No pluming walls for restrooms on exterior envelope of buildings
	FIXTURES	Automatic (touch-less): toilets, lavatory fixtures.
		Provide plumbing for in-line filtration at all ice-maker locations
	TRAP PRIMERS	Use threaded connection supply-off of inverted "Y" on lavatory tailpipe
	HOSE BIBS	Specify only freeze-proof hose bibs & inimize
		No exterior hosebibs built into building exterior. Use only in-ground quick-connect
	ICE MACHINES	Locate multi-stage/ multi -cartridge commercial filter for easy maintenance access at each ice machine
	LABELING	Label ceiling grid for concealed equipment locations of water valves
ROOFS		
	ACCESS	If equipment is installed on roof, access should include at a minimum, a roof hatch for access, preferably with a permanently installed access ladder
	EQUIPMENT LIFTS	Provide cranes in accessible locations to lift repair equipment where rooftop equipment is installed (meet OSHA & ANSI standards)
	WALKWAY MATS	Fully-adhered walkway mats from roof access points to mechanical maintnenance access location for roof top units.
	SOLAR	Design roof structure with the capacity to support future solar panel installation.
STRUCTURAL		

	ENVELOPE	Building envelope should be weather tight.
	STUDS	All stud walls should be a minimum 20 GA material unless AE suggests otherwise

WAREHOUSE / GARAGE / SHOPS		
	ORIENTATION	Building orientation should be such that the overhead doors face North and South to allow for prevailing wind ventilation and/or install large exhaust fans for mechanical ventilation.
	SAFETY/HEALTH	Hand wash sink, eyewash stations, water fountain, ice machine floor drain.

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:
2024-1231832

Date Filed:
10/28/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Kasberg, Patrick & Associates, LP
Temple, 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.
P650
Southwest Williamson County Regional Park

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Kasberg, PE, Rick N.	Temple, TX United States	X	
Patrick, PE, CFM, R. David	Temple, TX United States	X	
Sutton, III, PE, CFM, Alvin R.	Georgetown, TX United States	X	
Valle, PE, Thomas D.	Temple, TX United States	X	
Tolbert, PE, Ginger R.	Temple, TX United States	X	
Simcik, PE, CFM, John A.	Temple, TX United States	X	
Crow, PLA, CNUa, Travis A.	Georgetown, TX United States	X	
Bintz, CPA, CCIFP, Camryn R.	Temple, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Alvin R. Sutton, III, and my date of birth is [redacted].

My address is [redacted] (street), [redacted] (city), TX (state), 78626 (zip code), USA (country).

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

Executed in Williamson County, State of Texas, on the 28 day of October (month), 2024 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1231832

Date Filed:
10/28/2024

Date Acknowledged:
10/31/2024

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

Kasberg, Patrick & Associates, LP
Temple, 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.

P650
Southwest Williamson County Regional Park

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Kasberg, PE, Rick N.	Temple, TX United States	X	
Patrick, PE, CFM, R. David	Temple, TX United States	X	
Sutton, III, PE, CFM, Alvin R.	Georgetown, TX United States	X	
Valle, PE, Thomas D.	Temple, TX United States	X	
Tolbert, PE, Ginger R.	Temple, TX United States	X	
Simcik, PE, CFM, John A.	Temple, TX United States	X	
Crow, PLA, CNUa, Travis A.	Georgetown, TX United States	X	
Bintz, CPA, CCIFP, Camryn R.	Temple, 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 **23.**

Meeting Date: 11/19/2024

Award of RFSQ #24RFSQ53 for Planning Design and Engineering Services for Lake Creek Trail Bridge Repair to Kasberg, Patrick & Associates, LP for Parks/ 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 awarding RFSQ #24RFSQ53 to Kasberg, Patrick & Associates, LP, for Lake Creek Trail Bridge Repair, in the amount of Twenty-Eight Thousand, Two Hundred Twenty-Five Dollars ($28,225.00) and authorize execution of the agreement. The funding source is P655

Background

Kasberg, Patrick & Associates, LP is recommended for award through RFSQ #24RFSQ53 which established a prequalified consultant pool to be contracted on an as-needed basis, on 06.18.24 agenda item no.16. Kasberg, Patrick & Associates, LP, is being recommended for this project following a project specific evaluation of the firms from the 24RFSQ53 pool where Kasberg, Patrick & Associates, LP received the highest score for this project. This Agreement for Lake Creek Trail Bridge Repair between Williamson County and Kasberg, Patrick & Associates, LP, is for the Lake Creek Trail. Contract Audit and General Counsel have reviewed the documentation. A detailed Scope of Work is attached. Funding Source is P655, and the point of contact is Christy Matoska

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

PSA KPA LP

Form 1295 Kasberg, Patrick and Associates, LP Complete

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	11/13/2024 02:47 PM
County Judge Exec Asst.	Becky Pruitt	11/13/2024 03:13 PM
Form Started By: Johnny Grimaldo		Started On: 10/31/2024 08:30 AM
Final Approval Date: 11/13/2024		

AGREEMENT FOR PLANNING, DESIGN & ENGINEERING SERVICES

PROJECT: **Lake Creek Trail – Bridge Repair** ("Project")

PLANNER/ LANDSCAPE ARCHITECT/ ARCHITECT/ ENGINEER: **Kasberg, Patrick & Associates, LP** ("A/E")
Alvin R. (Trae) Sutton III, P.E., CFM, Principal
800 South Austin Ave
Georgetown, TX 78626

COUNTY'S DESIGNATED REPRESENTATIVE: **Williamson County Parks Department**
Director of Parks
219 Perry Mayfield
Georgetown, Texas 78641

THIS AGREEMENT FOR PLANNING, DESIGN AND ENGINEERING SERVICES ("Agreement") 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 A/E.

R E C I T A L S

WHEREAS, **V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A** entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional planners, landscape architects, architects and engineers; and

WHEREAS, County intends to **have A/E design services for the Lake Creek Trail – Bridge Repair**; and

WHEREAS, County desires that A/E perform certain professional services in connection with the Project; and

WHEREAS, A/E represents that it is qualified and desires to perform such services;

NOW, THEREFORE, County and A/E, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

ARTICLE 1
SCOPE OF AGREEMENT

A/E agrees to perform professional services in connection with the Project as stated herein, and for having rendered such services, County agrees to pay to A/E compensation as stated in the articles to follow.

ARTICLE 2
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

2.1 Contract Documents.
Contract Documents consist of this Agreement, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Agreement), and all fully executed Supplemental Agreements which are subsequently issued. These form the entire Agreement, and all are as fully a part of this Agreement as if attached to this Agreement or repeated herein.

2.2 Existing Information.
County shall provide A/E with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular Project at no cost to A/E; however, any and all such information shall remain the property of County and shall be returned, if County so instructs A/E.

2.3 Project Documents.
In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

2.3.1
2012 Edition of the Texas Accessibility Standards (TAS) regarding the Elimination of Architectural Barriers Program, including latest revisions (*see* 16 Tex. Admin. Code § 68.100; *see also* Tex. Gov't Code, Ch. 469).

2.3.2
Americans with Disabilities Act (ADA)

2.3.3
Williamson County Facilities Building Code Adoption List, 2020 edition as updated

2.3.4
Williamson County Consultant Design Submittal Guidelines, 2020 edition as updated

ARTICLE 3
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

3.1 Non-collusion.
A/E warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for A/E, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or subconsultant any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this

Agreement. For breach or violation of this warranty, County reserves and shall have the right to annul this Agreement without liability or, in its discretion and at its sole election, to deduct from the Agreement price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

3.2 Debarment Certification.
A/E must sign the Debarment Certification enclosed herewith as **Exhibit E**.

3.3 Financial Interest Prohibited.
A/E covenants and represents that A/E, its officers, employees, agents, consultants, and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials, or equipment that will be recommended or required for the construction of the Project.

ARTICLE 4
CHARACTER AND SCOPE OF SERVICES

4.1
In consideration of the compensation herein provided, A/E shall perform professional planning, design and engineering services for the Project, which are acceptable to County, based on standard planning, landscape architecture, architectural and engineering practices and the scope of work described on the Exhibits attached to this Agreement. A/E shall also serve as County's professional planner, landscape architect, architect and engineer in those phases of the Project to which this Agreement applies and will consult with and give advice to County during the performance of A/E's services.

4.2
A/E shall perform the following Basic Scope of Services (sometimes referred to herein as the “Basic Scope of Services”, “Basic Services” or the “Scope of Services”):

4.2.1
The Basic Scope of Services shall generally consist of all elements of work, meetings, materials, and equipment required for the development of the Project in accordance with the requirements, policies, and general practices of Williamson County.

4.2.2
As part of the Basic Services, A/E shall submit its work products to County for review as requested by County.

4.2.3
The detailed Basic Services for the Project is set forth herein as **Exhibit A** to this Agreement, which is expressly incorporated and made a part hereof.

ARTICLE 5
TIME FOR PERFORMANCE

5.1 Commencement.
A/E shall not commence work until A/E has been thoroughly briefed on the scope of the Project and has been notified in writing to proceed, as evidenced by a Notice to Proceed.

5.2 Duration.
A/E agrees to complete the Basic Services within the time period set forth in **Exhibit C**. The time limits set out therein may, for good cause, be extended, in writing, by County as the Project proceeds.

ARTICLE 6
COMPENSATION AND EXPENSES

6.1 Basic Fee.
For and in consideration of the Basic Services rendered by A/E, County shall pay to A/E up to **Twenty-Eight Thousand, Two Hundred Twenty-Five Dollars ($28,225.)** hereinafter called the "Basic Fee".

The Basic Fee is based upon all estimated labor costs required in the performance of all items and phases of the Basic Services set forth in **Exhibit A**. Compensation for Basic Services will be paid by County by monthly invoices of percentage completion of fees by phase of the Basic Fee as set forth in **Exhibit B**. County will only be obligated to pay A/E for the performance of items and phases of the Basic Services actually rendered and incurred, which may be less than the above stated Basic Fee.

6.2 Expenses.
A/E shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit D**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and **must strictly comply with the Williamson County Vendor Reimbursement Policy**. The copies of the provider's invoice must evidence the actual costs billed to A/E without markup. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and must not exceed **Two Hundred Eighty-Two Dollars ($ 282.)**.

ARTICLE 7
ADDITIONAL SERVICES AND CHARGES

For the performance of services not specifically described as Basic Services under **Article 4** above (sometimes referred to herein as "Additional Services"), County shall pay and A/E shall receive, under a negotiated, written Supplemental Agreement, Additional Services compensation based upon invoices of percentage completion.

A/E shall not, however, be compensated for work made necessary by A/E's negligent errors or omissions. In the event of any dispute over the classification of A/E's services as Basic or

Additional Services under this Agreement, the decision of County shall be final and binding on A/E.

It is expressly understood and agreed that A/E shall not furnish any Additional Services without the prior written authorization of County by a negotiated Supplemental Agreement. County shall have no obligation to pay for such Additional Services which have been rendered without prior written authorization of County as hereinabove required.

ARTICLE 8
TIME OF PAYMENT; PAYMENT AND INTEREST; AND RIGHT TO AUDIT

8.1 Time of Payment.

During the performance of the services provided for in this Agreement, monthly payments shall be made based upon that portion of the services which has been completed.

On or about the last day of each calendar month during the performance of the Basic Services to be provided under this Agreement, A/E shall submit to County working documents in any stage of completion to demonstrate incremental progress of Basic Services and the compensation which is due for percentage completion of Basic Services.

On or about the last day of each calendar month during the performance of the Additional Services to be provided under **Article 7**, A/E shall submit to County working documents in any stage of completion to demonstrate incremental progress of Additional Services under an applicable Supplemental Agreement related thereto, and the compensation which is due for percentage completion of particular Additional Services.

County shall review the documentation and shall pay each statement as set forth in this **Article 8**, however, the approval or payment of any statement shall not be considered evidence of performance by A/E to the point indicated by such statement or of receipt or acceptance by County of the services covered by such statement. Final payment does not relieve A/E of the responsibility of correcting any errors or omissions resulting from A/E's negligence.

Upon submittal of the initial invoice, A/E shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

8.2 Prompt Payment Policy.

In accordance with **Chapter 2251, V.T.C.A., Texas Government Code**, payment to A/E will be made within **thirty (30) days** of the day on which the performance of services was complete, or within **thirty (30) days** of the day on which the County Auditor receives a correct invoice for services, whichever is later. A/E may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

8.2.1

There is a bona fide dispute between County and A/E concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

8.2.2

There is a bona fide dispute between A/E and a subcontractor/ subconsultant or between a subcontractor/ subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Basic Services performed which causes the payment to be late; or

8.2.3

The invoice is not submitted to Williamson County in strict accordance with instructions, if any, on the purchase order, or this Agreement or other such contractual agreement.

The County Auditor shall document to A/E the issues related to disputed invoices within **ten (10) calendar days** of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of **Texas Government Code, Chapter 2251, V.T.C.A**.

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Agreement is as follows:

Williamson County Parks Department
Attn: Director of Parks
219 Perry Mayfield
Leander, Texas 78641

County shall have the right, from time to time, to change the County's Designated Representative by giving A/E written notice thereof. With respect to any action, decision, or determination which is to be taken or made by County under this Agreement, the County's Designated Representative may take such action or make such decision or determination or shall notify A/E 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 Agreement, in which case, actions taken by County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by County's Designated Representative shall be binding on County; *provided, however,* County's Designated Representative shall not have any right to modify, amend, or terminate this Agreement or executed Supplemental Agreement. County's Designated Representative shall not have any authority to execute a Supplemental Agreement unless otherwise granted such authority by the Williamson County Commissioners Court.

A/E's Designated Representative for purposes of this Agreement is as follows:

Kasberg, Patrick & Associates, LP
Alvin R. (Trae) Sutton III, P.E., CFM
800 South Austin Ave
Georgetown, TX 78626

A/E shall have the right, from time to time, to change A/E'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 A/E under this Agreement, A/E'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 A/E's Designated Representative on behalf of A/E shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Agreement, in which case, actions taken by A/E's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by A/E's Designated Representative shall be binding on A/E. A/E's Designated Representative shall have the right to modify, amend, and execute Supplemental Agreements on behalf of A/E.

ARTICLE 10
NOTICE

Any notice required to be given under the provisions of this Agreement 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 A/E 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 Agreement, 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 Parks Department
Attn: Director of Parks
219 Perry Mayfield
Leander, Texas 78641

and to: Office of General Counsel
Williamson County Commissioners Court
401 W. 6th Street
Georgetown, Texas 78626

A/E: Kasberg, Patrick & Associates, LP
800 South Austin Ave
Georgetown, TX 78626

Attention: Alvin R. (Trae) Sutton III, P.E., CFM
Principal

Either party may designate a different address by giving the other party ten (10) days written notice.

ARTICLE 11
PROGRESS EVALUATION

A/E shall, from time to time during the progress of the Basic Services and, when applicable, progress of Additional Services, confer with County at County's election. A/E shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Basic Services and any applicable Additional Services. At the request of County or A/E, conferences shall be provided at A/E's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Basic Services and any applicable Additional Services. County may, from time to time, require A/E to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Basic Services or any applicable Additional Services does not satisfy the terms of this Agreement, then County shall review same with A/E to determine corrective action required.

A/E shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Basic Services and any applicable Additional Services, including but not limited to the following:

11.1
Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of this Agreement or preclude the attainment of Project Basic Services and any applicable Additional Services by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

11.2
Favorable developments or events which enable meeting goals sooner than anticipated in relation to this Agreement or any applicable Supplemental Agreement.

ARTICLE 12
CHANGES IN COMPLETED BASIC SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Basic Services or parts thereof which involve changes to the original Basic Services or character of Basic Services under this Agreement, then A/E shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Services and paid for as specified under **Article 7** and **Article 8**. A/E shall make revisions to Basic Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Basic Services.

ARTICLE 13
REVIEW PROCESS AND REVISIONS TO A/E WORK PRODUCT

13.1 Review Process.

A/E's Work Product will be reviewed by County under its applicable technical requirements and procedures, as follows:

13.1.1 Submittal.

Reports, plans, surveys, field notes, original drawings, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, data, sketches and/or schematics prepared by A/E and supporting documents (collectively referred to hereinabove and hereinafter as the "A/E Work Product(s)"), shall be submitted by A/E on or before the dates specified for completion, as set out in the Production Schedule set forth in **Exhibit C**.

13.1.2 Completion.

Reports, plans, specifications, and supporting documents shall be submitted by A/E on or before the dates specified in **Exhibit C**. Upon receipt of same, the submission shall be checked for completion. "Completion" or “Complete” shall be defined as all of the required items, as set out in **Exhibit A**, have been included in compliance with the requirements of this Agreement. The completeness of any Basic Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify A/E in writing within such thirty (30) day period if such Basic Services have been found to be incomplete. If the submission is Complete, County will notify A/E and County’s technical review process will begin.

If the submission is not Complete, County will notify A/E, who shall perform such professional services as are required to complete the Basic Services and resubmit it to County. This process shall be repeated until a submission is Complete.

13.1.3 Acceptance.

County will review the completed Basic Services in each design phase for compliance with this Agreement and general conformance with the Design Deliverable Guidelines. "Acceptance" or “Accepted” shall mean that in County’s reasonable opinion, substantial compliance with the requirements of this Agreement has been achieved.

If a lack of coordination between subconsultant documents is discovered in the A/E work product, which is not specifically called-out by A/E as a pending coordination item, the work product will be returned to A/E along with written email notification which may describe preliminary deficiencies discovered and may reference the terms of **Paragraph 13.1.3** of this Agreement. A/E shall perform any required corrections to Basic Services and resubmit to County.

Should this process need to be repeated for the same or subsequent deficiencies related to the initial deficiencies, County will issue a marked-up work product to A/E indicating specific deficiencies for correction. County will also issue a notice for A/E to deduct **One Thousand Dollars ($ 1,000)** from the A/E ‘s Basic Fee on the next invoice for each occurrence until the Basic Services are Accepted.

13.1.4 Final Approval.

After Acceptance, A/E shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by County. "Final Approval" in this sense shall mean formal recognition that the Basic Services have been fully carried out.

13.2 Revision to A/E Work Product.

A/E shall make, without expense to County, such revisions to A/E Work Product as may be required to correct negligent errors or omissions so A/E Work Product meets the needs of County, but after the approval of A/E Work Product any revisions, additions, or other modifications made at County's request which involve extra services and expenses to A/E shall entitle A/E to additional compensation for such extra services and expenses; provided, however, A/E hereby agrees to perform any necessary corrections to A/E Work Products which are found to be in negligent error or omission as a result of A/E's development of A/E Work Product, at any time, without additional compensation. If it is necessary, due to such error or omission by A/E, to revise any A/E Work Product in order to make the Project constructible, A/E shall do so without additional compensation. In the event of any dispute over the classification of A/E's Work Products as Complete, Accepted, or Approved under this Agreement, the decision of County shall be final and binding on A/E, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

13.3 Days.

All references to a "day" in this Agreement shall mean a calendar day unless otherwise specified.

13.4 County's Reliance on A/E.

A/E's duties as set forth herein shall at no time be in any way diminished by reason of any review, evaluation, or approval by County nor shall A/E be released from any liability by reason of such review, evaluation or approval by County, it being understood that County, at all times, is ultimately relying upon A/E's skill, ability, and knowledge in performing the Basic Services required hereunder.

ARTICLE 14
SUSPENSION

Should County desire to suspend the Basic Services, but not to terminate this Agreement, then such suspension may be effected by County giving A/E **thirty (30) calendar days'** verbal notification followed by written confirmation to that effect. Such **thirty (30)-day** notice may be waived in writing by agreement and signature of both parties. The Basic Services may be reinstated and resumed in full force and effect within **sixty (60) days** of receipt of written notice from County to resume the Basic Services. Such **sixty (60)-day** notice may be waived in writing by agreement and signature of both parties. If this Agreement is suspended for more than **thirty (30) days**, A/E shall have the option of terminating this Agreement and, in the event, A/E shall be compensated for all Basic Services performed and reimbursable expenses incurred, provided such Basic Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

County assumes no liability for Basic Services performed or costs incurred prior to the date authorized by County for A/E to begin Basic Services, and/or during periods when Basic Services are suspended, and/or subsequent to the completion date.

ARTICLE 15
VIOLATION OF CONTRACT TERMS/ BREACH OF CONTRACT

Violation of contract terms or breach of contract by A/E shall be grounds for termination of this Agreement, and any increased costs arising from A/E's default, breach of contract, or violation of contract terms shall be paid by A/E.

ARTICLE 16
TERMINATION

This Agreement may be terminated as set forth below.

16.1
By mutual agreement and consent, in writing, of both parties.

16.2
By County, by notice in writing to A/E, as a consequence of failure by A/E to perform the Basic Services set forth herein in a satisfactory manner.

16.3
By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

16.4
By County, for reasons of its own and not subject to the mutual consent of A/E, upon not less than **thirty (30) days** written notice to A/E.

16.5
By satisfactory completion of all Basic Services and obligations described herein.

Should County terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to A/E. In determining the value of the Basic Services performed by A/E prior to termination, County shall be the sole judge. Compensation for Basic Services at termination will be based on a percentage of the Basic Services completed at that time. Should County terminate this Agreement under **Section 16.4** above, then the amount charged during the **thirty (30)-day** notice period shall not exceed the amount charged during the preceding **thirty (30) days**.

If A/E defaults in the performance of this Agreement or if County terminates this Agreement for fault on the part of A/E, then County shall give consideration to the actual costs incurred by A/E in performing the Basic Services to the date of default, the amount of Basic Services required which was satisfactorily completed to date of default, the value of the Basic Services which are usable to County, the cost to County of employing another firm to complete the Basic Services required and the time required to do so, and other factors which affect the value to County of the Basic Services performed at the time of default.

The termination of this Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Agreement. If the termination of this Agreement is due to the failure of A/E to fulfill its contractual obligations, then

County may take over the Project and prosecute the Basic Services to completion. In such case, A/E shall be liable to County for any additional and reasonable costs incurred by County.

A/E shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by A/E in support of the Basic Services under this Agreement.

ARTICLE 17
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications, and data or programs stored electronically, (hereinafter referred to as "A/E Work Products") prepared by A/E and its subcontractors/ subconsultants are related exclusively to the services described in this Agreement and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of A/E's designs under this Agreement (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to A/E.

By execution of this Agreement and in confirmation of the fee for services to be paid under this Agreement, A/E hereby conveys, transfers, and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and Work Product developed under this Agreement. Copies may be retained by A/E. A/E shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by A/E or anyone connected with A/E, including agents, employees, Engineers or subcontractors/ subconsultants. All documents so lost or damaged shall be replaced or restored by A/E without cost to County.

Upon execution of this Agreement, A/E grants to County permission to reproduce A/E's work and documents for purposes of constructing, using, and maintaining the Project, provided that County will comply with its obligations, including prompt payment of all sums when due, under this Agreement. A/E shall obtain similar permission from A/E's subcontractors/ subconsultants consistent with this Agreement. If and upon the date A/E is adjudged in default of this Agreement, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections, or additions to the work and documents for the purposes of completing, using, and maintaining the Project.

County shall not assign, delegate, sublicense, pledge, or otherwise transfer any permission granted herein to another party without the prior written consent of A/E. However, County shall be permitted to authorize the contractor, subcontractors, and material or equipment suppliers to reproduce applicable portions of A/E Work Products appropriate to and for use in the execution of the Work. Submission or distribution of A/E Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of A/E Work Products shall be at County's sole risk and without liability to A/E and its subconsultants.

Prior to A/E providing to County any A/E Work Products in electronic form or County providing to A/E any electronic data for incorporation into A/E Work Products, County and A/E shall, by

separate written agreement, set forth the specific conditions governing the format of such A/E Work Products or electronic data, including any special limitations not otherwise provided in this Agreement. Any electronic files are provided by A/E for the convenience of County and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by A/E, the hardcopy shall prevail. Only printed copies of documents conveyed by A/E shall be relied upon.

A/E shall have no liability for changes made to the drawings by other consultants subsequent to the completion of the Project. Any such change shall be sealed by A/E making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 18
PERSONNEL, EQUIPMENT, AND MATERIAL

A/E shall furnish and maintain, at its own expense, quarters for the performance of all Basic Services, and adequate and sufficient personnel and equipment to perform the Basic Services as required. All employees of A/E shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of A/E who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Basic Services shall immediately be removed from association with the Project when so instructed by County. A/E certifies that it presently has adequate qualified personnel in its employment for performance of the Basic Services required under this Agreement, or will obtain such personnel from sources other than County. A/E may not change the Project Manager without prior written consent of County.

ARTICLE 19
SUBCONTRACTING

A/E shall not assign, subcontract, or transfer any portion of the Basic Services under this Agreement without prior written approval from County. All subcontracts shall include the provisions required in this Agreement. No subcontract shall relieve A/E of any responsibilities under this Agreement.

ARTICLE 20
MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the right herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

ARTICLE 21
COMPLIANCE WITH LAWS

21.1 Compliance.
A/E shall render the services hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the planning, landscape architecture, architecture and engineering professions, and in recognition of such standards, A/E shall comply with all applicable federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement, including, without limitation, minimum/ maximum salary and wage statutes and regulations, and licensing laws and regulations. A/E shall furnish County with satisfactory proof of its compliance.

A/E shall further obtain all permits and licenses required in the performance of the Basic Services contracted for herein.

21.2 Taxes.
A/E shall pay all taxes, if any, required by law arising by virtue of the Basic Services performed hereunder. County is qualified for exemption pursuant to the provisions of **Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act**.

ARTICLE 22
INDEMNIFICATION

A/E AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY A/E, A/E'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH A/E INCLUDING, WITHOUT LIMITATION, A/E'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH A/E EXERCISES CONTROL.

A/E FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A/E'S FAILURE TO PAY A/E'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS AGREEMENT BY A/E.

A/E FURTHER AGREES TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY A/E IN THE PERFORMANCE OF THIS AGREEMENT.

THE LIMITS OF INSURANCE REQUIRED IN THIS AGREEMENT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT A/E'S OBLIGATIONS UNDER THIS **ARTICLE 22**. THE TERMS AND CONDITIONS

CONTAINED IN THIS **ARTICLE 22** SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF COUNTY OR THIRD PARTIES FOR WHOM A/E IS NOT LEGALLY LIABLE, A/E'S OBLIGATIONS SHALL BE IN PROPORTION TO A/E'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST COUNTY IN WHICH CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY ACTS, ERRORS OR OMISSIONS OF A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY A/E, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS IN THE CONSTRUCTION DOCUMENTS OR IN THE ADMINISTRATION OF THIS AGREEMENT BY A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY A/E, AND/OR INADEQUATE SERVICES PURSUANT TO THE CONSTRUCTION PHASE-ADMINISTRATION OF THE CONSTRUCTION CONTRACT AS DEFINED AND REQUIRED BY THIS AGREEMENT, AGREEMENT EXHIBITS AND THE CONSTRUCTION CONTRACT DOCUMENTS, THEN COUNTY SHALL HAVE THE RIGHT TO JOIN A/E AT COUNTY'S COST. A/E SHALL ALSO HOLD COUNTY HARMLESS AND INDEMNIFY COUNTY TO THE EXTENT THAT A/E, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE A/E, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
PROFESSIONAL'S RESPONSIBILITIES

A/E shall be responsible for the accuracy of its Professional Services and shall promptly make necessary revisions or corrections to its Work Product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine A/E's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of **Article 31**. A/E shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
PROFESSIONAL'S SEAL

The responsible planner, landscape architect, architect and engineer shall sign, seal, and date all appropriate submissions to County in accordance with Texas laws and the rules of the State Boards of Registration for Professionals.

ARTICLE 25
INSURANCE

A/E shall comply with the following insurance requirements, at all times, during this Agreement:

25.1 Coverage Limits.

A/E, at A/E's sole cost, shall purchase and maintain, during the entire term while this Agreement is in effect, the following insurance:

25.1.1
Worker's Compensation in accordance with statutory requirements.

25.1.2
Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of **$1,000,000** per occurrence and **$2,000,000** in the aggregate.

25.1.3
Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of **$500,000** per occurrence and **$1,000,000** in the aggregate.

25.1.4
Professional Liability Errors and Omissions Insurance in the amount of **$1,000,000** per claim.

25.2 Additional Insureds; Waiver of Subrogation.

County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary; and, any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

25.3 Premiums and Deductible.

A/E shall be responsible for payment of premiums for all insurance coverages required under this **Article 25**. A/E further agrees that for each claim, suit, or action made against insurance provided hereunder, with respect to all matters for which A/E is responsible hereunder, A/E shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over **$50,000** in A/E's insurance must be declared and approved in writing by County in advance.

25.4 Commencement of Work.

A/E shall not commence any work under this Agreement until it has obtained all required insurance and such insurance has been approved by County. As further set out below, A/E shall not allow any subcontractor/ subconsultant(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained and approved; and, such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of A/E hereunder.

25.5 Insurance Company Rating.

Required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A-rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

25.6 Certification of Coverage.

A/E shall furnish County with a certification of coverage issued by the insurer. A/E shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requirements set forth hereunder, A/E shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

25.7 No Arbitration.

It is the intention of County and agreed to and hereby acknowledged by A/E, that no provision of this Agreement shall be construed to require County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Agreement.

25.8 Subcontractor/ Subconsultant's Insurance.

Without limiting any of the other obligations or liabilities of A/E, A/E shall require each subcontractor/ subconsultant performing work under this Agreement (to the extent a subcontractor/ subconsultant is allowed by County) to maintain during the term of this Agreement, at the subcontractor/ subconsultant's own expense, the same stipulated minimum insurance required in this **Article 25** above, including the required provisions and additional policy conditions as shown below in this **Article 25**.

A/E shall obtain and monitor the certificates of insurance from each subcontractor/ subconsultant in order to assure compliance with the insurance requirements. A/E must retain the certificates of insurance for the duration of this Agreement and shall have the responsibility of enforcing these insurance requirements among its subcontractor/ subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

25.9 Insurance Policy Endorsements.

Each insurance policy shall include the following conditions by endorsement to the policy:

25.9.1

County shall be notified **thirty (30) days** prior to the expiration, cancellation, nonrenewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

Williamson County Purchasing
100 Wilco Way
Suite P101
Georgetown, Texas 78626

25.10.1
The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

25.10 Cost of Insurance.

The cost of all insurance required herein to be secured and maintained by A/E shall be borne solely by A/E, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such certificates of insurance are evidenced as **Exhibit F**.

ARTICLE 26
SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. A/E may not assign, sublet, or transfer any interest in this Agreement, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 27
SEVERABILITY

In the event 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, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 28
PRIOR AGREEMENTS SUPERSEDED

This Agreement constitutes the sole agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter defined herein. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 29
A/E'S ACCOUNTING RECORDS

A/E agrees to maintain, for a period of **three (3) years** after final payment under this Agreement, detailed records, books, documents, and papers which are directly pertinent to the services to be performed under this Agreement and records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for the purposes of making audits, examinations, excerpts and transcriptions. A/E agrees that County or its duly authorized representatives shall, until the expiration of **three (3) years** after final payment under this Agreement, have access to and the right to examine and photocopy any and all detailed records, books, documents, and papers which are directly pertinent to the services to be performed under this Agreement and records of reimbursable costs and expenses of other

providers for the purposes of making audits, examinations, excerpts, and transcriptions. A/E further agrees that County shall have access during normal working hours to all necessary A/E facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this **Article 29**. County shall give A/E reasonable advance notice of intended audits.

ARTICLE 30
GENERAL PROVISIONS

30.1 Time is of the Essence.
A/E understands and agrees that time is of the essence and that any failure of A/E to complete the Basic Services within the agreed Production Schedule set out in **Exhibit C** may constitute a material breach of this Agreement. A/E shall be fully responsible for its delays or for failures to use its reasonable efforts in accordance with the terms of this Agreement and A/E's standard of performance as defined herein. Where damage is caused to County due to A/E's negligent failure to perform, County may accordingly withhold, to the extent of such damage, A/E's payments hereunder without waiver of any of County's additional legal rights or remedies.

30.2 Force Majeure.
Neither County nor A/E shall be deemed in violation of this Agreement if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

30.3 Enforcement and Venue.
This Agreement shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

30.4 Standard of Performance.
The standard of care for all professional planning, landscape architecture, architecture, engineering, consulting and related services performed or furnished by A/E and its employees under this Agreement will be the care and skill ordinarily used by members of A/E's profession, practicing under the same or similar circumstances at the same time and in the same locality.

30.5 Opinion of Probable Cost.
Any opinions of probable Project cost or probable construction cost provided by A/E are made on the basis of information available to A/E and on the basis of A/E's experience and qualifications and represents its judgment as an experienced and qualified professional. However, since A/E has no control over the cost of labor, materials, equipment, or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, A/E does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost A/E prepares.

30.6 Opinions and Determinations.
Where the terms of this Agreement provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

30.7 Reports of Accidents.

Within **twenty-four (24) hours** after A/E 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 A/E), whether or not it results from, or involves, any action or failure to act by A/E or any employee or agent of A/E and which arises in any manner from the performance of this Agreement, A/E shall send a written report of such accident or other event to County, setting forth a full and concise statement of the facts pertaining thereto. A/E shall also immediately send to County a copy of any summons, subpoena, notice, or other documents served upon A/E, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from A/E's performance of work under this Agreement.

30.8 Gender, Number, and Headings.

Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

30.9 Construction.

Each party hereto acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

30.10 Independent Contractor Relationship.

Both parties hereto, 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.

30.11 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 County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter, to any extent whatsoever, the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

30.12 Texas Public Information Act.

To the extent, if any, that any provision in this Agreement is in conflict with **Texas Government 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 County, 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 items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

30.13 Governing Terms and Conditions.

If there is an irreconcilable conflict between the terms and conditions set forth in this Agreement or any Supplemental Agreement and the terms and conditions set forth in any Exhibit, Appendix to this Agreement, the terms and conditions set forth in this Agreement or any Supplemental Agreement shall control over the terms and conditions set forth in any Exhibit, Appendix to this Agreement.

30.14 Appropriation of Funds by County.

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. A/E understands and agrees that County's payment of amounts under this Agreement is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement. It is further understood and agreed by A/E that County shall have the right to terminate this Agreement 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 affect such termination by giving written notice of termination to A/E.

ARTICLE 31
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and A/E shall work together in good faith to resolve any controversy, dispute, or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within **thirty (30) days** following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Agreement shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation, if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of this Agreement.

ARTICLE 32
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.

ARTICLE 33
MERGER

The Parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

ARTICLE 34
PUBLIC CONTACT

Contact with the news media, citizens of Williamson County or governmental agencies shall be the responsibility of County. Under no circumstances shall A/E release any material or information developed in the performance of its services hereunder without the express written permission of County.

ARTICLE 35
A/E's REPRESENTATIONS

A/E represents that it is financially solvent, able to pay its debts as they become due, and possesses sufficient working capital to complete the services and perform its obligation under this Agreement and under the Contract Documents. A/E further represents and acknowledges that: (a) it is a sophisticated business entity that possesses the required level of experience and expertise in business administration, construction, and contract administration of projects of similar or like size, complexity, and nature as the Project and (b) the fee stated in this Agreement is adequate compensation for the timely completion of the Basic Services.

ARTICLE 36
SIGNATORY WARRANTY

The undersigned signatory for A/E hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Agreement and that he/she has full and complete authority to enter into this Agreement on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Agreement.

IN WITNESS WHEREOF, County has caused this Agreement to be signed in its name by its duly authorized County Judge, or presiding officer of the Williamson County Commissioners Court in the absence of the County Judge, thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS

AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

A/E:
Kasberg, Patrick & Associates, LP,
Acting by and through its General Partner,
Kasberg, Patrick & Associates GP, LLC

By: _____
Signature

Alvin R Sutton III
Printed Name

Principal
Title

Date Signed: October 29, 2024

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

EXHIBIT A

SCOPE OF BASIC SERVICES

THE FOLLOWING SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE AGREEMENT. TO THE EXTENT THIS SCOPE OF SERVICES IS INCONSISTENT WITH THE AGREEMENT, THE AGREEMENT WILL SUPERSEDE THE SCOPE OF SERVICES AND WILL BE CONTROLLING.

In consideration of the Basic Fee provided in the Agreement, A/E shall perform the following Basic Services, based on standard planning, landscape architectural, architectural, and engineering practices:

These services may include, but are not limited to as-built drawings, programming, architectural, structural, civil, mechanical, plumbing, electrical, hazardous materials, IT and security, landscape and irrigation, cost estimates and construction administration, master planning, facility condition assessment, forensic investigations, real estate evaluations, and specialized studies and analyses as agreed to by County and A/E.

GENERAL REQUIREMENTS

Design Criteria. A/E shall prepare all work in accordance with the latest version of applicable County's procedures, specifications, manuals, guidelines, standard drawings, and standard specifications. A/E shall prepare each Plans, Specifications, & Estimates (PS&E) package in a form suitable for letting through County's construction contract bidding and awarding process.

Right-of-Entry and Coordination. A/E shall notify County and secure permission to enter private property to perform any surveying, environmental, engineering or geotechnical activities needed off County property. In pursuance of County's policy with the general public, A/E shall not commit acts which would result in damages to private property, and A/E shall make every effort to comply with the wishes and address the concerns of affected private property owners. A/E shall contact each property owner prior to any entry onto the owner's property and shall request concurrence from County prior to each entry.

A/E shall notify County and coordinate with adjacent A/Es on all controls at project interfaces.

A/E shall prepare each exhibit necessary for approval by each utility, and other governmental or regulatory agency in compliance with the applicable format and guidelines required by each entity and as approved by County. A/E shall notify County in writing prior to beginning any services on any outside agency's exhibit.

Progress Reporting. A/E shall submit monthly (at a minimum) a progress status e-mail to County's Project Manager (PM) regardless of whether A/E is invoicing for that month.

A/E shall prepare and maintain a design and estimated construction schedule in a format reasonably acceptable to County during project phases prior to the Construction Administration Phase. A/E shall schedule milestone submittals per **Exhibit C – Production Schedule**.

Contractor shall prepare and maintain a construction schedule in Gantt chart format during the project Construction Administration Phase through the Close-out Phase.

Within **thirty (30) days** of completion of construction of the project, A/E shall deliver all electronic files in formats reasonably acceptable to County.

Final payment is contingent upon County's receipt and confirmation by County's PM that the electronic files function and are formatted in accordance with the Agreement and all review comments are addressed.

A/E shall prepare a letter of transmittal to accompany each document submittal to County. At a minimum, the letter of transmittal must include County's project name, Agreement and Work Authorization numbers, as well as facility name and address.

Coordination. A/E shall coordinate issues through County's PM. County will communicate, in writing, the resolution of issues and provide A/E direction through County's PM.

Level of Effort. A/E shall base the level of effort at each phase on the prior work developed in earlier phases without unnecessary repetition or re-study.

Quality Assurance (QA) and Quality Control (QC). A/E shall provide peer review at all levels. For each deliverable, A/E shall maintain evidence of A/E's internal review and mark-up of that deliverable as preparation for submittal. When internal mark-ups are requested by County in advance, County, at its sole discretion, may reject the deliverable should A/E fail to provide the evidence of internal mark-ups. A/E shall clearly label each document submitted for QA as an internal mark-up document.

A/E shall perform QA and QC on all consultant products (when applicable to the project) prior to delivery to County. If, during the course of reviewing a submittal, it becomes apparent to County that the submittal contains unreasonable errors, omissions, or inconsistencies, County may cease its review and immediately return the submittal for appropriate action by A/E.

A submittal returned to A/E for this reason is not a submittal for purposes of the submission schedule. Rejected submittals shall neither impact the overall deadline of the Project nor the review period allotted to County officials. A/E shall provide an updated schedule showing interim submission date changes to make-up for any lost time. A/E shall not submit an invoice until County accepts the submittal as reasonably complete.

Organization of Plan Sheets. The PS&E package shall be complete and organized in a manner that is suitable for the bidding and awarding of a construction contract.

Naming of Electronic Project Files and Organization of Design Project Folders. A/E shall use succinct and understandable file names including project name, document content, and date created (i.e. "*Project_DOCUMENT_yyyy.mm.dd*"). A/E shall maintain files in an organized folder structure that is readily understandable to outside users to facilitate communication and minimize complications in project close-out.

Referenced Documents. County standardized design and procedure documents are provided for public reference at the following web address:

https://www.wilcotx.gov/376/Facilities-Management

SCOPE OF WORK:

Lake Creek Trail
Parks Department
P#655

DRONE SURVEYING -

a) Surveys for Design.

i) Surveys will be performed along the project routes at each location utilizing a DJI Matrice 300 RTK Drone with DJI Zenmuse P1 Camera.

ii) Data collection shall consist of drone surveying all elements of the project to complete the design requirements. Elements shall include existing elevations, roadways, trails, sidewalk existing parking areas, etc.

PROJECT MANAGEMENT -

a) A/E shall coordinate, conduct, and document a Project Kickoff Meeting with County Staff.

b) A/E shall coordinate, attend, and conduct 60%, and 100% Project Submittal Review Meetings with County Staff. A/E shall review the submittal package with County Staff and provide written questions and or comments that may arise during the design process and review those with County Staff and provide recommendations, if required.

c) A/E shall provide Contract Management and Coordination. This shall include developing monthly invoices and progress reports, subconsultant coordination, design coordination with the County and design coordination with dry utilities.

d) A/E shall obtain and review the existing asbuilt and master plan data, provided from the County, that have a direct impact of the proposed project.

FINAL DESIGN -

a) Utilize photogrammetric and surveying and photos, existing topographic contours, and County GIS Data to develop plan sheets identifying project limits for each area. The plan sheets shall identify locations of existing elements, improvements and obstructions located within the project limits.

b) Develop plan sheets identifying the proposed sidewalk repairs and replacements needed within the project limits. The plan sheets will identify the location and limits of each repair, elevation and slope call outs, and quantity of material to be utilized for the repair.

c) Develop plan sheets identifying the proposed rip rap and sidewalk approach repairs and replacements needed within the project limits of the existing culvert crossing. The plan sheets will identify the location and limits of each repair, elevation and slope call outs, and quantity of material to be utilized for the repair.

d) Develop typical detail sections for driveway and sidewalk installation/replacement.

e) Miscellaneous Design

i) Drainage Details

ii) Concrete Details.

iii) OPCs - Prepare detailed construction OPC for 60%, & 100% plan submittals.

iv) General Notes and Specifications – Prepare project specific general notes including standard notes for Williamson County.

BIDDING PHASE SERVICES -

a) The A/E will develop the invitation to bid and deliver to County Staff for advertising the project for public bidding. The A/E will also solicit bids from past contractors to acquire as competitive a bidding process as possible.
b) The A/E will prepare for the Pre-Bid Conference, develop an agenda and sign in sheet, conduct the Pre-Bid Conference, take notes at the conference, prepare minutes and incorporate into the addenda.
c) The A/E will receive all questions from bidders, log the questions and answer in the form of an addenda.
d) The A/E will conduct the bid letting, receive all bids, tabulate the bids and certify them.
e) The A/E will research the low bidder(s) qualifications and recommend award to the County Staff.

Design services shall be conducted in phases as outlined herein. Phases may be combined to expedite design process when defined in **Exhibit C – Production Schedule**. Individual phases or groups of phases shall be authorized herein or by fully executed Supplemental Agreement.

Phase I - DATA COLLECTION, INVENTORY, AND ANALYSIS

Upon receipt of written Notice to Proceed, A/E shall accomplish the following services:

A. Conduct a project initiation meeting and obtain data.

B. Assemble existing data and information into a base map of the proposed trail corridor area and identify property ownership from current appraisal district data.

C. Conduct on-site inventory with team members and County to determine surrounding influences, site conditions, environmental and hydrologic/floodplain constraints, erosion, and access.

D. Assess all relevant data including applicable regulatory requirements, development standards, property limits, and identify opportunities and constraints.

Deliverables: Digital PDF base map with inventory and analysis

Phase II - SCHEMATIC DESIGN - 30% Program, Plans, Outline Specifications and Estimate

Upon County acceptance of previous phase, A/E shall proceed with the following services:

A. Coordinate, conduct, and document project kickoff meeting with County staff. Develop monthly progress reports, subconsultant coordination, design coordination, and design coordination with dry utilities. Review existing asbuilt and master plan data provided by the County that have a direct impact of the proposed project.

B. Perform Design Support services including: Surveys, Hydrology, Environmental, and Antiquities studies.

Phase III - DESIGN DEVELOPMENT – 60% Plans, Specifications and Estimate

Upon County acceptance of previous phase, A/E shall proceed with the following services:

A. Utilize photogrammetric and LIDAR surveying and photos, existing topographic contours, and County GIS data to develop plan sheets identifying project limits for each area. The plan sheets shall identify locations of existing elements, improvements and obstructions located within the project limits. Develop plan sheets identifying proposed sidewalk repairs and replacements needed within the project limits. The plan sheets will identify the location and limits of each repair, elevation and slope call outs, and quantity of material to be utilized for the repair. Develop plan sheets identifying the proposed rip rap and sidewalk approach repairs and replacements needed within the project limits of the existing culvert crossing. The plan sheets will identify the location and limits of each repair, elevation and slope call outs, and quantity of material to be utilized for the repair. Develop typical detail sections for driveway and sidewalk installation/replacement. Miscellaneous design: a) Drainage details; b) Concrete details; c) OPCs – prepare detailed construction OPC for 60% & 100% plan submittals. General notes and specifications – prepare project specific general notes including standard notes for the County.

B. Provide any reports required by jurisdictions having review authority.

C. Consult freely with County concerning the principal phases of the work and immediately advise County of any unusual requirements or features not apparent during execution of the Schematic Design Phase.

D. Develop plans and specifications, which indicate materials, construction methods and buildings systems. These building systems may include (but are not limited to) architectural, structural, civil, mechanical, plumbing, electrical, hazardous material remediation, landscaping and irrigation and site work.

E. Prepare a Design Development level cost estimate in a form acceptable to County.

F. Submit Plans, Specifications, and all other required documentation for Site Development Permit application for the project with the local jurisdiction having review authority. Notify County's PM of any required submittal fees to be paid by County.

G. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase IV – REGULATORY REVIEW AND PERMITTING

Upon County acceptance of previous phase, A/E shall proceed with the following services:

A. When applicable, register as the Owner's Designated Agent for correspondence with jurisdictions having review authority.

B. Participate in any Pre-submittal Meetings required by jurisdictions having review authority prior to Permit application submittal.

C. Submit Plans, Specifications, and all other required documentation for

development and construction permit applications with the jurisdiction having review authority. Notify County's PM of any required submittal fees to be paid by County.

D. Submit Construction Documents and Specifications to the Registered Accessibility Specialist (RAS) approved by County for Architectural Barriers plan review.

E. Receive and respond to permitting comments by the jurisdictions having review authority. If multiple review cycles are required, pay for any resubmittal fees required beyond initial fees paid by County.

F. Revise plans, specifications, and construction cost estimate as necessary to conform to permitting, accessibility, and budget requirements without additional charge to County.

G. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase V - CONSTRUCTION DOCUMENTS – 100% Plans, Specifications, and Estimate

Upon County acceptance of previous phase, A/E shall proceed with the following services:

A. Prepare complete plans, specifications and engineering calculations (without professional seals) setting forth in detail the work required for the architectural, structural, civil, mechanical, plumbing, electrical, landscaping and irrigation, and site work.

B. Consult freely with County concerning the principal phases of the work immediately advise County of any unusual requirements or features not apparent during execution of the Schematic Design and Design Development Phases.

C. Prepare a detailed cost estimate of the project on a form acceptable to County.

D. Prepare a construction schedule with a Gantt chart or other County approved format which lists the anticipated major activities required to complete the project.

E. Complete the PS&E for the entire Project and its component parts. The Project detailed cost estimate shall not exceed the project construction budget as approved in writing by County.

F. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase VI – CONSTRUCTION CONTRACT BIDDING, AWARD, AND EXECUTION

Upon County acceptance of previous phase, A/E shall proceed with the following services:

A. Participate in a Pre-bid Meeting, answer RFI's from Contractors and suppliers, and prepare addenda items as required.

B. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase VII - CONSTRUCTION ADMINISTRATION - Project Observation and Reviews:

Upon County acceptance of previous phase, A/E shall perform the following services:

A. Provide general administration and be County's representative during the construction of the project. Advise, consult, and issue County's instructions to Contractor in writing with copies furnished to all parties. Prepare change orders and supplementary drawings.

B. Review and submit copies of each shop drawing and submittal of materials and equipment to County.

C. Conduct site visits with personnel technically qualified by education and experience to competently observe relevant aspects of construction. Make necessary observations to determine if workmanship and quality of materials generally conform to the plans and specifications, and that provisions of the contract are complied with.

D. Reject work performed by Contractor which does not meet the requirements of the Construction Documents; and, order removal and replacement of such work.

E. Review progress estimates of work performed and invoiced by Contractor. Within one (1) week of receipt, submit written reviews to County.

F. Coordinate Texas Accessibility Standards (TAS) Inspection to be concurrent with Substantial Completion Inspection.

G. Accompany County on Substantial Completion walk-through with appropriate staff and affiliates. Prepare a punch list of items needing correction. After Contractor has performed the required corrections, notify County in writing that the contract has been performed in general conformance with the plans and specifications and is ready for Final Inspection.

H. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase VIII – PROJECT CLOSE-OUT – Final Inspection and Document Review:

Upon County acceptance of previous phase, A/E shall perform the following services:

A. Accompany County on Final Inspection to determine if construction has been completed in general accordance with the Contract Documents.

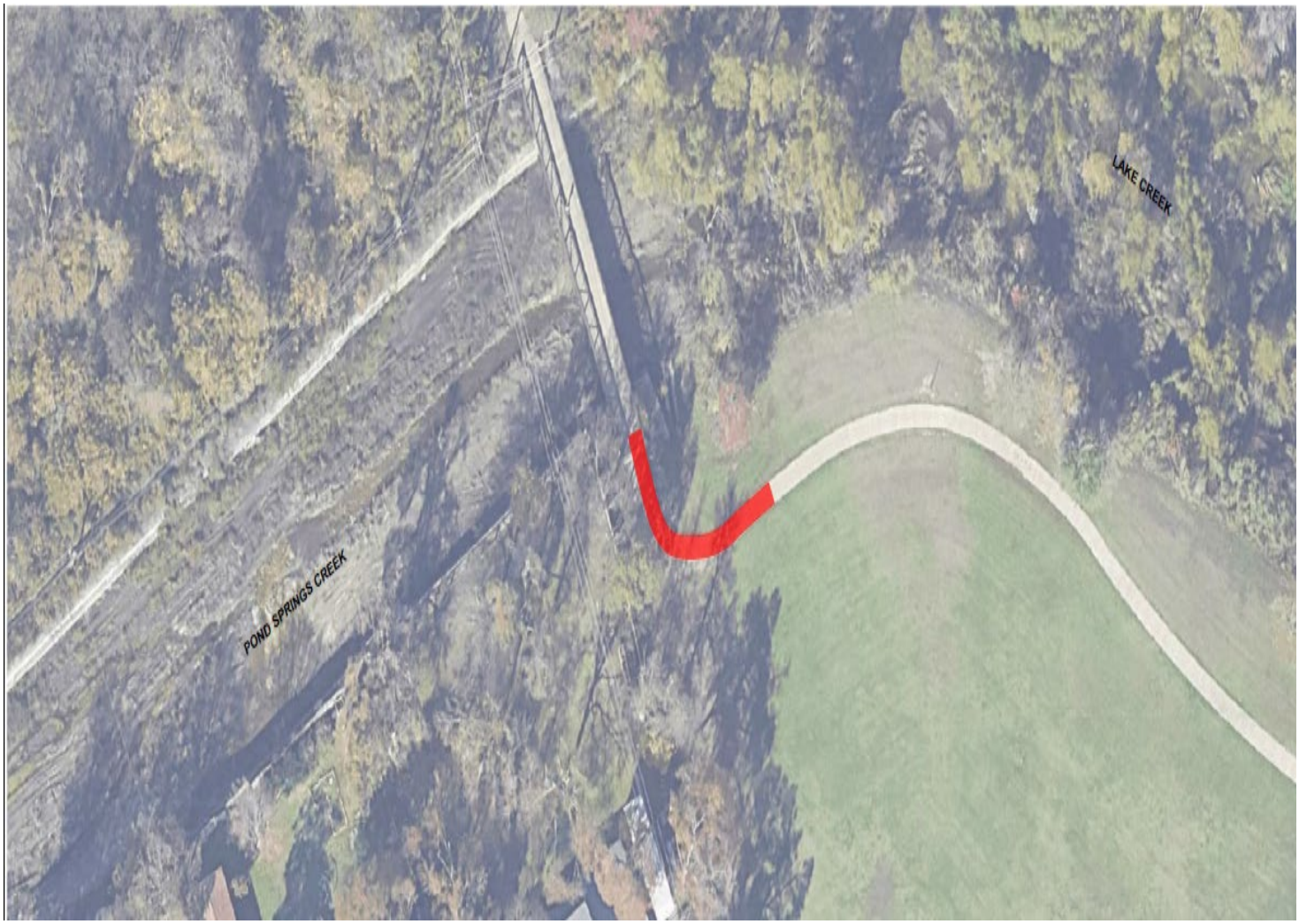
B. Review warranties, guarantees, bonds, equipment operating instructions, and similar deliverables to verify receipt, and general conformance to requirements of the Contract.

C. After determining that the general requirements of the Plans and Specifications have been met, certify and approve Contractor's Final Application for Payment.

D. Upon completion of construction and prior to the request for final payment, make changes in the original REVIT or model CAD files of the Project to show changes made and noted by Contractor of the work and final location of the mechanical

service lines and outlets including outside utilities. Develop project Record Construction Drawings and Specifications.

E. Provide deliverables in accordance with County's Design Submittal Guidelines.



Lake Creek Trail ADA Improvements

Lake Creek Trail Rip-Rap Abutment Repair

EXHIBIT B

FEE SCHEDULE

This schedule indicates fees by Phase of the Basic Fee:		**$**	**28,225**	100%
90%	**KPA Engineers**	**$**	**25,475**	
10%	**Lidar Survey Processing - Aerotas (AER)**	**$**	**2,750**	

Phase I - DATA COLLECTION, INVENTORY, AND ANALYSIS	**$**	**5,250**	19%
KPA Engineers	$	2,500	
Lidar Survey Processing - Aerotas (AER)	$	2,750	
Phase II - SCHEMATIC DESIGN (30%)	**$**	**2,800**	10%
KPA Engineers	$	2,800	
Lidar Survey Processing - Aerotas (AER)	$	-	
Phase III - DESIGN DEVELOPMENT (60%)	**$**	**3,250**	12%
KPA Engineers	$	3,250	
Lidar Survey Processing - Aerotas (AER)	$	-	
Phase IV - REGULATORY REVIEW AND PERMITTING	**$**	**2,250**	8%
KPA Engineers	$	2,250	
Lidar Survey Processing - Aerotas (AER)	$	-	
Phase V - CONSTRUCTION DOCUMENTS (100%)	**$**	**5,200**	18%
KPA Engineers	$	5,200	
Lidar Survey Processing - Aerotas (AER)	$	-	
Phase VI - BIDDING, AWARD, AND EXECUTION	**$**	**4,725**	17%
KPA Engineers	$	4,725	

Lidar Survey Processing - Aerotas (AER)	$	-	
Phase VII - CONSTRUCTION ADMINISTRATION	**$**	**3,500**	12%
KPA Engineers	$	3,500	
Lidar Survey Processing - Aerotas (AER)	$	-	
Phase VIII - PROJECT CLOSE-OUT	**$**	**1,250**	4%
KPA Engineers	$	1,250	
Lidar Survey Processing - Aerotas (AER)	$	-	

EXHIBIT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Agreement within **Four Hundred Sixty-Four (464) calendar days** from the date of this Agreement.

The above time limits may, for good cause, be extended, in writing, by County as the Project proceeds.

The schedule below indicates various project milestones and target dates. Standard end-of-phase review periods for County shall be (21) calendar days.

Agreement Execution Date	**11/19/24**

Phase I - DATA COLLECTION, INVENTORY, AND ANALYSIS

Notice to Proceed	11/21/24
Base Map, Inventory, and Analysis deliverables	12/06/24
County written authorization to proceed to next phase	12/16/24

Phase II - SCHEMATIC DESIGN

30% Plans, Specifications and Estimate deliverables	12/27/24
County written authorization to proceed to next phase	01/06/25

Phase III - DESIGN DEVELOPMENT

60% Plans, Specifications and Estimate deliverables	02/05/25
County written authorization to proceed to next phase	02/14/25

Phase IV - REGULATORY REVIEW AND PERMITTING

Sealed Plans and Specifications and Estimate deliverables to County	02/21/25
Plans submittal to TDLR and Permit application submittal to City	02/28/25
Site Development and Construction Permits received from City	03/28/25

Phase V - CONSTRUCTION DOCUMENTS

Complete Plans, Specifications and Estimate deliverables	04/25/25
County written authorization to proceed to next phase	05/02/25

Phase VI - BIDDING, AWARD, AND EXECUTION	
Permitted Plans and Specifications and Estimate deliverables to County	05/09/25
County advertises project for Bid	05/23/25
Contract Award	06/20/25
Phase VII - CONSTRUCTION ADMINISTRATION	
Contractor Notice to Proceed	06/26/25
Construction Substantial Completion	01/12/26
Phase VIII - PROJECT CLOSE-OUT	
Record Documents deliverables	01/30/26
All services shall be complete on, or before:	**02/26/26**

EXHIBIT D

Williamson County
Vendor Reimbursement Policy

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

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

1. Invoices and Affidavits

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

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

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

2. Travel Reimbursement

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

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

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

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

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

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

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

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

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

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

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

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

3. Meals

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

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

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

3.4 County will not reimburse for alcoholic beverages.

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

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

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

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

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

5. Airfare

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

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

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

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

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

6. Car Rental

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

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

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

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

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

6.6 Insurance purchased when renting vehicle may also be reimbursed.

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

7. Personal Car Usage

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

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

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)
7.2.1.5 Correspondence that verifies business purpose of the expense

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

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

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

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

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

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

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

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

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

8. Other Expenses

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

9. Repayment of Non-reimbursable Expense.

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

10. Non-Reimbursable Expenses

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

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants

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

EXHIBIT E

DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

1. I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that A/E and its principals:

    a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

    b. Have not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

    c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in **Paragraph 1(b)** of this certification;

    d. Have not, within a three-year period preceding this application/proposal, had one or more public transactions* terminated for cause or default; and

    e. Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Kasberg, Patrick & Associates, LP,
Acting by and through its General Partner,
Kasberg, Patrick & Associates GP, LLC

Signature of Certifying Official

Alvin R Sutton III
Printed Name of Certifying Official

Principal
Title of Certifying Official

October 29, 2024
Date

2. Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me, the undersigned authority, by Alvin R Sutton III (Signatory Name) the E. Tighe Harrison (Signatory Title) of Kasberg, Patrick & Associates, LP (Entity Name) on behalf of said firm.

E.TIGHE HARRISON
Notary Public, State of Texas
Comm. Expires 09-19-2027
Notary ID 134563729

E.T. Harrison
Notary Public in and for the
State of Texas

My commission expires: 09/19/2027

WILLIAMSON COUNTY FACILITIES MINIMUM DESIGN SPECIFICATIONS

DIVISION	ITEM	DESCRIPTION
ACCESS CONTROL		
	CARD READERS	Where card readers are installed, use multi-class card readers which are compatible with Wilco's software/hardware.
	DOOR HARDWARE	Locksets should be heavy duty cylindrical style with figure-8 style IC core and a 7 pin combination configuration.
		Lockset/Handle Finishes should be brushed stainless (brushed nickel)
		No Piano Hinges on Doors
		Key boxes & specefic key box for elevator(s)
ELECTRICAL		
	WIRING	All electrical wire to be installed in hard pipe conduit, except for fixture whips, which should have a maximum length of 6'.
		All feeders and branch circuits shall be installed in EMT, IC, or Rigid conduit unless specifically noted in these specifications.
		No MC cable will be used unless specifically approved.
	FIXTURES	LED fixtures or equivalent energy use.
		all fixtures installed in acoustical ceilings shall have a minimum of two independent support hangers tied to structure.
	LIGHTING MOUNTS	No Tapcon masonry mounts since the fixtures are likely to pull-out of masonry walls
	LIGHTING CONTROLS	Acuity - Schedule lighting scene programming 30-days after Occupant move-in.
	EXTERIOR LIGHTING	No photocells - Lighting should be run off a separate ZN card and automated logic controlled with updated graphics
		Light poles anywhere near vehicle areas must be set on concrete base 36-in high to prevent vehicle damage.
	AS-BUILT PLANS	Must include conduit pathways and sizes, j-box locations and sizes, and circuitry
		Label ceiling grid for concealed electrical disconnects
FIRE PROTECTION		
	FIRE ALARM	Existing Buildings with Simplex - use Simplex products
		New Buildings or Exist Buildings without Simplex - use Silent Night (non propietary E.g. Farenhyt)
		CO detectors, if required, shall be located in the interior of the building, in the occupied space being monitored. No CO duct detectors allowed.
		Building that are being expanded (added onto), shall expand on the existing system using only system compatible equipment by manufucturer.
		Wireless dialer will be used for notification to monitoring company - No POTS lines and will be set up with JCI monitoring.
		Supply facilities fire systems specialist with fire panel program and all passcode levels.
		Fire Alarm panel/room must have internet connectivity
	PLANS	Update whole building plans (digital) and coordinate update of fire panel info and device labeling
	SPRINKLER	All saddle tap connections require the removed tab to be hung beneath the tap created. Hanging with wire is acceptable.
GENERAL		
	ADA	Meets all current ADA Standards.
	CODE COMPLIANCE	Meets Wilco Adoped Codes
	TRAINING	Provide training for specialty systems/items
INTERIORS		
	SOUND BATTS	Install sound batting at office and meeting room walls and ceilings regardless of the quantity or type of building envelope insulation or deck insulation.
	CEILINGS	Sound deadening Accoustical Tile, not light weight foam type.
		Label ceiling grid for concealed equipment locations including all electrical disconnects, water valves, HVAC equipment etc.
	RESTROOM PARTITIONS	No laminate surfaces allowed
	RESTROOM MIRRORS	Frameless type. DO NOT butt to counter or backsplash below.
IT		
	DHCP COMPLAINT	Dynamic Host Client Protocol compliant controllers for all devices connected to Wilco IT systems
LANDSCAPING		
	PLANT SELECTION	Use only low water native and adaptive plants. Small turf areas. Overdesign for pedestrian traffic.
	IRRIGATION	Irrigated areas should be kept to a minimum and overall irrigation should be kept to a minimum.

	IRRIGATION CONTROLS	Irrigation that is installed should have controls that are compatible with Wilco's existing automated control and monitoring software/hardware
	DESIGN	Concrete walk around building perimeter. No grass at edge of building. No small turf islands, use mulching materials instead.
		No shade trees to interfere with signage, lighting or utilities.
MAINTENANCE		
	FACILITIES CLOSET	All buildings should include a maintenance closet with storage space for such items as touch-up paint, spare lamps, spare ceiling tile,
		spare carpet tiles, ladders, etc.
	JANITORIAL CLOSET	All buildings should include a mop sink closet with storage space for cleaning supplies on shelving and space for rolling carts/mop buckets.
	RESTROOM ACCESSORIES	Automatic hand dryers at restrooms.
		Double roll S.S. toilet paper dispensers, multi-fold towel dispensers, hand dryers provided by Wilco contract provider
MECHANICAL		
	FILTER	2" filter racks at any air handler filter location.
		Advanced photo-catalytic oxidation type filtration.
	MAINTENANCE ACCESS	Place all units to allow for ground level maintenance and filter changes. If above ceiling installation is necessary, then install access doors.
		Avoid the necessity of ceiling tile removal to do maintenance. Use items such as catwalks if necessary for ease of maintenance.
	DUCT	All duct should be hard metal duct with exterior insulation, except for register drops can be flex if necessary.
	LOW AMBIENT	Install low ambient kits on all DX, RTU's, etc. to allow for humidity control in cold weather conditions.
	CONTROLS	Controls should be compatible with Wilco's existing automated controls software/hardware.
		Update automated logic graphics and zones (including floor plan graphics)
		Exhaust fans need CT's and automated logic graphic
		Mini splits need bacnet capability or ZN card and automated logic graphic
		(see exterior lighting) No HVAC controls on lighting ZN cards
	C.O. DUCT DETECTOR	Should not be powered by RTU. This allows maintenance to shutdown HVAC without setting off fire alarm.
	SOUND ISSUES	All open-air (open-plenum) areas should be designed with effective sound deadening boots at all return air grills entering office or meeting type space
	LABELING	Label ceiling grid for concealed HVAC equipment.
PAINTING		
	PREP	
	PRIME	
	APPLICATION	
	INTERIOR WALLS	Use only wilco standard colors and materials, DO NOT color-match
PLUMBING		
	LAYOUT	No pluming walls for restrooms on exterior envelope of buildings
	FIXTURES	Automatic (touch-less): toilets, lavatory fixtures.
		Provide plumbing for in-line filtration at all ice-maker locations
	TRAP PRIMERS	Use threaded connection supply-off of inverted "Y" on lavatory tailpipe
	HOSE BIBS	Specify only freeze-proof hose bibs & inimize
		No exterior hosebibs built into building exterior. Use only in-ground quick-connect
	ICE MACHINES	Locate multi-stage/ multi -cartridge commercial filter for easy maintenance access at each ice machine
	LABELING	Label ceiling grid for concealed equipment locations of water valves
ROOFS		
	ACCESS	If equipment is installed on roof, access should include at a minimum, a roof hatch for access, preferably with a permanently installed access ladder
	EQUIPMENT LIFTS	Provide cranes in accessible locations to lift repair equipment where rooftop equipment is installed (meet OSHA & ANSI standards)
	WALKWAY MATS	Fully-adhered walkway mats from roof access points to mechanical maintnenance access location for roof top units.
	SOLAR	Design roof structure with the capacity to support future solar panel installation.
STRUCTURAL		

	ENVELOPE	Building envelope should be weather tight.
	STUDS	All stud walls should be a minimum 20 GA material unless AE suggests otherwise

WAREHOUSE / GARAGE / SHOPS		
	ORIENTATION	Building orientation should be such that the overhead doors face North and South to allow for prevailing wind ventilation and/or install large exhaust fans for mechanical ventilation.
	SAFETY/HEALTH	Hand wash sink, eyewash stations, water fountain, ice machine floor drain.

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:
2024-1231897

Date Filed:
10/28/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Kasberg, Patrick & Associates, LP
Temple, 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.
P655
Lake Creek Trail Drainage & Ada Improvements

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Kasberg, PE, Rick N.	Temple, TX United States	X	
Patrick, PE, CFM, R. David	Temple, TX United States	X	
Sutton, III, PE, CFM, Alvin R.	Georgetown, TX United States	X	
Valle, PE, Thomas D.	Temple, TX United States	X	
Tolbert, PE, Ginger R.	Temple, TX United States	X	
Simcik, PE, CFM, John A.	Temple, TX United States	X	
Crow, PLA, CNUa, Travis A.	Georgetown, TX United States	X	
Bintz, CPA, CCIFP, Camryn R.	Temple, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Alvin R. Sutton, III, and my date of birth is [redacted].

My address is [redacted] (street), [redacted] (city), TX (state), 78626 (zip code), USA (country).

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

Executed in Williamson County, State of Texas, on the 28 day of October (month), 2024 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1231897

Date Filed:
10/28/2024

Date Acknowledged:
10/31/2024

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

Kasberg, Patrick & Associates, LP
Temple, 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.

P655
Lake Creek Trail Drainage & Ada Improvements

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Kasberg, PE, Rick N.	Temple, TX United States	X	
Patrick, PE, CFM, R. David	Temple, TX United States	X	
Sutton, III, PE, CFM, Alvin R.	Georgetown, TX United States	X	
Valle, PE, Thomas D.	Temple, TX United States	X	
Tolbert, PE, Ginger R.	Temple, TX United States	X	
Simcik, PE, CFM, John A.	Temple, TX United States	X	
Crow, PLA, CNUa, Travis A.	Georgetown, TX United States	X	
Bintz, CPA, CCIFP, Camryn R.	Temple, 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 **24.**

Meeting Date: 11/19/2024

Award of RFSQ #24RFSQ53 for Planning Design and Engineering Services for Brushy Creek Regional Trail Drainage Correction to Kasberg, Patrick & Associates, LP for Parks/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 awarding RFSQ #24RFSQ53 to Kasberg, Patrick & Associates, LP, for Brushy Creek Regional Trail Drainage Correction, in the amount of Forty-Eight Thousand, Eight Hundred Dollars ($48,800.00) and authorize execution of the agreement. The funding source is P649

Background

Kasberg, Patrick & Associates, LP is recommended for award through RFSQ #24RFSQ53 which established a prequalified consultant pool to be contracted on an as-needed basis, on 06.18.24 agenda item no.16. Kasberg, Patrick & Associates, LP, is being recommended for this project following a project specific evaluation of the firms from the 24RFSQ53 pool where Kasberg, Patrick & Associates, LP received the highest score for this project. This Agreement for Brushy Creek Regional Trail Drainage Correction between Williamson County and Kasberg, Patrick & Associates, LP, is for the Brushy Creek Regional Trail. Contract Audit and General Counsel reviewed. A detailed Scope of Work is attached. Funding Source is P649, and the point of contact is Christy Matoska.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

PSA KPA LP

Form 1295 Kasberg, Patrick and Associates, LP Complete

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	11/13/2024 02:55 PM
County Judge Exec Asst.	Becky Pruitt	11/13/2024 03:15 PM
Form Started By: Johnny Grimaldo		Started On: 10/31/2024 08:31 AM
Final Approval Date: 11/13/2024		

AGREEMENT FOR PLANNING, DESIGN & ENGINEERING SERVICES

PROJECT: **Brushy Creek Regional Trail – Drainage Correction** ("Project")

PLANNER/ LANDSCAPE ARCHITECT/ ARCHITECT/ ENGINEER: **Kasberg, Patrick & Associates, LP**("A/E")
Alvin R. (Trae) Sutton III, P.E., CFM, Principal
800 South Austin Avenue
Georgetown, TX 78626

COUNTY'S DESIGNATED REPRESENTATIVE: **Williamson County Parks Department**
Director of Parks
219 Perry Mayfield
Leander, Texas 78641

THIS AGREEMENT FOR PLANNING, DESIGN AND ENGINEERING SERVICES ("Agreement") 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, Texas** a political subdivision of the State of Texas ("County") and A/E.

R E C I T A L S

WHEREAS, **V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A** entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional planners, landscape architects, architects and engineers; and

WHEREAS, County intends to **have A/E design services for the Brushy Creek Regional Trail – Drainage Correction near Champion Park**; and

WHEREAS, County desires that A/E perform certain professional services in connection with the Project; and

WHEREAS, A/E represents that it is qualified and desires to perform such services;

NOW, THEREFORE, County and A/E, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

ARTICLE 1
SCOPE OF AGREEMENT

A/E agrees to perform professional services in connection with the Project as stated herein, and for having rendered such services, County agrees to pay to A/E compensation as stated in the articles to follow.

ARTICLE 2
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

2.1 Contract Documents.
Contract Documents consist of this Agreement, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Agreement), and all fully executed Supplemental Agreements which are subsequently issued. These form the entire Agreement, and all are as fully a part of this Agreement as if attached to this Agreement or repeated herein.

2.2 Existing Information.
County shall provide A/E with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular Project at no cost to A/E; however, any and all such information shall remain the property of County and shall be returned, if County so instructs A/E.

2.3 Project Documents.
In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

2.3.1
2012 Edition of the Texas Accessibility Standards (TAS) regarding the Elimination of Architectural Barriers Program, including latest revisions (*see* 16 Tex. Admin. Code § 68.100; *see also* Tex. Gov't Code, Ch. 469).

2.3.2
Americans with Disabilities Act (ADA)

2.3.3
Williamson County Facilities Building Code Adoption List, 2020 edition as updated

2.3.4
Williamson County Consultant Design Submittal Guidelines, 2020 edition as updated

ARTICLE 3
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

3.1 Non-collusion.
A/E warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for A/E, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or subconsultant any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this

Agreement. For breach or violation of this warranty, County reserves and shall have the right to annul this Agreement without liability or, in its discretion and at its sole election, to deduct from the Agreement price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

3.2 Debarment Certification.
A/E must sign the Debarment Certification enclosed herewith as **Exhibit E**.

3.3 Financial Interest Prohibited.
A/E covenants and represents that A/E, its officers, employees, agents, consultants, and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials, or equipment that will be recommended or required for the construction of the Project.

ARTICLE 4
CHARACTER AND SCOPE OF SERVICES

4.1
In consideration of the compensation herein provided, A/E shall perform professional planning, design and engineering services for the Project, which are acceptable to County, based on standard planning, landscape architecture, architectural and engineering practices and the scope of work described on the Exhibits attached to this Agreement. A/E shall also serve as County's professional planner, landscape architect, architect and engineer in those phases of the Project to which this Agreement applies and will consult with and give advice to County during the performance of A/E's services.

4.2
A/E shall perform the following Basic Scope of Services (sometimes referred to herein as the “Basic Scope of Services”, “Basic Services” or the “Scope of Services”):

4.2.1
The Basic Scope of Services shall generally consist of all elements of work, meetings, materials, and equipment required for the development of the Project in accordance with the requirements, policies, and general practices of Williamson County.

4.2.2
As part of the Basic Services, A/E shall submit its work products to County for review as requested by County.

4.2.3
The detailed Basic Services for the Project is set forth herein as **Exhibit A** to this Agreement, which is expressly incorporated and made a part hereof.

ARTICLE 5
TIME FOR PERFORMANCE

5.1 Commencement.
A/E shall not commence work until A/E has been thoroughly briefed on the scope of the Project and has been notified in writing to proceed, as evidenced by a Notice to Proceed.

5.2 Duration.
A/E agrees to complete the Basic Services within the time period set forth in **Exhibit C**. The time limits set out therein may, for good cause, be extended, in writing, by County as the Project proceeds.

ARTICLE 6
COMPENSATION AND EXPENSES

6.1 Basic Fee.
For and in consideration of the Basic Services rendered by A/E, County shall pay to A/E up to **Forty-Eight Thousand Eight Hundred Dollars ($48,800.)** hereinafter called the "Basic Fee".

The Basic Fee is based upon all estimated labor costs required in the performance of all items and phases of the Basic Services set forth in **Exhibit A**. Compensation for Basic Services will be paid by County by monthly invoices of percentage completion of fees by phase of the Basic Fee as set forth in **Exhibit B**. County will only be obligated to pay A/E for the performance of items and phases of the Basic Services actually rendered and incurred, which may be less than the above stated Basic Fee.

6.2 Expenses.
A/E shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit D**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and **must strictly comply with the Williamson County Vendor Reimbursement Policy**. The copies of the provider's invoice must evidence the actual costs billed to A/E without markup. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and must not exceed **Four Hundred Eighty-Eight Dollars ($ 488.)**.

ARTICLE 7
ADDITIONAL SERVICES AND CHARGES

For the performance of services not specifically described as Basic Services under **Article 4** above (sometimes referred to herein as "Additional Services"), County shall pay and A/E shall receive, under a negotiated, written Supplemental Agreement, Additional Services compensation based upon invoices of percentage completion.

A/E shall not, however, be compensated for work made necessary by A/E's negligent errors or omissions. In the event of any dispute over the classification of A/E's services as Basic or Additional Services under this Agreement, the decision of County shall be final and binding on A/E.

It is expressly understood and agreed that A/E shall not furnish any Additional Services without the prior written authorization of County by a negotiated Supplemental Agreement. County shall have no obligation to pay for such Additional Services which have been rendered without prior written authorization of County as hereinabove required.

ARTICLE 8
TIME OF PAYMENT; PAYMENT AND INTEREST; AND RIGHT TO AUDIT

8.1 Time of Payment.

During the performance of the services provided for in this Agreement, monthly payments shall be made based upon that portion of the services which has been completed.

On or about the last day of each calendar month during the performance of the Basic Services to be provided under this Agreement, A/E shall submit to County working documents in any stage of completion to demonstrate incremental progress of Basic Services and the compensation which is due for percentage completion of Basic Services.

On or about the last day of each calendar month during the performance of the Additional Services to be provided under **Article 7**, A/E shall submit to County working documents in any stage of completion to demonstrate incremental progress of Additional Services under an applicable Supplemental Agreement related thereto, and the compensation which is due for percentage completion of particular Additional Services.

County shall review the documentation and shall pay each statement as set forth in this **Article 8**, however, the approval or payment of any statement shall not be considered evidence of performance by A/E to the point indicated by such statement or of receipt or acceptance by County of the services covered by such statement. Final payment does not relieve A/E of the responsibility of correcting any errors or omissions resulting from A/E's negligence.

Upon submittal of the initial invoice, A/E shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

8.2 Prompt Payment Policy.

In accordance with **Chapter 2251, V.T.C.A., Texas Government Code**, payment to A/E will be made within **thirty (30) days** of the day on which the performance of services was complete, or within **thirty (30) days** of the day on which the County Auditor receives a correct invoice for services, whichever is later. A/E may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

8.2.1

There is a bona fide dispute between County and A/E concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

8.2.2

There is a bona fide dispute between A/E and a subcontractor/ subconsultant or between a subcontractor/ subconsultant and its supplier concerning supplies, materials, or

equipment delivered or the Basic Services performed which causes the payment to be late; or

8.2.3

The invoice is not submitted to Williamson County in strict accordance with instructions, if any, on the purchase order, or this Agreement or other such contractual agreement.

The County Auditor shall document to A/E the issues related to disputed invoices within **ten (10) calendar days** of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of **Texas Government Code, Chapter 2251, V.T.C.A**.

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Agreement is as follows:

Williamson County Parks Department
Attn: Director of Parks
219 Perry Mayfield
Leander, Texas 78641

County shall have the right, from time to time, to change the County's Designated Representative by giving A/E written notice thereof. With respect to any action, decision, or determination which is to be taken or made by County under this Agreement, the County's Designated Representative may take such action or make such decision or determination or shall notify A/E 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 Agreement, in which case, actions taken by County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by County's Designated Representative shall be binding on County; *provided, however,* County's Designated Representative shall not have any right to modify, amend, or terminate this Agreement or executed Supplemental Agreement. County's Designated Representative shall not have any authority to execute a Supplemental Agreement unless otherwise granted such authority by the Williamson County Commissioners Court.

A/E's Designated Representative for purposes of this Agreement is as follows:

Kasberg, Patrick & Associates, LP
Alvin R. (Trae) Sutton III, P.E., CFM, Principal
800 South Austin Ave.
Georgetown, TX 78626

A/E shall have the right, from time to time, to change A/E'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 A/E under this Agreement, A/E'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 A/E's Designated Representative on behalf of A/E shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Agreement, in which case, actions taken by A/E's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by A/E's Designated Representative shall be binding on A/E. A/E's Designated Representative shall have the right to modify, amend, and execute Supplemental Agreements on behalf of A/E.

ARTICLE 10
NOTICE

Any notice required to be given under the provisions of this Agreement 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 A/E 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 Agreement, 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 Parks Department
Attn: Director of Parks
219 Perry Mayfield
Leander, Texas 78641

and to: Office of General Counsel
Williamson County Commissioners Court
401 W. 6th Street
Georgetown, Texas 78626

A/E: Kasberg, Patrick & Associates, LP
800 South Austin Ave.
Georgetown, TX 78626

Attention: Alvin R. (Trae) Sutton III, P.E., CFM
Principal

Either party may designate a different address by giving the other party ten (10) days written notice.

ARTICLE 11
PROGRESS EVALUATION

A/E shall, from time to time during the progress of the Basic Services and, when applicable, progress of Additional Services, confer with County at County's election. A/E shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Basic Services and any applicable Additional Services. At the request of County or A/E, conferences shall be provided at A/E's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Basic Services and any applicable Additional Services. County may, from time to time, require A/E to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Basic Services or any applicable Additional Services does not satisfy the terms of this Agreement, then County shall review same with A/E to determine corrective action required.

A/E shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Basic Services and any applicable Additional Services, including but not limited to the following:

11.1
Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of this Agreement or preclude the attainment of Project Basic Services and any applicable Additional Services by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

11.2
Favorable developments or events which enable meeting goals sooner than anticipated in relation to this Agreement or any applicable Supplemental Agreement.

ARTICLE 12
CHANGES IN COMPLETED BASIC SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Basic Services or parts thereof which involve changes to the original Basic Services or character of Basic Services under this Agreement, then A/E shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Services and paid for as specified under **Article 7** and **Article 8**. A/E shall make revisions to Basic Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Basic Services.

ARTICLE 13
REVIEW PROCESS AND REVISIONS TO A/E WORK PRODUCT

13.1 Review Process.

A/E's Work Product will be reviewed by County under its applicable technical requirements and procedures, as follows:

13.1.1 Submittal.

Reports, plans, surveys, field notes, original drawings, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, data, sketches and/or schematics prepared by A/E and supporting documents (collectively referred to hereinabove and hereinafter as the "A/E Work Product(s)"), shall be submitted by A/E on or before the dates specified for completion, as set out in the Production Schedule set forth in **Exhibit C**.

13.1.2 Completion.

Reports, plans, specifications, and supporting documents shall be submitted by A/E on or before the dates specified in **Exhibit C**. Upon receipt of same, the submission shall be checked for completion. "Completion" or “Complete” shall be defined as all of the required items, as set out in **Exhibit A**, have been included in compliance with the requirements of this Agreement. The completeness of any Basic Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify A/E in writing within such thirty (30) day period if such Basic Services have been found to be incomplete. If the submission is Complete, County will notify A/E and County’s technical review process will begin.

If the submission is not Complete, County will notify A/E, who shall perform such professional services as are required to complete the Basic Services and resubmit it to County. This process shall be repeated until a submission is Complete.

13.1.3 Acceptance.

County will review the completed Basic Services in each design phase for compliance with this Agreement and general conformance with the Design Deliverable Guidelines. "Acceptance" or “Accepted” shall mean that in County’s reasonable opinion, substantial compliance with the requirements of this Agreement has been achieved.

If a lack of coordination between subconsultant documents is discovered in the A/E work product, which is not specifically called-out by A/E as a pending coordination item, the work product will be returned to A/E along with written email notification which may describe preliminary deficiencies discovered and may reference the terms of **Paragraph 13.1.3** of this Agreement. A/E shall perform any required corrections to Basic Services and resubmit to County.

Should this process need to be repeated for the same or subsequent deficiencies related to the initial deficiencies, County will issue a marked-up work product to A/E indicating specific deficiencies for correction. County will also issue a notice for A/E to deduct **One Thousand Dollars ($ 1,000)** from the A/E ‘s Basic Fee on the next invoice for each occurrence until the Basic Services are Accepted.

13.1.4 Final Approval.

After Acceptance, A/E shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by County. "Final Approval" in this sense shall mean formal recognition that the Basic Services have been fully carried out.

13.2 Revision to A/E Work Product.

A/E shall make, without expense to County, such revisions to A/E Work Product as may be required to correct negligent errors or omissions so A/E Work Product meets the needs of County, but after the approval of A/E Work Product any revisions, additions, or other modifications made at County's request which involve extra services and expenses to A/E shall entitle A/E to additional compensation for such extra services and expenses; provided, however, A/E hereby agrees to perform any necessary corrections to A/E Work Products which are found to be in negligent error or omission as a result of A/E's development of A/E Work Product, at any time, without additional compensation. If it is necessary, due to such error or omission by A/E, to revise any A/E Work Product in order to make the Project constructible, A/E shall do so without additional compensation. In the event of any dispute over the classification of A/E's Work Products as Complete, Accepted, or Approved under this Agreement, the decision of County shall be final and binding on A/E, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

13.3 Days.

All references to a "day" in this Agreement shall mean a calendar day unless otherwise specified.

13.4 County's Reliance on A/E.

A/E's duties as set forth herein shall at no time be in any way diminished by reason of any review, evaluation, or approval by County nor shall A/E be released from any liability by reason of such review, evaluation or approval by County, it being understood that County, at all times, is ultimately relying upon A/E's skill, ability, and knowledge in performing the Basic Services required hereunder.

ARTICLE 14
SUSPENSION

Should County desire to suspend the Basic Services, but not to terminate this Agreement, then such suspension may be effected by County giving A/E **thirty (30) calendar days'** verbal notification followed by written confirmation to that effect. Such **thirty (30)-day** notice may be waived in writing by agreement and signature of both parties. The Basic Services may be reinstated and resumed in full force and effect within **sixty (60) days** of receipt of written notice from County to resume the Basic Services. Such **sixty (60)-day** notice may be waived in writing by agreement and signature of both parties. If this Agreement is suspended for more than **thirty (30) days**, A/E shall have the option of terminating this Agreement and, in the event, A/E shall be compensated for all Basic Services performed and reimbursable expenses incurred, provided such Basic Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

County assumes no liability for Basic Services performed or costs incurred prior to the date authorized by County for A/E to begin Basic Services, and/or during periods when Basic Services are suspended, and/or subsequent to the completion date.

ARTICLE 15
VIOLATION OF CONTRACT TERMS/ BREACH OF CONTRACT

Violation of contract terms or breach of contract by A/E shall be grounds for termination of this Agreement, and any increased costs arising from A/E's default, breach of contract, or violation of contract terms shall be paid by A/E.

ARTICLE 16
TERMINATION

This Agreement may be terminated as set forth below.

16.1
By mutual agreement and consent, in writing, of both parties.

16.2
By County, by notice in writing to A/E, as a consequence of failure by A/E to perform the Basic Services set forth herein in a satisfactory manner.

16.3
By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

16.4
By County, for reasons of its own and not subject to the mutual consent of A/E, upon not less than **thirty (30) days** written notice to A/E.

16.5
By satisfactory completion of all Basic Services and obligations described herein.

Should County terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to A/E. In determining the value of the Basic Services performed by A/E prior to termination, County shall be the sole judge. Compensation for Basic Services at termination will be based on a percentage of the Basic Services completed at that time. Should County terminate this Agreement under **Section 16.4** above, then the amount charged during the **thirty (30)-day** notice period shall not exceed the amount charged during the preceding **thirty (30) days**.

If A/E defaults in the performance of this Agreement or if County terminates this Agreement for fault on the part of A/E, then County shall give consideration to the actual costs incurred by A/E in performing the Basic Services to the date of default, the amount of Basic Services required which was satisfactorily completed to date of default, the value of the Basic Services which are usable to County, the cost to County of employing another firm to complete the Basic Services required and the time required to do so, and other factors which affect the value to County of the Basic Services performed at the time of default.

The termination of this Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Agreement. If the

termination of this Agreement is due to the failure of A/E to fulfill its contractual obligations, then County may take over the Project and prosecute the Basic Services to completion. In such case, A/E shall be liable to County for any additional and reasonable costs incurred by County.

A/E shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by A/E in support of the Basic Services under this Agreement.

ARTICLE 17
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications, and data or programs stored electronically, (hereinafter referred to as "A/E Work Products") prepared by A/E and its subcontractors/ subconsultants are related exclusively to the services described in this Agreement and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of A/E's designs under this Agreement (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to A/E.

By execution of this Agreement and in confirmation of the fee for services to be paid under this Agreement, A/E hereby conveys, transfers, and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and Work Product developed under this Agreement. Copies may be retained by A/E. A/E shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by A/E or anyone connected with A/E, including agents, employees, Engineers or subcontractors/ subconsultants. All documents so lost or damaged shall be replaced or restored by A/E without cost to County.

Upon execution of this Agreement, A/E grants to County permission to reproduce A/E's work and documents for purposes of constructing, using, and maintaining the Project, provided that County will comply with its obligations, including prompt payment of all sums when due, under this Agreement. A/E shall obtain similar permission from A/E's subcontractors/ subconsultants consistent with this Agreement. If and upon the date A/E is adjudged in default of this Agreement, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections, or additions to the work and documents for the purposes of completing, using, and maintaining the Project.

County shall not assign, delegate, sublicense, pledge, or otherwise transfer any permission granted herein to another party without the prior written consent of A/E. However, County shall be permitted to authorize the contractor, subcontractors, and material or equipment suppliers to reproduce applicable portions of A/E Work Products appropriate to and for use in the execution of the Work. Submission or distribution of A/E Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of A/E Work Products shall be at County's sole risk and without liability to A/E and its subconsultants.

Prior to A/E providing to County any A/E Work Products in electronic form or County providing to A/E any electronic data for incorporation into A/E Work Products, County and A/E shall, by separate written agreement, set forth the specific conditions governing the format of such A/E Work Products or electronic data, including any special limitations not otherwise provided in this Agreement. Any electronic files are provided by A/E for the convenience of County and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by A/E, the hardcopy shall prevail. Only printed copies of documents conveyed by A/E shall be relied upon.

A/E shall have no liability for changes made to the drawings by other consultants subsequent to the completion of the Project. Any such change shall be sealed by A/E making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 18
PERSONNEL, EQUIPMENT, AND MATERIAL

A/E shall furnish and maintain, at its own expense, quarters for the performance of all Basic Services, and adequate and sufficient personnel and equipment to perform the Basic Services as required. All employees of A/E shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of A/E who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Basic Services shall immediately be removed from association with the Project when so instructed by County. A/E certifies that it presently has adequate qualified personnel in its employment for performance of the Basic Services required under this Agreement, or will obtain such personnel from sources other than County. A/E may not change the Project Manager without prior written consent of County.

ARTICLE 19
SUBCONTRACTING

A/E shall not assign, subcontract, or transfer any portion of the Basic Services under this Agreement without prior written approval from County. All subcontracts shall include the provisions required in this Agreement. No subcontract shall relieve A/E of any responsibilities under this Agreement.

ARTICLE 20
MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the right herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

ARTICLE 21
COMPLIANCE WITH LAWS

21.1 Compliance.
A/E shall render the services hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the planning, landscape architecture, architecture and engineering professions, and in recognition of such standards, A/E shall comply with all applicable federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement, including, without limitation, minimum/ maximum salary and wage statutes and regulations, and licensing laws and regulations. A/E shall furnish County with satisfactory proof of its compliance.

A/E shall further obtain all permits and licenses required in the performance of the Basic Services contracted for herein.

21.2 Taxes.
A/E shall pay all taxes, if any, required by law arising by virtue of the Basic Services performed hereunder. County is qualified for exemption pursuant to the provisions of **Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act**.

ARTICLE 22
INDEMNIFICATION

A/E AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY A/E, A/E'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH A/E INCLUDING, WITHOUT LIMITATION, A/E'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH A/E EXERCISES CONTROL.

A/E FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A/E'S FAILURE TO PAY A/E'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS AGREEMENT BY A/E.

A/E FURTHER AGREES TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY A/E IN THE PERFORMANCE OF THIS AGREEMENT.

THE LIMITS OF INSURANCE REQUIRED IN THIS AGREEMENT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT A/E'S OBLIGATIONS UNDER THIS **ARTICLE 22**. THE TERMS AND CONDITIONS

CONTAINED IN THIS **ARTICLE 22** SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF COUNTY OR THIRD PARTIES FOR WHOM A/E IS NOT LEGALLY LIABLE, A/E'S OBLIGATIONS SHALL BE IN PROPORTION TO A/E'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST COUNTY IN WHICH CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY ACTS, ERRORS OR OMISSIONS OF A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY A/E, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS IN THE CONSTRUCTION DOCUMENTS OR IN THE ADMINISTRATION OF THIS AGREEMENT BY A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY A/E, AND/OR INADEQUATE SERVICES PURSUANT TO THE CONSTRUCTION PHASE-ADMINISTRATION OF THE CONSTRUCTION CONTRACT AS DEFINED AND REQUIRED BY THIS AGREEMENT, AGREEMENT EXHIBITS AND THE CONSTRUCTION CONTRACT DOCUMENTS, THEN COUNTY SHALL HAVE THE RIGHT TO JOIN A/E AT COUNTY'S COST. A/E SHALL ALSO HOLD COUNTY HARMLESS AND INDEMNIFY COUNTY TO THE EXTENT THAT A/E, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE A/E, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
PROFESSIONAL'S RESPONSIBILITIES

A/E shall be responsible for the accuracy of its Professional Services and shall promptly make necessary revisions or corrections to its Work Product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine A/E's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of **Article 31**. A/E shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
PROFESSIONAL'S SEAL

The responsible planner, landscape architect, architect and engineer shall sign, seal, and date all appropriate submissions to County in accordance with Texas laws and the rules of the State Boards of Registration for Professionals.

ARTICLE 25
INSURANCE

A/E shall comply with the following insurance requirements, at all times, during this Agreement:

25.1 Coverage Limits.

A/E, at A/E's sole cost, shall purchase and maintain, during the entire term while this Agreement is in effect, the following insurance:

25.1.1
Worker's Compensation in accordance with statutory requirements.

25.1.2
Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of **$1,000,000** per occurrence and **$2,000,000** in the aggregate.

25.1.3
Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of **$500,000** per occurrence and **$1,000,000** in the aggregate.

25.1.4
Professional Liability Errors and Omissions Insurance in the amount of **$1,000,000** per claim.

25.2 Additional Insureds; Waiver of Subrogation.

County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary; and, any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

25.3 Premiums and Deductible.

A/E shall be responsible for payment of premiums for all insurance coverages required under this **Article 25**. A/E further agrees that for each claim, suit, or action made against insurance provided hereunder, with respect to all matters for which A/E is responsible hereunder, A/E shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over **$50,000** in A/E's insurance must be declared and approved in writing by County in advance.

25.4 Commencement of Work.

A/E shall not commence any work under this Agreement until it has obtained all required insurance and such insurance has been approved by County. As further set out below, A/E shall not allow any subcontractor/ subconsultant(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained and approved; and, such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of A/E hereunder.

25.5 Insurance Company Rating.

Required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A-rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

25.6 Certification of Coverage.

A/E shall furnish County with a certification of coverage issued by the insurer. A/E shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requirements set forth hereunder, A/E shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

25.7 No Arbitration.

It is the intention of County and agreed to and hereby acknowledged by A/E, that no provision of this Agreement shall be construed to require County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Agreement.

25.8 Subcontractor/ Subconsultant's Insurance.

Without limiting any of the other obligations or liabilities of A/E, A/E shall require each subcontractor/ subconsultant performing work under this Agreement (to the extent a subcontractor/ subconsultant is allowed by County) to maintain during the term of this Agreement, at the subcontractor/ subconsultant's own expense, the same stipulated minimum insurance required in this **Article 25** above, including the required provisions and additional policy conditions as shown below in this **Article 25**.

A/E shall obtain and monitor the certificates of insurance from each subcontractor/ subconsultant in order to assure compliance with the insurance requirements. A/E must retain the certificates of insurance for the duration of this Agreement and shall have the responsibility of enforcing these insurance requirements among its subcontractor/ subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

25.9 Insurance Policy Endorsements.

Each insurance policy shall include the following conditions by endorsement to the policy:

25.9.1
County shall be notified **thirty (30) days** prior to the expiration, cancellation, nonrenewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

Williamson County Purchasing
100 Wilco Way
Suite P101
Georgetown, Texas 78626

25.10.1
The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

25.10 Cost of Insurance.

The cost of all insurance required herein to be secured and maintained by A/E shall be borne solely by A/E, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such certificates of insurance are evidenced as **Exhibit F**.

ARTICLE 26
SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. A/E may not assign, sublet, or transfer any interest in this Agreement, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 27
SEVERABILITY

In the event 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, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 28
PRIOR AGREEMENTS SUPERSEDED

This Agreement constitutes the sole agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter defined herein. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 29
A/E'S ACCOUNTING RECORDS

A/E agrees to maintain, for a period of **three (3) years** after final payment under this Agreement, detailed records, books, documents, and papers which are directly pertinent to the services to be performed under this Agreement and records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for the purposes of making audits, examinations, excerpts and transcriptions. A/E agrees that County or its duly authorized representatives shall, until the expiration of **three (3) years** after final payment under this Agreement, have access to and the right to examine and photocopy any and all detailed records, books, documents, and papers which are directly pertinent to the services to be performed under this Agreement and records of reimbursable costs and expenses of other providers for the purposes of making audits, examinations, excerpts, and transcriptions. A/E further agrees that County shall have access during normal working hours to all necessary A/E facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this **Article 29**. County shall give A/E reasonable advance notice of intended audits.

ARTICLE 30
GENERAL PROVISIONS

30.1 Time is of the Essence.
A/E understands and agrees that time is of the essence and that any failure of A/E to complete the Basic Services within the agreed Production Schedule set out in **Exhibit C** may constitute a material breach of this Agreement. A/E shall be fully responsible for its delays or for failures to use its reasonable efforts in accordance with the terms of this Agreement and A/E's standard of performance as defined herein. Where damage is caused to County due to A/E's negligent failure to perform, County may accordingly withhold, to the extent of such damage, A/E's payments hereunder without waiver of any of County's additional legal rights or remedies.

30.2 Force Majeure.
Neither County nor A/E shall be deemed in violation of this Agreement if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

30.3 Enforcement and Venue.
This Agreement shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

30.4 Standard of Performance.
The standard of care for all professional planning, landscape architecture, architecture, engineering, consulting and related services performed or furnished by A/E and its employees under this Agreement will be the care and skill ordinarily used by members of A/E's profession, practicing under the same or similar circumstances at the same time and in the same locality.

30.5 Opinion of Probable Cost.
Any opinions of probable Project cost or probable construction cost provided by A/E are made on the basis of information available to A/E and on the basis of A/E's experience and qualifications and represents its judgment as an experienced and qualified professional. However, since A/E has no control over the cost of labor, materials, equipment, or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, A/E does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost A/E prepares.

30.6 Opinions and Determinations.
Where the terms of this Agreement provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

30.7 Reports of Accidents.
Within **twenty-four (24) hours** after A/E 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 A/E), whether or not it results from, or involves, any action or failure

to act by A/E or any employee or agent of A/E and which arises in any manner from the performance of this Agreement, A/E shall send a written report of such accident or other event to County, setting forth a full and concise statement of the facts pertaining thereto. A/E shall also immediately send to County a copy of any summons, subpoena, notice, or other documents served upon A/E, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from A/E's performance of work under this Agreement.

30.8 Gender, Number, and Headings.

Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

30.9 Construction.

Each party hereto acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

30.10 Independent Contractor Relationship.

Both parties hereto, 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.

30.11 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 County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter, to any extent whatsoever, the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

30.12 Texas Public Information Act.

To the extent, if any, that any provision in this Agreement is in conflict with **Texas Government 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 County, 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 items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

30.13 Governing Terms and Conditions.

If there is an irreconcilable conflict between the terms and conditions set forth in this Agreement or any Supplemental Agreement and the terms and conditions set forth in any Exhibit, Appendix to this Agreement, the terms and conditions set forth in this Agreement or any Supplemental

Agreement shall control over the terms and conditions set forth in any Exhibit, Appendix to this Agreement.

30.14 Appropriation of Funds by County.

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. A/E understands and agrees that County's payment of amounts under this Agreement is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement. It is further understood and agreed by A/E that County shall have the right to terminate this Agreement 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 affect such termination by giving written notice of termination to A/E.

ARTICLE 31
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and A/E shall work together in good faith to resolve any controversy, dispute, or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within **thirty (30) days** following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Agreement shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation, if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of this Agreement.

ARTICLE 32
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.

ARTICLE 33
MERGER

The Parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

ARTICLE 34
PUBLIC CONTACT

Contact with the news media, citizens of Williamson County or governmental agencies shall be the responsibility of County. Under no circumstances shall A/E release any material or information developed in the performance of its services hereunder without the express written permission of County.

ARTICLE 35
A/E's REPRESENTATIONS

A/E represents that it is financially solvent, able to pay its debts as they become due, and possesses sufficient working capital to complete the services and perform its obligation under this Agreement and under the Contract Documents. A/E further represents and acknowledges that: (a) it is a sophisticated business entity that possesses the required level of experience and expertise in business administration, construction, and contract administration of projects of similar or like size, complexity, and nature as the Project and (b) the fee stated in this Agreement is adequate compensation for the timely completion of the Basic Services.

ARTICLE 36
SIGNATORY WARRANTY

The undersigned signatory for A/E hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Agreement and that he/she has full and complete authority to enter into this Agreement on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Agreement.

IN WITNESS WHEREOF, County has caused this Agreement to be signed in its name by its duly authorized County Judge, or presiding officer of the Williamson County Commissioners Court in the absence of the County Judge, thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

A/E:
Kasberg, Patrick & Associates, LP,
Acting by and through its General Partner,
Kasberg, Patrick & Associates GP, LLC

By: _____
Signature

Alvin R Sutton III
Printed Name

Principal
Title

Date Signed: October 30, 2024

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

EXHIBIT A

SCOPE OF BASIC SERVICES

THE FOLLOWING SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE AGREEMENT. TO THE EXTENT THIS SCOPE OF SERVICES IS INCONSISTENT WITH THE AGREEMENT, THE AGREEMENT WILL SUPERSEDE THE SCOPE OF SERVICES AND WILL BE CONTROLLING.

In consideration of the Basic Fee provided in the Agreement, A/E shall perform the following Basic Services, based on standard planning, landscape architectural, architectural, and engineering practices:

These services may include, but are not limited to as-built drawings, programming, architectural, structural, civil, mechanical, plumbing, electrical, hazardous materials, IT and security, landscape and irrigation, cost estimates and construction administration, master planning, facility condition assessment, forensic investigations, real estate evaluations, and specialized studies and analyses as agreed to by County and A/E.

GENERAL REQUIREMENTS

Design Criteria. A/E shall prepare all work in accordance with the latest version of applicable County's procedures, specifications, manuals, guidelines, standard drawings, and standard specifications. A/E shall prepare each Plans, Specifications, & Estimates (PS&E) package in a form suitable for letting through County's construction contract bidding and awarding process.

Right-of-Entry and Coordination. A/E shall notify County and secure permission to enter private property to perform any surveying, environmental, engineering or geotechnical activities needed off County property. In pursuance of County's policy with the general public, A/E shall not commit acts which would result in damages to private property, and A/E shall make every effort to comply with the wishes and address the concerns of affected private property owners. A/E shall contact each property owner prior to any entry onto the owner's property and shall request concurrence from County prior to each entry.

A/E shall notify County and coordinate with adjacent A/Es on all controls at project interfaces.

A/E shall prepare each exhibit necessary for approval by each utility, and other governmental or regulatory agency in compliance with the applicable format and guidelines required by each entity and as approved by County. A/E shall notify County in writing prior to beginning any services on any outside agency's exhibit.

Progress Reporting. A/E shall submit monthly (at a minimum) a progress status e-mail to County's Project Manager (PM) regardless of whether A/E is invoicing for that month.

A/E shall prepare and maintain a design and estimated construction schedule in a format reasonably acceptable to County during project phases prior to the Construction Administration Phase. A/E shall schedule milestone submittals per **Exhibit C – Production Schedule**.

Contractor shall prepare and maintain a construction schedule in Gantt chart format during the project Construction Administration Phase through the Close-out Phase.

Within **thirty (30) days** of completion of construction of the project, A/E shall deliver all electronic files in formats reasonably acceptable to County.

Final payment is contingent upon County's receipt and confirmation by County's PM that the electronic files function and are formatted in accordance with the Agreement and all review comments are addressed.

A/E shall prepare a letter of transmittal to accompany each document submittal to County. At a minimum, the letter of transmittal must include County's project name, Agreement and Work Authorization numbers, as well as facility name and address.

Coordination. A/E shall coordinate issues through County's PM. County will communicate, in writing, the resolution of issues and provide A/E direction through County's PM.

Level of Effort. A/E shall base the level of effort at each phase on the prior work developed in earlier phases without unnecessary repetition or re-study.

Quality Assurance (QA) and Quality Control (QC). A/E shall provide peer review at all levels. For each deliverable, A/E shall maintain evidence of A/E's internal review and mark-up of that deliverable as preparation for submittal. When internal mark-ups are requested by County in advance, County, at its sole discretion, may reject the deliverable should A/E fail to provide the evidence of internal mark-ups. A/E shall clearly label each document submitted for QA as an internal mark-up document.

A/E shall perform QA and QC on all consultant products (when applicable to the project) prior to delivery to County. If, during the course of reviewing a submittal, it becomes apparent to County that the submittal contains unreasonable errors, omissions, or inconsistencies, County may cease its review and immediately return the submittal for appropriate action by A/E.

A submittal returned to A/E for this reason is not a submittal for purposes of the submission schedule. Rejected submittals shall neither impact the overall deadline of the Project nor the review period allotted to County officials. A/E shall provide an updated schedule showing interim submission date changes to make-up for any lost time. A/E shall not submit an invoice until County accepts the submittal as reasonably complete.

Organization of Plan Sheets. The PS&E package shall be complete and organized in a manner that is suitable for the bidding and awarding of a construction contract.

Naming of Electronic Project Files and Organization of Design Project Folders. A/E shall use succinct and understandable file names including project name, document content, and date created (i.e. "*Project_DOCUMENT_yyyy.mm.dd*"). A/E shall maintain files in an organized folder structure that is readily understandable to outside users to facilitate communication and minimize complications in project close-out.

Referenced Documents. County standardized design and procedure documents are provided for public reference at the following web address:

https://www.wilcotx.gov/376/Facilities-Management

SCOPE OF WORK:

Brushy Creek Regional Trail
Parks Department
P#649

The Brushy Creek Regional Trail Improvements at Champion Park project consists of evaluating and preparing design plans for drainage improvements located along Brushy Creek Regional Trail located northeast of Champion Park, as shown on the attached Location Exhibit. The professional engineering services for proposed improvements include data collection/lidar surveying, professional design services (30%, 60%, 100% plans), regulatory review and permitting, bidding services, construction administration services and project closeout documentation.

Design services shall be conducted in phases as outlined herein. Phases may be combined to expedite design process when defined in **Exhibit C – Production Schedule**. Individual phases or groups of phases shall be authorized herein or by fully executed Supplemental Agreement.

Phase I - DATA COLLECTION, INVENTORY, AND ANALYSIS

Upon receipt of written Notice to Proceed, A/E shall accomplish the following services:

A. Conduct a project initiation meeting and obtain data.

B. Assemble existing data and information into a base map of the proposed trail corridor area and identify property ownership from current appraisal district data.

C. Conduct on-site inventory with team members and County to determine surrounding influences, site conditions, environmental and hydrologic/floodplain constraints, erosion, and access.

D. Assess all relevant data including applicable regulatory requirements, development standards, property limits, and identify opportunities and constraints.

Deliverables: Digital PDF base map with inventory and analysis

Phase II - SCHEMATIC DESIGN - 30% Program, Plans, Outline Specifications and Estimate

Upon County acceptance of previous phase, A/E shall proceed with the following services:

A. Utilize photogrammetric and LIDAR surveying and photos, existing topographic contours, and County GIS Data to develop plan sheets identifying project limits for each area. The plan sheets shall identify locations of existing elements, improvements and obstructions located within the project limits. Develop constraint map identifying any potential utility conflicts with the proposed improvements.

Prepare preliminary drainage calculations for sizing drainage improvements. Develop 30% plan sheets identifying the proposed drainage improvements needed within the project limits for each area. The 30% plan sheets will identify the general location and limits of each drainage improvement, and estimated quantity of material to be utilized for the repair. Prepare 30% Plan Project OPC. Submit 30% Plan Submittal Package with OPC to County Staff for review.

B. Perform Design Support services including: Surveys, Hydrology, Environmental, and Antiquities studies.

Phase III - DESIGN DEVELOPMENT – 60% Plans, Specifications and Estimate

Upon County acceptance of previous phase, A/E shall proceed with the following services:

A. Incorporate County Staff comments from 30% Plan Submittal Package into 60% Plan Submittal Package. Prepare final drainage calculations for sizing drainage improvements. Develop 60% plan sheets identifying the proposed drainage improvements needed within the project limits for each area. The 60% plan sheets will identify the general location and limits of drainage improvement, preliminary elevation and slope call outs, and estimated quantity of material to be utilized for the repair. Develop preliminary typical detail sections for proposed drainage improvements. Miscellaneous Design (1) Drainage Details; (2) Concrete Details. (3) General Notes and Specifications – Prepare preliminary project specific general notes including standard notes for Williamson County. Prepare 60% Plan Project OPC. Submit 60% Plan Submittal Package with OPC to County Staff for review.

B. Provide any reports required by jurisdictions having review authority.

C. Consult freely with County concerning the principal phases of the work and immediately advise County of any unusual requirements or features not apparent during execution of the Schematic Design Phase.

D. Develop plans and specifications, which indicate materials, construction methods and buildings systems. These building systems may include (but are not limited to) architectural, structural, civil, mechanical, plumbing, electrical, hazardous material remediation, landscaping and irrigation and site work.

E. Prepare a Design Development level cost estimate in a form acceptable to County.

F. Submit Plans, Specifications, and all other required documentation for Site Development Permit application for the project with the local jurisdiction having review authority. Notify County's PM of any required submittal fees to be paid by County.

G. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase IV – REGULATORY REVIEW AND PERMITTING

Upon County acceptance of previous phase, A/E shall proceed with the following services:

A. When applicable, register as the Owner's Designated Agent for correspondence with jurisdictions having review authority.

B. Participate in any Pre-submittal Meetings required by jurisdictions having review authority prior to Permit application submittal.

C. Submit Plans, Specifications, and all other required documentation for development and construction permit applications with the jurisdiction having review authority. Notify County's PM of any required submittal fees to be paid by County.

D. Submit Construction Documents and Specifications to the Registered Accessibility Specialist (RAS) approved by County for Architectural Barriers plan review.

E. Receive and respond to permitting comments by the jurisdictions having review authority. If multiple review cycles are required, pay for any resubmittal fees required beyond initial fees paid by County.

F. Revise plans, specifications, and construction cost estimate as necessary to conform to permitting, accessibility, and budget requirements without additional charge to County.

G. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase V - CONSTRUCTION DOCUMENTS – 100% Plans, Specifications, and Estimate

Upon County acceptance of previous phase, A/E shall proceed with the following services:

A. Prepare complete plans, specifications and engineering calculations (without professional seals) setting forth in detail the work required for the architectural, structural, civil, mechanical, plumbing, electrical, landscaping and irrigation, and site work.

B. Consult freely with County concerning the principal phases of the work immediately advise County of any unusual requirements or features not apparent during execution of the Schematic Design and Design Development Phases.

C. Prepare a detailed cost estimate of the project on a form acceptable to County.

D. Prepare a construction schedule with a Gantt chart or other County approved format which lists the anticipated major activities required to complete the project.

E. Complete the PS&E for the entire Project and its component parts. The Project detailed cost estimate shall not exceed the project construction budget as approved in writing by County.

F. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase VI – CONSTRUCTION CONTRACT BIDDING, AWARD, AND EXECUTION

Upon County acceptance of previous phase, A/E shall proceed with the following services:

A. Participate in a Pre-bid Meeting, answer RFI's from Contractors and suppliers, and prepare addenda items as required.

B. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase VII - CONSTRUCTION ADMINISTRATION - Project Observation and Reviews:

Upon County acceptance of previous phase, A/E shall perform the following services:

A. Provide general administration and be County's representative during the construction of the project. Advise, consult, and issue County's instructions to Contractor in writing with copies furnished to all parties. Prepare change orders and supplementary drawings.

B. Review and submit copies of each shop drawing and submittal of materials and equipment to County.

C. Conduct site visits with personnel technically qualified by education and experience to competently observe relevant aspects of construction. Make necessary observations to determine if workmanship and quality of materials generally conform to the plans and specifications, and that provisions of the contract are complied with.

D. Reject work performed by Contractor which does not meet the requirements of the Construction Documents; and, order removal and replacement of such work.

E. Review progress estimates of work performed and invoiced by Contractor. Within one (1) week of receipt, submit written reviews to County.

F. Coordinate Texas Accessibility Standards (TAS) Inspection to be concurrent with Substantial Completion Inspection.

G. Accompany County on Substantial Completion walk-through with appropriate staff and affiliates. Prepare a punch list of items needing correction. After Contractor has performed the required corrections, notify County in writing that the contract has been performed in general conformance with the plans and specifications and is ready for Final Inspection.

H. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase VIII – PROJECT CLOSE-OUT – Final Inspection and Document Review:

Upon County acceptance of previous phase, A/E shall perform the following services:

A. Accompany County on Final Inspection to determine if construction has been completed in general accordance with the Contract Documents.

B. Review warranties, guarantees, bonds, equipment operating instructions, and similar deliverables to verify receipt, and general conformance to requirements of the Contract.

C. After determining that the general requirements of the Plans and Specifications have been met, certify and approve Contractor's Final Application for Payment.

D. Upon completion of construction and prior to the request for final payment, make changes in the original REVIT or model CAD files of the Project to show changes made and noted by Contractor of the work and final location of the mechanical service lines and outlets including outside utilities. Develop project Record Construction Drawings and Specifications.

E. Provide deliverables in accordance with County's Design Submittal Guidelines.

Brushy Creek Trail at Champions Park

EXHIBIT B

FEE SCHEDULE

This schedule indicates fees by Phase of the Basic Fee:		**$**	**48,800**	100%
91%	**KPA Enginers**	**$**	**44,550**	
9%	**Lidar Survey Processing - Aerotas (AER)**	**$**	**4,250**	
Phase I - DATA COLLECTION, INVENTORY, AND ANALYSIS		**$**	**10,050**	21%
	KPA Enginers	$	5,800	
	Lidar Survey Processing - Aerotas (AER)	$	4,250	
Phase II - SCHEMATIC DESIGN (30%)		**$**	**6,700**	14%
	KPA Enginers	$	6,700	
	Lidar Survey Processing - Aerotas (AER)	$	-	
Phase III - DESIGN DEVELOPMENT (60%)		**$**	**7,350**	15%
	KPA Enginers	$	7,350	
	Lidar Survey Processing - Aerotas (AER)	$	-	
Phase IV - REGULATORY REVIEW AND PERMITTING		**$**	**3,750**	8%
	KPA Enginers	$	3,750	
	Lidar Survey Processing - Aerotas (AER)	$	-	
Phase V - CONSTRUCTION DOCUMENTS (100%)		**$**	**8,450**	17%
	KPA Enginers	$	8,450	
	Lidar Survey Processing - Aerotas (AER)	$	-	
Phase VI - BIDDING, AWARD, AND EXECUTION		**$**	**5,000**	10%
	KPA Enginers	$	5,000	

Lidar Survey Processing - Aerotas (AER)	$	-	
Phase VII - CONSTRUCTION ADMINISTRATION	**$**	**5,500**	11%
KPA Enginers	$	5,500	
Lidar Survey Processing - Aerotas (AER)	$	-	
Phase VIII - PROJECT CLOSE-OUT	**$**	**2,000**	4%
KPA Enginers	$	2,000	
Lidar Survey Processing - Aerotas (AER)	$	-	

EXHIBIT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Agreement within **Four Hundred Fifty-Seven (457) calendar days** from the date of this Agreement.

The above time limits may, for good cause, be extended, in writing, by County as the Project proceeds.

The schedule below indicates various project milestones and target dates. Standard end-of-phase review periods for County shall be (21) calendar days.

Agreement Execution Date	**11/19/24**

Phase I - DATA COLLECTION, INVENTORY, AND ANALYSIS

Notice to Proceed	11/20/24
Base Map, Inventory, and Analysis deliverables	11/29/24
County written authorization to proceed to next phase	12/02/24

Phase II - SCHEMATIC DESIGN

30% Plans, Specifications and Estimate deliverables	12/23/24
County written authorization to proceed to next phase	01/03/25

Phase III - DESIGN DEVELOPMENT

60% Plans, Specifications and Estimate deliverables	01/31/25
County written authorization to proceed to next phase	02/10/25

Phase IV - REGULATORY REVIEW AND PERMITTING

Sealed Plans and Specifications and Estimate deliverables to County	02/17/25
Plans submittal to TDLR and Permit application submittal to City	02/24/25
Site Development and Construction Permits received from City	03/26/25

Phase V - CONSTRUCTION DOCUMENTS

Complete Plans, Specifications and Estimate deliverables	04/25/25
County written authorization to proceed to next phase	05/02/25

Phase VI - BIDDING, AWARD, AND EXECUTION	
Permitted Plans and Specifications and Estimate deliverables to County	05/09/25
County advertises project for Bid	05/16/25
Contract Award	06/16/25
Phase VII - CONSTRUCTION ADMINISTRATION	
Contractor Notice to Proceed	06/23/25
Construction Substantial Completion	01/09/26
Phase VII - PROJECT CLOSE-OUT	
Record Documents deliverables	01/20/26
All services shall be complete on, or before:	**02/19/26**

EXHIBIT D

Williamson County
Vendor Reimbursement Policy

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

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

1. Invoices and Affidavits

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

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

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

2. Travel Reimbursement

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

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

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

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

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

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

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

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

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

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

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

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

3. Meals

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

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

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

3.4 County will not reimburse for alcoholic beverages.

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

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

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

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

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

5. Airfare

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

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

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

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

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

6. Car Rental

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

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

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

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

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

6.6 Insurance purchased when renting vehicle may also be reimbursed.

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

7. Personal Car Usage

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

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

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)
7.2.1.5 Correspondence that verifies business purpose of the expense

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

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

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

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

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

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

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

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

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

8. Other Expenses

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

9. Repayment of Non-reimbursable Expense.

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

10. Non-Reimbursable Expenses

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

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants

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

EXHIBIT E

DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

1. I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that A/E and its principals:

    a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

    b. Have not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

    c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in **Paragraph 1(b)** of this certification;

    d. Have not, within a three-year period preceding this application/proposal, had one or more public transactions* terminated for cause or default; and

    e. Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Kasberg, Patrick & Associates, LP,
Acting by and through its General Partner,
Kasberg, Patrick & Associates GP, LLC

Signature of Certifying Official

Alvin R Sutton III
Printed Name of Certifying Official

Principal
Title of Certifying Official

October 30, 2024
Date

2. Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me, the undersigned authority, by Alvin K. Sutton III (Signatory Name) the E. Tighe Harrison (Signatory Title) of Kasberg, Patrick & Associates, LP (Entity Name), on behalf of said firm.

E.TIGHE HARRISON
Notary Public, State of Texas
Comm. Expires 09-19-2027
Notary ID 134563729

E.T. Harrison
Notary Public in and for the
State of Texas

My commission expires: 09/19/2027

WILLIAMSON COUNTY FACILITIES MINIMUM DESIGN SPECIFICATIONS

DIVISION	ITEM	DESCRIPTION
ACCESS CONTROL		
	CARD READERS	Where card readers are installed, use multi-class card readers which are compatible with Wilco's software/hardware.
	DOOR HARDWARE	Locksets should be heavy duty cylindrical style with figure-8 style IC core and a 7 pin combination configuration.
		Lockset/Handle Finishes should be brushed stainless (brushed nickel)
		No Piano Hinges on Doors
		Key boxes & specefic key box for elevator(s)
ELECTRICAL		
	WIRING	All electrical wire to be installed in hard pipe conduit, except for fixture whips, which should have a maximum length of 6'.
		All feeders and branch circuits shall be installed in EMT, IC, or Rigid conduit unless specifically noted in these specifications.
		No MC cable will be used unless specifically approved.
	FIXTURES	LED fixtures or equivalent energy use.
		all fixtures installed in acoustical ceilings shall have a minimum of two independent support hangers tied to structure.
	LIGHTING MOUNTS	No Tapcon masonry mounts since the fixtures are likely to pull-out of masonry walls
	LIGHTING CONTROLS	Acuity - Schedule lighting scene programming 30-days after Occupant move-in.
	EXTERIOR LIGHTING	No photocells - Lighting should be run off a separate ZN card and automated logic controlled with updated graphics
		Light poles anywhere near vehicle areas must be set on concrete base 36-in high to prevent vehicle damage.
	AS-BUILT PLANS	Must include conduit pathways and sizes, j-box locations and sizes, and circuitry
		Label ceiling grid for concealed electrical disconnects
FIRE PROTECTION		
	FIRE ALARM	Existing Buildings with Simplex - use Simplex products
		New Buildings or Exist Buildings without Simplex - use Silent Night (non propietary E.g. Farenhyt)
		CO detectors, if required, shall be located in the interior of the building, in the occupied space being monitored. No CO duct detectors allowed.
		Building that are being expanded (added onto), shall expand on the existing system using only system compatible equipment by manufucturer.
		Wireless dialer will be used for notification to monitoring company - No POTS lines and will be set up with JCI monitoring.
		Supply facilities fire systems specialist with fire panel program and all passcode levels.
		Fire Alarm panel/room must have internet connectivity
	PLANS	Update whole building plans (digital) and coordinate update of fire panel info and device labeling
	SPRINKLER	All saddle tap connections require the removed tab to be hung beneath the tap created. Hanging with wire is acceptable.
GENERAL		
	ADA	Meets all current ADA Standards.
	CODE COMPLIANCE	Meets Wilco Adoped Codes
	TRAINING	Provide training for specialty systems/items
INTERIORS		
	SOUND BATTS	Install sound batting at office and meeting room walls and ceilings regardless of the quantity or type of building envelope insulation or deck insulation.
	CEILINGS	Sound deadening Accoustical Tile, not light weight foam type.
		Label ceiling grid for concealed equipment locations including all electrical disconnects, water valves, HVAC equipment etc.
	RESTROOM PARTITIONS	No laminate surfaces allowed
	RESTROOM MIRRORS	Frameless type. DO NOT butt to counter or backsplash below.
IT		
	DHCP COMPLAINT	Dynamic Host Client Protocol compliant controllers for all devices connected to Wilco IT systems
LANDSCAPING		
	PLANT SELECTION	Use only low water native and adaptive plants. Small turf areas. Overdesign for pedestrian traffic.
	IRRIGATION	Irrigated areas should be kept to a minimum and overall irrigation should be kept to a minimum.

	IRRIGATION CONTROLS	Irrigation that is installed should have controls that are compatible with Wilco's existing automated control and monitoring software/hardware
	DESIGN	Concrete walk around building perimeter. No grass at edge of building. No small turf islands, use mulching materials instead.
		No shade trees to interfere with signage, lighting or utilities.
MAINTENANCE		
	FACILITIES CLOSET	All buildings should include a maintenance closet with storage space for such items as touch-up paint, spare lamps, spare ceiling tile,
		spare carpet tiles, ladders, etc.
	JANITORIAL CLOSET	All buildings should include a mop sink closet with storage space for cleaning supplies on shelving and space for rolling carts/mop buckets.
	RESTROOM ACCESSORIES	Automatic hand dryers at restrooms.
		Double roll S.S. toilet paper dispensers, multi-fold towel dispensers, hand dryers provided by Wilco contract provider
MECHANICAL		
	FILTER	2" filter racks at any air handler filter location.
		Advanced photo-catalytic oxidation type filtration.
	MAINTENANCE ACCESS	Place all units to allow for ground level maintenance and filter changes. If above ceiling installation is necessary, then install access doors.
		Avoid the necessity of ceiling tile removal to do maintenance. Use items such as catwalks if necessary for ease of maintenance.
	DUCT	All duct should be hard metal duct with exterior insulation, except for register drops can be flex if necessary.
	LOW AMBIENT	Install low ambient kits on all DX, RTU's, etc. to allow for humidity control in cold weather conditions.
	CONTROLS	Controls should be compatible with Wilco's existing automated controls software/hardware.
		Update automated logic graphics and zones (including floor plan graphics)
		Exhaust fans need CT's and automated logic graphic
		Mini splits need bacnet capability or ZN card and automated logic graphic
		(see exterior lighting) No HVAC controls on lighting ZN cards
	C.O. DUCT DETECTOR	Should not be powered by RTU. This allows maintenance to shutdown HVAC without setting off fire alarm.
	SOUND ISSUES	All open-air (open-plenum) areas should be designed with effective sound deadening boots at all return air grills entering office or meeting type space
	LABELING	Label ceiling grid for concealed HVAC equipment.
PAINTING		
	PREP	
	PRIME	
	APPLICATION	
	INTERIOR WALLS	Use only wilco standard colors and materials, DO NOT color-match
PLUMBING		
	LAYOUT	No pluming walls for restrooms on exterior envelope of buildings
	FIXTURES	Automatic (touch-less): toilets, lavatory fixtures.
		Provide plumbing for in-line filtration at all ice-maker locations
	TRAP PRIMERS	Use threaded connection supply-off of inverted "Y" on lavatory tailpipe
	HOSE BIBS	Specify only freeze-proof hose bibs & inimize
		No exterior hosebibs built into building exterior. Use only in-ground quick-connect
	ICE MACHINES	Locate multi-stage/ multi -cartridge commercial filter for easy maintenance access at each ice machine
	LABELING	Label ceiling grid for concealed equipment locations of water valves
ROOFS		
	ACCESS	If equipment is installed on roof, access should include at a minimum, a roof hatch for access, preferably with a permanently installed access ladder
	EQUIPMENT LIFTS	Provide cranes in accessible locations to lift repair equipment where rooftop equipment is installed (meet OSHA & ANSI standards)
	WALKWAY MATS	Fully-adhered walkway mats from roof access points to mechanical maintnenance access location for roof top units.
	SOLAR	Design roof structure with the capacity to support future solar panel installation.
STRUCTURAL		

	ENVELOPE	Building envelope should be weather tight.
	STUDS	All stud walls should be a minimum 20 GA material unless AE suggests otherwise

WAREHOUSE / GARAGE / SHOPS		
	ORIENTATION	Building orientation should be such that the overhead doors face North and South to allow for prevailing wind ventilation and/or install large exhaust fans for mechanical ventilation.
	SAFETY/HEALTH	Hand wash sink, eyewash stations, water fountain, ice machine floor drain.

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:
2024-1231883

Date Filed:
10/28/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Kasberg, Patrick & Associates, LP
Temple, 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.
P649
Brushy Creek Trail at Champion Park

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Kasberg, PE, Rick N.	Temple, TX United States	X	
Patrick, PE, CFM, R. David	Temple, TX United States	X	
Sutton, III, PE, CFM, Alvin R.	Georgetown, TX United States	X	
Valle, PE, Thomas D.	Temple, TX United States	X	
Tolbert, PE, Ginger R.	Temple, TX United States	X	
Simcik, PE, CFM, John A.	Temple, TX United States	X	
Crow, PLA, CNUa, Travis A.	Georgetown, TX United States	X	
Bintz, CPA, CCIFP, Camryn R.	Temple, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Alvin R. Sutton, III, and my date [redacted].

My address is [redacted] (street), [redacted] (city), TX (state), 78626 (zip code), USA (country).

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

Executed in Williamson County, State of Texas, on the 28 day of October (month), 2024 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1231883

Date Filed:
10/28/2024

Date Acknowledged:
10/31/2024

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

Kasberg, Patrick & Associates, LP
Temple, 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.

P649
Brushy Creek Trail at Champion Park

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Kasberg, PE, Rick N.	Temple, TX United States	X	
Patrick, PE, CFM, R. David	Temple, TX United States	X	
Sutton, III, PE, CFM, Alvin R.	Georgetown, TX United States	X	
Valle, PE, Thomas D.	Temple, TX United States	X	
Tolbert, PE, Ginger R.	Temple, TX United States	X	
Simcik, PE, CFM, John A.	Temple, TX United States	X	
Crow, PLA, CNUa, Travis A.	Georgetown, TX United States	X	
Bintz, CPA, CCIFP, Camryn R.	Temple, 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 **25.**

Meeting Date: 11/19/2024

Approval of Agreement for Construction Services for CJC Exterior Lighting with Allied Electric Services, Inc. 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 approving the Agreement for Construction Services through 23RFP11 Electrical Infrastructure Maintenance and Installation Services with Allied Electric Services, Inc. for Williamson County Central Justice Center Exterior Lighting, in the amount of Sixty Thousand Six Hundred Twenty-Two Dollars and 14/100 ($60,622.14) and authorize execution of the agreement.

Background

This agreement for construction services utilizes 23RFP11 Electrical Infrastructure Maintenance and Installation Services on an as-needed basis, which was originally awarded on 02.28.23, with agenda item no.53. This Agreement is for exterior lighting at the Williamson County Central Justice Center, 405 Martin Luther King Jr St., Georgetown, TX. Contract Audit and General Counsel reviewed. A detailed Scope of Work is attached. The funding source is 01.0100.0510.004100, Origination ID 1483, and the point of contact is Christy Matoska.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement for Construction Service

Form 1295 Allied Electric Services Inc complete

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	11/13/2024 03:07 PM
County Judge Exec Asst.	Becky Pruitt	11/13/2024 03:21 PM
Form Started By: Johnny Grimaldo		Started On: 10/31/2024 02:10 PM
Final Approval Date: 11/13/2024		

Agreement for Construction Services

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

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

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the sum of **Sixty Thousand, Six Hundred Twenty-Two Dollars and 14/100 Dollars ($60,622.14)** in accordance with the terms and conditions of this Agreement.

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

ARTICLE 4 CONTRACT TIME:

4.1 Contractor shall commence the Work upon instruction to do so from the Owner and shall achieve Substantial Completion within **sixty (60) calendar days** from the date the Work is commenced; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Unless otherwise specified in writing, Contractor shall achieve Final Completion within **thirty (30) calendar days of Substantial Completion**. Owner shall determine when the Project has been fully and finally completed to its satisfaction. The time set forth for completion of the work is an essential element of the Agreement.

4.2 Liquidated Damages.

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

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

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

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

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

ARTICLE 5 PAYMENT:

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

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

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

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

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

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

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

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

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

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

COVERAGE	PER OCCURRENCE
Commercial General Liability (including premises,	$1,000,000

completed operations
and contractual)

Aggregate policy limits: $2,000,000

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

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

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

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

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

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

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

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

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

6.5.2 Workers' Compensation Insurance Coverage:

1. Definitions:

   (a) Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.
   (b) Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project has been completed and accepted by the Owner.
   (c) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).
   (d) Persons providing services on the Project ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 7 INDEMNITY:

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

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

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

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

ARTICLE 8 WARRANTY:

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

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

ARTICLE 9 PREVAILING WAGE RATE:

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 10 BONDS:

10.1 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 and the requirements set forth in the Agreement.

10.2 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 and the requirements set forth in the Agreement.

10.3 Warranty Bond. Upon Final Completion, 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 the Agreement.

ARTICLE 11 TERMINATION OR SUSPENSION OF THE AGREEMENT

11.1 Termination by Contractor

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

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

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

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

11.2 Termination by the Owner for Cause

11.2.1 The Owner may terminate the Agreement if the Contractor:

11.2.1.1 Fails to commence the Work in accordance with the provisions of the Agreement;

11.2.1.2 Fails to prosecute the Work to completion thereof in a diligent, efficient, timely, workmanlike, skillful and careful manner and in strict accordance with the provisions of the Agreement;

11.2.1.3 Fails to use an adequate amount or quality of personnel or equipment to complete the Work without undue delay;

11.2.1.4 Fails to perform any of its obligations under the Agreement;

11.2.1.5 Fails to make prompt payments when due to its Subcontractors and Suppliers, or as required by **Texas Government Code, Chapter 2251**;

11.2.1.6 Files any petition or other pleading seeking any relief under any provisions of the Federal Bankruptcy Act, as amended, or any other federal or state statute or law providing for reorganization of debts or other relief from creditors, permits a receiver or other person to be appointed on account of its insolvency or financial condition, or becomes insolvent;

11.2.1.7 Creates any situation or state of facts which would authorize or permit an involuntary petition in bankruptcy to be filed against Contractor; or

11.2.1.8 Has not met or in Owner's opinion will not meet the dates of Substantial Completion set forth in the Agreement.

11.2.2 When any of the reasons under **Paragraph 11.2.1** exist, the Owner, in its sole and absolute discretion, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, **thirty (30) calendar days** written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety, exclude

the Contractor from the Project site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor; accept assignment of subcontracts of Contractors subcontractors; and finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

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

11.2.4 If the unpaid balance of the Contract Price exceeds costs of finishing the Work, including compensation for expenses made necessary thereby, and other damages and costs incurred by the Owner in finishing the Work and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

11.3 Suspension by the Owner for Convenience

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

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

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

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

11.4 Termination by the Owner for Convenience

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

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

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

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

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

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

ARTICLE 12 MISCELLANEOUS PROVISIONS

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

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

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

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

12.4 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County, Texas where the Project is located shall be the

sole place of venue for any legal action arising from or related to this Agreement or the Project in which the Owner is a party.

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

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

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

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

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

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

12.11 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of

governmental functions or services must make those payments from current revenues available to the paying party.

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

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

The following documents shall comprise the Contract Documents:

1. This Agreement between Owner and Contractor;
2. Exhibit "A" – Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Agreement;
4. The Request for Proposal/Invitation for Bids documents defined in Williamson County RFP#23RFP11;
5. Contractor's Proposal/Bid submitted in response to Williamson County RFP#23RFP11; and
6. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

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

1. This Agreement between Owner and Contractor;
2. Exhibit "A" – Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Agreement;
4. The Request for Proposal/Invitation for Bids documents defined in Williamson County RFP#23RFP11;
5. Contractor's Proposal/Bid submitted in response to Williamson County RFP#23RFP11; and
6. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

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

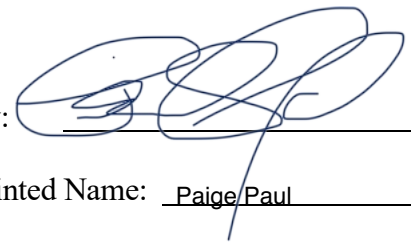
OWNER:	**CONTRACTOR:**
WILLIAMSON COUNTY, TEXAS, a political subdivision of the state of Texas	Allied Electric Services, Inc.
By: _____	By: 
Printed Name: _____	Printed Name: Paige Paul
Title: _____	Title: CEO
Date: _____	Date: 10/25/2024

Exhibit "A"

Plans and Specifications

Project: CJC – Exterior Lighting – Allied Electric Services, Inc.

Scope of Work Includes:

1. Demolition and haul-off of (4) existing flood lights& bases.
2. Installing (5) 24" diameter pole bases roughly 4' deep from top of grade and up to 1' extending above finished grade for an overall approximate length of 5'.
   a. Including up to (1) "PVC Conduit connectivity per pole maintaining 18" of cover from the top of raceway to the top of existing grade.
   b. Providing and installing rebar, concrete, and other associate materials for each of the (3) "New" pole bases.
   c. Owner to provide all fixtures and poles.
   d. Anchor Bolts/hardware with templates (to be provided by Owner).
   e. All pole base final base locations to coordinated with the "Owner" prior to installations drilling.
3. Contractor will provide any equipment required for the drilling of the (4) pole Bases and the erecting of the (5) decorative poles & light fixtures (to be provided by Owner).
4. Provide any equipment for trenching and backfilling as required to complete this proposed scope of work to the (5) New pole locations.
5. Installing PVC conduit below grade to match existing size providing a raceway to interconnect the additional poles into the "Existing" exterior flagpole circuitry.
6. This includes interconnectivity (raceway/circuitry) between the (5) Newly installed poles/bases connecting back to the "existing" flagpole lighting circuitry and building management system.
7. Circuitry requirements are to match the "Existing" circuitry any additional circuity requirements are not included.

However, this does not include any additional requirements and is under the assumption that the "Existing" circuitry being extended from is of sufficient size to accommodate the new lighting load requirements nor includes any ampacity measuring of the "Existing" lighting load.

8. Install (5) poles and (5) luminaires provide by Owner.
9. Please Note all proposed depths, designs, and specs are subject to change due to unforeseen field conditions and the Owner shall be contacted and updated upon any changes or alterations to the proposed scope of lines 1-11.
10. This does not include any site landscaping repair however Contractor will try to use due diligence to back grade the finished surface as well as clean up any excessive spoils.
    a. Contractor recommends (by others) further site landscaping repairs and not included.
11. Test voltage and operation upon completion.
12. Demolition and haul-off of (4) existing bollard lights & bases.
13. Installing (2) 24" diameter pole bases roughly 8' deep from top of grade and up to 3' extending above finished grade for an overall approximate length of 11'. (please see attached pole base detail provide by Owner).

14. Installing (1) 24” diameter pole bases roughly 5’ deep from top of grade and up to 1’ extending above finished grade for an overall approximate length of 6’. (please see attached pole base detail provide by Owner).
    a. Including up to (1) “ PVC Conduit connectivity per pole maintaining 18” of cover from the top of raceway to the top of existing grade.
    b. Providing and installing rebar, concrete, and other associate materials for each of the (3) “New” pole bases.
    c. Owner to provide all fixtures and poles.
    d. Anchor Bolts/hardware with templates (to be provided by Owner.
15. All pole base final base locations to coordinated with the Owner prior to installations drilling.
16. Contractor will provide any equipment required for the drilling of the (3) pole Bases and the erecting of the (5) decorative poles & light fixtures (to be provided by Owner).
17. Provide any equipment for trenching and backfilling as required to complete this proposed scope of work to the (5) “New” pole locations.
18. Installing PVC conduit below grade to match existing size providing a raceway to interconnect the additional poles into the “Existing” exterior flagpole circuitry.
19. This does not include any additional tamping requirements such as a jumping jack, walk behind roller, compaction/density testing.
20. This does not include any additional private utility locations and is not responsible for damage to any unlocated lines.
21. This includes interconnectivity (raceway/circuitry) between the (5) Newly installed poles/bases connecting back to the “existing” flagpole lighting circuitry and building management system.
    a. This Branch circuit may have to be converted to 277v if this becomes a requirement and the branch circuit for the North “New” pole lights cannot be used AES will work with Owner to supply a “New” Branch Circuit.
        1. Additional costs and fees may be incurred represented via a change order or T&M to be approved by Owner before work is started.
22. Provide any aerial equipment needed for the installation of the (3) poles and l(3) luminaires to be provide by Owner.
23. Circuitry requirements are to match the “Existing” circuitry any additional circuity requirements are not included.

However, this does not include any additional requirements and is under the assumption that the “Existing” circuitry being extended from is of sufficient size to accommodate the new lighting load requirements nor includes any ampacity measuring of the “Existing” lighting load.

24. All proposed depths, designs, and specs are subject to change due to unforeseen field conditions and the Owner shall be contacted and updated upon any changes or alterations to the proposed scope of lines 12-25.
25. Test voltage and operation upon completion.

Inclusions:

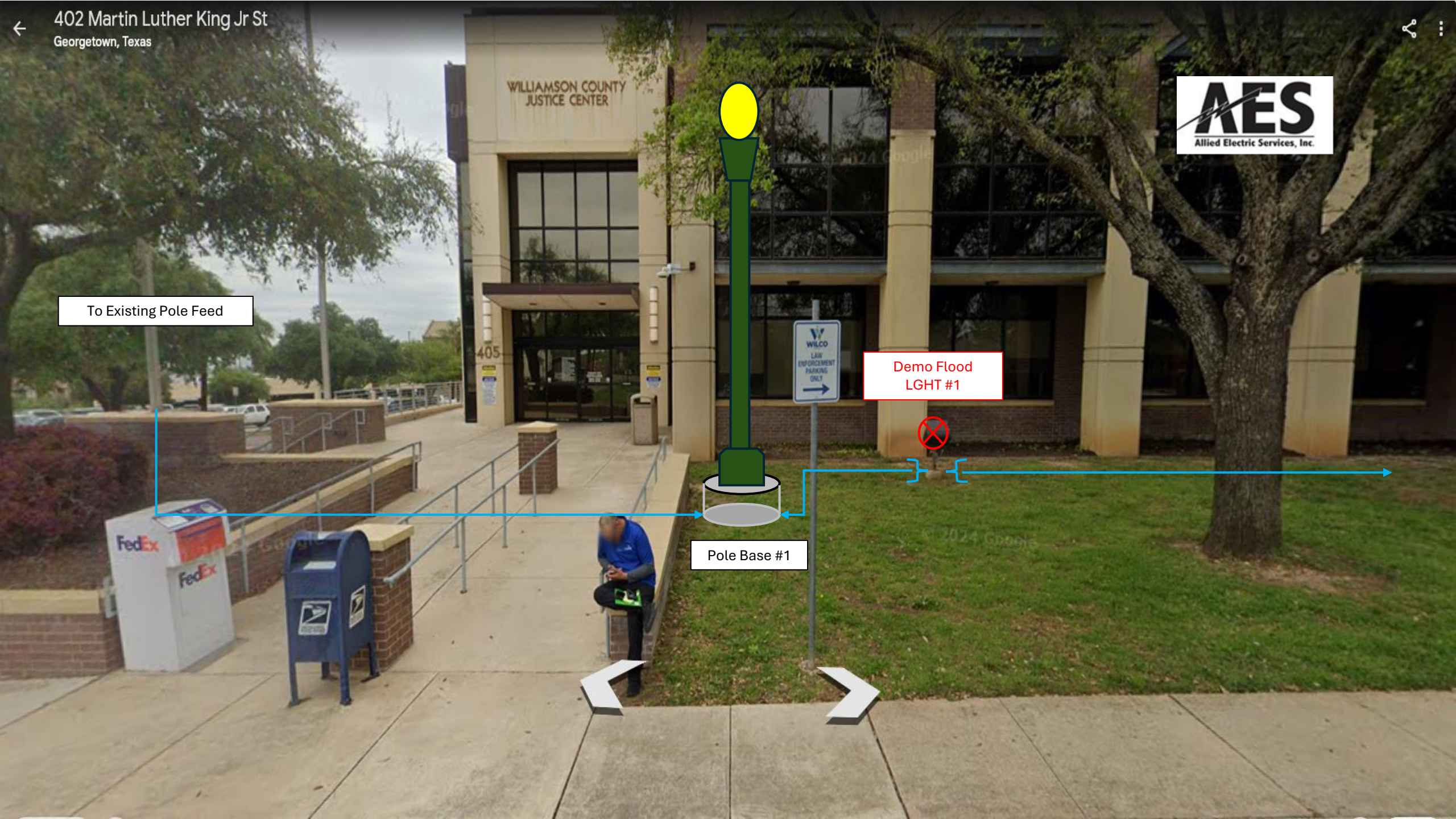
1) All work to be done during normal business hours 7am-4pm Monday through Friday unless otherwise noted.
2) Electrical permitting as required by local ordinance.

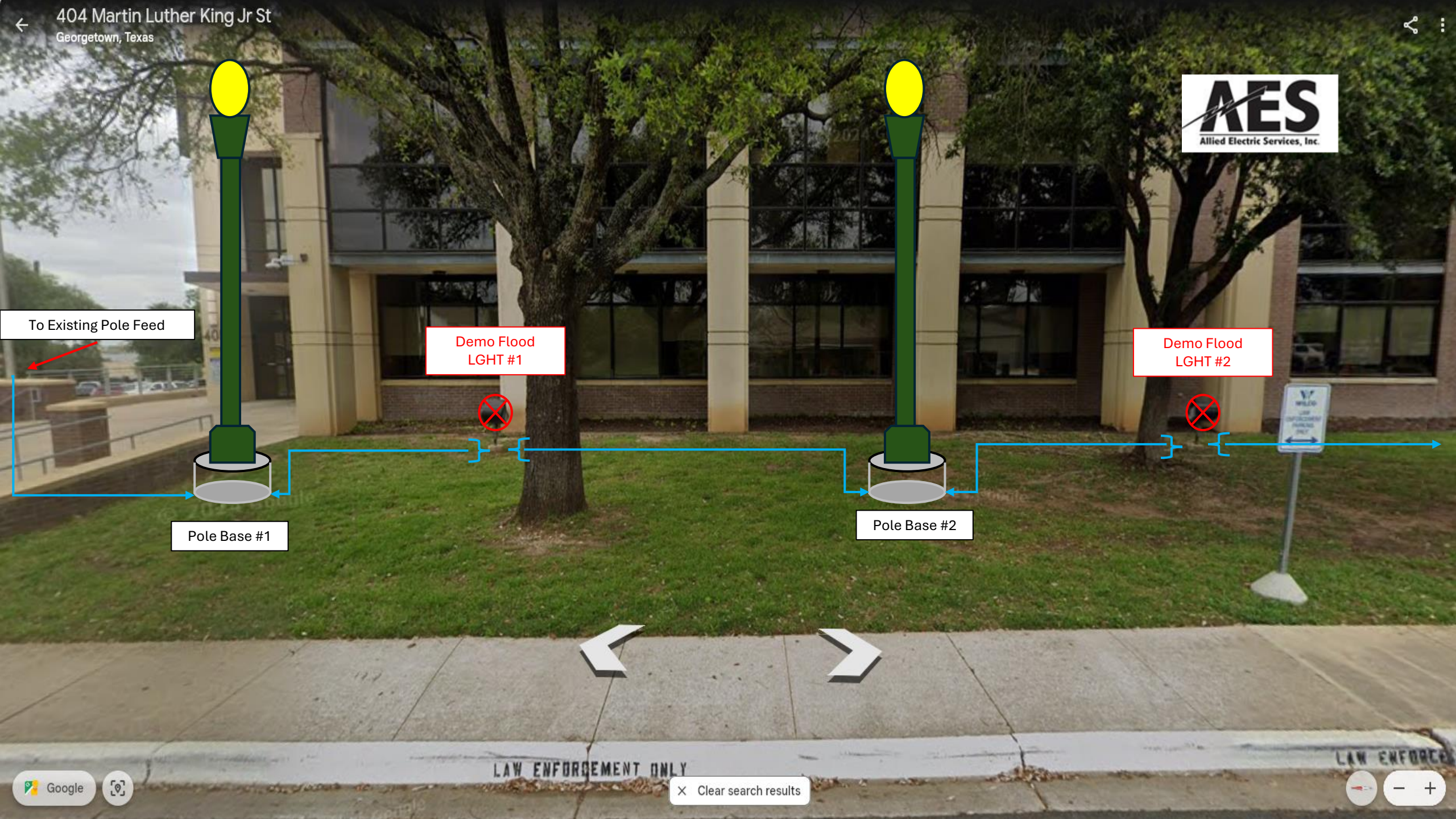
Exclusions:
1) Any work to the existing circuitry not listed above.
2) Utility line extension fees and any other provider fees and/or after hour inspection fees.
3) Parking fees.
4) Any applicable sales tax.
5) Fire alarm.
6) Permit and inspection fees.
7) Overtime, expediting, or acceleration fees.
8) Installation or demo of low voltage wiring of any kind.
9) Fireproofing or caulking.
10) Roof penetrations or repair.
11) Temporary power or lighting.
12) Mechanical starters.
13) Painting, welding, or steelwork of any kind.
14) Engineering fees.
15) Repairs, corrections, hidden issues, or code violations to any unforeseen items that may become evident during the above scope of work.
16) If any excavation work is to be performed:
    - Texas 811 will be called before any excavations.
    - All layout or surveying for site utilities and lighting to be done by customer/contractor.
    - Repair of any private utilities including irrigation lines not located by Texas 811.
    - Concrete work of any kind including equipment pads and pole bases.
    - Supply of compaction water to the job site.
    - Removal of spoils.

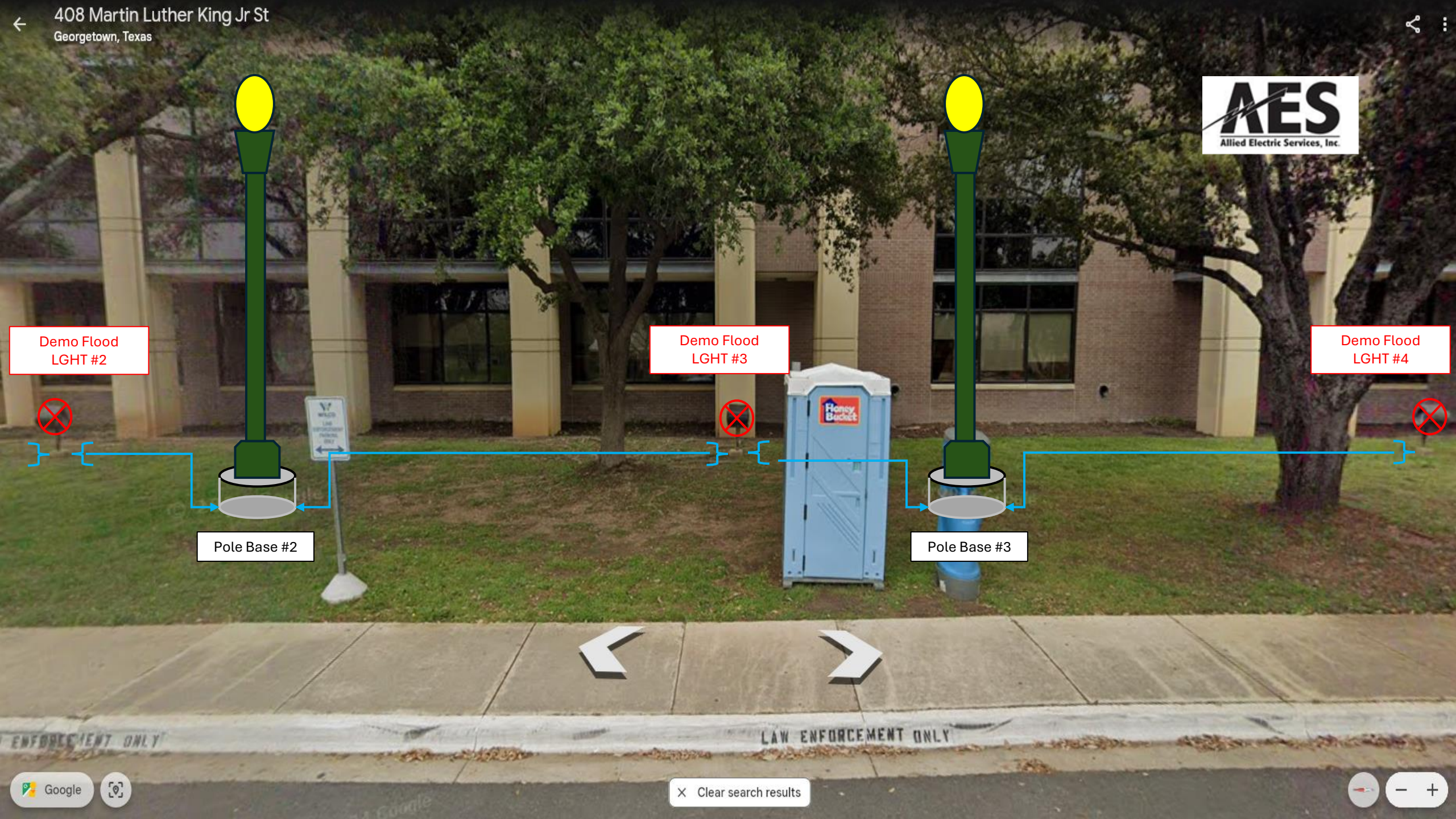
Totals for Lines:1-11
1. 80 Total Hrs. - Journeyman @ $89/hr. - $7,120.00
2. 80 Total Hrs. - Apprentice @ $54/hr. - $4,320.00
3. Total Material Costs - $10,051.31
4. Total Equipment Costs - $11,150.29 5. Total Lines Cost 1-11 - $32,641.60

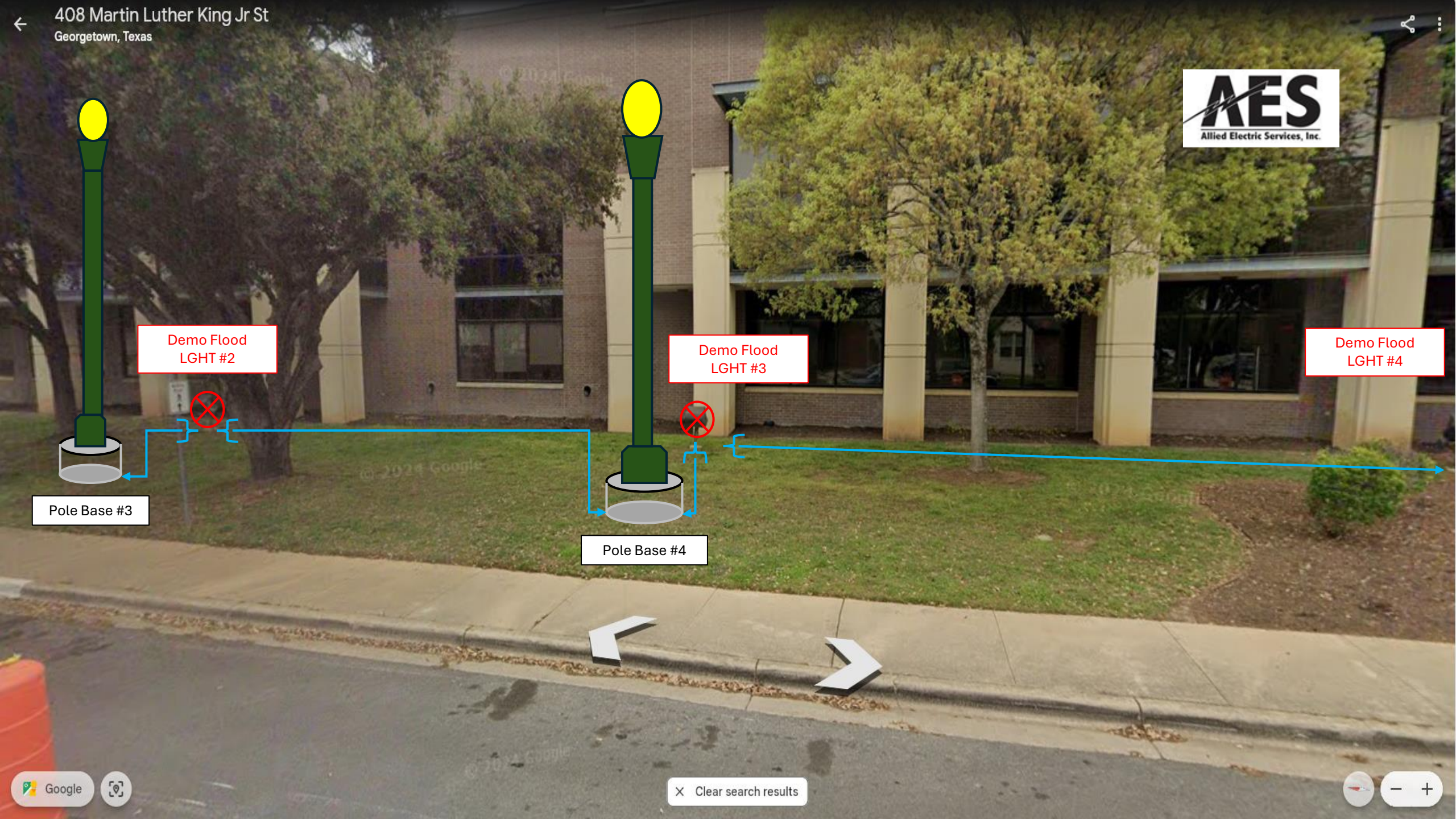
Total for Alternate #1 Lines: 12 - 25
1. 64 Total Hrs. - Journeyman @ $89/hr. $5,696.00
2. 64 Total Hrs. - Apprentice @ $54/hr. $3,456.00
3. Total Material Costs - $8,511.23
4. Total Equipment Costs - $10,317.31 5. Total Lines Cost 12-25 - $27,980.54

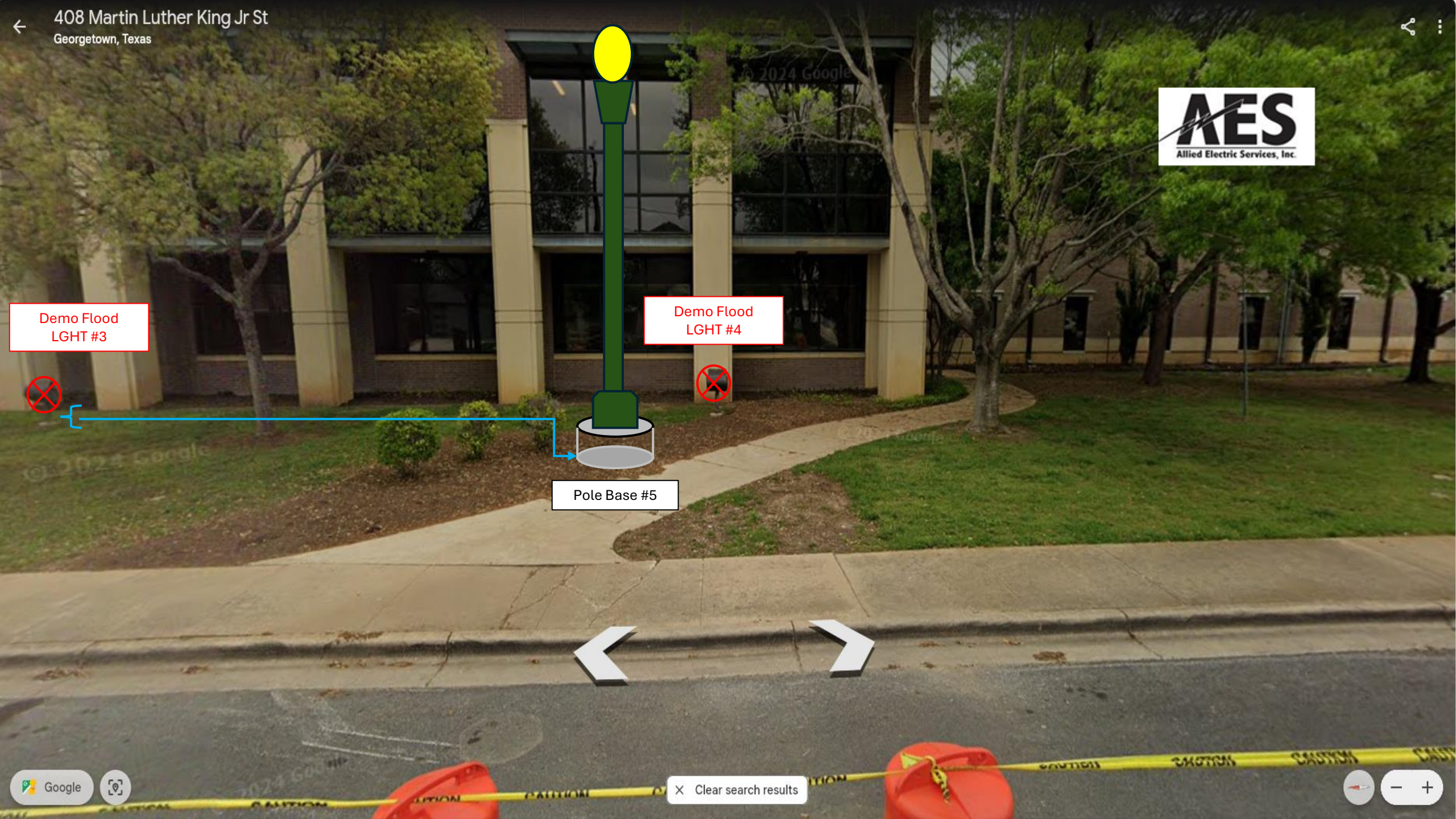
Total Cost Lines 1-25, ALT #1 – $60,622.14


402 Martin Luther King Jr St
Georgetown, Texas
WILLIAMSON COUNTY
JUSTICE CENTER
405
AES
Allied Electric Services, Inc.
To Existing Pole Feed
Demo Flood
LGHT #1
Pole Base #1
FedEx
FedEx


404 Martin Luther King Jr St
Georgetown, Texas
AES
Allied Electric Services, Inc.
To Existing Pole Feed
Demo Flood
LGHT #1
Demo Flood
LGHT #2
Pole Base #1
Pole Base #2
LAW ENFORCEMENT ONLY
Google
Clear search results


408 Martin Luther King Jr St
Georgetown, Texas
AES
Allied Electric Services, Inc.
Demo Flood LGHT #2
Demo Flood LGHT #3
Demo Flood LGHT #4
Pole Base #2
Pole Base #3
LAW ENFORCEMENT ONLY
Google
Clear search results


408 Martin Luther King Jr St
Georgetown, Texas
AES
Allied Electric Services, Inc.
Demo Flood LGHT #2
Demo Flood LGHT #3
Demo Flood LGHT #4
Pole Base #3
Pole Base #4
Google
Clear search results


408 Martin Luther King Jr St
Georgetown, Texas
AES
Allied Electric Services, Inc.
Demo Flood
LGHT #3
Demo Flood
LGHT #4
Pole Base #5
Google
Clear search results

Georgetown, Texas
AES
Allied Electric Services, Inc.
DECO Pole Base
Pole Base #1
Demo Bollard #1
Demo Bollard #2
30’ Pole Bases
Pole Base #2
Demo Bollard #3
Demo Bollard #4
30’ Pole Bases
Pole Base #3
TO Existing DECO Pole Bases (x4)
“Existing HR Conduit
“Existing HR Conduit
Google
Clear search results

WILLIAMSON COUNTY FACILITIES MINIMUM DESIGN SPECIFICATIONS

DIVISION	ITEM	DESCRIPTION
ACCESS CONTROL		
	CARD READERS	Where card readers are installed, use multi-class card readers which are compatible with Wilco's software/hardware.
	DOOR HARDWARE	Locksets should be heavy duty cylindrical style with figure-8 style IC core and a 7 pin combination configuration.
		Lockset/Handle Finishes should be brushed stainless (brushed nickel)
		No Piano Hinges on Doors
		Key boxes & specefic key box for elevator(s)
ELECTRICAL		
	WIRING	All electrical wire to be installed in hard pipe conduit, except for fixture whips, which should have a maximum length of 6'.
		All feeders and branch circuits shall be installed in EMT, IC, or Rigid conduit unless specifically noted in these specifications.
		No MC cable will be used unless specifically approved.
	FIXTURES	LED fixtures or equivalent energy use.
		all fixtures installed in acoustical ceilings shall have a minimum of two independent support hangers tied to structure.
	LIGHTING MOUNTS	No Tapcon masonry mounts since the fixtures are likely to pull-out of masonry walls
	LIGHTING CONTROLS	Acuity - Schedule lighting scene programming 30-days after Occupant move-in.
	EXTERIOR LIGHTING	No photocells - Lighting should be run off a separate ZN card and automated logic controlled with updated graphics
		Light poles anywhere near vehicle areas must be set on concrete base 36-in high to prevent vehicle damage.
	AS-BUILT PLANS	Must include conduit pathways and sizes, j-box locations and sizes, and circuitry
		Label ceiling grid for concealed electrical disconnects
FIRE PROTECTION		
	FIRE ALARM	Existing Buildings with Simplex - use Simplex products
		New Buildings or Exist Buildings without Simplex - use Silent Night (non propietary E.g. Farenhyt)
		CO detectors, if required, shall be located in the interior of the building, in the occupied space being monitored. No CO duct detectors allowed.
		Building that are being expanded (added onto), shall expand on the existing system using only system compatible equipment by manufucturer.
		Wireless dialer will be used for notification to monitoring company - No POTS lines and will be set up with JCI monitoring.
		Supply facilities fire systems specialist with fire panel program and all passcode levels.
		Fire Alarm panel/room must have internet connectivity
	PLANS	Update whole building plans (digital) and coordinate update of fire panel info and device labeling
	SPRINKLER	All saddle tap connections require the removed tab to be hung beneath the tap created. Hanging with wire is acceptable.
GENERAL		
	ADA	Meets all current ADA Standards.
	CODE COMPLIANCE	Meets Wilco Adoped Codes
	TRAINING	Provide training for specialty systems/items
INTERIORS		
	SOUND BATTS	Install sound batting at office and meeting room walls and ceilings regardless of the quantity or type of building envelope insulation or deck insulation.
	CEILINGS	Sound deadening Accoustical Tile, not light weight foam type.
		Label ceiling grid for concealed equipment locations including all electrical disconnects, water valves, HVAC equipment etc.
	RESTROOM PARTITIONS	No laminate surfaces allowed
	RESTROOM MIRRORS	Frameless type. DO NOT butt to counter or backsplash below.
IT		
	DHCP COMPLAINT	Dynamic Host Client Protocol compliant controllers for all devices connected to Wilco IT systems
LANDSCAPING		
	PLANT SELECTION	Use only low water native and adaptive plants. Small turf areas. Overdesign for pedestrian traffic.
	IRRIGATION	Irrigated areas should be kept to a minimum and overall irrigation should be kept to a minimum.

	IRRIGATION CONTROLS	Irrigation that is installed should have controls that are compatible with Wilco's existing automated control and monitoring software/hardware
	DESIGN	Concrete walk around building perimeter. No grass at edge of building. No small turf islands, use mulching materials instead.
		No shade trees to interfere with signage, lighting or utilities.
MAINTENANCE		
	FACILITIES CLOSET	All buildings should include a maintenance closet with storage space for such items as touch-up paint, spare lamps, spare ceiling tile,
		spare carpet tiles, ladders, etc.
	JANITORIAL CLOSET	All buildings should include a mop sink closet with storage space for cleaning supplies on shelving and space for rolling carts/mop buckets.
	RESTROOM ACCESSORIES	Automatic hand dryers at restrooms.
		Double roll S.S. toilet paper dispensers, multi-fold towel dispensers, hand dryers provided by Wilco contract provider
MECHANICAL		
	FILTER	2" filter racks at any air handler filter location.
		Advanced photo-catalytic oxidation type filtration.
	MAINTENANCE ACCESS	Place all units to allow for ground level maintenance and filter changes. If above ceiling installation is necessary, then install access doors.
		Avoid the necessity of ceiling tile removal to do maintenance. Use items such as catwalks if necessary for ease of maintenance.
	DUCT	All duct should be hard metal duct with exterior insulation, except for register drops can be flex if necessary.
	LOW AMBIENT	Install low ambient kits on all DX, RTU's, etc. to allow for humidity control in cold weather conditions.
	CONTROLS	Controls should be compatible with Wilco's existing automated controls software/hardware.
		Update automated logic graphics and zones (including floor plan graphics)
		Exhaust fans need CT's and automated logic graphic
		Mini splits need bacnet capability or ZN card and automated logic graphic
		(see exterior lighting) No HVAC controls on lighting ZN cards
	C.O. DUCT DETECTOR	Should not be powered by RTU. This allows maintenance to shutdown HVAC without setting off fire alarm.
	SOUND ISSUES	All open-air (open-plenum) areas should be designed with effective sound deadening boots at all return air grills entering office or meeting type space
	LABELING	Label ceiling grid for concealed HVAC equipment.
PAINTING		
	PREP	
	PRIME	
	APPLICATION	
	INTERIOR WALLS	Use only wilco standard colors and materials, DO NOT color-match
PLUMBING		
	LAYOUT	No pluming walls for restrooms on exterior envelope of buildings
	FIXTURES	Automatic (touch-less): toilets, lavatory fixtures.
		Provide plumbing for in-line filtration at all ice-maker locations
	TRAP PRIMERS	Use threaded connection supply-off of inverted "Y" on lavatory tailpipe
	HOSE BIBS	Specify only freeze-proof hose bibs & inimize
		No exterior hosebibs built into building exterior. Use only in-ground quick-connect
	ICE MACHINES	Locate multi-stage/ multi -cartridge commercial filter for easy maintenance access at each ice machine
	LABELING	Label ceiling grid for concealed equipment locations of water valves
ROOFS		
	ACCESS	If equipment is installed on roof, access should include at a minimum, a roof hatch for access, preferably with a permanently installed access ladder
	EQUIPMENT LIFTS	Provide cranes in accessible locations to lift repair equipment where rooftop equipment is installed (meet OSHA & ANSI standards)
	WALKWAY MATS	Fully-adhered walkway mats from roof access points to mechanical maintnenance access location for roof top units.
	SOLAR	Design roof structure with the capacity to support future solar panel installation.
STRUCTURAL		

	ENVELOPE	Building envelope should be weather tight.
	STUDS	All stud walls should be a minimum 20 GA material unless AE suggests otherwise

WAREHOUSE / GARAGE / SHOPS		
	ORIENTATION	Building orientation should be such that the overhead doors face North and South to allow for prevailing wind ventilation and/or install large exhaust fans for mechanical ventilation.
	SAFETY/HEALTH	Hand wash sink, eyewash stations, water fountain, ice machine floor drain.

EXHIBIT C

Williamson County
Vendor Reimbursement Policy

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

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

1. Invoices and Affidavits

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

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

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

2. Travel Reimbursement

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

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

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

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

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

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

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

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

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

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

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

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

3. Meals

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

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

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

3.4 County will not reimburse for alcoholic beverages.

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

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

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

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

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

5. Airfare

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

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

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

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

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

6. Car Rental

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

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

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

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

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

6.6 Insurance purchased when renting vehicle may also be reimbursed.

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

7. Personal Car Usage

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

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

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)
7.2.1.5 Correspondence that verifies business purpose of the expense

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

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

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

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

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

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

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

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

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

8. Other Expenses

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

9. Repayment of Non-reimbursable Expense.

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

10. Non-Reimbursable Expenses

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

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants

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

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:
2024-1233410

Date Filed:
10/31/2024

Date Acknowledged:

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

Allied Electric Services, Inc.
Georgetown, TX United States

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

Williamson County Facilities

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 - Exterior Lighting
CJC - Exterior Lighting

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 Paige Paul, and my date of birth is [redacted].

My address is [redacted] (street), [redacted] (city), Tx (state), 78626 (zip code), USA (country).

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

Executed in Williamson County, State of Texas, on the 31st 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:
2024-1233410

Date Filed:
10/31/2024

Date Acknowledged:
10/31/2024

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

Allied Electric Services, Inc.
Georgetown, TX United States

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

Williamson County Facilities

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 - Exterior Lighting
CJC - Exterior Lighting

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 **26.**

Meeting Date: 11/19/2024

Approval of Agreement for Justice Center North Boiler Replacements with The Brandt Company, LLC 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 purchase and construction contract #202561 between The Brandt Company, LLC and Williamson County for Justice Center North Boiler Replacements, in the amount of Sixty-Five Thousand, Six Hundred Forty-Three Dollars ($65,643.00), pursuant to Choice Partners – Contract Number #CSP -22-049MF and execution of the agreement.

Background

This agreement is for the Justice Center North Boiler Replacements located at 405 MLK Jr St, Georgetown, TX. Contract Audit and General Counsel have reviewed the documentation. The detailed Scope of Work is attached. The funding source is 01.0100.0509.004510 and the point of contact is Christy Matoska.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement for Construction Services

Form 1295 The Brandt Co, LLC complete

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	11/13/2024 04:34 PM
County Judge Exec Asst.	Becky Pruitt	11/14/2024 08:18 AM
Form Started By: Johnny Grimaldo		Started On: 11/04/2024 09:36 AM
Final Approval Date: 11/14/2024		

Agreement for Construction Services

(Cooperative Contract #CSP-22-049MF)

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and The Brandt Companies, LLC ("Contractor") is entered into in accordance with the following terms and conditions:

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

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the sum of **Sixty-Five Thousand, Six Hundred Forty-Three dollars ($65,643.)** in accordance with the terms and conditions of this Agreement.

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

ARTICLE 4 CONTRACT TIME:

4.1 Contractor shall commence the Work upon instruction to do so from the Owner and shall achieve Substantial Completion within **One Hundred Thirty (130) calendar days** from the date the Work is commenced; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Unless otherwise specified in writing, Contractor shall achieve Final Completion within **thirty (30) calendar days of Substantial Completion**. Owner shall determine when the Project has been fully and finally completed to its satisfaction. The time set forth for completion of the work is an essential element of the Agreement.

4.2 Liquidated Damages.

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

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

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

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

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

ARTICLE 5 PAYMENT:

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

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

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

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

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

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

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

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

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

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

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

COVERAGE	PER OCCURRENCE
Commercial	

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

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

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

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

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

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

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

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

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

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

6.5.2 Workers' Compensation Insurance Coverage:

1. Definitions:

   (a) Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.
   (b) Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project has been completed and accepted by the Owner.
   (c) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).
   (d) Persons providing services on the Project ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

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

(a.) a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and
(b.) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

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

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

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

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

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

affects the provision of coverage of any person providing services on the Project; and

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

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

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

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

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

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

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

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

6.5.8 Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or

revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

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

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

ARTICLE 7 INDEMNITY:

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

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

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

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

ARTICLE 8 WARRANTY:

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

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

ARTICLE 9 PREVAILING WAGE RATE:

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 10 BONDS:

10.1 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 and the requirements set forth in the Agreement.

10.2 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 and the requirements set forth in the Agreement.

10.3 Warranty Bond. Upon Final Completion, 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 the Agreement.

ARTICLE 11 TERMINATION OR SUSPENSION OF THE AGREEMENT

11.1 Termination by Contractor

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

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

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

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

11.2 Termination by the Owner for Cause

11.2.1 The Owner may terminate the Agreement if the Contractor:

11.2.1.1 Fails to commence the Work in accordance with the provisions of the Agreement;

11.2.1.2 Fails to prosecute the Work to completion thereof in a diligent, efficient, timely, workmanlike, skillful and careful manner and in strict accordance with the provisions of the Agreement;

11.2.1.3 Fails to use an adequate amount or quality of personnel or equipment to complete the Work without undue delay;

11.2.1.4 Fails to perform any of its obligations under the Agreement;

11.2.1.5 Fails to make prompt payments when due to its Subcontractors and Suppliers, or as required by **Texas Government Code, Chapter 2251**;

11.2.1.6 Files any petition or other pleading seeking any relief under any provisions of the Federal Bankruptcy Act, as amended, or any other federal or state statute or law providing for reorganization of debts or other relief from creditors, permits a receiver or other person to be appointed on account of its insolvency or financial condition, or becomes insolvent;

11.2.1.7 Creates any situation or state of facts which would authorize or permit an involuntary petition in bankruptcy to be filed against Contractor; or

11.2.1.8 Has not met or in Owner's opinion will not meet the dates of Substantial Completion set forth in the Agreement.

11.2.2 When any of the reasons under **Paragraph 11.2.1** exist, the Owner, in its sole and absolute discretion, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, **thirty (30) calendar days** written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety, exclude

the Contractor from the Project site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor; accept assignment of subcontracts of Contractors subcontractors; and finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

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

11.2.4 If the unpaid balance of the Contract Price exceeds costs of finishing the Work, including compensation for expenses made necessary thereby, and other damages and costs incurred by the Owner in finishing the Work and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

11.3 Suspension by the Owner for Convenience

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

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

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

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

11.4 Termination by the Owner for Convenience

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

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

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

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

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

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

ARTICLE 12 MISCELLANEOUS PROVISIONS:

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

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

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

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

12.4 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County where the Project is located shall be the sole place

of venue for any legal action arising from or related to this Agreement or the Project in which the Owner is a party.

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

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

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

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

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

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

12.11 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of

governmental functions or services must make those payments from current revenues available to the paying party.

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

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

The following documents shall comprise the Contract Documents:

1. This Agreement between County and Contractor;
2. Exhibit "A" – Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Agreement;
4. Cooperative Contract #CSP-22-049MF; and
5. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

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

1. This Agreement between County and Contractor;
2. Exhibit "A" – Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Agreement;
4. Cooperative Contract #CSP-22-049MF; and
5. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

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

OWNER:	**CONTRACTOR:**
WILLIAMSON COUNTY, TEXAS, a political subdivision of the state of Texas	The Brandt Companies, LLC
By: _____	By:
Printed Name: _____	Printed Name: Danny Kelsey
Title: _____	Title: Service Operations Manager
Date: _____	Date: 11/1/2024

Exhibit "A"

Plans and Specifications

Work to be performed at: Williamson County Justice Center – North Boiler
405 MLK, Georgetown, TX

Scope of Work:
Total Cost: $65,643.00

1. Labor, material, and equipment to (1) Boiler with the below per Owner request:
    - Lochinvar FTX Cond Boiler 725K BTU(Lead time)
        - Natural Gas
        - Gas Boiler 98% thermal efficiency with 7: 1 modulating burner firing.
        - Heavy-duty gasket less heat exchanger.
        - Low Water Cut Off, Probe Type w/Manual Reset & Test.
        - ASME Stainless Steel FireTube Heat Exchanger
        - Outdoor Reset w/Sensor.
    - Opera 6002-B CO with Time Delay Relay
    - Condensate Neutralization Kit
2. The following work will be performed on regular time.
3. Demo and scrap of existing HHW Boiler equipment being replaced.
4. Remove and disconnect HHW piping to the equipment being replaced.
5. Remove and disconnect Plumbing to the equipment being replaced.
6. Remove and disconnect Electrical to the equipment being replaced.
7. Rework and modifications to /HHW Piping only as required.
    - Provide and install new HHW piping for newly installed equipment.
    - Piping to match existing copper with propress fittings.
8. Rework and modifications to Plumbing piping only as required.
    - Provide and install new piping from newly installed boiler to newly install neutralizer.
    - Provide and install new relief piping from the newly installed boiler to the closest drain.
    - Install new gas regulator per manufacturer recommendation.
    - Piping to match existing copper with propress fittings.
9. Rework and modifications to Electrical as follows:
    - Provide and install conduit and wire for power for a new CO monitor in the boiler room.
    - Installation of the new CO monitor.
    - Provide and install conduit and control wire from the new CO monitor to each new boiler. Control wire terminations by others.
    - Terminate all power conductors, and torque to manufacturer specifications, energize, and check for proper voltage and rotation if needed.
    - Disconnect electrical power from (3) existing boilers and make them safe. Existing power will be reused and reconnected once the new boilers are installed.
10. Reuse of existing equipment housekeeping pad.
11. Factory equipment start-up, Commissioning, Warranty and Owner-training.
12. Insulate all newly installed HHW piping for the newly installed HHW boiler. Insulate all exposed HHW piping, valves, and fitting on existing (2) HHW boilers per Owner request. Insulation to match existing fiberglass insulation.
13. Fresh water flushing of newly installed piping.

14. Haul-off of demolition, debris, or trash offsite.
15. Permit and License Fees if required.
16. Payment and Performance Bonds.

SUMMARY PRICING:
RS Means Total: $ 66,895
Total W/Coefficient (0.85 RS Means): $ 57,532
Payment & Performance Bond: $ 553
Total Sale Price (less Tax): $ 57,413
- Add for Installation of (1) pot feeder and provide (36) spare filter bags: $ 8,230

I **EXCLUSIONS**:
- Sales or Remodel Taxes.
- Overtime or after-hours work.
- Replacement of HHW Boiler motorized isolation valve.
- Provide or replacement of HHW isolation valves.
- Provide or replace electrical breakers and disconnects.
- Removal and replacement of gypsum or lay-in ceilings for access to work areas.
- Relocation of furniture, equipment, or personnel for access to work areas.
- Fire or Fire/Smoke Dampers.
- Smoke detectors, sensors, strobes, wiring or interface with Fire Alarm system.
- Temporary utilities or spot cooling/heating during construction.
- Chemical Water Treatment for hydronic piping systems.
- Installation of barricades or plastic sheeting for safety, noise, or dust control.
- Concrete housekeeping pads for equipment.
- HVAC-DDC Building Automation Controls.
- Installation of heat tracing for exposed piping.
- Architectural louvers or access panels.
- Payment application fees, if required for electronic submission.
- Medical Testing or Training, Badging, Security, Background Checks or Parking Fees.
- Cleaning existing air devices.
- Protecting existing air devices during construction.
- Mechanical, Electrical or Structural Engineering services.
- BIM or 3D Modeling Coordination.
- Any lightning protection scope.
- Maintenance, Warranty, or repairs to existing equipment.
- Repairs due to existing Code violations.
- Saw-cutting, core drilling or block-outs for piping and duct penetrations.
- Concrete patching, pour-back or grouting of cored holes or saw-cut trenches.
- Patching, painting or touch-up of any floors, walls, or ceilings.
- Architectural caulking of floor, wall, or ceiling penetrations.
- Roof penetrations and/or any roof patching, sealing, flashings, or repairs.
- Any added Structural support required for new HVAC equipment.
- Cleaning of existing ductwork.
- Indoor Air Quality Management or Testing.
- Painting or priming of equipment, fixtures, ductwork, or piping.
- Fire Protection piping, smoke or heat detectors, and alarms.
- Sterilization or chlorination of domestic water systems.

- Roof drains, storm drain piping, scuppers, gutters, and downspouts.
- Asbestos and mold testing, removal, or remediation.

II **CLARIFICATIONS**:

- If any isolation valves don't hold during shutdown, work will need to be rescheduled. Replacement of valves will be done at an additional cost.
- Owner has advised Contractor motorized isolation valve for HHW boiler being replaced doesn't work. Contractor and boiler manufacturer has recommended to the Owner to have replaced. Owner has decided to not replace at current time. Contractor will not be responsible for performance or mechanical issues to newly installed boiler due to existing HHW boiler components not operating.
- A shutdown of gas systems in the boiler room may be required for gas piping modifications to install a new gas regulator.
- The Work includes performing welding joint connects per ASME B31.9 standards. Any changes to joint connections to meet alternate specs will be at an additional cost.
- Contractor assumes the Owner has a valid existing asbestos survey, and there are no VOC elements related to this scope of work.
- The Work includes performing welding joint connects per ASME B31.9 standards. Any changes to joint connections to meet alternate specs will be at an additional cost.
- Any lead times shown start from time of approved submittals and are subject to change.
- The Work is based on preliminary engineering design. If final engineering and design results in changes to equipment selections, mechanical plans, plumbing plans and or electrical plans additional cost may be incurred.
- **The Work is based on drawings as provided; mechanical changes could impact existing building HVAC systems including balance. In some cases, Contractor recommends a pre-construction TAB profile to proactively identify potential issues. Additional TAB procedures needed for HVAC systems not specified in the Contract after construction could incur additional cost.**
- Contractor will promptly submit pricing for any changes, modifications, or additions to the scope of work set out in this Contract. Contractor will not be required to proceed with any changed/additional/modified work until it receives a signed change order at a mutually agreed upon price. If Contractor is directed to proceed and time is of the essence, Contractor will only be required to perform the changed/additional/modified work upon receiving a signed "time and materials" work order. The cost and Contractor's fee for this T&M work may be billed during the billing period in which the work is performed and will be due and paid within 30 days.

Exhibit A - Jail N. Boiler Pictures

EXIT
CO Sensor to be placed here

MIN RV CAPACITY
726.00
LB/HR
MFG SN16.PGT700.110.0461
YR 16
REPORT ALL SERIOUS ACCIDENTS TO:
TEXAS DEPARTMENT OF LICENSING AND REGULATION
TX 271161
CHIEF BOILER INSPECTOR
P.O. BOX 12157 • AUSTIN, TEXAS 78711

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: [redacted]

Date Filed: 11/01/2024

Date Acknowledged:

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

The Brandt Companies, LLC.
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.

CSP-22-049MF
Williamson County Justice Center, North Boiler, 405 MLK, Georgetown, TX

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 Danny Kelsey, and my date of birth is [redacted].

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

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

Executed in Williamson County, State of Texas, on the 1 day of Nov. (month), 2024 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1234051

Date Filed:
11/01/2024

Date Acknowledged:
11/04/2024

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

The Brandt Companies, LLC.
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.

CSP-22-049MF
Williamson County Justice Center, North Boiler, 405 MLK, Georgetown, TX

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 **27.**

Meeting Date: 11/19/2024

Approval of Construction Agreement with The Brandt Company, LLC for Jail North Rooftop Toilet Exhaust Fan Replacement 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 construction contract #202567 between The Brandt Company, LLC and Williamson County for Jail North Rooftop Toilet Exhaust Fan Replacement, in the amount of Forty-Three Thousand Seven Hundred Twenty-Three and No/100 Dollars ($43,723.00), pursuant to Choice Partners – Contract Number #CSP -22-049MF and execution of the agreement.

Background

This is for Jail North Rooftop Toilet Exhaust Fan Replacement, 508 Rock St, Georgetown, TX. Contract Audit and General Counsel have reviewed the documentation. A detailed Scope of Work is attached. The funding source is 01.0100.1008.004509 and the point of contact is Gretchen Glenn.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement for Construction Service

Form 1295 The Brandt Company Complete

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	11/14/2024 08:40 AM
County Judge Exec Asst.	Becky Pruitt	11/14/2024 09:27 AM
Form Started By: Johnny Grimaldo		Started On: 11/08/2024 09:20 AM
Final Approval Date: 11/14/2024		

Agreement for Construction Services

(Cooperative Contract #CSP-22-049MF)

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and The Brandt Companies, LLC ("Contractor") is entered into in accordance with the following terms and conditions:

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

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the sum of **Forty-Three Thousand, Seven Hundred Twenty-Three and No/100 Dollars ($ 43,723.00)** 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 plans and specifications attached hereto as **Exhibit "A"**, as well as any revisions made thereto.

ARTICLE 4 CONTRACT TIME:

4.1 Contractor shall commence the Work upon instruction to do so from the Owner and shall achieve Substantial Completion within **Six (6) calendar days** from the date the Work is commenced; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Unless otherwise specified in writing, Contractor shall achieve Final Completion within **Thirty (30) calendar days of Substantial Completion**. Owner shall determine when the Project has been fully and finally completed to its satisfaction. The time set forth for completion of the work is an essential element of the Agreement.

4.2 Liquidated Damages.

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

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

4.2.1 Subject to the other terms and conditions herein, if Substantial Completion is not achieved by the date specified above or by such date to which the Contract Time may be extended, the Contract Price shall be reduced by **Five hundred and No/100 Dollars ($ 500) per calendar day** as liquidated damages and not as a penalty, until the date of Substantial Completion. Force majeure shall apply relative to both rain/snow delays (acts of nature) and/or supply delays over which Contractor has no control, and such force majeure delays shall not be subject to such reduction of the Contract Price.

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

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

ARTICLE 5 PAYMENT:

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

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

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

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

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

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

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

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

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

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

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

COVERAGE	PER OCCURRENCE
Commercial	

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

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

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

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

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

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

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

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

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

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

6.5.2 Workers' Compensation Insurance Coverage:

1. Definitions:

   (a) Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.
   (b) Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project has been completed and accepted by the Owner.
   (c) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).
   (d) Persons providing services on the Project ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

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

(a.) a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and
(b.) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

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

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

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

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

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

affects the provision of coverage of any person providing services on the Project; and

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

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

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

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

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

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

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

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

6.5.8 Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or

revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

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

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

ARTICLE 7 INDEMNITY:

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

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

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

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

ARTICLE 8 WARRANTY:

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

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

ARTICLE 9 PREVAILING WAGE RATE:

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 10 BONDS:

10.1 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 and the requirements set forth in the Agreement.

10.2 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 and the requirements set forth in the Agreement.

10.3 Warranty Bond. Upon Final Completion, 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 the Agreement.

ARTICLE 11 TERMINATION OR SUSPENSION OF THE AGREEMENT

11.1 Termination by Contractor

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

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

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

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

11.2 Termination by the Owner for Cause

11.2.1 The Owner may terminate the Agreement if the Contractor:

11.2.1.1 Fails to commence the Work in accordance with the provisions of the Agreement;

11.2.1.2 Fails to prosecute the Work to completion thereof in a diligent, efficient, timely, workmanlike, skillful and careful manner and in strict accordance with the provisions of the Agreement;

11.2.1.3 Fails to use an adequate amount or quality of personnel or equipment to complete the Work without undue delay;

11.2.1.4 Fails to perform any of its obligations under the Agreement;

11.2.1.5 Fails to make prompt payments when due to its Subcontractors and Suppliers, or as required by **Texas Government Code, Chapter 2251**;

11.2.1.6 Files any petition or other pleading seeking any relief under any provisions of the Federal Bankruptcy Act, as amended, or any other federal or state statute or law providing for reorganization of debts or other relief from creditors, permits a receiver or other person to be appointed on account of its insolvency or financial condition, or becomes insolvent;

11.2.1.7 Creates any situation or state of facts which would authorize or permit an involuntary petition in bankruptcy to be filed against Contractor; or

11.2.1.8 Has not met or in Owner's opinion will not meet the dates of Substantial Completion set forth in the Agreement.

11.2.2 When any of the reasons under **Paragraph 11.2.1** exist, the Owner, in its sole and absolute discretion, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, **thirty (30) calendar days** written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety, exclude

the Contractor from the Project site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor; accept assignment of subcontracts of Contractors subcontractors; and finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

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

11.2.4 If the unpaid balance of the Contract Price exceeds costs of finishing the Work, including compensation for expenses made necessary thereby, and other damages and costs incurred by the Owner in finishing the Work and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

11.3 Suspension by the Owner for Convenience

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

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

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

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

11.4 Termination by the Owner for Convenience

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

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

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

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

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

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

ARTICLE 12 MISCELLANEOUS PROVISIONS:

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

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

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

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

12.4 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County, Texas where the Project is located shall be the

sole place of venue for any legal action arising from or related to this Agreement or the Project in which the Owner is a party.

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

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

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

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

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

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

12.11 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of

governmental functions or services must make those payments from current revenues available to the paying party.

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

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

The following documents shall comprise the Contract Documents:

1. This Agreement between Owner and Contractor;
2. Exhibit "A" – Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Agreement;
4. Cooperative Contract #CSP-22-049MF; and
5. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

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

1. This Agreement between Owner and Contractor;
2. Exhibit "A" – Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Agreement;
4. Cooperative Contract #CSP-22-049MF; and
5. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

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

OWNER:	**CONTRACTOR:**
WILLIAMSON COUNTY, TEXAS, a political subdivision of the state of Texas	The Brandt Companies, LLC
By: _____	By: _____
Printed Name: _____	Printed Name: Danny Kelsey
Title: _____	Title: Svc. Ops. Mgr.
Date: _____	Date: 10/31/2024

Exhibit "A"

Plans and Specifications

Jail North Rooftop Toilet Exhaust Fan Replacement, 508 Rock Street, Georgetown, Tx 78626
Brandt Companies, LLC

SCOPE OF WORK:

1. **Labor, material, and equipment to replace (15) Exhaust Fans TEF 4.5,4.4, 3.4, 3.5,3.6, 3.3, 4.3, 4.2, 3.2, 4.1, 3.1, 3.8, 4.8, 4.7,3.7, and EF with the below per customer request:**
   - **A. (15) Greenheck Exhaust Fans Model G-099-VG**
     - **120V/1 - 1/4HP EC motor**
     - **dial speed controller**
     - **NEMA 1 disconnect**
     - **bird screen, and**
     - **12"x12" loose backdraft dampers to fit in the existing curb.**
   - **B. (1) EF Roof mounted fan Model G-080-VG**
     - **120V/1 - 1/10HP EC motor**
     - **dial speed controller**
     - **NEMA 1 disconnect**
     - **bird screen**
     - **10"x10" loose backdraft dampers to fit in the existing curb.**
   - **C. (15) TEF Fan Curb adaptors.**
2. **The following work will be performed on regular time.**
3. **Demo and scrap of existing Exhaust fans being replaced.**
4. **Disconnect and remove Electrical to exhaust fans being replaced.**
5. **Disconnect and remove Lightening Protection to exhaust fans being replaced.**
6. **Remove and replace back draft dampers to exhaust fans being replaced only as required**
7. **Rework and modifications to Electrical as follows:**
   - **Trace the circuits for the existing exhaust fans, use lock out/ tag out (14 units).**
   - **Reconnect the electric to the factory provided service disconnects.**
   - **Remove LO/TO and verify voltages.**
8. **Reinstall lightning protection to newly installed exhaust fans.**
9. **HVAC equipment start-up, Commissioning, Warranty and Owner-training.**
10. **Haul-off of demolition, debris, or trash offsite.**
11. **Payment or Performance Bonds.**

EXCLUSIONS:

1. **Sales or Remodel Taxes.**
2. **HVAC-DDC Building Automation Controls.**
3. **HVAC Test & Balance.**
4. **Liquidated or consequential damages.**
5. **Fees if customer will pay via credit card, please contact Contractor if this is desired for a non-marked up ADD.**
6. **Payment application fees, if required for electronic submission.**
7. **Medical Testing or Training, Badging, Security, Background Checks or Parking Fees.**
8. **Cleaning existing air devices.**
9. **Protecting existing air devices during construction.**
10. **Mechanical, Electrical or Structural Engineering services.**
11. **BIM or 3D Modeling Coordination.**
12. **Maintenance, Warranty, or repairs to existing equipment.**
13. **Repairs due to existing Code violations.**
14. **Removal and replacement of gypsum or lay-in ceilings for access to work areas.**
15. **Relocation of furniture, equipment, or personnel for access to work areas.**
16. **Installation of barricades or plastic sheeting for safety, noise, or dust control.**
17. **Saw-cutting, core drilling or block-outs for piping and duct penetrations.**
18. **Concrete patching, pour-back or grouting of cored holes or saw-cut trenches.**
19. **Patching, painting or touch-up of any floors, walls, or ceilings.**
20. **Architectural caulking of floor, wall, or ceiling penetrations.**
21. **Roof penetrations and/or any roof patching, sealing, flashings, or repairs.**
22. **Any added Structural support required for new HVAC equipment.**
23. **HVAC-DDC Building Automation Controls.**
24. **Fire or Fire/Smoke Dampers, except where shown on Mechanical Drawings.**
25. **Smoke detectors, sensors, strobes, wiring or interface with Fire Alarm system.**
26. **Cleaning of existing ductwork.**
27. **Fire Protection piping, smoke or heat detectors, and alarms.**
28. **Sterilization or chlorination of domestic water systems.**
29. **Roof drains, storm drain piping, scuppers, gutters, and downspouts.**
30. **Asbestos and mold testing, removal, or remediation.**

CLARIFICATIONS:

1. **Contractor assumes the customer has a valid existing asbestos survey, and there are no VOC elements related to this scope of work.**
2. **Any lead times shown start from time of approved submittals and are subject to change.**
3. **This proposal is based on preliminary engineering design. If final engineering and design results in changes to equipment selections, mechanical plans, plumbing plans and or electrical plans additional cost may be incurred.**
4. **This Plans and Specifications is based on drawings as provided; mechanical changes could impact existing building HVAC systems including balance. In some cases, Contractor recommends a pre-construction TAB profile to proactively identify potential issues. Additional TAB procedures needed for HVAC systems not specified in Plans and Specifications after construction could incur additional cost.**

5. **Contractor will promptly submit pricing for any changes, modifications, or additions to the scope of work set out in this Plans and Specifications. Contractor will not be required to proceed with any changed/additional/modified work until it receives a signed change order at a mutually agreed upon price. If Contractor is directed to proceed and time is of the essence, Contractor will only be required to perform the changed/additional/modified work upon receiving a signed "time and materials" work order. The cost and Contractor's fee for this T&M work may be billed during the billing period in which the work is performed and will be due and paid within 30 days. This provision is incorporated by reference into the Agreement and supersedes any provision to the contrary in the Agreement.**

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:
2024-1233200

Date Filed:
10/30/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
The Brandt
Georgetown, TX United States

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

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.
CSP-22-049MF
Jail North Rooftop Toilet Exhaust Fan Replacement- Trade Services: HVAC, Electrical

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 Danny Kelsey, and my date of birth is [redacted].

My address is [redacted] (street) (city) TX (state) 78628 (zip code) Williamson (country)

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

Executed in Travis County, State of Texas, on the 30 day of October (month), 2024 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1233200

Date Filed:
10/30/2024

Date Acknowledged:
11/12/2024

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

The Brandt
Georgetown, TX United States

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

Williamson County- Jail North

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.

CSP-22-049MF
Jail North Rooftop Toilet Exhaust Fan Replacement- Trade Services: HVAC, Electrical

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 **28.**

Meeting Date: 11/19/2024

Approval of Construction Agreement with The Brandt Company, LLC for Jail North HVAC Coil Replacement 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 purchase and construction contract #202568 between The Brandt Company, LLC and Williamson County for Jail North HVAC Coil Replacement, in the amount of Seventy-Eight Thousand, Eight Hundred Fifty-Six and Eighty-Two/100 Dollars ($78,856.82), pursuant to Choice Partners – Contract Number #CSP -22-049MF and execution of the agreement.

Background

This agreement is for Jail North HVAC Coil Replacement, 508 Rock St, Georgetown, TX. Detailed Scope of Work is attached. The funding source is 01.0100.1008.004509, Origination ID 1502, and the point of contact is Gretchen Glenn.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement for Construction Service

Form 1295 The Brandt Company complete

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	11/14/2024 09:59 AM
County Judge Exec Asst.	Becky Pruitt	11/14/2024 10:01 AM
Form Started By: Johnny Grimaldo		Started On: 11/08/2024 11:55 AM
Final Approval Date: 11/14/2024		

Agreement for Construction Services

(Cooperative Contract #CSP-22-049MF)

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and The Brandt Companies, LLC ("Contractor") is entered into in accordance with the following terms and conditions:

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

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the sum of **Seventy-Eight Thousand, Eight Hundred Fifty-Six and Eighty-Two/100 Dollars ($ 78,856.82)** in accordance with the terms and conditions of this Agreement.

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

ARTICLE 4 CONTRACT TIME:

4.1 Contractor shall commence the Work upon instruction to do so from the Owner and shall achieve Substantial Completion within **Twelve (12) calendar days** from the date the Work is commenced; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Unless otherwise specified in writing, Contractor shall achieve Final Completion within **Thirty (30) calendar days of Substantial Completion**. Owner shall determine when the Project has been fully and finally completed to its satisfaction. The time set forth for completion of the work is an essential element of the Agreement.

4.2 Liquidated Damages.

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

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

4.2.1 Subject to the other terms and conditions herein, if Substantial Completion is not achieved by the date specified above or by such date to which the Contract Time may be extended, the Contract Price shall be reduced by **Five Hundred and no/100 Dollars ($500) per calendar day** as liquidated damages and not as a penalty, until the date of Substantial Completion. Force majeure shall apply relative to both rain/snow delays (acts of nature) and/or supply delays over which Contractor has no control, and such force majeure delays shall not be subject to such reduction of the Contract Price.

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

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

ARTICLE 5 PAYMENT:

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

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

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

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

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

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

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

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

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

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

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

COVERAGE	PER OCCURRENCE
Commercial	

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

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

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

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

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

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

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

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

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

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

6.5.2 Workers' Compensation Insurance Coverage:

1. Definitions:

   (a) Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.
   (b) Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project has been completed and accepted by the Owner.
   (c) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).
   (d) Persons providing services on the Project ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

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

(a.) a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and
(b.) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

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

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

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

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

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

affects the provision of coverage of any person providing services on the Project; and

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

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

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

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

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

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

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

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

6.5.8 Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or

revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

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

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

ARTICLE 7 INDEMNITY:

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

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

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

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

ARTICLE 8 WARRANTY:

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

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

ARTICLE 9 PREVAILING WAGE RATE:

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 10 BONDS:

10.1 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 and the requirements set forth in the Agreement.

10.2 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 and the requirements set forth in the Agreement.

10.3 Warranty Bond. Upon Final Completion, 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 the Agreement.

ARTICLE 11 TERMINATION OR SUSPENSION OF THE AGREEMENT

11.1 Termination by Contractor

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

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

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

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

11.2 Termination by the Owner for Cause

11.2.1 The Owner may terminate the Agreement if the Contractor:

11.2.1.1 Fails to commence the Work in accordance with the provisions of the Agreement;

11.2.1.2 Fails to prosecute the Work to completion thereof in a diligent, efficient, timely, workmanlike, skillful and careful manner and in strict accordance with the provisions of the Agreement;

11.2.1.3 Fails to use an adequate amount or quality of personnel or equipment to complete the Work without undue delay;

11.2.1.4 Fails to perform any of its obligations under the Agreement;

11.2.1.5 Fails to make prompt payments when due to its Subcontractors and Suppliers, or as required by **Texas Government Code, Chapter 2251**;

11.2.1.6 Files any petition or other pleading seeking any relief under any provisions of the Federal Bankruptcy Act, as amended, or any other federal or state statute or law providing for reorganization of debts or other relief from creditors, permits a receiver or other person to be appointed on account of its insolvency or financial condition, or becomes insolvent;

11.2.1.7 Creates any situation or state of facts which would authorize or permit an involuntary petition in bankruptcy to be filed against Contractor; or

11.2.1.8 Has not met or in Owner's opinion will not meet the dates of Substantial Completion set forth in the Agreement.

11.2.2 When any of the reasons under **Paragraph 11.2.1** exist, the Owner, in its sole and absolute discretion, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, **thirty (30) calendar days** written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety, exclude

the Contractor from the Project site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor; accept assignment of subcontracts of Contractors subcontractors; and finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

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

11.2.4 If the unpaid balance of the Contract Price exceeds costs of finishing the Work, including compensation for expenses made necessary thereby, and other damages and costs incurred by the Owner in finishing the Work and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

11.3 Suspension by the Owner for Convenience

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

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

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

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

11.4 Termination by the Owner for Convenience

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

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

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

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

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

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

ARTICLE 12 MISCELLANEOUS PROVISIONS:

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

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

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

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

12.4 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County, Texas where the Project is located shall be the

sole place of venue for any legal action arising from or related to this Agreement or the Project in which the Owner is a party.

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

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

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

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

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

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

12.11 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of

governmental functions or services must make those payments from current revenues available to the paying party.

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

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

The following documents shall comprise the Contract Documents:

1. This Agreement between Owner and Contractor;
2. Exhibit "A" – Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Agreement;
4. Cooperative Contract #CSP-22-049MF; and
5. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

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

1. This Agreement between Owner and Contractor;
2. Exhibit "A" – Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Agreement;
4. Cooperative Contract #CPS-22-049MF; and
5. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

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

OWNER:	**CONTRACTOR:**
WILLIAMSON COUNTY, TEXAS, a political subdivision of the state of Texas	The Brandt Companies, LLC
By: _____	By:
Printed Name: _____	Printed Name: Danny Kelsey
Title: _____	Title: Service Operations Manager
Date: _____	Date: 10/30/2024

Exhibit "A"

Plans and Specifications

Jail North HVAC Coil Replacement, 508 Rock Street, Georgetown, Tx. 78626 - The Brandt Companies, LLC

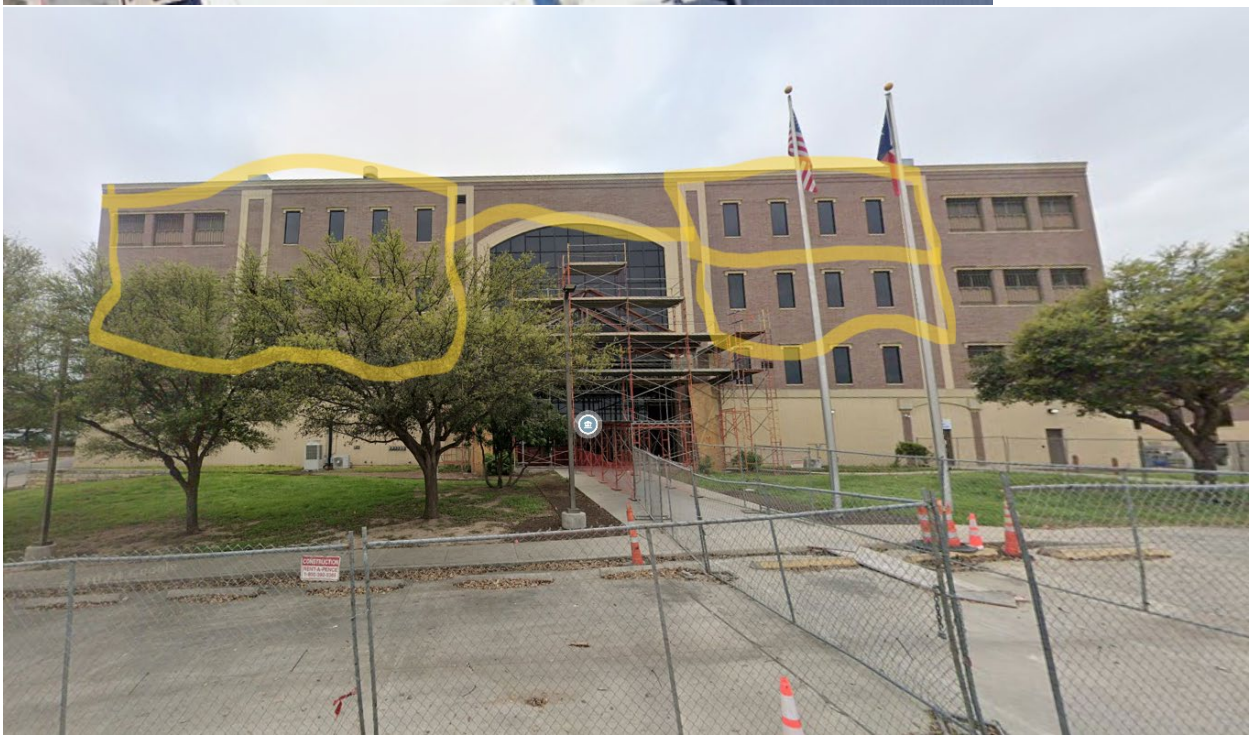
Scope of Work:

- **Scope identical for (5) AHUS**
- **Shutdown unit and LOTO power supply**
- **Shut chilled water lines off and drain. Disconnect CHW lines**
- **Remove and replace chill water coils**
- **Pipe in new coils using propress fittings and new isolation valves. (insulate lines and valves when complete)**
- **Replace the blower wheel shaft bearings**
- **Bleed air from the coil and start the unit.**
- **Check unit operations**
- **Clean up work area when complete**

Exclusions:

- **Parts, materials and equipment will have a restocking fee if work order is cancelled. Some items have a 100% restocking fee and are non-returnable.**
- **Anything not listed in the scope of work. Overtime labor**
- **Not responsible for unlocated utilities.**

Williamson County Jail
Williamson County
Clerk - Nancy E. Rister



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:
2024-1232822

Date Filed:
10/30/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
The Brandt Companies
Georgetown, TX United States

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

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.
CSP-22-049MF
Jail North HVAC Coil Replacement- Trade Services: HVAC, Electrical

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 Danny Kelsey, and my date of birth is [redacted].

My address is [redacted] (street) (city) (state) 78628 (zip code) Williamson (country)

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

Executed in Travis County, State of Texas, on the 30 day of October (month), 2024 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1232822

Date Filed:
10/30/2024

Date Acknowledged:
11/12/2024

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

The Brandt Companies
Georgetown, TX United States

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

Williamson County- Jail North

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.

CSP-22-049MF
Jail North HVAC Coil Replacement- Trade Services: HVAC, Electrical

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 **29.**

Meeting Date: 11/19/2024

Authorize Issuing RFSQ #25RFSQ10 Twin Lakes Park Parking Lot Project for Parks/ 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 Twin Lakes Park Parking Lot Project, under RFSQ #25RFSQ10. The funding source is P654

Background

Pursuant to Chapter 2254 Subchapter A of the Texas Government Code, Williamson County (County) is seeking written proposals from qualified planners, landscape architects, architects and engineers to provide design services for the Twin Lakes Park Parking Lot project. The estimated construction budgeted is TBD. The funding source is P654, Origination ID #1561 and the point of contact is Gretchen Glenn.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	11/13/2024 03:20 PM
County Judge Exec Asst.	Becky Pruitt	11/13/2024 03:23 PM
Form Started By: Johnny Grimaldo		Started On: 11/12/2024 10:26 AM
Final Approval Date: 11/13/2024		

Commissioners Court - Regular Session **30.**

Meeting Date: 11/19/2024

Authorize Issuing IFB #25IFB9 CR 255 Realignment 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 CR 255 Realignment Project for Bonds/HNTB, under IFB #25IFB9.

Background

Williamson County is seeking responses for CR 255 Realignment Project for Bonds/HNTB. Estimated Budget is $28,200,000.00 The funding source is P546. The Origination ID No. is 1567 and the point of contact is Ade Ashaye, P.E.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	11/14/2024 09:04 AM
County Judge Exec Asst.	Becky Pruitt	11/14/2024 09:28 AM
Form Started By: Vickie Johnson		Started On: 11/12/2024 10:31 AM
Final Approval Date: 11/14/2024		

Commissioners Court - Regular Session **31.**

Meeting Date: 11/19/2024

Dan Williams 24IFB29 R&B CO2 CR 283 Foam Asphalt

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Change Order No 2 to contract number 24IFB29 in the amount of -$30,975.67 for CR 283 Foam Asphalt Stabilization Roadway and Drainage Improvements. Funding source: 01.0200.0210.003599.

Background

This Change Order No 2 is a balancing Change Order. All work has been completed and punch list items appropriately resolved. The original contract amount was $1,295,908.25. With the addition of Change Order No 1 in the amount of $11,191.68 and this Change Order No 2 for -$30,975.67, the final contract amount will be $1,276,124.26.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Dan Williams 24IFB29 R&B CO2 CR 283 Foam Asphalt

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/05/2024 11:32 AM
Form Started By: Vicky Edwards		Started On: 11/04/2024 08:10 AM
Final Approval Date: 11/05/2024		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 2

Contract Award Date:	4/9/2024
Project Number:	24IFB29
Funding Source:	Road & Bridge 003599
Roadway:	CR 283

Contractor: Dan Williams Company

NTP Required: ☐ Yes ☑ No

Project Name: CR 283 Foam Asphalt Stabilization Roadway and Drainage Improvements

Change Order Work Limits: Sta. 1+00 to Sta. 43+96.63

Type of Change(on federal-aid non-exempt projects): N/A (Major/Minor)

Reasons: 2E (3 Max. - In order of importance - Primary first)

Describe the work being revised:

Miscellaneous difference in site conditions.

Work to be performed in accordance with Items: All

New or revised plan sheet(s) are attached and numbered: N/A

New Special Provisions/Specifications to the contract are attached: ☐ Yes ☑ No

New Special Provisions to Item N/A No. N/A. Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 10-30-24

By

Typed/Printed Name STEVE CASWELL

Typed/Printed Title VP

The following information must be provided

Time Ext. #: N/A Days added on this CO: 0

Amount added by this change order: ($30,975.67)

Original Contract Amount:	$1,307,099.93
Total Change Orders To-Date:	($30,975.67)
Percent Change in Original Contract:	-2.37%

RECOMMENDED FOR EXECUTION:

Williamson County Construction Staff — Date 10-30-24

RECOMMENDED FOR EXECUTION:

Department of Infrastructure, Williamson County — Date 11/1/24

Director of Road and Bridge — Date 11/1/24

APPROVED:

N/A

3rd Party Signature — Date

Presiding Officer of the Williamson County Commissioners Court — Date

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 2 *Project #* 24IFB29

TABLE B: Contract Items:

					ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	NO	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
100	6002	PREPARING ROW	STA	$3,000.00	43.00	$129,000.00	0.00	43.00	$129,000.00	$0.00
110	6002	EXCAVATION (CHANNEL)	CY	$80.00	93.00	$7,440.00	0.00	93.00	$7,440.00	$0.00
132	6001	EMBANKMENT (FINAL)(ORD COMP)(TY A)	CY	$90.00	334.00	$30,060.00	0.00	334.00	$30,060.00	$0.00
160	6003	FURNISHING AND PLACING TOPSOIL (4")	SY	$3.00	4,265.00	$12,795.00	0.00	4,265.00	$12,795.00	$0.00
164	6033	DRILL SEEDING (PERM) (RURAL) (SANDY)	SY	$0.30	4,265.00	$1,279.50	0.00	4,265.00	$1,279.50	$0.00
166	6001	FERTILIZER	AC	$3,000.00	0.10	$300.00	0.00	0.10	$300.00	$0.00
168	6001	VEGETATIVE WATERING	MG	$21.25	71.00	$1,508.75	(71.00)	0.00	$0.00	($1,508.75)
169	6001	SOIL RETENTION BLANKETS (CL I) (TY A)	SY	$2.00	2,832.00	$5,664.00	0.00	2,832.00	$5,664.00	$0.00
247	6041	FL BS (CMP IN PLC)(TYA GR1-2)(FNAL POS)	CY	$85.00	1,403.00	$119,255.00	0.00	1,403.00	$119,255.00	$0.00
260	2009	LIME TRT (EXST MATL)(10")	SY	$6.50	10,097.00	$65,630.50	0.00	10,097.00	$65,630.50	$0.00
260	6002	LIME (HYDRATED LIME (SLURRY))	TON	$298.00	174.00	$51,852.00	(13.76)	160.24	$47,751.52	($4,100.48)
310	6027	PRIME COAT(MC-30 OR AE-P)	GAL	$6.00	2,020.00	$12,120.00	(220.00)	1,800.00	$10,800.00	($1,320.00)
316	6175	AGGR(TY-B GR-4 SAC-B)	CY	$650.00	176.00	$114,400.00	(12.00)	164.00	$106,600.00	($7,800.00)
316	6466	ASPH (CHFRS-2P OR CRS-2P)	GAL	$6.50	9,087.00	$59,065.50	(1,152.00)	7,935.00	$51,577.50	($7,488.00)
3088	6003A	FOAMED ASPHALT TREAT (5")(DC)	SY	$8.50	10,097.00	$85,824.50	0.00	10,097.00	$85,824.50	$0.00
3088	6008	ASPHALT BINDER (PG 64-22)	GAL	$3.50	20,624.00	$72,184.00	(1,403.37)	19,220.63	$67,272.21	($4,911.79)
432	6030	RIPRAP (STONE COMMON)(GROUT)(12 IN)	CY	$300.00	41.00	$12,300.00	0.00	41.00	$12,300.00	$0.00
432	6003	RIPRAP (CONC)(6 IN)	CY	$725.00	54.00	$39,150.00	0.00	54.00	$39,150.00	$0.00
460	6010	CMP AR (GAL STL DES 3)	LF	$150.00	186.00	$27,900.00	0.00	186.00	$27,900.00	$0.00
460	6024	CMP AR (GAL STL DES 7)	LF	$375.00	54.00	$20,250.00	0.00	54.00	$20,250.00	$0.00
466	6114	HEADWALL (CH - PW - A - 0) (DES= 7)	EA	$25,000.00	2.00	$50,000.00	0.00	2.00	$50,000.00	$0.00
466	6119	HEADWALL (CH - PW - A - S) (DES= 3)	EA	$20,000.00	1.00	$20,000.00	0.00	1.00	$20,000.00	$0.00
467	6537	SET (TY II) (DES 3) (CMP) (6: 1) (P)	EA	$2,000.00	6.00	$12,000.00	0.00	6.00	$12,000.00	$0.00
467	6532	SET (TY II) (DES 3) (CMP) (3: 1) (C)	EA	$3,200.00	2.00	$6,400.00	0.00	2.00	$6,400.00	$0.00
496	6004	REMOV STR (SET)	EA	$500.00	3.00	$1,500.00	0.00	3.00	$1,500.00	$0.00
496	6006	REMOV STR (HEADWALL)	EA	$1,550.00	1.00	$1,550.00	0.00	1.00	$1,550.00	$0.00
496	6007	REMOV STR (PIPE)	LF	$55.00	52.00	$2,860.00	0.00	52.00	$2,860.00	$0.00
496	6050	REMOV STR (DRIVEWAY CULVERT)	EA	$1,200.00	3.00	$3,600.00	0.00	3.00	$3,600.00	$0.00
500	6001	MOBILIZATION	LS	$120,000.00	1.00	$120,000.00	0.00	1.00	$120,000.00	$0.00
502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	$55,000.00	2.00	$110,000.00	0.25	2.25	$123,750.00	$13,750.00
506	6002	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	$45.00	444.00	$19,980.00	(308.00)	136.00	$6,120.00	($13,860.00)
506	6011	ROCK FILTER DAMS (REMOVE)	LF	$22.00	444.00	$9,768.00	(308.00)	136.00	$2,992.00	($6,776.00)
506	6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	$4.00	3,094.00	$12,376.00	(536.00)	2,558.00	$10,232.00	($2,144.00)
506	6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	$0.75	3,094.00	$2,320.50	(536.00)	2,558.00	$1,918.50	($402.00)
530	6006	DRIVEWAYS (SURF TREAT)	SY	$45.00	603.00	$27,135.00	0.00	603.00	$27,135.00	$0.00
530	6004	DRIVEWAYS (CONC)	SY	$180.00	158.00	$28,440.00	0.00	158.00	$28,440.00	$0.00
Approved Change Order #1										
3088	6001	CEMENT	TON	$349.74	32.00	$11,191.68	15.97	47.97	$16,777.03	$5,585.35
						$1,307,099.93			$1,276,124.26	($30,975.67)

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Commissioners Court - Regular Session **32.**

Meeting Date: 11/19/2024

SJ&J Construction 24IFB6 CO1 Cross Culverts Replacements

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Change Order No 1 to contract number 24IFB6 for SJ&J Construction LLC in the amount of $4,632.50 for Cross Culvert Replacements FY 2024. Funding Source: 01.0200.0210.003599.

Background

This change order is a balancing change order. All work has been completed. The original contract amount was $554,554.07. With the addition of this Change Order in the amount of $4,632.50, the final contract amount will be $559,186.57.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SJ&J Construction 24IFB6 CO1 Cross Culverts Replacements

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/13/2024 03:24 PM
Form Started By: Vicky Edwards		Started On: 11/12/2024 02:30 PM
Final Approval Date: 11/13/2024		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1

Contract Award Date:	1/23/2024
Project Number:	24IFB6
Funding Source:	
Roadway:	*Multiple*

Contractor: SJ&J Construction, LLC

NTP Required: ☐ Yes ☑ No

Project Name: Cross Culverts Replacements FY2024

Change Order Work Limits: Sta. _____ to Sta. _____

Type of Change(on federal-aid non-exempt projects): NA (Major/Minor)

Reasons: 2E (3 Max. - In order of importance - Primary first)

Describe the work being revised:

Miscellaneous Changes In Site Conditions

Work to be performed in accordance with Items: _____

New or revised plan sheet(s) are attached and numbered: _____

New Special Provisions/Specifications to the contract are attached: ☐ Yes ☑ No

New Special Provisions to Item N/A No. N/A. Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 11/5/2024

By _____

Typed/Printed Name Julian Cervantes

Typed/Printed Title President

The following information must be provided

Time Ext. #: N/A Days added on this CO: 0

Amount reduced by this change order: $4,632.50

Original Contract Amount: $554,554.07

Total Change Orders To-Date: 1

Percent Change In Original Contract: 0.84%

RECOMMENDED FOR EXECUTION:

_____ 11/5/24
Williamson County Construction Staff Date

_____ 11/7/24
Director of Road and Bridge Date

RECOMMENDED FOR EXECUTION:

_____ 11/6/24
Department of Infrastructure
Williamson County Date

APPROVED:

_____
3rd Party Signature Date

_____
Presiding Officer of the
Williamson County Commissioners Court Date

WILLIAMSON COUNTY, TEXAS

Change Order 1 *Project #* 24IFB6

TABLE B: Contract Items

					ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)		NEW		
	ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
1	100 6001	PREPARING ROW	AC	$5,000.00	0.70	$3,500.00	0.00	0.70	$3,500.00	$0.00
2	104 6009	REMOVING CONC (RIPRAP)	SY	$40.00	48.00	$1,920.00	0.00	48.00	$1,920.00	$0.00
3	105 6037	REMOVING STAB BASE AND ASPH (0" - 16")	SY	$50.00	1,274.00	$63,700.00	28.40	1,302.40	$65,120.00	$1,420.00
4	110 6001	EXCAVATION (ROADWAY)	CY	$20.00	50.00	$1,000.00	0.00	50.00	$1,000.00	$0.00
5	132 6001	EMBANKMENT (FINAL) (ORD COMP) (TY A)	CY	$70.00	150.00	$10,500.00	0.00	150.00	$10,500.00	$0.00
6	247 6366	FL BS (CMP IN PLC) (TY A GR 5) (FNAL POS)	CY	$95.00	660.00	$62,700.00	(31.20)	628.80	$59,736.00	($2,964.00)
7	310 6027	PRIME COAT (MC-30 OR AE-P)	GAL	$10.00	374.00	$3,740.00	0.00	374.00	$3,740.00	$0.00
8	340 6106	D - GR HMA (SQ) TY - D PG 64-22	TON	$350.00	205.00	$71,750.00	33.24	238.24	$83,384.00	$11,634.00
9	400 6001	STRUCT EXCAV	CY	$45.00	294.00	$13,230.00	0.00	294.00	$13,230.00	$0.00
10	402 6001	TRENCH EXCAVATION PROTECTION	LF	$35.00	198.00	$6,930.00	0.00	198.00	$6,930.00	$0.00
11	432 6002	RIPRAP (CONC) (5 IN)	CY	$1,000.00	7.00	$7,000.00	0.00	7.00	$7,000.00	$0.00
12	460 6006	CMP AR (GAL STL 42 IN)	LF	$300.00	138.00	$41,400.00	0.00	138.00	$41,400.00	$0.00
13	462 6006	CONC BOX CULV (5 FT X 2 FT)	LF	$900.00	66.00	$59,400.00	0.00	66.00	$59,400.00	$0.00
14	464 6018	RC PIPE (CL IV) (24 IN)	LF	$120.00	230.00	$27,600.00	0.00	230.00	$27,600.00	$0.00
15	467 6169	SET (TY I) (S=5 FT) (HW = 2 FT) (3:1) (C)	EA	$11,000.00	6.00	$66,000.00	0.00	6.00	$66,000.00	$0.00
16	467 6395	SET (TY II) (24 IN) (RCP) (6:1) (P)	EA	$1,500.00	4.00	$6,000.00	0.00	4.00	$6,000.00	$0.00
17	452 6456	SET (TY II) (42 IN) (CMP) (3:1) (C)	EA	$3,500.00	6.00	$21,000.00	0.00	6.00	$21,000.00	$0.00
18	496 6005	REMOV STR (WINGWALL)	EA	$1,100.00	4.00	$4,400.00	0.00	4.00	$4,400.00	$0.00
19	496 6006	REMOV STR (HEADWALL)	EA	$1,100.00	2.00	$2,200.00	0.00	2.00	$2,200.00	$0.00
20	496 6007	REMOV STR (PIPE)	LF	$90.00	242.00	$21,780.00	0.00	242.00	$21,780.00	$0.00
21	500 6001	MOBILIZATION	LS	$27,619.07	1.00	$27,619.07	0.00	1.00	$27,619.07	$0.00
22	502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	$10,000.00	2.00	$20,000.00	0.00	2.00	$20,000.00	$0.00
23	506 6002	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	$16.00	62.00	$992.00	(62.00)	0.00	$0.00	($992.00)
24	506 6011	ROCK FILTER DAMS (REMOVE)	LF	$8.00	62.00	$496.00	(62.00)	0.00	$0.00	($496.00)
25	506 6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	$4.00	500.00	$2,000.00	(212.50)	287.50	$1,150.00	($850.00)
26	506 6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	$1.00	500.00	$500.00	(212.50)	287.50	$287.50	($212.50)
27	644 6001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	$500.00	5.00	$2,500.00	0.00	5.00	$2,500.00	$0.00
28	644 6068	RELOCATE SM RD SN SUP & AM TY 10BWG	EA	$1,000.00	1.00	$1,000.00	0.00	1.00	$1,000.00	$0.00
29	644 6080	RELOCATE SM RD SN SUP & AM TY TEMP	EA	$250.00	1.00	$250.00	0.00	1.00	$250.00	$0.00
30	658 6047	INST OM ASSM (OM-2Y) (WC) GND	EA	$90.00	6.00	$540.00	0.00	6.00	$540.00	$0.00
31	666 6035	REFL PAV MRK TY I (W) 8" (SLD) (090MIL)	LF	$1.50	38.00	$57.00	(38.00)	0.00	$0.00	($57.00)
32	666 6041	REFL PAV MRK TY I (W) 12" (SLD) (090MIL)	LF	$5.00	34.00	$170.00	(34.00)	0.00	$0.00	($170.00)
33	666 6053	REFL PAV MRK TY I (W) (ARROW) (090MIL)	EA	$350.00	2.00	$700.00	(2.00)	0.00	$0.00	($700.00)
34	666 6302	RE PM W/ RET REQ TY I (W) 4" (SLD) (90MIL)	LF	$2.00	200.00	$400.00	(200.00)	0.00	$0.00	($400.00)
35	666 6314	RE PM W/ RET REQ TY I (Y) 4" (SLD) (90MIL)	LF	$2.00	790.00	$1,580.00	(790.00)	0.00	$0.00	($1,580.00)
						$0.00	0.00			
Approved Change Orders										
						$0.00	0.00			
						$554,554.07		0.00	$559,186.57	$4,632.50

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Commissioners Court - Regular Session **33.**

Meeting Date: 11/19/2024

2025 TAC Voting Member Appointment

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on the appointment of Robert B. Daigh, P.E. as Williamson County's Primary Voting Member and Adam Boatright, P.E. as Williamson County's Alternate Voting Member to the Campo Technical Advisory Committee.

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2025 TAC Voting Member Appointment

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/13/2024 03:24 PM
Form Started By: Vicky Edwards		Started On: 11/13/2024 10:43 AM
Final Approval Date: 11/13/2024		

2025 APPOINTMENT TO THE
TECHNICAL ADVISORY COMMITTEE

PRIMARY VOTING MEMBER:

Name: Robert B. Daigh, P.E.

Title: Senior Director of Infrastructure

Organization: Williamson County

Representing: Williamson County

Address: 3151 SE Inner Loop, Georgetown, TX 78626

Phone: 512.943.3330

Email: bdaigh@wilco.org

Term Expiration: January 30, 2026

ALTERNATE VOTING MEMBER:

Name: Adam Boatright, P.E.

Title: County Engineer

Organization: Williamson County

Representing: Williamson County

Address: 3151 SE Inner Loop, Georgetown, TX 78626

Phone: 512.943.3330

Email: Adam.boatright@wilco.org

Term Expiration: January 30, 2026

_____

Signature of Appointing Official

Return to: Kimberly Petty, Executive Assistant
kimberly.petty@campotexas.org

DEADLINE FOR COMPLETED FORM - DECEMBER 15, 2024

Commissioners Court - Regular Session **34.**

Meeting Date: 11/19/2024

2025 TAC Voting Member Appointment Smaller Cities

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on the appointment of Matthew Rector, Sr., P.E. as Williamson County's Campo Primary Voting Member and Scott Dunlop as Williamson County's Alternate Voting Member to the Campo Technical Advisory Committee Smaller Cities.

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2025 TAC Voting Member Appointment Smaller Cities

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/13/2024 03:25 PM
Form Started By: Vicky Edwards		Started On: 11/13/2024 10:55 AM
Final Approval Date: 11/13/2024		

2025 APPOINTMENT TO THE
TECHNICAL ADVISORY COMMITTEE

PRIMARY VOTING MEMBER (SMALLER CITIES REPRESENTATIVE):

Name: Matthew Rector, Sr., P.E., CFM

Title: City Engineer

Organization: City of Hutto

Representing: City of Hutto

Address: 500 W Live Oak St., Hutto, TX 78634

Phone: 512.759.4025

Email: matt.rector@huttotx.gov

Term Expiration: January 30, 2026

ALTERNATE VOTING MEMBER (SMALLER CITIES REPRESENTATIVE):

Name: Scott Dunlop

Title: Development Services Director

Organization: City of Taylor

Representing: City of Taylor

Address: 400 Porter St., Taylor, TX 76574

Phone: 512.309.6172

Email: scott.dunlop@taylortx.gov

Term Expiration: January 30, 2026

_____
Signature of Appointing Official

Return to: Kimberly Petty, Executive Assistant
kimberly.petty@campotexas.org

DEADLINE FOR COMPLETED FORM - DECEMBER 15, 2024

Commissioners Court - Regular Session **35.**

Meeting Date: 11/19/2024

Williamson County MUD No 60

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the submission of a formal protest/request for a contested case hearing and written comments, information and recommendations by legal counsel for Williamson County to the Texas Commission on Environmental Quality relating to a petition for the creation of Williamson County MUD No. 60.

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

TCEQ Comment Letter - Wm Co MUD 60

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/14/2024 12:39 PM
Form Started By: Adam Boatright		Started On: 11/14/2024 08:54 AM
Final Approval Date: 11/14/2024		

Williamson County Courthouse
710 Main Street, Georgetown, TX 78626
512.943.1100
wilcotx.gov

NOVEMBER 19, 2024

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

RE: WILLIAMSON COUNTY MUD NO. 60
TCEQ INTERNAL CONTROL NO. D-09182024-033
CN: CN606307205 RN: 112050075

To Whom It May Concern:

Williamson County writes in response to your notice dated October 2, 2024, copy attached, regarding the submission of a petition for the creation of the above-referenced Williamson County MUD No. 60 of Williamson County ("District"). The County opposes the creation of the proposed District unless certain conditions are met.

The County is requesting a contested case hearing.

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

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

Williamson County Courthouse
710 Main Street, Georgetown, TX 78626
512.943.1100
wilcotx.gov

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

> "(iv) conveyance of road and improvements in aid of roads; and (v) maintenance, operation, and conveyance of such other additional facilities, systems, plants, and enterprises as may be consistent with any or all of the purposes for which the District is created."

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

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

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

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

Williamson County Courthouse
710 Main Street, Georgetown, TX 78626
512.943.1100
wilcotx.gov

shown within the boundaries of the Land as arterial roadways ("Arterial(s)") in the LRTP. The County agrees that it or another governmental entity will be responsible for the design and construction of any Corridor Project and paying the cost for same. The District shall be solely responsible for any maintenance, repair or reconstruction or both of any Subdivision Road, including paying the cost for same, and, except for traffic operations, the County shall not be responsible those items.

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

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

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

Sincerely,

Bill Gravell, Jr.
Williamson County Judge

Enc.

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

NOTICE OF DISTRICT PETITION
TCEQ INTERNAL CONTROL NO. D-09182024-033

PETITION. Luke Phillippi, EVP of EOP III SUB GP, LLC, a Delaware limited liability company, and managing general partner of OP III ATX Georgetown 220, LP, a Delaware limited partnership (Petitioner) filed a petition for creation of Williamson County Municipal Utility District No. 60 (District) with the Texas Commission on Environmental Quality (TCEQ). The petition was filed pursuant to Article XVI, Section 59 of the Constitution of the State of Texas; Chapters 49 and 54 of the Texas Water Code; 30 Texas Administrative Code Chapter 293; and the procedural rules of the TCEQ.

The petition states that: (1) the Petitioner holds title to a majority in value of the land to be included in the proposed District; (2) there are no lienholders on the property to be included in the proposed District; (3) the proposed District will contain approximately 219.998 acres located within Williamson County, Texas; and (4) the proposed District is not located within the extraterritorial jurisdiction or corporate boundaries of any city.

The territory to be included in the proposed District is depicted in the vicinity map designated as Exhibit "A," which is attached to this document.

The petition further states that the general nature of the work proposed to be done by the District is the design, construction, acquisition, improvement, extension, financing, and issuance of bonds for: (i) maintenance, operation, and conveyance of an adequate and efficient water works and sanitary sewer system for domestic purposes; (ii) maintenance, operation, and conveyance of works, improvements, facilities, plants, equipment, and appliances helpful or necessary to provide more adequate drainage for the District, and to control, abate, and amend local storm waters or other harmful excesses of waters; (iii) maintenance, operation, and conveyance of park and recreational facilities; (iv) conveyance of road and improvements in aid of roads; and (v) maintenance, operation, and conveyance of such other additional facilities, systems, plants, and enterprises as may be consistent with any or all of the purposes for which the District is created.

According to the petition, a preliminary investigation has been made to determine the cost of the project, and it is estimated by the Petitioner that the cost of said project will be approximately $65,575,000 ($39,400,000 for utilities, $1,000,000 for recreational, and $25,175,00 for roads).

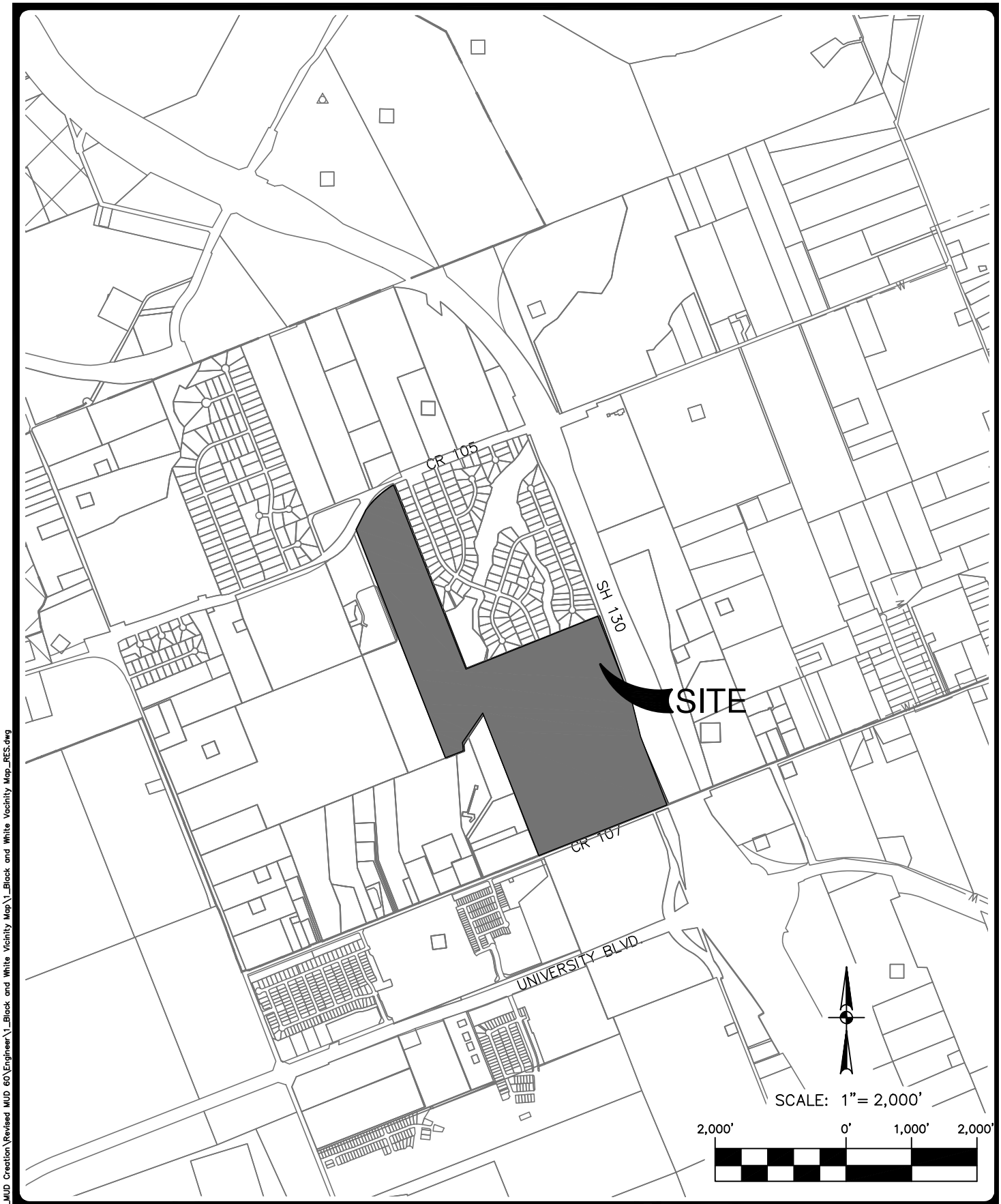
CONTESTED CASE HEARING. The TCEQ may grant a contested case hearing on this petition if a written hearing request is filed within 30 days after the newspaper publication of this notice.

To request a contested case hearing, you must submit the following: (1) your name (or for a group or association, an official representative), mailing address, daytime phone number, and fax number, if any; (2) the name of the Petitioner and the TCEQ Internal Control Number; (3) the statement "I/we request a contested case hearing"; (4) a brief description of how you would be affected by the petition in a way not common to the general public; and (5) the location of your property relative to the proposed District's boundaries. You may also submit your proposed adjustments to the petition which would satisfy your concerns. Requests for a contested case hearing must be submitted in writing to the Office of the Chief Clerk at the address provided in the information section below.

The Executive Director may approve the petition unless a written request for a contested case hearing is filed within 30 days after the newspaper publication of this notice. If a hearing request is filed, the Executive Director will not approve the petition and will forward the petition and hearing request to the TCEQ Commissioners for their consideration at a scheduled Commission meeting. If a contested case hearing is held, it will be a legal proceeding similar to a civil trial in state district court.

INFORMATION. Written hearing requests should be submitted to the Office of the Chief Clerk, MC-105, TCEQ, P.O. Box 13087, Austin, TX 78711-3087. For information concerning the hearing process, please contact the Public Interest Counsel, MC-103, at the same address. General information regarding TCEQ can be found at our web site http://www.tceq.texas.gov/.

Issued: October 2, 2024



JOB NO. 51452-04
DATE JULY 2024
DESIGNER AC
CHECKED SC DRAWN WT
SHEET 1 of 1

WILLIAMSON COUNTY MUD #60
GEORGETOWN, TEXAS
VICINITY MAP Exhibit "A"

PAPE-DAWSON ENGINEERS
AUSTIN I SAN ANTONIO I HOUSTON I FORT WORTH I DALLAS
10801 N MOPAC EXPY, BLDG 3, STE 200 I AUSTIN, TX 78759 I 512.454.8711
TEXAS ENGINEERING FIRM #470 I TEXAS SURVEYING FIRM #10028801

THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HARDCOPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL.

Date: Jul 16, 2024, 2:29pm User ID: ohernandez
File: H:\Projects\514.52\04\237_MUD Creation\Revised MUD 60\Engineer\1_Black and White Vicinity Map\1_Black and White Vicinity Map_RES.dwg

Commissioners Court - Regular Session **36.**

Meeting Date: 11/19/2024

Final Plat for the Lariat Section 11 subdivision – Pct 2

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 Lariat Section 11 subdivision – Precinct 2.

Background

This is the next section of the Lariat development. It consists of 83 residential lots, 4 open space/drainage/pond lots, and 3 open space/drainage lots along with 4,911 feet of new roads to be maintained by the North San Gabriel MUD No. 1. Roadway and drainage construction has been completed.

Timeline

2024-08-21 – initial submittal of the final plat
2024-09-20 – 1st review complete with comments
2024-09-27 – 2nd submittal of final plat
2024-10-10 – 2nd review complete with comments
2024-10-18 – 3rd submittal of final plat
2024-11-01 – 3rd review complete with comments clear
2024-11-07 – receipt of final plat with signatures
2024-11-14 – final plat placed on the November 19, 2024 Commissioners Court agenda for consideration

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

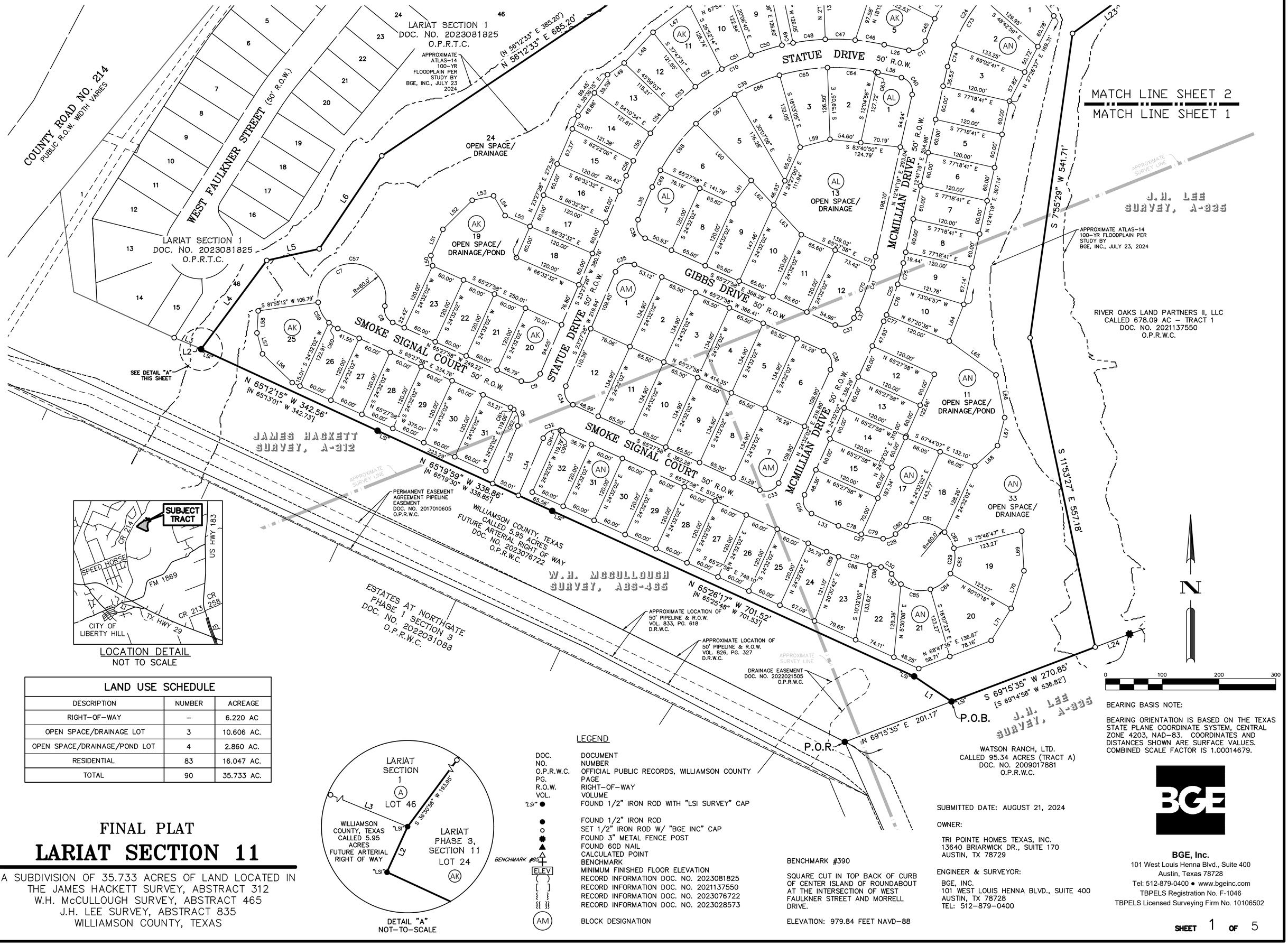
From/To	Acct No.	Description	Amount

Attachments

final plat - Lariat Sec 11

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/14/2024 12:43 PM
Form Started By: Adam Boatright		Started On: 11/14/2024 08:54 AM
Final Approval Date: 11/14/2024		



LOCATION DETAIL
NOT TO SCALE

LAND USE SCHEDULE		
DESCRIPTION	NUMBER	ACREAGE
RIGHT-OF-WAY	–	6.220 AC
OPEN SPACE/DRAINAGE LOT	3	10.606 AC.
OPEN SPACE/DRAINAGE/POND LOT	4	2.860 AC.
RESIDENTIAL	83	16.047 AC.
TOTAL	90	35.733 AC.

DETAIL "A"
NOT-TO-SCALE

LEGEND

DOC.	DOCUMENT
NO.	NUMBER
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY
PG.	PAGE
R.O.W.	RIGHT-OF-WAY
VOL.	VOLUME
"LSI" ●	FOUND 1/2" IRON ROD WITH "LSI SURVEY" CAP
●	FOUND 1/2" IRON ROD
○	SET 1/2" IRON ROD W/ "BGE INC" CAP
✱	FOUND 3" METAL FENCE POST
▲	FOUND 60D NAIL
◁	CALCULATED POINT
BENCHMARK #85	BENCHMARK
ELEV	MINIMUM FINISHED FLOOR ELEVATION
( )	RECORD INFORMATION DOC. NO. 2023081825
[ ]	RECORD INFORMATION DOC. NO. 2021137550
≀ ≀	RECORD INFORMATION DOC. NO. 2023076722
≀≀ ≀≀	RECORD INFORMATION DOC. NO. 2023028573
(AM)	BLOCK DESIGNATION

BENCHMARK #390

SQUARE CUT IN TOP BACK OF CURB OF CENTER ISLAND OF ROUNDABOUT AT THE INTERSECTION OF WEST FAULKNER STREET AND MORRELL DRIVE.

ELEVATION: 979.84 FEET NAVD-88

SUBMITTED DATE: AUGUST 21, 2024

OWNER:

TRI POINTE HOMES TEXAS, INC.
13640 BRIARWICK DR., SUITE 170
AUSTIN, TX 78729

ENGINEER & SURVEYOR:

BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TX 78728
TEL: 512-879-0400

BEARING BASIS NOTE:

BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD-83. COORDINATES AND DISTANCES SHOWN ARE SURFACE VALUES. COMBINED SCALE FACTOR IS 1.00014679.

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

FINAL PLAT
LARIAT SECTION 11

A SUBDIVISION OF 35.733 ACRES OF LAND LOCATED IN
THE JAMES HACKETT SURVEY, ABSTRACT 312
W.H. McCULLOUGH SURVEY, ABSTRACT 465
J.H. LEE SURVEY, ABSTRACT 835
WILLIAMSON COUNTY, TEXAS

\\bgeinc\data\TXC\Projects\Randolph Todd Co\9838-00-Northgate_Ph3_Sec11-13\SV\04_Finals\Drawings\Plat\Section 11\9838-00 Lariat Section 11 Plat.dwg, 11/7/2024 11:12 AM, Matthew Mlasik

CITY OF GEORGETOWN WATER EASEMENT DETAIL
SCALE 1"=50'

APPROXIMATE ATLAS-14 100-YR FLOODPLAIN PER STUDY BY BGE, INC., JULY 23, 2024

COUNTY ROAD NO. 214
PUBLIC R.O.W. WIDTH VARIES

MORRELL DRIVE (60' R.O.W.)

WEST FAULKNER STREET (50' R.O.W.)

MCDOUGALL PASS (50' R.O.W.)

SOUTH HEMINGWAY LOOP (70' R.O.W.)

SOUTH HEMINGWAY LOOP 70' R.O.W.

LARIAT SECTION 2
DOC. NO. 2023028573
O.P.R.T.C.

LARIAT SECTION 1
DOC. NO. 2023081825
O.P.R.T.C.

BENCHMARK #390

N 76°22'16" E 298.41'

(N 56°12'33" E 385.20')
N 56°12'33" E 685.20'

S 31°32'27" E 206.94'

CITY OF GEORGETOWN WATER EASEMENT HEREBY DEDICATED (SEE DETAIL SHEET 2)

RIVER OAKS LAND PARTNERS II, LLC
CALLED 678.09 AC – TRACT 1
DOC. NO. 2021137550
O.P.R.W.C.

OPEN SPACE/ DRAINAGE/POND

OPEN SPACE/ DRAINAGE

OPEN SPACE/ DRAINAGE/POND

STATUE DRIVE 50' R.O.W.

MCMILLIAN DRIVE 50' R.O.W.

GIBBS DRIVE 50' R.O.W.

SMOKE SIGNAL COURT 50' R.O.W.

PERMANENT EASEMENT AGREEMENT PIPELINE EASEMENT DOC. NO. 2017018605

SEE DETAIL "A" THIS SHEET

JAMES HACKETT SURVEY, A-312

J.H. LEE SURVEY, A-835

MATCH LINE SHEET 2
MATCH LINE SHEET 1

APPROXIMATE SURVEY LINE

S 7°55'29" W 541.71'

N 65°12'15" W

0 100 200 300

FINAL PLAT

LARIAT SECTION 11

A SUBDIVISION OF 35.733 ACRES OF LAND LOCATED IN
THE JAMES HACKETT SURVEY, ABSTRACT 312
W.H. McCULLOUGH SURVEY, ABSTRACT 465
J.H. LEE SURVEY, ABSTRACT 835
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

\\bgeinc\data\TXC\Projects\Randolph Todd Co\9838-00-Northgate_Ph3_Sec11-13\SV\04_Finals\Drawings\Plat\Section 11\9838-00 Lariat Section 11 Plat.dwg, 11/7/2024 11:12 AM, Matthew Mlalak

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	129.64'	1,035.00'	7°10'36"	S 48°45'38" E	129.56'
C2	77.90'	1,035.00'	4°18'45"	S 43°00'57" E	77.88'
C3	72.63'	965.00'	4°18'45"	S 43°00'57" E	72.62'
C4	121.99'	965.00'	7°14'35"	S 48°47'37" E	121.91'
C5	105.31'	836.15'	7°12'59"	S 62°44'12" E	105.24'
C6	38.80'	25.00'	88°55'26"	N 21°00'15" W	35.02'
C7	272.10'	60.00'	259°50'09"	S 64°27'07" W	92.04'
C8	34.83'	25.00'	79°50'09"	S 25°32'53" E	32.08'
C9	39.74'	25.00'	91°04'34"	N 68°59'45" E	35.69'
C10	553.14'	400.00'	79°13'51"	S 63°04'24" W	510.11'
C11	36.55'	25.00'	83°45'21"	N 60°48'39" E	33.38'
C12	192.21'	325.00'	33°53'06"	S 35°52'32" W	189.42'
C13	106.83'	275.00'	22°15'30"	N 41°40'29" E	106.16'
C14	73.81'	49.50'	85°26'00"	N 12°03'48" W	67.16'
C15	173.56'	1,035.00'	9°36'28"	S 49°58'34" E	173.35'
C16	167.00'	965.00'	9°54'55"	S 50°07'48" E	166.79'
C17	20.77'	25.00'	47°36'30"	S 78°53'30" E	20.18'
C18	93.62'	61.00'	87°56'00"	N 58°43'45" W	84.70'
C19	20.77'	25.00'	47°36'30"	S 38°34'00" E	20.18'
C20	150.99'	965.00'	8°57'53"	S 66°51'11" E	150.83'
C21	158.55'	1,035.00'	8°46'37"	S 66°56'50" E	158.39'
C22	71.85'	47.50'	86°40'17"	S 74°06'20" W	65.20'
C23	126.27'	325.00'	22°15'38"	N 41°40'32" E	125.48'
C24	192.61'	275.00'	40°07'46"	S 32°45'12" W	188.69'
C25	108.54'	525.00'	11°50'43"	N 18°36'41" E	108.34'
C26	39.27'	25.00'	90°00'00"	S 20°27'58" E	35.36'
C27	82.23'	275.00'	17°07'54"	S 74°01'55" E	81.92'
C28	24.33'	25.00'	55°45'12"	N 69°31'32" E	23.38'
C29	301.50'	60.00'	287°54'25"	N 05°36'08" E	70.61'
C30	22.98'	25.00'	52°40'04"	N 56°46'42" W	22.18'
C31	100.09'	325.00'	17°38'46"	S 74°17'21" E	99.70'
C32	39.74'	25.00'	91°04'34"	S 68°59'45" W	35.69'
C33	39.27'	25.00'	90°00'00"	N 69°32'02" E	35.36'
C34	38.80'	25.00'	88°55'26"	S 21°00'15" E	35.02'
C35	39.74'	25.00'	91°04'34"	S 68°59'45" W	35.69'
C36	39.27'	25.00'	90°00'00"	N 20°27'58" W	35.36'
C37	39.27'	25.00'	90°00'00"	N 69°32'02" E	35.36'
C38	38.80'	25.00'	88°55'26"	S 21°00'15" E	35.02'
C39	483.99'	350.00'	79°13'51"	S 63°04'24" W	446.34'
C40	39.27'	25.00'	90°00'00"	N 32°18'41" W	35.36'
C41	98.20'	475.00'	11°50'43"	N 18°36'41" E	98.03'
C42	36.10'	325.00'	6°21'51"	S 49°38'10" W	36.08'
C43	56.59'	325.00'	9°58'38"	S 41°27'55" W	56.52'
C44	56.59'	325.00'	9°58'38"	S 31°29'18" W	56.52'
C45	42.92'	325.00'	7°34'00"	S 22°42'59" W	42.89'
C46	51.80'	400.00'	7°25'10"	N 81°01'16" W	51.76'
C47	52.80'	400.00'	7°33'49"	N 88°30'45" W	52.76'
C48	57.19'	400.00'	8°11'32"	S 83°36'35" W	57.14'
C49	20.00'	400.00'	2°51'54"	S 78°04'52" W	20.00'
C50	57.19'	400.00'	8°11'32"	S 72°33'09" W	57.14'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C51	57.20'	400.00'	8°11'35"	S 64°21'36" W	57.15'
C52	56.24'	400.00'	8°03'20"	S 56°14'09" W	56.19'
C53	57.19'	400.00'	8°11'32"	S 48°06'43" W	57.14'
C54	57.19'	400.00'	8°11'32"	S 39°55'11" W	57.14'
C55	57.19'	400.00'	8°11'32"	S 31°43'40" W	57.14'
C56	29.14'	400.00'	4°10'26"	S 25°32'41" W	29.13'
C57	212.00'	60.00'	202°26'59"	N 86°51'18" W	117.70'
C58	43.92'	1,035.00'	2°25'52"	S 53°33'52" E	43.91'
C59	41.34'	60.00'	39°28'21"	S 27°48'58" E	40.52'
C60	18.76'	60.00'	17°54'49"	S 56°30'33" E	18.68'
C61	6.87'	25.00'	15°44'54"	N 57°35'31" W	6.85'
C62	31.93'	25.00'	73°10'32"	N 13°07'48" W	29.80'
C63	3.70'	350.00'	0°36'23"	N 77°36'52" W	3.70'
C64	85.93'	350.00'	14°04'01"	N 84°57'04" W	85.71'
C65	85.93'	350.00'	14°04'01"	S 80°58'55" W	85.71'
C66	85.93'	350.00'	14°04'01"	S 66°54'54" W	85.71'
C67	85.93'	350.00'	14°04'01"	S 52°50'53" W	85.71'
C68	103.85'	350.00'	17°00'02"	S 37°18'51" W	103.47'
C69	32.72'	350.00'	5°21'22"	S 26°08'09" W	32.71'
C70	78.87'	475.00'	9°30'50"	N 19°46'37" E	78.78'
C71	19.33'	475.00'	2°19'53"	N 13°51'16" E	19.33'
C72	55.36'	275.00'	11°32'04"	S 47°03'03" W	55.27'
C73	97.57'	275.00'	20°19'43"	S 31°07'10" W	97.06'
C74	39.68'	275.00'	8°15'59"	S 16°49'19" W	39.64'
C75	38.75'	525.00'	4°13'44"	N 14°48'11" E	38.74'
C76	57.59'	525.00'	6°17'05"	N 20°03'36" E	57.56'
C77	12.20'	525.00'	1°19'54"	N 23°52'05" E	12.20'
C78	43.00'	275.00'	8°57'34"	S 69°56'45" E	42.96'
C79	39.22'	275.00'	8°10'20"	S 78°30'42" E	39.19'
C80	23.83'	60.00'	22°45'14"	S 53°01'33" W	23.67'
C81	72.83'	60.00'	69°33'03"	N 80°49'19" W	68.44'
C82	33.33'	60.00'	31°49'34"	N 30°08'00" W	32.90'
C83	46.13'	60.00'	44°02'55"	N 07°48'14" E	45.00'
C84	46.13'	60.00'	44°02'55"	N 51°51'09" E	45.00'
C85	54.66'	60.00'	52°11'44"	S 80°01'31" E	52.79'
C86	20.69'	325.00'	3°38'48"	S 81°17'20" E	20.68'
C87	24.59'	60.00'	23°28'59"	S 42°11'09" E	24.42'
C88	56.59'	325.00'	9°58'38"	S 74°28'37" E	56.52'
C89	22.82'	325.00'	4°01'20"	S 67°28'38" E	22.81'
C90	3.23'	25.00'	7°23'31"	N 69°09'43" W	3.22'
C91	36.51'	25.00'	83°41'03"	S 65°18'00" W	33.35'
C92	45.01'	965.00'	2°40'21"	S 53°45'05" E	45.01'
C93	21.83'	61.00'	20°30'30"	N 82°40'16" W	21.72'
C94	61.38'	61.00'	57°39'15"	N 43°35'23" W	58.82'

RECORD CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	(129.64')	(1,035.00')	(7°10'36")	(S 48°45'38" E)	(129.56')
C2	(77.90')	(1,035.00')	(4°18'45")	(S 43°00'57" E)	(77.88')
C3	{{72.63'}}	{{965.00'}}	{{4°18'45"}}	{{S 43°00'57" E}}	{{72.62'}}
C4	{{121.99'}}	{{965.00'}}	{{7°14'35"}}	{{S 48°47'37" E}}	{{121.91'}}

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 56°05'15" W	79.43'
L2	N 24°29'40" E	0.59'
L3	N 67°34'24" W	51.61'
L4	N 36°30'56" E	193.95'
L5	N 77°34'21" E	94.91'
L6	N 33°52'11" E	197.52'
L7	N 37°37'38" E	224.66'
L8	S 55°00'22" E	141.67'
L9	N 51°44'31" E	93.61'
L10	N 45°10'20" W	103.73'
L11	N 49°08'25" E	70.00'
L12	S 45°10'20" E	103.73'
L13	N 35°10'51" E	75.34'
L14	N 48°07'12" E	127.96'
L15	S 55°00'11" E	29.33'
L16	S 23°01'45" W	49.99'
L17	S 77°28'19" E	30.07'
L18	S 22°46'38" W	32.81'
L19	S 18°39'52" W	88.71'
L20	S 66°33'43" W	61.60'
L21	N 59°58'43" W	65.25'
L22	S 47°00'42" W	152.27'
L23	S 53°57'18" W	149.66'
L24	N 69°15'35" E	64.68'
L25	S 23°27'28" W	110.71'
L26	N 77°18'41" W	44.48'
L27	S 52°49'05" W	111.31'
L28	S 30°39'12" W	13.74'
L29	N 71°20'08" W	86.39'
L30	S 71°20'08" E	86.39'
L31	N 30°39'28" E	14.00'
L32	N 52°49'05" E	111.31'
L33	N 65°27'58" W	52.17'
L34	N 23°27'28" E	109.88'
L35	S 23°27'28" W	62.79'
L36	N 77°18'41" W	42.41'
L37	N 24°32'02" E	16.49'
L38	S 82°10'55" E	12.01'
L39	S 84°57'02" E	99.22'
L40	N 79°38'53" E	78.85'
L41	N 79°38'53" E	13.72'
L42	S 22°05'46" E	58.84'
L43	S 32°57'17" W	52.08'
L44	S 88°07'43" W	188.57'
L45	S 65°50'37" W	49.13'
L46	N 36°44'30" W	49.99'
L47	N 52°57'40" E	80.07'
L48	N 43°13'48" E	74.32'
L49	N 55°04'11" E	35.83'
L50	N 08°57'42" W	18.20'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L51	N 24°32'02" E	50.90'
L52	N 45°14'08" E	72.79'
L53	N 78°15'51" E	38.43'
L54	S 30°08'39" E	40.26'
L55	S 66°32'32" E	47.95'
L56	S 45°57'14" E	72.81'
L57	S 14°51'47" E	38.23'
L58	S 03°13'30" W	38.90'
L59	S 75°09'48" W	54.34'
L60	S 44°11'07" E	139.47'
L61	S 36°55'50" W	51.49'
L62	S 42°45'12" E	59.13'
L63	S 42°45'12" E	71.11'
L64	S 21°27'17" W	69.69'
L65	S 54°07'36" E	101.70'
L66	S 11°23'52" E	76.69'
L67	S 14°24'21" W	51.00'
L68	S 48°08'03" W	53.68'
L69	S 03°12'29" E	70.01'
L70	S 18°48'58" W	70.01'
L71	N 31°52'59" E	66.69'
L72	S 51°15'39" E	62.07'
L73	S 12°43'45" E	36.64'
L74	S 30°16'15" W	12.71'
L75	N 30°16'15" E	13.30'
L76	N 12°43'45" W	21.77'
L77	N 51°15'39" W	53.83'

RECORD LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	{N 56°04'42" W}	{79.59'}
L2	{N 24°29'40" E}	{0.59'}
	(N 67°34'24" W)	(51.61')
L3	{N 67°34'24" W}	{51.61'}
	(N 24°29'40" E)	(0.59')
L4	(N 36°30'56" E)	(193.95')
L5	(N 77°34'21" E)	(94.91')
L6	(N 33°52'11" E)	(197.52')
L7	(N 37°37'38" E)	(224.66')
L8	(S 55°00'22" E)	(141.67')
L9	(N 51°44'31" E)	(93.61')
L10	(N 45°10'20" W)	(103.73')
L11	(N 49°08'25" E)	(70.00')
L12	{{S 45°10'20" E}}	{{103.73'}}
L13	{{N 35°10'51" E}}	{{75.34'}}
L14	{{N 48°07'12" E}}	{{127.96'}}
L24	[N 69°15'35" E]	[64.68']

STREET NAMES						
STREET	R.O.W. WIDTH	PAVEMENT WIDTH	CENTERLINE LENGTH	DESIGN SPEED	MAINTENANCE AUTHORITY	CLASSIFICATION
GIBBS DRIVE	50 FEET	33 FEET	467 FEET	25 MPH	PUBLIC	LOCAL ROAD (URBAN)
MCCMILLIAN DRIVE	50 FEET	33 FEET	1,377 FEET	25 MPH	PUBLIC	LOCAL ROAD (URBAN)
SMOKE SIGNAL COURT	50 FEET	33 FEET	1,142 FEET	25 MPH	PUBLIC	LOCAL ROAD (URBAN)
SOUTH HEMINGWAY LOOP	70 FEET	48 FEET	722 FEET	35 MPH	PUBLIC	COLLECTOR ROAD (URBAN)
STATUE DRIVE	50 FEET	33 FEET	1,203 FEET	25 MPH	PUBLIC	LOCAL ROAD (URBAN)
TOTAL LINEAR FEET OF NEW STREETS:			4,911 FEET			

FINAL PLAT

LARIAT SECTION 11

A SUBDIVISION OF 35.733 ACRES OF LAND LOCATED IN
THE JAMES HACKETT SURVEY, ABSTRACT 312
W.H. McCULLOUGH SURVEY, ABSTRACT 465
J.H. LEE SURVEY, ABSTRACT 835
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

\\bgeinc\data\TXC\Projects\Randolph Todd Co\9838-00-Northgate_Ph3_Sec11-13\SV\04_Finals\Drawings\Plat\Section 11\9838-00 Lariat Section 11 Plat.dwg, 11/27/2024 11:12 AM, Matthew Mlsiak

\\bgeinc\data\TXC\Projects\Randolph Todd Co\9838-00-Northgate_Ph3_Sec11-13\SV\04_Finals\Drawings\Plat\Section 11\9838-00 Lariat Section 11 Plat.dwg, 11/27/2024 11:12 AM, Matthew Misiak

METES AND BOUNDS DESCRIPTION

ALL THAT CERTAIN PARCEL OR TRACT OF LAND OUT OF THE JAMES HACKETT SURVEY, ABSTRACT NO. 312, THE W M MCCULLOUGH SURVEY ABSTRACT 465, AND THE J.H. LEE SURVEY, ABSTRACT NO. 835 SITUATED IN WILLIAMSON COUNTY, TEXAS; BEING ALL OF A CALLED 35.652 ACRE TRACT OF LAND AS CONVEYED TO TRI POINTE HOMES TEXAS, INC. BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2023105119 AND CORRECTED BY CORRECTION SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2024021472, AND A PORTION OF THE REMAINDER OF A CALLED 57.98 ACRE TRACT OF LAND AS CONVEYED TO TRI POINTE HOMES TEXAS, INC. BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 202138739 ALL OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING FOR POINT OF REFERENCE AT A 1/2–INCH ROD FOUND AT THE MOST SOUTHERLY CORNER OF A CALLED 5.95 ACRE TRACT OF LAND AS CONVEYED TO WILLIAMSON COUNTY BY DONATION DEED (FUTURE ARTERIAL ROAD RIGHT OF WAY) AS RECORDED IN DOCUMENT NUMBER 2023076722 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND AT THE NORTHWEST CORNER OF A CALLED 95.34 ACRE TRACT OF LAND DESCRIBED AS TRACT A AS CONVEYED TO WATSON RANCH, LTD. BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2009017881 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; THENCE, WITH A SOUTH LINE OF SAID WILLIAMSON COUNTY TRACT AND THE NORTH LINE OF SAID WATSON TRACT, N 69°15'35" E A DISTANCE OF 201.17 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "LSI SURVEY" FOUND FOR THE MOST SOUTHERLY CORNER AND POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE, DEPARTING THE NORTH LINE OF SAID WATSON TRACT, WITH THE NORTH LINE OF SAID WILLIAMSON COUNTY TRACT AND THE SOUTHWEST LINE OF SAID 35.652 ACRE TRACT, THE FOLLOWING FIVE (5) COURSES:

1) N 56°05'15" W A DISTANCE OF 79.43 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "LSI SURVEY" FOUND FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

2) N 65°26'17" W A DISTANCE OF 701.52 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "LSI SURVEY" FOUND FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

3) N 65°19'59" W A DISTANCE OF 338.86 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "LSI SURVEY" FOUND FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

4) N 65°12'15" W A DISTANCE OF 342.56 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "LSI SURVEY" FOUND FOR AN INTERIOR CORNER OF SAID WILLIAMSON COUNTY TRACT, FOR THE SOUTHWEST CORNER THE HEREIN DESCRIBED TRACT; AND

5) N 24°29'40" E A DISTANCE OF 0.59 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "LSI SURVEY" FOUND AT THE MOST SOUTHERLY CORNER OF LARIAT SECTION 1, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2023081825 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM WHICH A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET AT THE SOUTHERN CORNER OF LOT 15 AND THE SOUTHWEST CORNER OF LOT 46, BLOCK A OF SAID LARIAT SECTION 1 SUBDIVISION BEARS N 67°34'24" W A DISTANCE OF 51.61 FEET;

THENCE, DEPARTING THE NORTH LINE OF SAID WILLIAMSON COUNTY TRACT, WITH THE WESTERLY LINE OF SAID 35.652 ACRE TRACT AND THE EASTERLY LINE OF SAID LARIAT SECTION 1, THE FOLLOWING EIGHT (8) COURSES:

1) N 36°30'56" E A DISTANCE OF 193.95 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

2) N 77°34'21" E A DISTANCE OF 94.91 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

3) N 33°52'11" E A DISTANCE OF 197.52 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

4) N 56°12'33" E A DISTANCE OF 685.20 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "LSI SURVEY" FOUND FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

5) N 37°37'38" E A DISTANCE OF 224.66 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

6) S 55°00'22" E A DISTANCE OF 141.67 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "LSI SURVEY" FOUND FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

7) N 76°22'16" E A DISTANCE OF 298.41 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT; AND

8) N 51°44'31" E A DISTANCE OF 93.61 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR THE MOST EASTERLY CORNER OF SAID LARIAT SECTION 1, ON A SOUTHEASTERLY LINE OF THE ABOVE DESCRIBED 57.98 ACRE TRI POINTE HOMES TEXAS TRACT, FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT,

THENCE, DEPARTING THE NORTHEAST LINE OF SAID 35.652–ACRE TRACT, WITH A NORTHEAST LINE OF SAID LARIAT SECTION 1, OVER AND ACROSS SAID 57.98–ACRE TRACT, ALONG A CURVE TO THE RIGHT, AN ARC DISTANCE OF 129.64 FEET, HAVING A RADIUS OF 1,035.00 FEET, A CENTRAL ANGLE OF 07°10'36" AND A CHORD WHICH BEARS N 48°45'38" W A DISTANCE OF 129.56 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR CORNER;

THENCE, CONTINUING OVER AND ACROSS SAID 57.98–ACRE TRACT, WITH A NORTHEAST LINE OF SAID LARIAT SECTION 1, N 45°10'20" W A DISTANCE OF 103.73 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR A POINT OF CURVATURE OF A CURVE TO THE RIGHT;

THENCE, CONTINUING OVER AND ACROSS SAID 57.98–ACRE TRACT, WITH A NORTHEAST LINE OF SAID LARIAT SECTION 1, ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 77.90 FEET, HAVING A RADIUS OF 1,035.00 FEET, A CENTRAL ANGLE OF 04°18'45" AND A CHORD WHICH BEARS N 43°00'57" W A DISTANCE OF 77.88 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, CONTINUING OVER AND ACROSS SAID 57.98–ACRE TRACT, WITH A NORTHEAST LINE OF SAID LARIAT SECTION 1, N 49°08'25" E A DISTANCE OF 70.00 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET ON A SOUTHWEST LINE OF LARIAT SECTION 2, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2023028573 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, CONTINUING OVER AND ACROSS SAID 57.98–ACRE TRACT, DEPARTING THE NORTHEAST LINE OF SAID LARIAT SECTION 1, WITH A SOUTHWEST LINE OF SAID LARIAT SECTION 2, ALONG A CURVE TO THE LEFT, AN ARC DISTANCE OF 72.63 FEET, HAVING A RADIUS OF 965.00 FEET, A CENTRAL ANGLE OF 04°18'45" AND A CHORD WHICH BEARS S 43°00'57" E A DISTANCE OF 72.62 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, CONTINUING OVER AND ACROSS SAID 57.98–ACRE TRACT, WITH A SOUTHWEST LINE OF SAID LARIAT SECTION 2, S 45°10'20" E A DISTANCE OF 103.73 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET AT A POINT OF CURVATURE OF A CURVE TO THE LEFT;

THENCE, CONTINUING OVER AND ACROSS SAID 57.98–ACRE TRACT, WITH A SOUTHWEST LINE OF SAID LARIAT SECTION 2, ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 121.99 FEET, HAVING A RADIUS OF 965.00 FEET, A CENTRAL ANGLE OF 07°14'35" AND A CHORD WHICH BEARS S 48°47'37" E A DISTANCE OF 121.91 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET ON THE SOUTHEAST LINE OF SAID 57.98–ACRE TRACT, AND THE NORTHWEST LINE OF SAID 35.652–ACRE TRACT FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE SOUTHEAST LINES OF SAID LARIAT SECTION 2 AND THE NORTHWEST LINE OF SAID 35.652–ACRE TRACT, N 35°10'51" E A DISTANCE OF 75.34 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "LSI SURVEY" FOUND FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

THENCE, CONTINUING WITH THE SOUTHEAST LINE OF SAID LARIAT SECTION 2 AND THE NORTHWEST LINE OF SAID 35.652–ACRE TRACT, N 48°07'12" E A DISTANCE OF 127.96 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR THE MOST NORTHERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, DEPARTING THE SOUTHEAST LINE OF SAID LARIAT SECTION 2, CONTINUING WITH THE NORTHWEST LINE OF SAID 35.652–ACRE TRACT, S 55°00'11" E A DISTANCE OF 29.33 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

THENCE, CONTINUING WITH THE NORTHWEST LINE OF SAID 35.652–ACRE TRACT, S 23°01'45" W A DISTANCE OF 49.99 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

THENCE, CONTINUING WITH THE NORTHWEST LINE OF SAID 35.652–ACRE TRACT, S 77°28'19" E A DISTANCE OF 30.07 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

THENCE, CONTINUING WITH THE NORTHWEST LINE OF SAID 35.652–ACRE TRACT, S 22°46'38" W A DISTANCE OF 32.81 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

THENCE, CONTINUING WITH THE NORTHWEST LINE OF SAID 35.652–ACRE TRACT, ALONG A CURVE TO THE LEFT AN ARC DISTANCE OF 105.31 FEET, HAVING A RADIUS OF 836.15 FEET, A CENTRAL ANGLE OF 07°12'59" AND A CHORD WHICH BEARS S 62°44'12" E A DISTANCE OF 105.24 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, CONTINUING WITH THE NORTHWEST LINE OF SAID 35.652–ACRE TRACT, S 31°32'27" E A DISTANCE OF 206.94 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

THENCE, CONTINUING WITH THE NORTHWEST LINE OF SAID 35.652–ACRE TRACT, S 18°39'52" W A DISTANCE OF 88.71 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

THENCE, CONTINUING WITH THE NORTHWEST LINE OF SAID 35.652–ACRE TRACT, S 66°33'43" W A DISTANCE OF 61.60 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

THENCE, CONTINUING WITH THE NORTHWEST LINE OF SAID 35.652–ACRE TRACT, N 59°58'43" W A DISTANCE OF 65.25 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

THENCE, CONTINUING WITH THE NORTHWEST LINE OF SAID 35.652–ACRE TRACT, S 47°00'42" W A DISTANCE OF 152.27 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

THENCE, CONTINUING WITH THE NORTHWEST LINE OF SAID 35.652–ACRE TRACT, S 53°57'18" W A DISTANCE OF 149.66 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

THENCE, CONTINUING WITH THE NORTHWEST LINE OF SAID 35.652–ACRE TRACT, S 07°55'29" W A DISTANCE OF 541.71 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

THENCE, CONTINUING WITH THE NORTHWEST LINE OF SAID 35.652–ACRE TRACT, S 11°53'27" E A DISTANCE OF 557.18 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET ON THE SOUTHEAST LINE OF SAID 35.652–ACRE TRACT AND THE NORTH LINE OF THE ABOVE DESCRIBED WATSON TRACT, FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE SOUTHEAST LINE OF SAID 35.652–ACRE TRACT AND THE NORTH LINE OF SAID WATSON TRACT, S 69°15'35" W A DISTANCE OF 270.85 FEET TO THE POINT OF BEGINNING AND CONTAINING 35.733 ACRES OF LAND, MORE OR LESS.

FINAL PLAT

LARIAT SECTION 11

A SUBDIVISION OF 35.733 ACRES OF LAND LOCATED IN
THE JAMES HACKETT SURVEY, ABSTRACT 312
W.H. McCULLOUGH SURVEY, ABSTRACT 465
J.H. LEE SURVEY, ABSTRACT 835
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

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

THAT TRI POINTE HOMES TEXAS, INC., ACTING HEREBY AND THROUGH, BRYAN HAVEL, DIVISION PRESIDENT, OWNER OF THE REMAINDER OF A CALLED 57.98 ACRE TRACT OF LAND AS CONVEYED TO IT BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2021138739 AND A CALLED 35.652 ACRE TRACT OF LAND AS CONVEYED TO IT BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2023105119, AND CORRECTED BY CORRECTION SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2024021472 ALL OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID TRACTS BEING OUT OF THE JAMES HACKETT SURVEY, ABSTRACT NO. 312, THE W M McCULLOUGH SURVEY ABSTRACT NO. 465, AND THE J.H. LEE SURVEY, ABSTRACT NO. 835 ALL SITUATED IN WILLIAMSON COUNTY, TEXAS; SAID OWNER DOES HEREBY SUBDIVIDE 35.733 ACRES AND DOES HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THOSE CERTAIN TRACTS OF LAND, AND DOES HEREBY SUBDIVIDE AND CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DOES 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 DOES HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS:

LARIAT SECTION 11

WITNESS MY HAND, THIS THE 7th DAY OF November, 2024, A.D.

TRI POINTE HOMES TEXAS, INC, A TEXAS CORPORATION
13640 BRIARWICK DR., SUITE 170
AUSTIN, TX 78729

BY: TRI POINTE HOMES TEXAS, INC, A TEXAS CORPORATION
IT'S MANAGER

BRYAN HAVEL, DIVISION PRESIDENT

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

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED BRYAN HAVEL, DIVISION PRESIDENT, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

NOTARY PUBLIC, STATE OF TEXAS — DATE 11/07/2024

Michael Stevens
PRINT NOTARY'S NAME
MY COMMISSION EXPIRES 8/8/2027

MICHAEL LEE STEVENS
Notary Public, State of Texas
Comm. Expires 08-08-2027
Notary ID 13448723-2

THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

NO PORTION OF THIS SUBDIVISION LIES WITHIN THE DESIGNATED 100 YEAR FLOOD PLAIN AS DEFINED BY F.E.M.A. MAP NO. 48491C0235F, DATED DECEMBER 20, 2019.

A PORTION OF THIS SUBDIVISION LIES WITHIN THE STUDIED 100-YEAR FLOODPLAIN AS SHOWN ON THIS PLAT.

I, TY MARWITZ, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF ENGINEERING, AND DO HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

TY MARWITZ, P.E.
LICENSED PROFESSIONAL ENGINEER NO. 153036
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728

11/7/2024
DATE

STATE OF TEXAS — TY D. MARWITZ — 153036 — LICENSED PROFESSIONAL ENGINEER

I, JONATHAN O. NOBLES, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF LAND SURVEYING, AND DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND WAS PREPARED FROM AN ACTUAL ON THE GROUND SURVEY, UNDER MY SUPERVISION.

JONATHAN O. NOBLES, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728

11/07/2024
DATE

STATE OF TEXAS — REGISTERED — JONATHAN O. NOBLES — 5777 — PROFESSIONAL LAND SURVEYOR

FINAL PLAT
LARIAT SECTION 11

A SUBDIVISION OF 35.733 ACRES OF LAND LOCATED IN
THE JAMES HACKETT SURVEY, ABSTRACT 312
W.H. McCULLOUGH SURVEY, ABSTRACT 465
J.H. LEE SURVEY, ABSTRACT 835
WILLIAMSON COUNTY, TEXAS

NOTES:

1. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO THE APPROVED WATER AND WASTEWATER SYSTEMS.
2. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY GEORGETOWN UTILITY SYSTEMS.
3. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY NORTH SAN GABRIEL MUD NO. 1.
4. ELECTRIC SERVICES FOR THIS SUBDIVISION WILL BE PROVIDED BY PEDERNALES ELECTRIC COOPERATIVE.
5. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
6. IT IS THE RESPONSIBILITY OF THE OWNERS, 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.
7. 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.
8. ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
9. NO LOT IN THIS SUBDIVISION IS ENCROACHED BY A SPECIAL FLOOD HAZARD AREA(S) INUNDATED BY THE 100-YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP NO. 48491C0235F, DATED DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.
10. A 25 FOOT SETBACK FROM INTERNAL STREET ROW IS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION FOR ALL LOTS, HOWEVER, A 15 FOOT SIDE SETBACK IS PERMITTED ALONG NON-MAJOR HIGHWAYS AND ROADS.
11. A 25 FOOT BUILDING SETBACK FROM THE FUTURE PROPOSED ARTERIAL ROW IS REQUIRED PER WILLIAMSON COUNTY SUBDIVISION REGULATIONS.
12. A TEN FOOT WIDE PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ADJACENT TO ALL STREET RIGHT-OF-WAY.
13. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.
14. ALL STRUCTURES/OBSTRUCTIONS ARE PROHIBITED WITHIN DRAINAGE EASEMENTS.
15. EVERY DEED WITHIN THIS SUBDIVISION SHALL CONTAIN NOTICE TO THE GRANTEE OF THE FOLLOWING: ALL ROADS WITHIN THIS SUBDIVISION ARE MAINTAINED BY NORTH SAN GABRIEL MUD NO. 1. NORTH SAN GABRIEL MUD NO. 1 SHALL BE PERPETUALLY LIABLE FOR MAINTENANCE OF THE ROADS AND THE QUALITY OF THE ROADS MUST BE MAINTAINED AS NOT TO AFFECT ACCESS BY PUBLIC SERVICES AGENCIES SUCH AS POLICE, FIRE, AND EMERGENCY MEDICAL SERVICES. WILLIAMSON COUNTY WILL NEVER ACCEPT OR MAINTAIN THE ROADS.
16. 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.
17. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, ITS OFFICERS AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.
18. 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.
19. DRIVEWAYS SHALL ONLY CONNECT TO AN INTERNAL PLATTED ROAD AND NOT TO THE FUTURE ARTERIAL ROADWAY.
20. THE MINIMUM FFE SHALL BE AT LEAST ONE FOOT ABOVE THE ADJACENT FINISHED GRADE AND BFE. EXCEPTIONS CAN BE 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.
21. 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.
22. 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.
23. FLOODPLAIN INFORMATION, SUCH AS FLOODPLAIN BOUNDARIES, DEPTHS, ELEVATIONS, AND THE MINIMUM FINISHED FLOOR ELEVATIONS SHOWN ON THIS PLAT, WILL CHANGE OVER TIME WITH BETTER DATA AND FLOOD STUDIES. THE FLOODPLAIN INFORMATION SHOWN ON THIS PLAT WAS ACCURATE AT THE TIME OF PLATTING, BUT MAY BE SUPERSEDED AT THE TIME OF CONSTRUCTION. THE BEST AVAILABLE FLOODPLAIN DATA SHALL BE UTILIZED AT THE TIME OF CONSTRUCTION, AS DETERMINED BY THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR. A FLOODPLAIN DEVELOPMENT PERMIT APPLICATION MUST BE SUBMITTED AND APPROVED PRIOR TO ANY CONSTRUCTION OR DEVELOPMENT WITHIN OR ADJACENT TO A REGULATED FLOODPLAIN.
24. THIS DEVELOPMENT IS CONSIDERED EXEMPT FROM ON-SITE STORMWATER DETENTION CONTROLS BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATION B11.1.1, WHICH STATES THAT A PROPOSED DEVELOPMENT MAY BE CONSIDERED EXEMPT FROM PROVIDING ON-SITE STORMWATER DETENTION IF THE DEVELOPMENT RELEASES UNDETAINED STORMWATER DIRECTLY INTO A DETENTION EXEMPT STREAM REACH,

ROAD NAME AND ADDRESS ASSIGNMENT VERIFIED THIS THE 7th DAY OF November, 2024 A.D.

Teresa Baker
WILLIAMSON COUNTY ADDRESS COORDINATOR

IN APPROVING THIS PLAT BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL 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.

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. 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 FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

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

I, BILL GRAVELL, JR., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, 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_____ A.D., 20___, AT _____ O'CLOCK ___M. AND DULY RECORDED ON THE ___DAY OF _____, A.D., 20___, 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 OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST ABOVE WRITTEN.

NANCY E. RISTER, CLERK, COUNTY COURT
WILLIAMSON COUNTY, TEXAS

BY: _____
DEPUTY

BGE

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

\\bgeinc\data\PROJ\Projects\Rondolph Todd Co\9838-00-Northgate_Ph3_Sec11-13\SV\04_Finals\Drawings\Plat\Section 11\9838-00 Lot01 Section 11 Plat.dwg, 11/7/2024 11:12 AM, Matthew Mikula

Commissioners Court - Regular Session **37.**

Meeting Date: 11/19/2024

Replat for the Brushy Bend Park Lot 92 subdivision – Pct 3

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval for the replat for the Brushy Bend Park, Lot 92 subdivision – Precinct 3.

Background

This replat consists of 2 lots on 2.75 acres and no new roads. The purpose of this replat is to divide the single existing lot into two newly configured lots.

Timeline

2024-08-02 – initial submittal of the replat
2024-08-21 – 1st review complete with comments
2024-09-09 – 2nd submittal of replat
2024-09-18 – 2nd review complete with comments
2024-09-23 – 3rd submittal of replat
2024-10-04 – 3rd review complete with comments
2024-10-25 – 4th submittal of replat with signatures
2024-11-06 – 4th review complete with minor comments
2024-11-13 – 5th submittal of replat
2024-11-14 – 5th review complete with comments clear
2024-11-14 – replat placed on the November 19, 2024 Commissioners Court agenda for consideration

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

replat - Brushy Bend Park Lot 92

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/14/2024 12:40 PM
Form Started By: Adam Boatright		Started On: 11/14/2024 08:54 AM
Final Approval Date: 11/14/2024		

RE–PLAT OF
LOT 92 BRUSHY BEND PARK

TOTAL ACREAGE: 2.754 ACRES
NO. OF BLOCKS: 1
NO. OF LOTS: 2
NEW STREETS: NONE
SUBMISSION DATE: AUGUST 2, 2024
2ND SUBMITTAL: SEPTEMBER 9, 2024
APPROVED: OCTOBER 15, 2024

OWNER/SUBDIVIDER:
MARK J. VERRICO &
JILL M. VERRICO
1900 WALSH DR.
ROUND ROCK, TX 78681

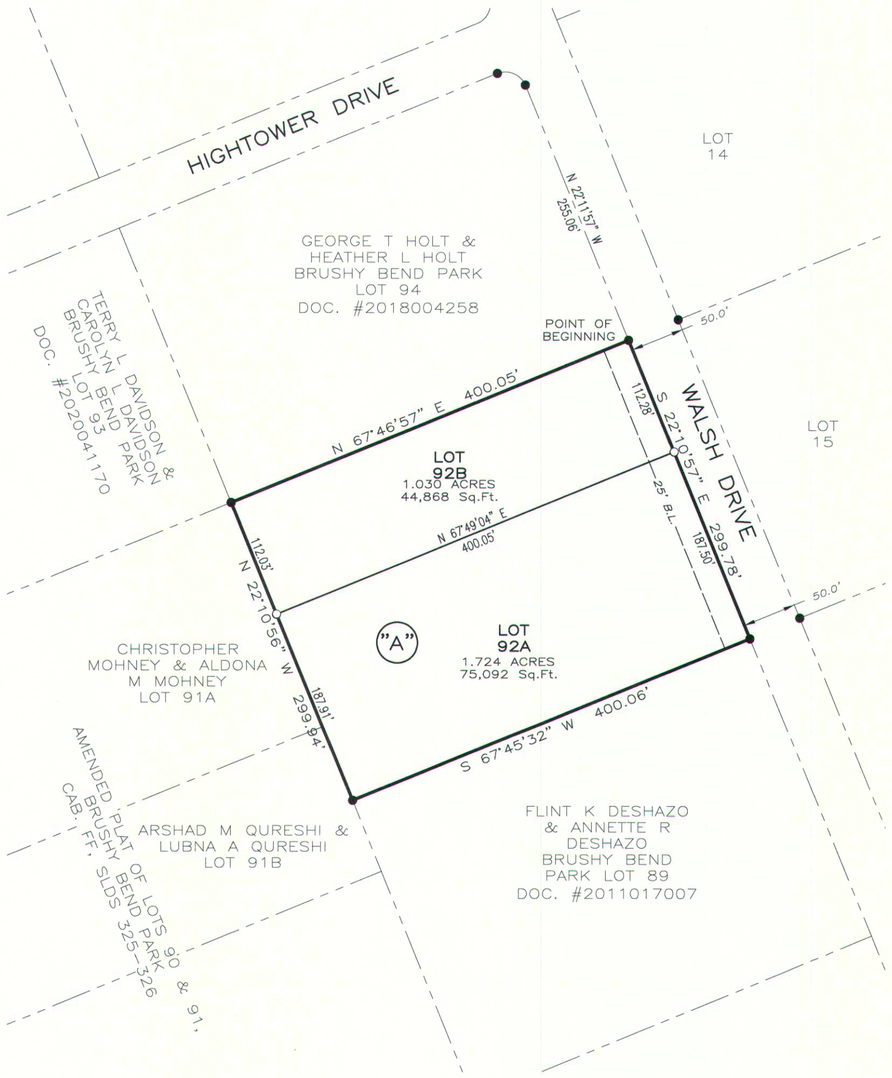
SURVEYOR:
TEXAS LAND SURVEYING, INC.
3613 WILLIAMS DRIVE, SUITE 903
GEORGETOWN, TEXAS 78628
(512) 930–1600

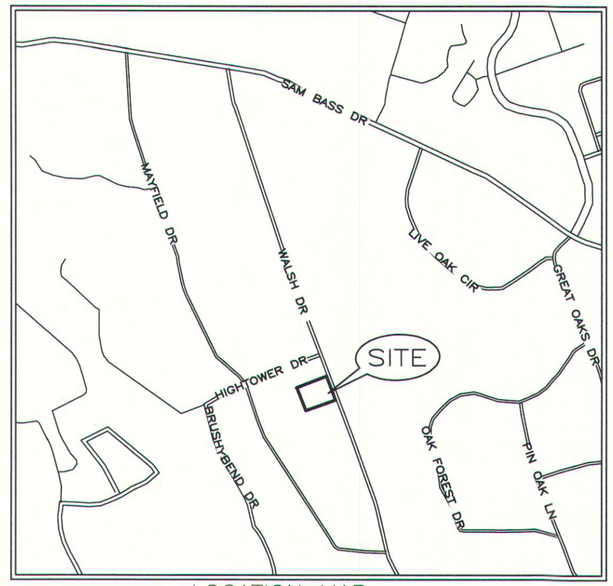
GENERAL PLAT NOTES

1. Maintenance responsibility for drainage will not be accepted by the County other than that accepted in connection with draining or protecting the road system. Maintenance responsibility for storm water management controls will remain with the owner.
2. Water service is provided by: Aqua Texas, Wastewater service is provided by: On–Site Sewage Facilities.
3. Except as may be modified of hereon, this replat is subject to all applicable plat notes and restrictions as set forth in the original plat of BRUSHY BEND PARK, as recorded in Cabinet B, Slide 311, in the Plat Records of Williamson County, Texas.
4. All sidewalks within this subdivision are to be maintained by each of the adjacent property owners.
5. 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.
6. No portions of this subdivision is encroached by a Special Flood Hazard Area(s) inundated by the 100–year (1% chance) flood as identified by the U.S. Federal Emergency Management Agency Flood Insurance Rate Map, Community Panel No. 48491C0488F, effective date December 20, 2019, for Williamson County, Texas.
7. A Certificate of Compliance is hereby issued for all lots within this subdivision. this certificate is valid until such time as FEMA or the county revises or newly adopts floodplain boundaries in this vicinity.
8. No building or structures are permitted in drainage easements. No fences or landscaping are permitted in drainage easements except as approved by Williamson County.
9. This development is considered exempt from on–site stormwater detention controls based on Williamson County Subdivision Regulation B11.1.2, which states that a proposed development may be considered exempt from providing on–site stormwater detention if the plat has three or less lots for single family residential use, with less than 20% impervious cover per lot
10. 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.
11. 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.
12. The minimum finished floor elevation shall be at least one foot above the adjacent finished grade and base flood elevation. Exceptions can be 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 base flood elevation.
13. 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.
14. Rural mailboxes shall be set three feet from the edge of the pavement or behind curbs, when used. all mailboxes within county arterial right–of–way shall meet the current TxDot standards. any mailbox that does not meet this requirement may be removed by Williamson County.
15. No construction in the subdivision may begin until the Texas Commission on Environmental Quality (TCEQ) has approved the Water Pollution Abatement Plan (WPAP) in writing.
16. On–Site Sewage Facilities must be designed by a Registered Professional Engineer or Registered Sanitarian.

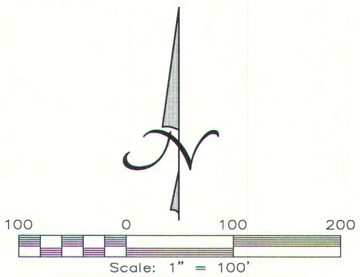
RE–PLAT OF
LOT 92, BRUSHY BEND PARK

2.754 ACRES OUT OF THE JOHN H. DILLARD SURVEY, ABSTRACT
No. 179, WILLIAMSON COUNTY, TEXAS.





LOCATION MAP



Scale: 1" = 100'

BEARINGS CITED HEREON BASED ON STATE PLANE COORDINATES, GRID NORTH, CENTRAL ZONE, TEXAS NAD 83.

LEGEND	
●	1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
o	1/2" IRON ROD SET WITH CAP STAMPED "TLS"
———	PROPERTY LINE
– – – –	NEIGHBOR PROPERTY LINE

BEING 2.754 ACRES, COMPRISING LOT 92, BRUSHY BEND PARK, AS RECORDED IN CABINET B, SLIDE 311, OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, FURTHER DESCRIBED BY THE METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A ½" IRON ROD FOUND IN THE WEST RIGHT–OF–WAY LINE OF WALSH DRIVE FOR THE SOUTHEAST CORNER OF LOT 94 OF SAID BRUSHY BEND PARK, THE NORTHEAST CORNER OF SAID LOT 92 AND THIS TRACT, FROM WHICH A ½' IRON ROD FOUND BEARS: N 22°11'57" W, 255.06 FEET;

THENCE: S 22°10'57" E, WITH THE WEST LINE OF SAID WALSH DRIVE AND THE EAST LINE OF SAID LOT 92, 299.78 FEET TO A ½" IRON ROD FOUND FOR THE NORTHEAST CORNER OF LOT 89, SAID BRUSHY BEND PARK, THE SOUTHEAST CORNER OF SIAD LOT 92 AND THIS TRACT;

THENCE: S 67°45'32" W, WITH THE NORTH LINE OF SAID LOT 89, THE SOUTH LINE OF SAID LOT 92, 400.06 FEET TO A ½" IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID LOT 89. THE NORTHEAST CORNER OF LOT 90, SAID BRUSHY BEND PARK, THE SOUTHEAST CORNER OF LOT 91, SAID BRUSHY BEND PARK, THE SOUTHWEST CORNER OF SAID LOT 92 AND THIS TRACT;

THENCE: N 22°10'56" W, WITH THE EAST LINE OF SAID LOT 91, THE WEST LINE OF SAID LOT 92, 299.94 FEET TO A ½" IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID LOT 91, THE SOUTHEAST CORNER OF LOT 93, SAID BRUSHY BEND PARK, THE SOUTHWEST CORNER OF SAID LOT 94, THE NORTHWEST CORNER OF SAID LOT 92 AND THIS TRACT;

THENCE: N 67°46'27" E, WITH THE SOUTH LINE OF SAID LOT 94, THE NORTH LINE OF SAID LOT 92, 400.05 FEET TO THE **POINT OF BEGINNING**, AND CONTAINING 2.754 ACRES OF LAND, MORE OR LESS.

SHEET 1: PLAT
SHEET 2: SIGNATURE PAGE

Texas Land Surveying, Inc.
3613 Williams Drive, Suite 903 – Georgetown, Texas 78628
(512) 930–1600/(512) 930–9389 fax
www.texas–ls.com
TBPLS FIRM NO.10056200

PROJECT No. 210737
DATE OF PLAT PREPARATION: JUNE 2024

RE–PLAT OF

LOT 92, BRUSHY BEND PARK

2.754 ACRES OUT OF THE JOHN H. DILLARD SURVEY, ABSTRACT
No. 179, WILLIAMSON COUNTY, TEXAS.

OWNER'S SIGNATURE

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

That MARK J VERRICO, is the co–owner of the certain 2.754 acres of land shown hereon and described in the deed recorded as Document No. 2013003043 of the Official Public Records of Williamson County, Texas, and do hereby state that there are no lien holders of the certain tracts of land, and do hereby re–subdivide said tract as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby dedicate to Williamson County the streets, alleys, rights–of–way, easements and public places shown hereon for such public purposes as Williamson County may deem appropriate. This subdivision is to be known as RE–PLAT OF LOT 92 BRUSHY BEND PARK

TO CERTIFY WHICH, WITNESS by my hand this 21ST day of OCTOBER, 2024.

MARK J VERRICO
1900 WALSH DRIVE
ROUND ROCK, TX 78681

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

Before me, the undersigned, a notary public in and for said County and State, on this day personally appeared MARK J VERRICO, known to me to be the person whose name is subscribed to the foregoing instrument.

GIVEN UNDER MY HAND AND SEAL of office this 21ST day of OCTOBER, 2024.

Notary Public in and for the State of Texas
My Commission expires on: 9/14/26.

JAMES R BARKER
Notary ID #131723198
My Commission Expires
September 14, 2026

JAMES R BARKER
Notary ID #131723198
My Commission Expires
September 14, 2026

OWNER'S SIGNATURE

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

That JILL M VERRICO, is the co–owner of the certain 2.754 acres of land shown hereon and described in the deed recorded as Document No. 2013003043 of the Official Public Records of Williamson County, Texas, and do hereby state that there are no lien holders of the certain tracts of land, and do hereby re–subdivide said tract as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby dedicate to Williamson County the streets, alleys, rights–of–way, easements and public places shown hereon for such public purposes as Williamson County may deem appropriate. This subdivision is to be known as RE–PLAT OF LOT 92 BRUSHY BEND PARK

TO CERTIFY WHICH, WITNESS by my hand this 22 day of October, 2024.

JILL M VERRICO
1900 WALSH DRIVE
ROUND ROCK, TX 78681

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

Before me, the undersigned, a notary public in and for said County and State, on this day personally appeared JILL M VERRICO, known to me to be the person whose name is subscribed to the foregoing instrument.

GIVEN UNDER MY HAND AND SEAL of office this 22ND day of OCTOBER, 2024.

Notary Public in and for the State of Texas
My Commission expires on: 9/14/26.

JAMES R BARKER
Notary ID #131723198
My Commission Expires
September 14, 2026

SURVEYOR'S CERTIFICATION

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

I, WILLIAM C. STEWART, Registered Professional Land Surveyor in the State Of Texas, do hereby certify that this plat is true and correctly made from an actual survey made on the ground of the property legally described hereon, and that there are no apparent discrepancies, conflicts, overlapping of improvements, visible utility lines or roads in place, except as shown on the accompanying plat, and that the corner monuments shown hereon were properly placed under my supervision in accordance with the Subdivision Regulations of Williamson County, Texas. This tract is located within the Edwards Aquifer Recharge Zone.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Williamson County, Texas,

this 21ST day of October, 2024.

WILLIAM C. STEWART
Registered Professional Land Surveyor No. 5785
State of Texas

STATE OF TEXAS · REGISTERED · WILLIAM C. STEWART · 5785 · PROFESSIONAL LAND SURVEYOR

ON–SITE SEWAGE FACILITY APPROVAL

Based upon the above representations of the engineer or surveyor whose seal is affixed hereto, and after a review of the survey as represented by the said engineer or surveyor, I find that this plat complies with the requirements of Edwards Aquifer Regulations for Williamson County and Williamson County On–Site Sewage Facility Regulations. This certification is made solely upon such representations and should not be relied upon for verifications of the facts alleged. The Williamson County Engineer's office and Williamson County disclaims any responsibility to any member of the public for independent verification of the representations, factual or otherwise, contained in this plat and the documents associated with it.

Adam Boatright, PE,
Williamson County Engineer

11/14/2024
Date

911 ADDRESSING APPROVAL

Road name and address assignments verified this the 25 day of October, 2024 A.D.

Williamson County Addressing Coordinator
Cindy Bridges

COUNTY JUDGE APPROVAL

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

I, Bill Gravell, Jr., County Judge of Williamson County, Texas, do hereby certify that this map or plat, with field notes hereon, for a subdivision having been fully presented to the Commissioners Court of Williamson County, Texas, and by the said Court duly considered, were on this day approved and that this plat is authorized to be registered and recorded in the proper records of the County Clerk of Williamson County, Texas.

Bill Gravell, Jr., County Judge
Williamson County, Texas

Date

COUNTY CLERK'S CERTIFICATION:

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

I, Nancy Rister, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate of authentication was filed for record in my office on

the ____ day of _____, 20____, A.D., at ___o'clock _.M. and duly recorded

this _____ day of_____, 20____, A.D., at ___o'clock _.M. in the Official Public

Records of said County, in Instrument No. _____.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL at the County Court of said County, at my office in Georgetown, Texas, the date last shown above written.

Nancy E. Rister, Clerk County Court of Williamson County, Texas

By: _____, Deputy

Texas Land Surveying, Inc.
3613 Williams Drive, Suite 903 – Georgetown, Texas 78628
(512) 930–1600/(512) 930–9389 fax
www.texas–ls.com
TBPLS FIRM NO.10056200

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.

Commissioners Court - Regular Session **38.**

Meeting Date: 11/19/2024

Final plat for the Rancho Del Cielo Phase 4 subdivision – Pct 4

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

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

Background

This is the next phase of the Rancho Del Cielo development. It consists of 210 single family lots, 2 landscape lots, and 5,305 feet of new public roads. Roadway and drainage construction are not yet complete but a financial security in the amount of $1,774,747.60 has been posted with the County to cover the cost of the remaining construction. Pursuant to the Commissioners Court action taken September 10, 2019, the County Engineer has approved this final plat in order to meet the review timelines set forth in House Bill 3167.

Timeline

2024-04-23 – initial submittal of the final plat
2024-05-22 – 1st review complete with comments
2024-07-26 – 2nd submittal of final plat
2024-08-07 – 2nd review complete with comments
2024-09-17 – receipt of financial security for remaining construction
2024-10-30 – 3rd submittal of final plat with signatures
2024-11-06 – 3rd review complete with comments clear
2024-11-14 – County Engineer approval letter sent
2024-11-14 – final plat placed on the November 19, 2024 Commissioners Court agenda for consideration

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

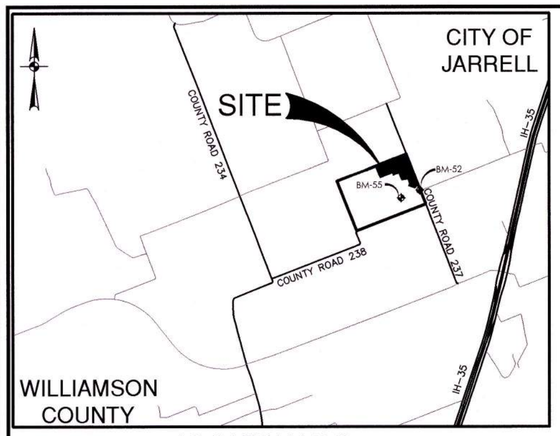
From/To	Acct No.	Description	Amount

Attachments

final plat - Rancho del Cielo Ph 4

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/14/2024 12:39 PM
Form Started By: Adam Boatright		Started On: 11/14/2024 08:53 AM
Final Approval Date: 11/14/2024		



LOCATION MAP
1"=5000'

FINAL PLAT OF RANCHO DEL CIELO, PHASE 4

A 30.800 ACRE TRACT BEING SITUATED IN THE EDMOND PARSONS SURVEY, ABSTRACT NO. 494, IN WILLIAMSON COUNTY, TEXAS, BEING OUT OF THE REMNANT PORTION OF A CALLED 198.487 ACRE TRACT, CONVEYED TO KL LHB3 AIV LLC, IN WARRANTY DEED RECORDED IN DOCUMENT NO. 2021181477 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

OWNER: KL LHB3 AIV LLC
ADDRESS: C/O KENNEDY LEWIS INVESTMENT MANAGEMENT LLC
111 WEST 33RD STREET., SUITE 1910
NEW YORK, NY 10120

ACREAGE: 32.800 ACRES
LOTS ACREAGE: 26.391 ACRES
ROW ACREAGE: 6.409 ACRES

ENGINEER & SURVEYOR:
PAPE-DAWSON CONSULTING ENGINEERS, LLC.
10801 N MOPAC EXPY.,
BLDG. 3, SUITE 200
AUSTIN, TX 78759
(512) 454-8711 P

SURVEY: EDMOND PARSONS SURVEY ABSTRACT NO. 494

NUMBER OF BLOCKS: 7

SINGLE FAMILY LOT:	210
LANDSCAPE LOT:	2
ROW DEDICATION:	2
TOTAL LOTS:	214

LINEAR FEET OF NEW STREETS: 5,305 LF

SUBMITTAL DATE: APRIL 24, 2024

BENCHMARK INFORMATION:

COMBINED SCALE FACTOR: 0.999851282120297

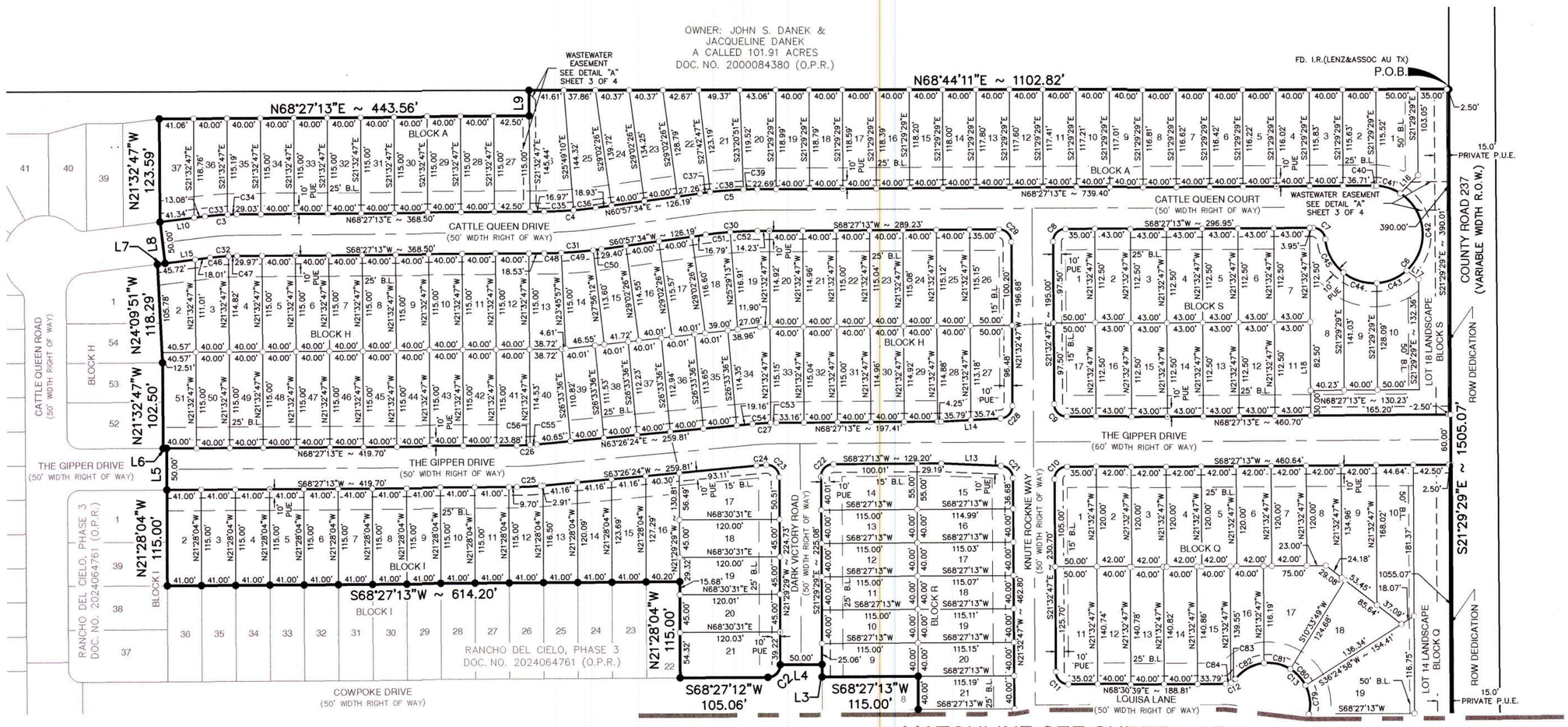
BM-52
SET MAG NAIL W/ WASHER MARKED "PAPE-DAWSON"
ON THE NORTH SIDE OF ALL AMERICAN WAY
GRID NORTHING: 10259329.6'
GRID EASTING: 3142603.0'
ELEVATION: 900.89'
NAVD 88 (GEOID12A)

BM-55
SET MAG NAIL W/ WASHER MARKED "PAPE-DAWSON"
ON THE INTERSECTION OF TEXAS ANGEL WAY
AND KNUTE ROCKIE WAY
GRID NORTHING: 10258971.2'
GRID EASTING: 3141737.6'
ELEVATION: 882.59'
NAVD 88 (GEOID12A)

0' 100' 200' 300'
SCALE: 1"= 100'

LEGEND

DOC. NO.	DOCUMENT NUMBER
O.P.R.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
FD. I.R.	FOUND IRON ROD
R.O.W.	RIGHT OF WAY
VOL.	VOLUME
PG.	PAGE(S)
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
B.L.	BUILDING LINE
LL	LANDSCAPE LOT
MFFE	MINIMUM FINISHED FLOOR ELEVATION (NAVD88)
(SURVEYOR) ●	FOUND 1/2" IRON ROD (UNLESS NOTED OTHERWISE)
○	SET 1/2" IRON ROD (PD)
____ ____ ____ ____	BUILDING SETBACK LINE



STREET DATA						
STREET NAME	LENGTH	R.O.W. WIDTH	PVMT. WIDTH	DESIGN SPEED	MAINTAINANCE AUTHORITY	CLASSIFICATION
CATTLE QUEEN ROAD	1044 LF	50'	30' LOG - LOG	25 MPH	PUBLIC	LOCAL
CATTLE QUEEN COURT	444 LF	50'	30' LOG - LOG	25 MPH	PUBLIC	LOCAL
DARK VICTORY ROAD	265 LF	50'	30' LOG - LOG	25 MPH	PUBLIC	LOCAL
KNUTE ROCKNE WAY	938 LF	50'	30' LOG - LOG	25 MPH	PUBLIC	LOCAL
LOUISA LANE	1073 LF	50'	30' LOG - LOG	25 MPH	PUBLIC	LOCAL
THE GIPPER DRIVE	611 LF	60'	37' LOG - LOG	35 MPH	PUBLIC	COLLECTOR
THE GIPPER DRIVE	929 LF	50'	30' LOG - LOG	25 MPH	PUBLIC	LOCAL

PAPE-DAWSON ENGINEERS
AUSTIN I SAN ANTONIO I HOUSTON I FORT WORTH I DALLAS
10801 N MOPAC EXPY, BLDG 3, STE 200 I AUSTIN, TX 78759 I 512.454.8711
TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10028801

RANCHO DEL CIELO, PHASE 4
Survey Job No. 51118-06
Date: Aug 23, 2024, 4:15pm User ID: DRodriguez
File: H:\Survey\CIVIL\51118-06\Plat\RanchoDelCieloPhase4\51118-06.dwg

FINAL PLAT
OF
RANCHO DEL CIELO, PHASE 4

A 30.800 ACRE TRACT BEING SITUATED IN THE EDMOND PARSONS SURVEY, ABSTRACT NO. 494, IN WILLIAMSON COUNTY, TEXAS, BEING OUT OF THE REMNANT PORTION OF A CALLED 198.487 ACRE TRACT, CONVEYED TO KL LHB3 AIV LLC, IN WARRANTY DEED RECORDED IN DOCUMENT NO. 2021181477 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

0' 100' 200' 300'

SCALE: 1"= 100'

RANCHO DEL CIELO, PHASE 4

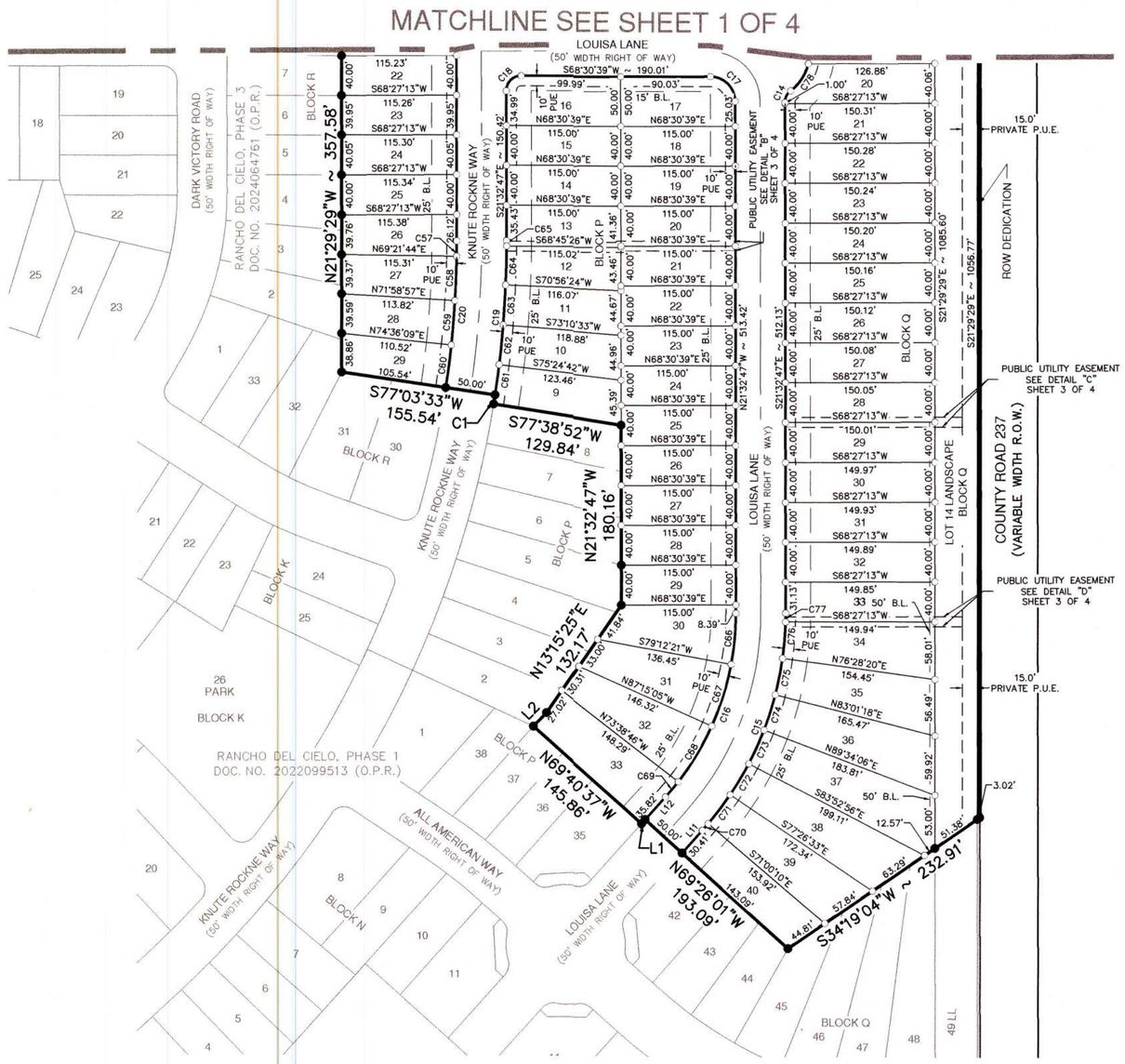
Survey Job No. 51118-06

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S20°33'59"W	5.40'
L2	N22°33'38"E	18.96'
L3	N21°29'29"W	14.94'
L4	S68°30'31"W	50.00'
L5	N21°32'47"W	50.00'
L6	S68°27'13"W	4.18'
L7	N61°44'30"E	9.31'
L8	N28°15'30"W	50.00'
L9	N21°32'47"W	30.44'
L10	N61°44'30"E	54.42'
L11	S20°33'59"W	30.41'
L12	N20°33'59"E	30.41'
L13	S71°07'31"W	71.53'
L14	N65°46'54"E	71.53'
L15	S61°44'30"W	54.42'
L16	S23°08'16"W	30.40'
L17	S75°04'50"E	17.68'
L18	N21°32'47"W	112.50'
L19	S21°32'47"E	145.44'
L20	S66°15'35"E	10.66'

LINE TABLE		
LINE #	BEARING	LENGTH
L21	S21°32'47"E	127.30'
L22	S66°31'28"E	3.79'
L23	N68°27'13"E	6.79'
L24	S21°29'29"E	34.00'
L25	S68°27'13"W	39.68'
L26	S68°27'13"W	24.47'
L27	N21°32'47"W	115.00'
L28	N68°27'13"E	7.50'
L29	N21°14'34"W	10.00'
L30	N68°45'26"E	109.99'
L31	N21°32'47"W	1.34'
L32	N68°30'39"E	120.01'
L33	S21°29'21"E	10.00'
L34	S68°30'39"W	110.00'
L35	S21°32'47"E	1.38'
L36	S68°45'26"W	120.04'
L37	N21°32'47"W	10.00'
L38	S21°29'29"E	10.00'
L39	S21°29'29"E	10.00'

CURVE TABLE					
CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	1025.00'	000°30'43"	N12°36'30"W	9.16'	9.16'
C2	15.00'	089°56'42"	S23°28'52"W	21.20'	23.55'
C3	325.00'	006°42'43"	N65°05'51"E	38.05'	38.07'
C4	475.00'	007°29'38"	N64°42'23"E	62.08'	62.13'
C5	525.00'	007°29'38"	N64°42'23"E	68.62'	68.67'
C6	58.50'	264°55'33"	S20°55'01"W	86.31'	270.49'
C7	15.00'	084°55'35"	N69°05'00"W	20.25'	22.23'
C8	15.00'	090°00'00"	S23°27'13"W	21.21'	23.56'
C9	15.00'	090°00'00"	S66°32'47"E	21.21'	23.56'
C10	15.00'	090°00'00"	S23°27'13"W	21.21'	23.56'
C11	15.00'	089°56'34"	S66°31'04"E	21.20'	23.55'
C12	15.00'	052°01'12"	N42°30'03"E	13.16'	13.62'
C13	50.00'	193°58'59"	S66°31'04"E	99.26'	169.28'
C14	15.00'	052°01'12"	S04°27'49"W	13.16'	13.62'
C15	325.00'	042°06'47"	S00°29'24"E	233.54'	238.88'
C16	275.00'	042°06'47"	N00°29'24"W	197.61'	202.13'
C17	25.00'	089°56'34"	N66°31'04"W	35.34'	39.24'
C18	15.00'	090°03'26"	S23°28'56"W	21.22'	23.58'
C19	1025.00'	008°40'57"	S17°12'19"E	155.18'	155.32'
C20	975.00'	008°41'11"	N17°12'12"W	147.67'	147.81'
C21	15.00'	087°19'41"	N65°12'38"W	20.71'	22.86'
C22	15.00'	089°56'42"	S23°28'52"W	21.20'	23.55'
C23	15.00'	092°39'18"	N67°49'08"W	21.70'	24.26'
C24	275.00'	002°24'49"	S64°38'49"W	11.58'	11.58'
C25	325.00'	005°00'48"	S65°56'48"W	28.43'	28.44'
C26	275.00'	005°00'48"	N65°56'48"E	24.05'	24.06'
C27	325.00'	005°00'48"	N65°56'48"E	28.43'	28.44'
C28	15.00'	087°19'41"	N22°07'03"E	20.71'	22.86'
C29	15.00'	090°00'00"	N66°32'47"W	21.21'	23.56'
C30	475.00'	007°29'38"	S64°42'23"W	62.08'	62.13'
C31	525.00'	007°29'38"	S64°42'23"W	68.62'	68.67'
C32	275.00'	006°42'43"	S65°05'51"W	32.20'	32.21'
C33	325.00'	004°46'38"	N64°07'49"E	27.09'	27.10'
C34	325.00'	001°56'05"	N67°29'10"E	10.97'	10.97'
C35	475.00'	004°16'22"	N66°19'01"E	35.42'	35.42'
C36	475.00'	003°13'16"	N62°34'12"E	26.70'	26.70'
C37	525.00'	001°19'39"	N61°37'24"E	12.16'	12.16'
C38	525.00'	004°21'55"	N64°28'11"E	39.99'	40.00'
C39	525.00'	001°48'04"	N67°33'11"E	16.50'	16.50'
C40	58.50'	003°13'42"	N70°04'06"E	3.30'	3.30'
C41	58.50'	029°50'56"	N86°36'25"E	30.13'	30.48'
C42	58.50'	105°09'05"	S25°53'34"E	92.92'	107.36'
C43	58.50'	038°39'06"	S46°00'31"W	38.72'	39.46'
C44	58.50'	042°06'20"	S86°23'14"W	42.03'	42.99'
C45	58.50'	045°56'23"	N49°35'24"W	45.66'	46.91'
C46	275.00'	004°37'19"	S64°03'10"W	22.18'	22.18'
C47	275.00'	002°05'23"	S67°24'31"W	10.03'	10.03'
C48	525.00'	002°13'10"	S67°20'38"W	20.34'	20.34'
C49	525.00'	004°10'14"	S64°08'55"W	38.21'	38.22'
C50	525.00'	001°06'14"	S61°30'41"W	10.11'	10.12'
C51	475.00'	003°33'13"	S62°44'10"W	29.45'	29.46'
C52	475.00'	003°56'26"	S66°29'00"W	32.66'	32.67'
C53	325.00'	001°12'20"	N67°51'03"E	6.84'	6.84'
C54	325.00'	003°48'29"	N65°20'39"E	21.60'	21.60'
C55	275.00'	001°39'12"	N64°16'00"E	7.94'	7.94'
C56	275.00'	003°21'36"	N66°46'24"E	16.12'	16.13'
C57	975.00'	000°54'31"	S21°05'32"E	15.46'	15.46'
C58	975.00'	002°37'13"	S19°19'40"E	44.58'	44.59'
C59	975.00'	002°37'13"	S16°42'27"E	44.58'	44.59'
C60	975.00'	002°32'14"	S14°07'44"E	43.17'	43.18'

CURVE TABLE					
CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C61	1025.00'	002°14'09"	S13°28'13"E	40.00'	40.00'
C62	1025.00'	002°14'09"	S15°42'22"E	40.00'	40.00'
C63	1025.00'	002°14'09"	S17°56'32"E	40.00'	40.00'
C64	1025.00'	002°10'58"	S20°09'05"E	39.05'	39.05'
C65	1025.00'	000°18'13"	S21°23'41"E	5.43'	5.43'
C66	275.00'	010°45'09"	N16°10'13"W	51.53'	51.61'
C67	275.00'	013°32'33"	N04°01'22"W	64.85'	65.00'
C68	275.00'	013°36'20"	N09°33'05"E	65.15'	65.30'
C69	275.00'	004°12'45"	N18°27'37"E	20.21'	20.22'
C70	325.00'	001°34'10"	S19°46'55"W	8.90'	8.90'
C71	325.00'	006°26'23"	S15°46'39"W	36.51'	36.53'
C72	325.00'	006°26'23"	S09°20'16"W	36.51'	36.53'
C73	325.00'	006°32'59"	S02°50'35"W	37.13'	37.15'
C74	325.00'	006°32'48"	S03°42'18"E	37.11'	37.13'
C75	325.00'	006°32'58"	S10°15'11"E	37.13'	37.15'
C76	325.00'	006°27'19"	S16°45'19"E	36.60'	36.62'
C77	325.00'	001°33'49"	S20°45'53"E	8.87'	8.87'
C78	50.00'	037°55'32"	S11°30'39"W	32.50'	33.10'
C79	50.00'	041°02'41"	S27°58'28"E	35.06'	35.82'
C80	50.00'	030°56'23"	S63°57'59"E	26.67'	27.00'
C81	50.00'	037°50'58"	N81°38'20"E	32.43'	33.03'
C82	50.00'	046°13'25"	N39°36'09"E	39.25'	40.34'
C83	15.00'	027°34'15"	N30°16'34"E	7.15'	7.22'
C84	15.00'	024°26'57"	N56°17'10"E	6.35'	6.40'
C85	471.00'	007°29'38"	N64°42'23"E	61.56'	61.60'
C86	529.00'	007°29'38"	N64°42'23"E	69.14'	69.19'
C87	58.50'	060°50'41"	N81°07'27"W	59.25'	62.12'
C88	525.00'	007°29'38"	S64°42'23"W	68.62'	68.67'
C89	475.00'	007°29'38"	S64°42'23"W	62.08'	62.13'
C90	325.00'	001°45'49"	N19°58'58"W	10.00'	10.00'



LEGEND

DOC. NO.	DOCUMENT NUMBER
O.P.R.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
FD. I.R.	FOUND IRON ROD
R.O.W.	RIGHT OF WAY
VOL.	VOLUME
PG.	PAGE(S)
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
B.L.	BUILDING LINE
LL	LANDSCAPE LOT
MFFE	MINIMUM FINISHED FLOOR ELEVATION (NAVD88)
(SURVEYOR) ●	FOUND 1/2" IRON ROD (UNLESS NOTED OTHERWISE)
○	SET 1/2" IRON ROD (PD)
— — — —	BUILDING SETBACK LINE

PAPE-DAWSON ENGINEERS

AUSTIN I SAN ANTONIO I HOUSTON I FORT WORTH I DALLAS

10801 N MOPAC EXPY, BLDG 3, STE 200 I AUSTIN, TX 78759 I 512.454.8711

TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10028801

Date: Aug 23, 2024, 4:15pm User ID: DRodriguez
File: N:\Survey\Civil\51118-06\Plat\RanchoDelCielo Phase4\PLS\51118-06.dwg

FIELD NOTES

FOR

A 30.800 ACRE TRACT OF LAND BEING SITUATED IN THE EDMOND PARSONS SURVEY, ABSTRACT NO. 494, IN WILLIAMSON COUNTY, TEXAS, BEING OUT OF THE REMNANT PORTION OF A CALLED 198.487 ACRE TRACT, CONVEYED TO KL LHB3 AIV LLC, IN WARRANTY DEED RECORDED IN DOCUMENT NO. 2021181477 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 30.800 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE:

BEGINNING at an iron rod with cap marked "Lenz & Assoc Au Tx" found on a point in the west right-of-way line of County Road 237, a variable width right-of-way, said point being the southeast corner of a called 101.91 acre tract, conveyed to John S. Danek & Jacqueline Danek, recorded in Document No. 2000084380 of said Official Public Records, said point being the northeast corner of the Remnant Portion of said 198.487 acre tract of said Official Public Records, for the northeast corner and POINT OF BEGINNING hereof;

THENCE S 21°29'29" E, departing the south boundary line of said 101.91 acre tract, with the west right-of-way line of said County Road 237, same being the east boundary line of said 198.487 acre tract, a distance of 1505.07 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found on the northeast corner of Rancho Del Cielo, Phase 1, a subdivision according to the plat recorded in Document No. 2022099513 of the Official Public Records of Williamson County, Texas, same being the southeast corner of the Remnant portion of said 198.487 acre tract for the southeast corner hereof;

THENCE, departing the west right-of-way line of said County Road 237, with the north boundary line of said Rancho Del Cielo, Phase 1, same being the south boundary line of the Remnant Portion of said 198.487 acre tract, the following four (4) courses and distances:

1. S 34°19'04" W, a distance of 232.91 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found hereof,
2. N 69°26'01" W, a distance of 193.09 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found hereof,
3. S 20°33'59" W, a distance of 5.40 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found hereof,
4. N 69°40'37" W, a distance of 145.86 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found on the southeast corner of Rancho Del Cielo, Phase 3, a subdivision according to the plat recorded in Document No. 2024064761 of said Official Public Records, same being a southwest corner of the Remnant Portion of said 198.487 acre tract hereof,

THENCE, departing the north boundary line of said Rancho Del Cielo, Phase 1, with the east and north boundary lines of said Rancho Del Cielo, Phase 3, same being the west and south boundary lines of the Remnant Portion of said 198.487 acre tract, the following twenty-four (24) courses and distances:

1. N 22°33'38" E, a distance of 18.96 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found hereof,
2. N 13°15'25" E, a distance of 132.17 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found hereof,
3. N 21°32'47" W, a distance of 180.16 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found hereof,
4. S 77°38'52" W, a distance of 129.84 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for a point of non-tangent curvature hereof,
5. along the arc of a curve to the left having a radius of 1025.00 feet, a central angle of 00°30'43", a chord bearing and distance of N 12°36'30" W, 9.16 feet, an arc length of 9.16 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for a point of non-tangency hereof,
6. S 77°03'33" W, a distance of 155.54 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found hereof,
7. N 21°29'29" W, a distance of 357.58 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found hereof,
8. S 68°27'13" W, a distance of 115.00 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found hereof,
9. N 21°29'29" W, a distance of 14.94 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found hereof,
10. S 68°30'31" W, a distance of 50.00 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for a point of non-tangent curvature hereof,
11. along the arc of a curve to the right having a radius of 15.00 feet, a central angle of 89°56'42", a chord bearing and distance of S 23°28'52" W, 21.20 feet, an arc length of 23.55 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for a point of non-tangency hereof,
12. S 68°27'12" W, a distance of 105.06 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found hereof,
13. N 21°28'04" W, a distance of 115.00 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found hereof,
14. S 68°27'13" W, a distance of 614.20 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for the westernmost southwest corner hereof,
15. N 21°28'04" W, a distance of 115.00 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found hereof,
16. N 21°32'47" W, a distance of 50.00 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found hereof,
17. S 68°27'13" W, a distance of 4.18 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found hereof,
18. N 21°32'47" W, a distance of 102.50 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found hereof,
19. N 24°09'51" W, a distance of 118.29 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found hereof,
20. N 61°44'30" E, a distance of 9.31 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found hereof,
21. N 28°15'30" W, a distance of 50.00 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found hereof,
22. N 21°32'47" W, a distance of 123.59 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for the westernmost northwest corner hereof,
23. N 68°27'13" E, a distance of 443.56 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found hereof, and
24. N 21°32'47" W, a distance of 30.44 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found on the south boundary line of said 101.91 acre tract, said point being the north boundary line of the Remnant Portion of said 198.487 acre tract, same being the northeast corner of said Rancho Del Cielo, Phase 3 for the northernmost northwest corner hereof,

THENCE N 68°44'11" E, departing the east boundary line of said Rancho Del Cielo, Phase 3, with the south boundary line of said 101.91 acre tract, same being the north boundary line of the Remnant Portion of said 198.487 acre tract, a distance of 1102.82 feet to the POINT OF BEGINNING, and containing 30.800 acres in Williamson County, Texas. Said tract being described in accordance with a survey made on the ground and a survey map prepared by Pape Dawson Consulting Engineers, Llc. under Job No. 51118-06.

FINAL PLAT
OF
RANCHO DEL CIELO, PHASE 4

A 30.800 ACRE TRACT BEING SITUATED IN THE EDMOND PARSONS SURVEY, ABSTRACT NO. 494, IN WILLIAMSON COUNTY, TEXAS, BEING OUT OF THE REMNANT PORTION OF A CALLED 198.487 ACRE TRACT, CONVEYED TO KL LHB3 AIV LLC, IN WARRANTY DEED RECORDED IN DOCUMENT NO. 2021181477 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

NOTES:

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

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

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

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

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

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

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

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

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

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

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

12) WATER AND WASTEWATER SERVICE TO THIS SUBDIVISION WILL BE PROVIDED BY THE CITY OF JARRELL.

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

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

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

16) DRIVEWAYS SHALL CONNECT ONLY TO AN INTERNAL PLATTED ROAD AND NOT TO CR 237 OR CR 238.

17) IF ANY SIDEWALKS ARE CONSTRUCTED IN THIS SUBDIVISION, THEY WILL BE OWNED AND MAINTAINED BY THE RANCHO DEL CIELO MUNICIPAL UTILITY DISTRICT OR THE HOMEOWNER'S ASSOCIATION.

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

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

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

21) EXCEPT IN AREAS REQUIRED TO MEET LEGAL ACCESSIBILITY REQUIREMENTS, THE MINIMUM FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR AT LEAST ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.

22) 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.

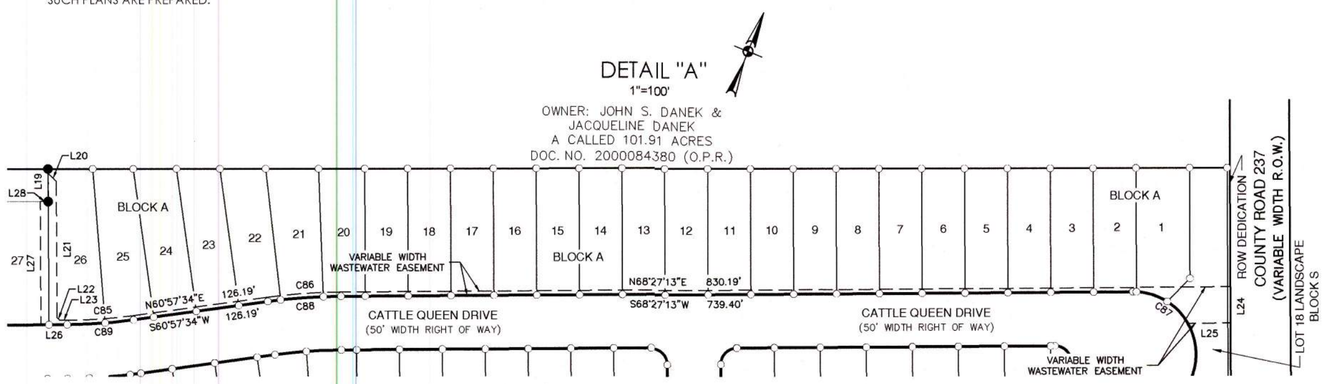
23) NO PORTION OF THIS SUBDIVISION IS ENCROACHED BY A SPECIAL FLOOD HAZARD AREA(S) INUNDATED BY THE 100-YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48491C0125F, EFFECTIVE DATE DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.

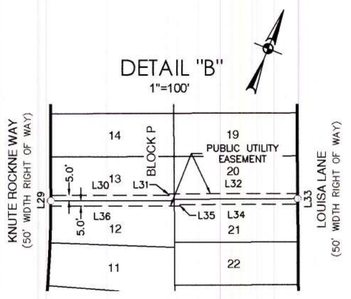
24) THIS SUBDIVISION IS SUBJECT TO WATER AND WASTEWATER ACCESS FEES AS OUTLINED IN THE RANCHO DEL CIELO UTILITY AND CONSENT AGREEMENT WITH THE CITY OF JARRELL, DATED OCTOBER 27, 2020.

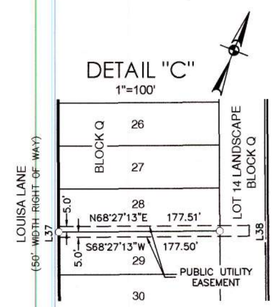
25) THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF RANCHO DEL CIELO MUNICIPAL UTILITY DISTRICT, A POLITICAL SUBDIVISION OF THE STATE OF TEXAS.

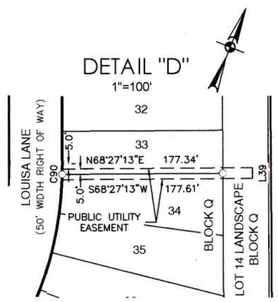
26) MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAT THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.

27) ALL STRUCTURES/OBSTRUCTIONS ARE PROHIBITED WITHIN DRAINAGE EASEMENTS.









PAPE-DAWSON ENGINEERS

AUSTIN I SAN ANTONIO I HOUSTON I FORT WORTH I DALLAS

10801 N MOPAC EXPY, BLDG 3, STE 200 I AUSTIN, TX 78759 I 512.454.8711

TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10028801

RANCHO DEL CIELO, PHASE 4

Survey Job No. 51118-06

Date: Aug 23, 2024, 4:18pm User ID: DRodriguez
File: H:\Survey\Civil\51118-06\Plat\RanchoDelCieloPhase4\51118-06.dwg

FINAL PLAT
OF
RANCHO DEL CIELO, PHASE 4

A 30.800 ACRE TRACT BEING SITUATED IN THE EDMOND PARSONS SURVEY, ABSTRACT NO. 494, IN WILLIAMSON COUNTY, TEXAS, BEING OUT OF THE REMNANT PORTION OF A CALLED 198.487 ACRE TRACT, CONVEYED TO KL LHB3 AIV LLC, IN WARRANTY DEED RECORDED IN DOCUMENT NO. 2021181477 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

STATE OF ARIZONA §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF MARICOPA §

THAT KL LHB3 AIV LLC, AS OWNER OF THE REMNANT PORTION OF THE CERTAIN 198.487 ACRE TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A WARRANTY DEED RECORDED IN DOCUMENT NO. 2021181477 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 TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.

THIS SUBDIVISION IS TO BE KNOWN AS "RANCHO DEL CIELO, PHASE 4"

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 29 DAY OF October, 2024.

KL LHB3 AIV LLC
A DELAWARE LIMITED LIABILITY COMPANY

C/O KENNEDY LEWIS INVESTMENTS MANAGEMENT LLC
111 WEST 33RD STREET, SUITE 1910
NEW YORK, NY 10120

BY: Nathan Holt
KL LHB3 AIV LLC
~~RYAN MOTT~~ NATHAN HOLT

STATE OF ARIZONA §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF MARICOPA §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Nathan Holt, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 29 DAY OF October, 2024.

Julie Gillett
NOTARY PUBLIC IN AND FOR THE STATE OF ARIZONA

JULIE GILLETT
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 635441
Expires August 05, 2026

MY COMMISSION EXPIRES: 08/05/2026

ENGINEER'S CERTIFICATION

I, MICHAEL FISHER, LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS "RANCHO DEL CIELO, PHASE 4" PLAT IS IN COMPLIANCE WITH THE SUBDIVISION REGULATIONS ADOPTED BY WILLIAMSON COUNTY, TEXAS.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT TRAVIS, COUNTY, TEXAS THIS 23 DAY OF SEPTEMBER, 2024.

STATE OF TEXAS
MICHAEL S. FISHER
87704
LICENSED
PROFESSIONAL ENGINEER

9/23/24

MICHAEL FISHER, P.E.
PROFESSIONAL ENGINEER NO. 87704
PAPE-DAWSON CONSULTING ENGINEERS, LLC.
TBPE, FIRM REGISTRATION NO. 470

SURVEYOR'S CERTIFICATION

I, PARKER J. GRAHAM, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY AND THAT THE PROPERTY MARKERS AND MONUMENTS WERE PLACED UNDER MY SUPERVISION ON THE GROUND. THE FIELD WORK WAS COMPLETED ON July 3, 2024.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT TRAVIS, COUNTY, TEXAS THIS 4 DAY OF OCTOBER, 2024.

PARKER J. GRAHAM
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5556
PAPE-DAWSON CONSULTING ENGINEERS, LLC.
TBPLS, FIRM REGISTRATION NO. 10028801

STATE OF TEXAS
REGISTERED
PARKER GRAHAM
5556
PROFESSIONAL
LAND SURVEYOR

10/04/2024

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 10th DAY OF October, 2024 A.D.

on Behalf
Travis Barrington of Teresa Baker
WILLIAMSON COUNTY ADDRESS COORDINATOR

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

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

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

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

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

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

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

THAT I, NANCY E. RISTER, CLERK OF THE COUNTY COURT OF WILLIAMSON 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 OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, IN DOCUMENT NO. _____.

TO CERTIFY WHICH, 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 OF WILLIAMSON COUNTY, TEXAS

BY: _____, DEPUTY

PAPE-DAWSON ENGINEERS

AUSTIN I SAN ANTONIO I HOUSTON I FORT WORTH I DALLAS
10801 N MOPAC EXPY, BLDG 3, STE 200 I AUSTIN, TX 78759 I 512.454.8711
TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10028801

RANCHO DEL CIELO, PHASE 4
Survey Job No. 51118-06

Date: Aug 23, 2024, 4:18pm User ID: DPhotopoulos
File: H:\Survey\Civil\51118-06\Plat\RanchoDelCielPhase4\PL51118-06.dwg

Commissioners Court - Regular Session **39.**

Meeting Date: 11/19/2024

Preliminary plat for the Taylor Meadows subdivision – Pct 4

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the preliminary plat for the Taylor Meadows subdivision – Precinct 4.

Background

This proposed subdivision consists of 1,864 single family lots, 11 detention pond lots, 70 landscape lots, 1 floodplain lot, 1 wastewater treatment plant lot, 1 mixed use lot, 2 single-family for rent lots, 3 multifamily lots, 1 commercial lot and 53,037 linear feet of new public roads.

Timeline

2022-12-08 – initial submittal of the preliminary plat
2023-01-07 – 1st review complete with comments
2023-02-01 – 2nd submittal of preliminary plat
2023-02-17 – 2nd review complete with comments
2023-03-07 – 3rd submittal of preliminary plat
2023-03-22 – 3rd review complete with comments
2023-05-03 – 4th submittal of preliminary plat
2023-05-18 – 4th review complete with comments
2023-06-13 – 5th submittal of preliminary plat
2023-06-28 – 5th review complete with comments
2023-07-24 – 6th submittal of preliminary plat
2023-08-08 – 6th review complete with comments
2024-07-01 – 7th submittal of preliminary plat
2024-17-16 – 7th review complete with comments
2024-10-14 – 8th submittal of preliminary plat
2024-10-28 – 8th review complete with minor comments
2024-11-07 – 9th submittal of preliminary plat
2024-11-14 – 9th review complete with comments clear
2024-11-14 – preliminary plat placed on the November 19, 2024 Commissioners Court agenda for consideration

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

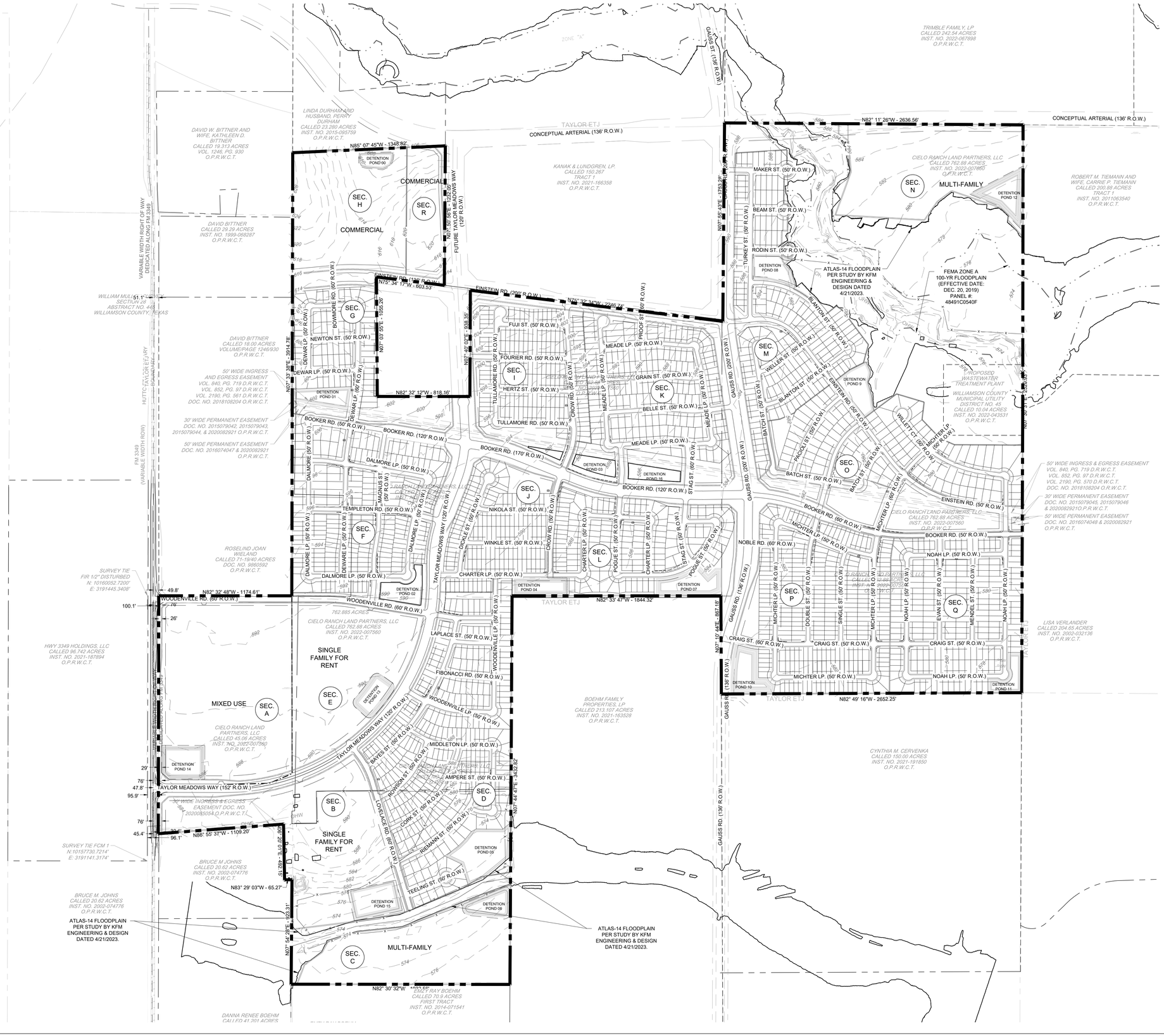
Attachments

preliminary plat - Taylor Meadows

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/14/2024 12:43 PM
Form Started By: Adam Boatright		Started On: 11/14/2024 08:58 AM

Final Approval Date: 11/14/2024



KFM
ENGINEERING & DESIGN
1301 S. MOPAC EXPY., SUITE 150
AUSTIN, TEXAS 78746
PHONE: (512) 628-8281
WWW.KFM-LLC.COM
TBPE #: F-20821

DATE:
DESCRIPTION:
DELTA:
DATE:
DESCRIPTION:
ISSUE:

OWNER
TAYLOR MEADOWS 712, LP
2904 SHADY CREEK DRIVE
FLOWER MOUND, TX 75022
(214) 505-6523
KAMALAKAR.POONURU@GMAIL.COM

OWNER
CIELO RANCH LAND PARTNERS, LLC
311 WESTWOOD TERRACE
AUSTIN, TX 78746
(512) 914-7802
TODD@INSITE-AUSTIN.COM

ENGINEER
KFM ENGINEERING & DESIGN
1301 S. MOPAC EXPY, STE 150
AUSTIN, TX 78746
(512) 628-8281
MZUPAN@KFM-LLC.COM

CLIENT
TAYLOR MEADOWS 712, LP

PROJECT
TAYLOR MEADOWS

SHEET TITLE
OVERALL PLAT

BENCHMARKS

1. **T.B.M. #1: "X" CUT**
   ELEVATION = 582.73'

2. **T.B.M. #2: "X" CUT**
   ELEVATION = 587.12'

STATE OF TEXAS
BRIAN LANDRY
139447
LICENSED
PROFESSIONAL
ENGINEER
11/07/2024

PROJECT NUMBER:
020075008

DRAWN BY: TJH
DESIGNED BY: BL
CHECKED BY: MZ

DATE:
2023/09/12

SHEET:

p:\020075\008\cad\sheets\020075008_ovr01.dwg-jthrego-11/7/2024 8:32 AM

N

0 400 800

SCALE: 1" = 400'

LEGEND

EXISTING 2' CONTOUR

PROPOSED 2' CONTOUR

PROPERTY BOUNDARY

SHEET 7 | SHEET 8 & 37 | SHEET 9

SHEET 10 | SHEET 11 & 38 | SHEET 12 & 39 | SHEET 13 & 40 | SHEET 14 & 41 | SHEET 15 & 42

SHEET 16 & 43 | SHEET 17 & 44 | SHEET 18 & 45 | SHEET 19 & 46 | SHEET 20 & 47

SHEET 21 | SHEET 22 & 48 | SHEET 23 & 49 | SHEET 24 & 50 | SHEET 25 & 51 | SHEET 26 & 52

SHEET 27 & 53 | SHEET 28 & 54 | SHEET 29 & 55 | SHEET 30 & 56 | SHEET 31 & 57

SHEET 32 | SHEET 33 & 58 | SHEET 34 & 59

SHEET 35 | SHEET 36

ATLAS-14 FLOODPLAIN PER STUDY BY KFM ENGINEERING & DESIGN DATED 4/21/2023.

FEMA ZONE A 100-YR FLOODPLAIN (EFFECTIVE DATE: DEC. 20, 2019) PANEL #: 48491C0540F

ATLAS-14 FLOODPLAIN PER STUDY BY KFM ENGINEERING & DESIGN DATED 4/21/2023.

ATLAS-14 FLOODPLAIN PER STUDY BY KFM ENGINEERING & DESIGN DATED 4/21/2023.

WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 48 CALLED 10.04 ACRES INST. NO. 2022-043531 O.P.R.W.C.T.

50' WIDE INGRESS & EGRESS EASEMENT VOL. 840, PG. 719 D.R.W.C.T. VOL. 852, PG. 97 D.R.W.C.T. VOL. 3190, PG. 570 D.R.W.C.T. DOC. NO. 2018108204 O.R.W.C.T.

30' WIDE PERMANENT EASEMENT DOC. NO. 2015079045, 2015079046 & 2020082921 O.P.R.W.C.T.

50' WIDE PERMANENT EASEMENT DOC. NO. 2016074048 & 2020082921 O.P.R.W.C.T.

50' WIDE INGRESS AND EGRESS EASEMENT VOL. 840, PG. 719 D.R.W.C.T. VOL. 852, PG. 97 D.R.W.C.T. DOC. NO. 2018108204 O.R.W.C.T.

30' WIDE PERMANENT EASEMENT DOC. NO. 2015079042, 2015079043, 2015079044, & 2020082921 O.P.R.W.C.T.

50' WIDE PERMANENT EASEMENT DOC. NO. 2016074047 & 2020082921 O.P.R.W.C.T.

30' WIDE INGRESS & EGRESS EASEMENT DOC. NO. 2020082921 O.P.R.W.C.T.

SURVEY TIE FIR 1/2" DISTURBED N: 10160052.7300' E: 3191445.3408'

SURVEY TIE FCM 1 N:10157730.7214' E: 3191141.3174'

BENCHMARKS

1. T.B.M. #1: "X" CUT
   ELEVATION = 582.73'

2. T.B.M. #2: "X" CUT
   ELEVATION = 587.12'

KFM ENGINEERING & DESIGN
1301 S. MOPAC EXPY., SUITE 150
AUSTIN, TEXAS 78746
PHONE: (512) 628-8281
WWW.KFM-LLC.COM
TBPE #: F-20821

ISSUE: DESCRIPTION: DATE:

DELTA: DESCRIPTION: DATE:

CLIENT: TAYLOR MEADOWS 712, LP

PROJECT: TAYLOR MEADOWS

SHEET TITLE: OVERALL KEYMAP

STATE OF TEXAS
BRIAN LANDRY
139447
LICENSED PROFESSIONAL ENGINEER
11/07/2024

PROJECT NUMBER: 020075008

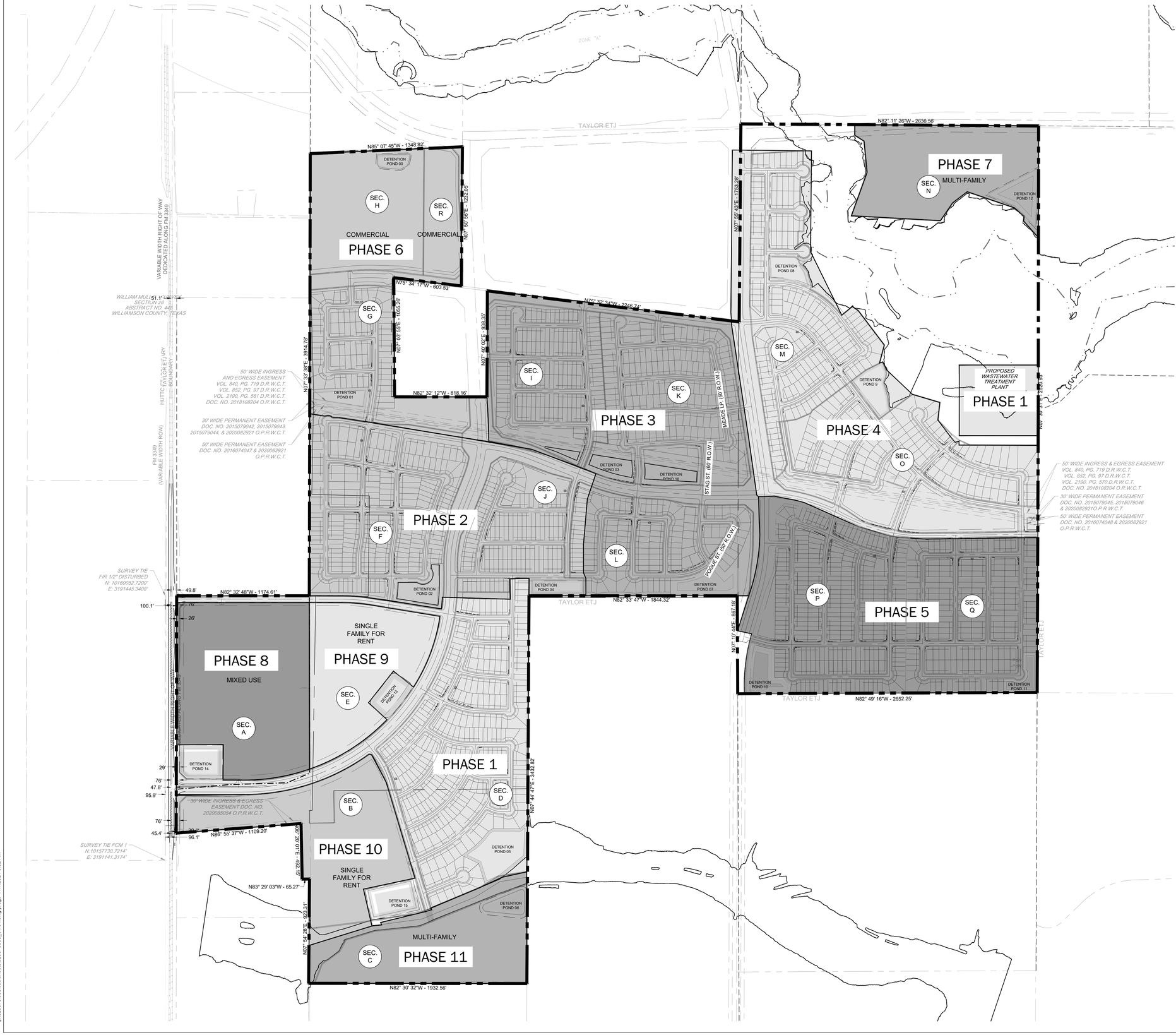
DRAWN BY: TJH | DESIGNED BY: BL | CHECKED BY: MZ

DATE: 2023/09/12

SHEET:

2 OF 59

p:\020075008\cad\sheets\020075008_ovr01.dwg-[Prep>-11/7/2024 9:32 AM



BENCHMARKS

1. **T.B.M. #1: "X" CUT**
   ELEVATION = 582.73'

2. **T.B.M. #2: "X" CUT**
   ELEVATION = 587.12'

KFM
ENGINEERING & DESIGN
1301 S. MOPAC EXPY., SUITE 150
AUSTIN, TEXAS 78746
PHONE: (512) 628-8281
WWW.KFM-LLC.COM
TBPE #: F-20821

ISSUE:	DESCRIPTION:	DATE:
DELTA:	DESCRIPTION:	DATE:

CLIENT
TAYLOR MEADOWS 712, LP

PROJECT
TAYLOR MEADOWS

SHEET TITLE
OVERALL PHASING PLAN

STATE OF TEXAS
BRIAN LANDRY
139447
LICENSED PROFESSIONAL ENGINEER
11/07/2024

PROJECT NUMBER: 020075008
DRAWN BY: TJH
DESIGNED BY: BL
CHECKED BY: MZ
DATE: 2023/09/12
SHEET:

p:\020075008\cad\sheets\020075008_ovr01.dwg-[Hego-1:177/2024 9:32 AM

PRELIMINARY PLAT NOTES

1. LOT 7 BLK. 4 SEC.M, LOT 1 BLK. 1 SEC. N, LOT 11 BLK. 2 SEC O, LOT 83 BLK. 7 SEC.D, AND LOT 1 BLK. 7 SEC. D ARE ENCROACHED BY A SPECIAL FLOOD HAZARD AREA INUNDATED BY THE 100-YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAPS, COMMUNITY PANEL NO. 48491C0700F AND 48491C0540F, EFFECTIVE DATE DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.
2. PARTS OF THIS TRACT ARE ENCROACHED BY THE EFFECTIVE FEMA 1% ANNUAL CHANCE FLOODPLAIN (ZONE A). A FLOOD STUDY HAS BEEN CONDUCTED IN ASSOCIATION WITH THIS PRELIMINARY PLAT TO DETERMINE THE 100-YEAR FLOODPLAIN. ATLAS-14 RAINFALL DATA WAS USED IN ACCORDANCE WITH THE WILLIAMSON COUNTY SUBDIVISION REGULATIONS AND OBTAINED FROM THE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION (NOAA). THE FLOODPLAIN BOUNDARIES DETERMINED BY THIS STUDY ARE SHOWN ON THIS PLAT AS "EXISTING EFFECTIVE 100-YEAR FLOODPLAIN" AND "ATLAS-14 FLOODPLAIN PER STUDY BY KFM ENGINEERING & DESIGN DATED 4/21/2023."
3. THE BEARINGS HEREIN WERE ORIENTED TO AGREE WITH GRID NORTH (TEXAS CENTRAL ZONE - NAD 83).
4. WATER SERVICE TO BE PROVIDED BY JONAH WATER SPECIAL UTILITY DISTRICT.
5. WASTEWATER SERVICE TO BE PROVIDED CITY OF HUTTO.
6. BLOCKING THE FLOW OF WATER OR CONSTRUCTION OF IMPROVEMENTS IN DRAINAGE EASEMENTS, AND FILLING OR OBSTRUCTION OF THE FLOODWAY IS PROHIBITED; AND, THE EXISTING CREEKS OR DRAINAGE CHANNELS TRAVERSING ALONG OR ACROSS THE SUBDIVIDED TRACTS WILL REMAIN AS OPEN CHANNELS, AND WILL BE MAINTAINED BY THE INDIVIDUAL OWNERS OF THE LOT OR LOTS THAT ARE TRAVERSED BY OR ADJACENT TO THE CREEKS OR DRAINAGE CHANNELS; AND, WILLIAMSON COUNTY WILL NOT BE RESPONSIBLE FOR ANY PROPERTY DAMAGE, PROPERTY LOSS, PERSONAL INJURY, OR LOSS OF LIFE BY FLOODING OR FLOODING CONDITIONS; AND WILLIAMSON COUNTY WILL NOT BE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF DRAINAGE WAYS FOR THE CONTROL OF EROSION LOCATED ON PRIVATE PROPERTY.
7. 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.
8. THE COUNTY ASSURES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND CONVEYED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
9. ALL PUBLIC ROADWAYS AND EASEMENTS SHOWN ON THIS PLAT ARE FREE OF LIENS.
10. ANY DEVELOPMENT ON A LOT FOR OTHER THAN SINGLE FAMILY RESIDENTIAL USE WILL REQUIRE COMPLIANCE WITH WILLIAMSON COUNTY REGULATION B11.1 AND ON-SITE DETENTION SHALL BE PROVIDED AS REQUIRED OR NEEDED.
11. THE PURPOSE OF THE PRELIMINARY PLAT IS TO SHOW THE PROPOSED IMPROVEMENTS TO THE OWNER'S PROPERTY, INCLUDING THE EXISTING TOPOGRAPHY, TO EVALUATE THE EXISTING AND PROPOSED DRAINAGE PATTERNS. THERE ARE NO IMPROVEMENTS OR SUBDIVISION OF LOT: A, B, C, E, H, N & R PROPOSED WITH THIS PRELIMINARY PLAT. A REVISED PRELIMINARY PLAT SHALL BE SUBMITTED AND APPROVED PRIOR TO ANY DIVISION OF LOTS A, B, C, E, H, N, OR R INTO TWO OR MORE PARTS TO LAY OUT (1) A SUBDIVISION OF THE TRACT, INCLUDING AN ADDITION; (2) LOTS; OR (3) STREETS, ALLEYS, SQUARES, PARKS, OR OTHER PARTS. A LOT IS ANY PARCEL OR TRACT OF LAND EXCLUSIVE OF ANY ADJOINING ROAD OR ROAD RIGHT-OF-WAY THAT IS SEPARATED FROM OTHER PARCELS BY A LEGAL DESCRIPTION, A SUBDIVISION OF RECORD, OR SURVEY MAP. THE TERMS "STREET" OR "ROAD" ARE INTERCHANGEABLE AND ARE USED TO DESCRIBE ALL VEHICULAR WAYS, REGARDLESS OF ANY OTHER DESIGNATION THEY MAY CARRY OR WHETHER THE STREET OR ROAD WILL BE PUBLICS OR PRIVATELY OWNED.
12. ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
13. THIS SUBDIVISION IS VESTED TO THE WILLIAMSON COUNTY SUBDIVISION REGULATIONS DATED DECEMBER 7, 2021.
14. DRIVEWAYS SHALL ONLY CONNECT TO AN INTERNAL PLATTED ROAD AND NOT TO GAUSS ROAD, EINSTEIN ROAD, AND ARISTOTLE ROAD.
15. RIGHT-OF-WAY WIDTHS SHOWN FOR ALL PROPOSED ROADWAYS ARE MINIMUMS. ACTUAL RIGHT-OF-WAY WIDTHS MAY BE GREATER BASED UPON THE ROADWAY DESIGN.
16. IF THE FUTURE EAST-WEST CONTROLLED ACCESS ROADWAY / CORRIDOR BECOMES A DIVIDED ROADWAY, THE GAUSS ROAD AND ARISTOTLE ROAD ACCESS MAY BE LIMITED TO RIGHT-IN-RIGHT-OUT ACCESS ONLY.
17. LOTS LESS THAN 50' MAY NOT BE FURTHER SUBDIVIDED.
18. 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 M.U.D.
19. 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.
20. THE MINIMUM FFE SHALL BE AT LEAST ONE FOOT ABOVE THE ADJACENT FINISHED GRADE AND BFE. EXCEPTIONS CAN BE MADE AT ENTRANCE AND EGRESS POINTS, WHERE NECESSARY, TO MEET THE AMERICANS WITH DISABILITIES ACT (ADA). RECREATIONAL VEHICHLE PARKING PADS MUST ALSO BE PLACED AT LEAST ONE FOOT ABOVE BFE.
21. THE MINIMUM FINISHED FLOOR ELEVATIONS (FFE) FOR LOTS SHOWN ON THIS PLAT ARE DETERMINED BY A STUDY PREPARED BY KFM ENGINEERING AND DESIGN, DATED JANUARY 27, 2023.
22. FLOODPLAIN INFORMATION, SUCH AS FLOODPLAIN BOUNDARIES, DEPTHS, ELEVATIONS, AND THE MINIMUM FINISHED FLOOR ELEVATIONS SHOWN ON THIS PLAT, WILL CHANGE OVER TIME WITH BETTER DATA AND FLOOD STUDIES. THE FLOODPLAIN INFORMATION SHOWN ON THIS PLAT WAS ACCURATE AT THE TIME OF PLATTING, BUT MAY BE SUPERSEDED AT THE TIME OF CONSTRUCTION. THE BEST AVAILABLE FLOODPLAIN DATA SHALL BE UTILIZED AT THE TIME OF CONSTRUCTION, AS DETERMINED BY THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR. A FLOODPLAIN DEVELOPMENT PERMIT APPLICATION MUST BE SUBMITTED AND APPROVED PRIOR TO ANY CONSTRUCTION OR DEVELOPMENT WITHIN OR ADJACENT TO A REGULATED FLOODPLAIN.
23. 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.

ROAD NAME	ROAD CLASSIFICATION	DESIGN SPEED (MPH)	ROAD DESIGNATION	PAVEMENT WIDTH (FOC-FOC) (FT)	R.O.W. WIDTH (FT)	LENGTH (FT)
AMPERE STREET	LOCAL ROAD	25	PUBLIC	33	50	389
TAYLOR MEADOWS WAY	ARTERIAL ROAD	45	PUBLIC	VARIES	VARIES	1922
	ARTERIAL ROAD	45	PUBLIC	75	120	3176
BATCH STREET	LOCAL ROAD	25	PUBLIC	33	50	2305
BAYES STREET	LOCAL ROAD	25	PUBLIC	33	50	1584
BEAM STREET	LOCAL ROAD	25	PUBLIC	33	50	297
BELLE STREET	MINOR COLLECTOR	35	PUBLIC	40	60	245
	LOCAL ROAD	25	PUBLIC	33	50	904
BLANTON STREET	LOCAL ROAD	25	PUBLIC	33	50	2017
BOOKER ROAD	ARTERIAL ROAD	45	PUBLIC	75	120	791
	ARTERIAL ROAD	45	PUBLIC	75	VARIES	1777
	MINOR COLLECTOR	35	PUBLIC	40	60	450
	MINOR COLLECTOR	35	PUBLIC	40	VARIES	1773
	LOCAL ROAD	25	PUBLIC	33	50	1657
BOWMORE ROAD	MINOR COLLECTOR	35	PUBLIC	40	60	241
CHARTER LOOP	MINOR COLLECTOR	35	PUBLIC	40	60	230
	LOCAL ROAD	25	PUBLIC	33	50	2700
CORK STREET	LOCAL ROAD	25	PUBLIC	33	50	1038
CRAIG STREET	MINOR COLLECTOR	35	PUBLIC	40	60	429
	LOCAL ROAD	25	PUBLIC	33	50	2030
CROW ROAD	MINOR COLLECTOR	35	PUBLIC	40	60	993
	LOCAL ROAD	25	PUBLIC	33	50	1451
DALMORE LOOP	LOCAL ROAD	25	PUBLIC	33	50	4219
DEWARE LOOP	MINOR COLLECTOR	35	PUBLIC	40	60	1280
	LOCAL ROAD	25	PUBLIC	33	50	2581
DICKEL STREET	LOCAL ROAD	25	PUBLIC	33	50	920
DOUBLE STREET	MINOR COLLECTOR	35	PUBLIC	40	60	509
	LOCAL ROAD	25	PUBLIC	33	50	1596
EINSTEIN ROAD	ARTERIAL ROAD	45	PUBLIC	75	136	540
	ARTERIAL ROAD	45	PUBLIC	37.5 *	VARIES	1526
	MINOR COLLECTOR	35	PUBLIC	40	VARIES	246
	LOCAL ROAD	25	PUBLIC	33	VARIES	540
	LOCAL ROAD	25	PUBLIC	33	50	2443
EVAN STREET	MINOR COLLECTOR	35	PUBLIC	40	60	175
	LOCAL ROAD	25	PUBLIC	33	50	783
FIBONACCI ROAD	LOCAL ROAD	25	PUBLIC	33	50	471
FOURIER ROAD	MINOR COLLECTOR	35	PUBLIC	40	60	308
	LOCAL ROAD	25	PUBLIC	33	50	645
FUJI STREET	LOCAL ROAD	25	PUBLIC	33	50	624
GAUSS ROAD	ARTERIAL ROAD	45	PUBLIC	75	136	470
	ARTERIAL ROAD	45	PUBLIC	75	VARIES	2402
	ARTERIAL ROAD	45	PUBLIC	37.5 *	152	894
	ARTERIAL ROAD	45	PUBLIC	37.5 *	VARIES	819
GRAIN STREET	LOCAL ROAD	25	PUBLIC	33	50	880
HERTZ STREET	LOCAL ROAD	25	PUBLIC	33	50	666
LAPLACE STREET	LOCAL ROAD	25	PUBLIC	33	50	379
LOVELACE ROAD	MINOR COLLECTOR	35	PUBLIC	40	60	1549
MAGNUS STREET	MINOR COLLECTOR	35	PUBLIC	40	60	252
	LOCAL ROAD	25	PUBLIC	33	50	1295
MAKER STREET	MINOR COLLECTOR	35	PUBLIC	40	60	245
	LOCAL ROAD	25	PUBLIC	33	50	314
MEADE LOOP	LOCAL ROAD	25	PUBLIC	33	50	3768
MENDEL STREET	LOCAL ROAD	25	PUBLIC	33	50	786
MICHTER LOOP	MINOR COLLECTOR	35	PUBLIC	40	60	767
	LOCAL ROAD	25	PUBLIC	33	50	4660
MIDDLETON LOOP	LOCAL ROAD	25	PUBLIC	33	50	1606
NEWTON STREET	LOCAL ROAD	25	PUBLIC	33	50	434
NIKOLA STREET	LOCAL ROAD	25	PUBLIC	33	50	683
NOAH LOOP	MINOR COLLECTOR	35	PUBLIC	40	60	399
	LOCAL ROAD	25	PUBLIC	33	50	4254
NOBLE ROAD	MINOR COLLECTOR	35	PUBLIC	40	60	246
PACIOLI STREET	LOCAL ROAD	25	PUBLIC	33	50	843
POGUE STREET	MINOR COLLECTOR	35	PUBLIC	40	60	642
	LOCAL ROAD	25	PUBLIC	33	50	1943
PROOF STREET	MINOR COLLECTOR	35	PUBLIC	40	60	291
REIMANN STREET	LOCAL ROAD	25	PUBLIC	33	50	1083
RODIN STREET	LOCAL ROAD	25	PUBLIC	33	50	328
ROWSON STREET	LOCAL ROAD	25	PUBLIC	33	50	711
SINGLE STREET	LOCAL ROAD	25	PUBLIC	33	50	846
STAG STREET	MINOR COLLECTOR	35	PUBLIC	40	60	686
	LOCAL ROAD	25	PUBLIC	33	50	401
TEELING STREET	LOCAL ROAD	25	PUBLIC	33	50	385
TEMPLETON ROAD	MINOR COLLECTOR	35	PUBLIC	40	60	242
	LOCAL ROAD	25	PUBLIC	33	50	945
TULLAMORE ROAD	LOCAL ROAD	25	PUBLIC	33	50	1717
TURKEY STREET	LOCAL ROAD	25	PUBLIC	33	50	1327
WELLER STREET	LOCAL ROAD	25	PUBLIC	33	50	474
WILLET COURT	LOCAL ROAD	25	PUBLIC	33	50	1158
WINKLE STREET	LOCAL ROAD	25	PUBLIC	33	50	764
WOODENVILLE ROAD	MAJOR COLLECTOR	40	PUBLIC	48	60	1882
	COLLECTOR	35	PUBLIC	48	60	532
	MINOR COLLECTOR	35	PUBLIC	40	60	230
	LOCAL ROAD	25	PUBLIC	33	50	338
WOODENVILLE LOOP	MINOR COLLECTOR	35	PUBLIC	40	60	230
	LOCAL ROAD	25	PUBLIC	33	50	1822

NOTE: ROAD TYPE IS URBAN FOR ALL ROADS.
**PAVEMENT WIDTH SHOWN IS FOR A PARTIAL ROAD SECTION ON OR ADJACENT TO THE PROPERTY BOUNDARY.*

Appendix G – Roadway Cross-Sections

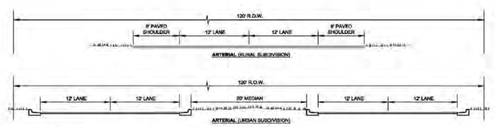


Figure G-1: Arterial Road Cross Sections

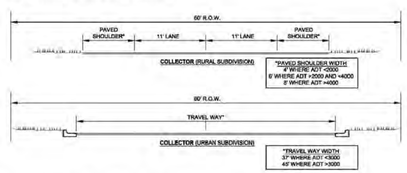


Figure G-2: Collector Road Cross Sections

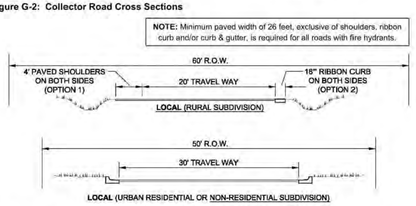


Figure G-3: Local Road Cross Sections

Appendix H – Curb Details

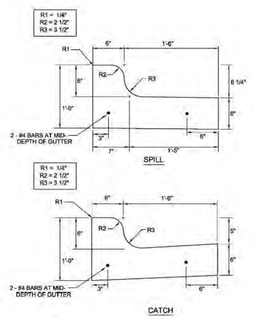


Figure H-1: 24-inch Curb & Gutter Detail

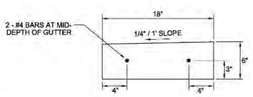


Figure H-2: 18" Ribbon Curb Detail

KFM ENGINEERING & DESIGN
1301 S. MOPAC EXPY., SUITE 150
AUSTIN, TEXAS 78746
PHONE: (512) 628-8281
WWW.KFM-LLC.COM
TBPE #: F-20821

DATE:
DESCRIPTION:
DELTA:
DATE:
DESCRIPTION:
ISSUE:

CLIENT: TAYLOR MEADOWS 712, LP

PROJECT: TAYLOR MEADOWS

SHEET TITLE: PRELIMINARY PLAT NOTES

STATE OF TEXAS
BRIAN LANDRY
139447
LICENSED PROFESSIONAL ENGINEER
11/07/2024

PROJECT NUMBER: 020075008
DRAWN BY: TJH
DESIGNED BY: BL
CHECKED BY: MZ
DATE: 2023/09/12
SHEET:

P:\020075008\Cad\sheets\020075008_mp01-SJOHNSON-10/29/2024 11:03 AM

SITE DATA LOT SUMMARY TABLE				
SECTION	LOT TYPE	TOTAL ACREAGE	LOT COUNT	
A	MIXED USE	42.29	1	
B	SINGLE FAMILY FOR RENT	35.03	1	
C	MULTIFAMILY	23.55	1	
D	SUBDIVISION	52.72	40'	117
			50'	87
			60'	13
			70'	39
			DETENTION POND	1
			LANDSCAPE AREA	11
			TOTAL	268
E	SINGLE FAMILY FOR RENT	27.13	1	
F	SUBDIVISION	46.34	40'	116
			50'	32
			60'	17
			70'	27
			DETENTION POND	1
			LANDSCAPE AREA	8
			TOTAL	201
G	SUBDIVISION	15.44	40'	0
			50'	59
			60'	2
			70'	9
			DETENTION POND	1
			LANDSCAPE AREA	6
			TOTAL	77
H	MULTIFAMILY	25.09	1	
I	SUBDIVISION	31.32	40'	144
			50'	1
			60'	0
			70'	0
			DETENTION POND	0
			LANDSCAPE AREA	7
			TOTAL	152
J	SUBDIVISION	22.51	40'	119
			50'	0
			60'	0
			70'	0
			DETENTION POND	1
			LANDSCAPE AREA	6
			TOTAL	126
K	SUBDIVISION	42.98	40'	0
			50'	94
			60'	48
			70'	1
			DETENTION POND	2
			LANDSCAPE AREA	9
			TOTAL	154
L	SUBDIVISION	29.60	40'	18
			50'	82
			60'	2
			70'	23
			DETENTION POND	1
			LANDSCAPE AREA	6
			TOTAL	132

SITE DATA LOT SUMMARY TABLE				
SECTION	LOT TYPE	TOTAL ACREAGE	LOT COUNT	
M	SUBDIVISION	37.30	40'	0
			50'	156
			60'	4
			70'	0
			DETENTION POND	1
			LANDSCAPE AREA	4
			FLOODPLAIN	1
			TOTAL	166
N	MULTIFAMILY	27.71	1	
O	SUBDIVISION	30.65	40'	0
			50'	2
			60'	65
			70'	43
			DETENTION POND	1
			LANDSCAPE AREA	7
			TOTAL	118
P	SUBDIVISION	46.45	40'	248
			50'	9
			60'	2
			70'	0
			DETENTION POND	1
			LANDSCAPE AREA	5
			TOTAL	265
Q	SUBDIVISION	34.98	40'	0
			50'	182
			60'	3
			70'	0
			DETENTION POND	1
			LANDSCAPE AREA	1
			TOTAL	187
R	COMMERCIAL	8.74	1	
	WASTEWATER TREATMENT PLANT	10.04	1	
TOTAL		579.83 AC	1,854 LOTS	

KFM
ENGINEERING & DESIGN
1301 S. MOPAC EXPY., SUITE 150
AUSTIN, TEXAS 78746
PHONE: (512) 628-8281
WWW.KFM-LLC.COM
TBPE #: F-20821

DATE:
DESCRIPTION:
DELTA:

DATE:
DESCRIPTION:
ISSUE:

CLIENT
TAYLOR MEADOWS 712, LP

PROJECT
TAYLOR MEADOWS

SHEET TITLE
PRELIMINARY PLAT NOTES

PROJECT NUMBER:
020075008

DRAWN BY: TJH
DESIGNED BY: BL
CHECKED BY: MZ

DATE:
2023/09/12

SHEET:

P:\020075008\cad\sheets\020075008_mtl01-SJOHNSON-11/7/2024 9:33 AM

LINE TABLES

Line Table			Line Table			Line Table			Line Table			Line Table			Line Table			Line Table		
Line #	Length	Direction	Line #	Length	Direction	Line #	Length	Direction	Line #	Length	Direction	Line #	Length	Direction	Line #	Length	Direction	Line #	Length	Direction
L4	77.48	S05° 31' 27"E	L64	388.41	N81° 46' 15"W	L108	109.09	N81° 32' 05"W	L205	665.78	S81° 26' 06"E	L296	870.08	N82° 52' 35"W	L409	190.21	N26° 53' 31"E	L503	387.00	N23° 48' 20"E
L5	56.23	S06° 31' 26"W	L65	388.41	N81° 46' 15"W	L109	325.78	N68° 46' 49"W	L207	644.95	S81° 26' 06"E	L297	1255.25	N07° 53' 31"E	L410	70.64	N81° 53' 40"E	L504	368.11	N08° 02' 10"E
L7	227.96	S77° 33' 06"E	L67	125.38	N50° 51' 56"W	L111	740.19	N81° 32' 05"W	L215	230.03	S81° 26' 06"E	L302	246.40	N80° 34' 03"W	L423	137.91	S86° 26' 06"E	L505	1199.81	N08° 02' 10"E
L8	147.56	S86° 26' 06"E	L68	101.79	S29° 48' 33"E	L112	154.99	N07° 33' 38"E	L216	35.06	N82° 19' 58"W	L311	195.54	S67° 26' 03"E	L424	230.00	N88° 42' 23"E	L510	137.08	N73° 20' 42"W
L10	227.96	S77° 33' 06"E	L70	1177.99	S09° 15' 15"E	L114	103.62	N16° 35' 18"E	L217	393.95	S07° 39' 53"W	L314	91.92	S82° 52' 35"E	L426	227.96	S77° 33' 06"E	L512	565.55	N60° 57' 00"W
L11	357.00	N86° 26' 06"W	L71	60.00	S29° 48' 33"E	L116	576.14	N08° 43' 05"E	L218	624.12	N81° 26' 06"W	L330	2030.18	S82° 52' 35"E	L428	98.26	S86° 26' 06"E	L514	520.77	N79° 09' 44"W
L12	599.47	N82° 26' 33"W	L72	385.33	N74° 48' 29"E	L118	480.78	N16° 35' 58"E	L227	35.00	N86° 26' 06"W	L331	69.71	S26° 11' 56"W	L433	134.46	N86° 26' 06"W	L516	348.14	N83° 22' 41"W
L14	227.96	N77° 33' 06"W	L73	56.62	S41° 36' 56"W	L120	637.15	N07° 51' 12"E	L228	1095.18	S03° 33' 54"W	L337	649.27	S07° 53' 31"W	L436	303.36	S01° 17' 37"E	L518	61.97	N55° 34' 44"W
L16	51.42	N86° 26' 06"W	L74	224.74	S70° 44' 45"W	L121	435.89	N85° 04' 42"W	L232	204.01	S03° 33' 54"W	L339	870.21	N83° 22' 41"W	L441	41.50	S80° 44' 45"W	L519	160.74	N12° 17' 41"E
L18	271.46	S82° 37' 32"E	L75	68.78	S58° 23' 04"E	L122	580.62	S07° 33' 38"W	L233	133.29	S12° 17' 41"W	L348	1070.49	S07° 53' 31"W	L443	81.48	N81° 57' 39"W	L521	287.45	S83° 22' 41"E
L20	395.89	N29° 35' 46"W	L77	88.12	S81° 47' 15"E	L123	432.92	S85° 04' 42"E	L234	147.53	S12° 17' 41"W	L349	870.08	S82° 52' 35"E	L446	74.71	S17° 23' 06"W	L523	368.04	S82° 37' 32"E
L25	96.69	N14° 42' 32"E	L78	196.66	N06° 50' 47"E	L128	1379.11	S07° 33' 38"W	L236	491.46	S86° 26' 06"E	L350	1078.11	N07° 53' 31"E	L447	175.00	N06° 37' 19"E	L524	228.33	S07° 22' 28"W
L27	47.02	S16° 34' 22"W	L79	381.78	N08° 13' 45"E	L129	580.00	S82° 32' 52"E	L237	491.46	S86° 26' 06"E	L351	783.01	N07° 53' 31"E	L448	175.04	N07° 53' 31"E	L526	223.78	S12° 17' 41"W
L31	378.55	N73° 59' 42"W	L80	249.42	N81° 46' 15"W	L130	434.41	N85° 04' 42"W	L247	337.18	N01° 17' 37"W	L352	785.55	N07° 53' 31"E	L449	223.58	N07° 17' 54"E	L527	580.19	S79° 09' 44"E
L33	206.25	N72° 25' 23"W	L82	65.59	N58° 22' 00"W	L131	241.31	N04° 55' 18"E	L248	262.14	N01° 17' 37"W	L353	35.00	S60° 24' 14"W	L450	62.50	S07° 33' 27"W	L528	437.78	S28° 43' 11"W
L35	1023.70	N73° 24' 02"W	L83	115.20	N08° 13' 45"E	L132	60.07	N04° 55' 18"E	L249	230.83	N06° 17' 37"W	L354	130.72	S29° 35' 46"E	L451	60.00	N12° 52' 22"W	L529	16.50	N61° 16' 49"W
L37	76.42	N82° 26' 22"W	L84	69.16	S18° 13' 45"W	L144	70.24	N12° 17' 41"E	L257	491.46	S86° 26' 06"E	L357	116.91	S53° 41' 03"W	L452	49.00	S07° 27' 08"W	L530	161.46	N28° 43' 11"E
L44	957.67	N83° 22' 41"W	L86	80.82	S26° 00' 25"W	L145	145.00	N10° 50' 16"E	L258	98.86	S14° 42' 32"W	L359	143.37	S53° 41' 03"W	L481	86.00	N26° 11' 15"W	L531	64.84	N07° 27' 08"E
L45	1470.04	S82° 32' 52"E	L88	53.26	S41° 36' 56"W	L146	276.96	N10° 50' 16"E	L260	90.49	S03° 33' 54"W	L360	293.38	N07° 17' 54"E	L483	118.27	S88° 42' 38"E	L532	297.04	S82° 32' 52"E
L47	700.81	S73° 25' 38"E	L90	173.60	S70° 44' 45"W	L148	102.30	N03° 33' 54"E	L261	245.00	N81° 57' 50"W	L361	158.86	S27° 53' 31"W	L484	2189.16	S75° 32' 34"E	L533	215.80	S73° 59' 42"E
L48	135.84	S73° 25' 38"E	L91	122.47	N70° 44' 45"E	L149	240.79	N07° 22' 28"E	L262	313.57	N81° 57' 50"W	L378	570.69	S82° 37' 32"E	L485	248.51	S04° 33' 54"W	L541	69.25	N60° 11' 22"E
L51	376.60	S08° 13' 45"W	L93	53.26	N41° 36' 56"E	L151	221.49	N12° 17' 41"E	L263	1199.81	N08° 02' 10"E	L380	76.55	S71° 16' 49"E	L487	359.37	S28° 43' 11"W	L555	26.86	N55° 34' 44"W
L52	835.00	S08° 13' 45"W	L95	125.79	N26° 00' 25"E	L156	240.79	N07° 22' 28"E	L264	296.50	N81° 57' 50"W	L382	678.12	S82° 37' 32"E	L488	160.84	S07° 27' 08"W	L557	347.89	N60° 24' 14"E
L53	304.35	N80° 12' 16"W	L96	49.00	S16° 34' 22"W	L158	314.37	N12° 17' 41"E	L265	328.35	S81° 57' 50"E	L384	74.62	S79° 02' 22"E	L489	230.18	S82° 37' 32"E	L561	764.34	S07° 53' 31"W
L55	86.47	N60° 38' 42"W	L100	163.39	S07° 33' 38"W	L159	240.79	N07° 22' 28"E	L267	651.25	N60° 24' 14"E	L394	69.13	N78° 42' 23"E	L490	317.19	S82° 37' 32"E	L565	66.88	N60° 11' 22"E
L57	107.58	N51° 20' 07"W	L101	173.78	S16° 35' 18"W	L161	265.55	N12° 17' 41"E	L275	145.50	N24° 52' 15"E	L398	34.99	S88° 42' 23"W	L491	773.19	S82° 37' 32"E			
L58	195.48	N81° 46' 15"W	L102	450.22	S08° 43' 07"W	L181	213.15	N29° 03' 00"E	L277	12.06	N60° 24' 14"E	L399	527.25	S01° 17' 37"E	L494	18.82	S87° 50' 23"E			
L60	145.33	N77° 34' 42"W	L103	234.10	S16° 35' 58"W	L184	515.03	S07° 40' 02"W	L278	681.42	N22° 25' 16"E	L406	767.39	S73° 30' 24"E	L498	1337.33	S29° 35' 46"E			
L61	122.79	S69° 33' 20"E	L104	145.04	N71° 16' 49"W	L196	687.81	S81° 26' 06"E	L291	704.51	N07° 53' 31"E	L407	767.39	S73° 30' 24"E	L501	1287.03	N01° 17' 37"W			
L63	271.02	S77° 57' 03"E	L106	720.67	N73° 27' 57"W	L200	967.53	N03° 33' 54"E	L294	290.03	S07° 53' 31"W	L408	767.39	S73° 30' 24"E	L502	323.69	N07° 53' 31"E			

CURVE TABLES

Curve Table							Curve Table							Curve Table							Curve Table						
Curve #	Length	Radius	Chord Length	Chord Direction	Delta	Tangent	Curve #	Length	Radius	Chord Length	Chord Direction	Delta	Tangent	Curve #	Length	Radius	Chord Length	Chord Direction	Delta	Tangent	Curve #	Length	Radius	Chord Length	Chord Direction	Delta	Tangent
C9	31.01	200.00	30.98	S81°59'36"E	008°52'59"	15.54	C78	104.89	180.00	103.41	S24°55'20"W	033°23'11"	53.98	C121	65.03	1760.00	65.03	S08°43'33"W	002°07'02"	32.52	C220	400.88	1080.00	398.59	S18°05'10"W	021°16'03"	202.78
C11	31.01	200.00	30.98	S81°59'36"E	008°52'59"	15.54	C79	141.50	525.00	141.07	S75°09'19"E	015°26'32"	71.18	C126	45.81	525.00	45.80	N03°47'37"W	005°00'00"	22.92	C225	316.41	1571.30	315.87	N82°02'56"W	011°32'15"	158.74
C12	102.11	525.00	101.95	S09°08'13"W	011°08'38"	51.22	C81	561.80	1105.00	555.77	S56°10'50"W	029°07'49"	287.11	C127	102.11	525.00	101.95	S09°08'13"W	011°08'38"	51.22	C232	254.02	1560.00	253.74	N03°22'17"E	009°19'47"	127.29
C15	127.44	1330.00	127.39	N05°17'28"E	005°29'24"	63.77	C83	73.52	180.00	73.01	S70°05'09"E	023°24'11"	37.28	C128	127.44	1330.00	127.39	N05°17'28"E	005°29'24"	63.77	C234	250.09	1560.00	249.83	N03°17'57"E	009°11'08"	125.32
C19	73.93	525.00	73.87	N77°30'01"W	008°04'08"	37.03	C84	143.02	525.00	142.58	N33°48'41"E	015°36'30"	71.96	C137	685.28	1105.00	674.35	N42°38'15"E	035°31'58"	354.06	C236	433.29	1560.00	431.89	N15°50'56"E	015°54'50"	218.05
C21	20.03	525.00	20.03	N72°22'23"W	002°11'08"	10.01	C85	266.92	525.00	264.05	N56°10'50"E	029°07'49"	136.41	C138	379.03	575.00	372.21	S41°18'19"W	037°46'07"	196.69	C238	80.64	1560.00	80.64	N22°19'29"E	002°57'43"	40.33
C22	38.90	200.00	38.84	N09°08'13"E	011°08'38"	19.51	C86	108.33	525.00	108.14	N68°53'49"E	011°49'21"	54.36	C142	253.58	1000.00	252.90	N15°09'23"E	014°31'45"	127.47	C242	330.99	1530.00	330.35	N67°08'51"W	012°23'42"	166.14
C26	774.91	1000.00	755.66	N51°47'44"W	044°23'56"	408.08	C87	195.78	525.00	194.65	N52°18'09"E	021°21'58"	99.04	C153	141.50	525.00	141.07	S75°09'19"E	015°26'32"	71.18	C243	495.86	1560.00	493.78	N70°03'22"W	018°12'43"	250.04
C27	8.96	525.00	8.96	N72°54'43"W	000°58'39"	4.48	C88	73.53	180.00	73.02	N70°04'08"W	023°24'15"	37.28	C154	127.81	400.00	127.26	S17°02'44"W	018°18'25"	64.45	C244	114.79	1560.00	114.76	N81°16'12"W	004°12'58"	57.42
C28	82.82	525.00	82.73	N77°55'12"W	009°02'19"	41.50	C89	24.44	180.00	24.42	S22°07'05"W	007°46'41"	12.24	C156	450.16	1000.00	446.37	S40°47'17"W	025°47'32"	228.96	C245	742.34	1530.00	735.08	N69°28'43"W	027°47'57"	378.62
C32	116.87	525.00	116.63	N75°09'27"W	012°45'16"	58.68	C90	222.02	815.00	221.34	S33°48'41"W	015°36'30"	111.70	C159	183.38	1000.00	183.12	S22°38'18"W	010°30'25"	91.95	C247	773.19	521.50	704.29	N54°54'02"E	084°56'52"	477.43
C34	292.43	1000.00	291.39	N20°40'21"E	016°45'19"	147.27	C91	414.36	815.00	409.91	S56°10'50"W	029°07'49"	211.76	C162	35.64	180.00	35.58	S76°57'10"E	011°20'43"	17.88	C248	45.08	525.00	45.07	S09°50'05"W	004°55'13"	22.56
C44	455.09	1530.00	453.41	N64°06'00"W	017°02'32"	229.24	C93	143.02	525.00	142.58	N33°48'41"E	015°36'30"	71.96	C163	11.27	180.00	11.26	S80°49'57"E	003°35'10"	5.63	C249	465.68	1300.00	463.20	S18°27'27"W	020°31'28"	235.36
C47	32.21	1530.00	32.21	N82°46'30"W	001°12'22"	16.10	C95	82.72	525.00	82.63	S12°04'28"W	009°01'39"	41.45	C164	57.50	180.00	57.26	N69°33'19"E	018°18'09"	29.00	C250	668.14	1800.00	664.31	S18°05'10"W	021°16'03"	337.96
C48	94.89	1105.00	94.86	N09°50'05"E	004°55'13"	47.48	C96	72.12	525.00	72.06	N12°39'11"E	007°52'13"	36.11	C172	187.54	500.00	186.44	N71°08'57"E	021°29'26"	94.88	C251	774.91	1000.00	755.66	S51°47'44"E	044°23'56"	408.08
C49	69.99	815.00	69.97	N09°50'05"E	004°55'13"	35.02	C97	151.30	1100.00	151.18	S12°39'32"W	007°52'51"	75.77	C173	88.61	1200.00	88.59	S03°24'32"E	004°13'50"	44.32	C254	360.97	1530.00	360.13	N62°20'16"W	013°31'04"	181.33
C50	45.08	525.00	45.07	N09°50'05"E	004°55'13"	22.56	C98	20.03	525.00	20.03	N72°22'23"W	002°11'08"	10.01	C175	63.08	300.00	62.97	S00°29'59"W	012°02'53"	31.66	C259	521.06	1735.00	519.11	N64°10'57"W	017°12'26"	262.51
C53	287.25	1530.00	286.83	N77°59'59"W	010°45'25"	144.05	C99	73.93	525.00	73.87	N77°30'01"W	008°04'08"	37.03	C177	31.01	200.00	30.98	S81°59'36"E	008°52'59"	15.54	C260	1394.71	1830.00	1361.20	S38°24'23"W	043°40'02"	733.19
C55	160.54	1000.00	160.37	S78°01'35"E	009°11'54"	80.44	C100	116.87	525.00	116.63	N75°09'27"W	012°45'16"	58.68	C179	31.01	200.00	30.98	S81°59'36"E	008°52'59"	15.54	C262	118.52	525.00	118.27	N14°21'34"E	012°56'06"	59.51
C59	179.22	525.00	178.35	N70°25'29"W	019°33'34"	90.49	C101	82.72	525.00	82.63	N12°04'28"E	009°01'39"	41.45	C186	31.01	200.00	30.98	S81°59'36"E	008°52'59"	15.54	C263	71.61	470.00	71.54	N07°55'48"E	008°43'47"	35.87
C60	162.48	1000.00	162.31	N55°59'24"W	009°18'35"	81.42	C102	72.12	525.00	72.06	N12°39'11"E	007°52'13"	36.11	C188	31.01	200.00	30.98	S81°59'36"E	008°52'59"	15.54	C264	243.55	1530.00	243.29	S77°59'15"E	009°07'14"	122.03
C63	38.42	525.00	38.41	N79°40'29"W	004°11'33"	19.22	C103	144.43	1050.00	144.32	N12°39'31"E	007°52'53"	72.33	C192	31.01	200.00	30.98	N81°59'36"W	008°52'59"	15.54							
C65	76.93	525.00	76.86	S73°45'12"E	008°23'44"	38.53	C104	160.28	1050.00	160.12	N12°13'35"E	008°44'46"	80.30	C194	31.01	200.00	30.98	N81°59'36"W	008°52'59"	15.54							
C66	1585.28	2060.00	1546.45	N38°29'43"E	044°05'32"	834.22	C108	169.25	252.00	166.09	N06°56'47"W	038°28'56"	87.96	C197	639.75	700.00	617.72	N55°46'42"W	052°21'53"	344.17							
C67	253.58	1000.00	252.90	N15°09'23"E	014°31'45"	127.47	C109	76.16	600.00	76.11	N07°12'05"E	007°16'22"	38.13	C199	86.98	525.00	86.88	S12°38'18"W	009°29'35"	43.59							
C68	127.81	400.00	127.26	S17°02'44"W	018°18'25"	64.45	C110	69.99	815.00	69.97	N09°50'05"E	004°55'13"	35.02	C201	173.02	1100.00	172.84	S12°04'00"W	009°00'43"	86.69							
C70	283.18	525.00	279.76	N66°19'06"W	030°54'19"	145.13	C112	45.08	525.00	45.07	N09°50'05"E	004°55'13"	22.56	C212	142.38	245.00	140.39	S43°32'27"W	033°17'51"	73.26							
C71	269.06	750.00	267.62	S19°31'54"E	020°33'18"	135.99	C113	94.89	1105.00	94.86	N09°50'05"E	004°55'13"	47.48	C217	433.33	420.00	414.37	N59°09'12"W	059°06'52"	238.18							
C74	38.42	525.00	38.41	N79°40'29"W	004°11'33"	19.22	C114	292.43	1000.00	291.39	N20°40'21"E	016°45'19"	147.27	C218	229.82	1000.00	229.32	S82°07'36"E	013°10'04"	115.42							
C77	76.93	525.00	76.86	S73°45'12"E	008°23'44"	38.53	C120	233.52	525.00	231.60	N16°18'27"E	025°29'06"	118.72	C219	455.31	1080.00	451.94	S16°38'33"W	024°09'17"	231.09							

KFM
ENGINEERING & DESIGN
1301 S. MOPAC EXPY., SUITE 150
AUSTIN, TEXAS 78746
PHONE: (512) 628-8281
WWW.KFM-LLC.COM
TBPE #: F-20821

DATE:
DESCRIPTION:
DELTA:

DATE:
DESCRIPTION:
ISSUE:

CLIENT
TAYLOR MEADOWS 712, LP

PROJECT
TAYLOR MEADOWS

SHEET TITLE
LINE & CURVE TABLES

STATE OF TEXAS
BRIAN LANDRY
139447
LICENSED
PROFESSIONAL ENGINEER
11/07/2024

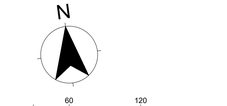
PROJECT NUMBER:
020075008

DRAWN BY: TJH
DESIGNED BY: BL
CHECKED BY: MZ

DATE:
2023/09/12

SHEET:

P:\020075008\cadfiles\sheets\020075008_mtd1-SJOHNSON-10/29/2024 11:03 AM



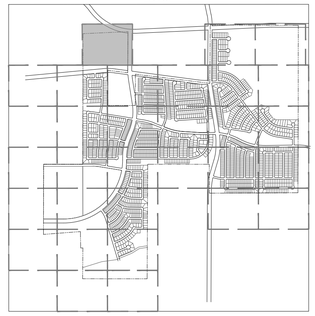
LEGEND

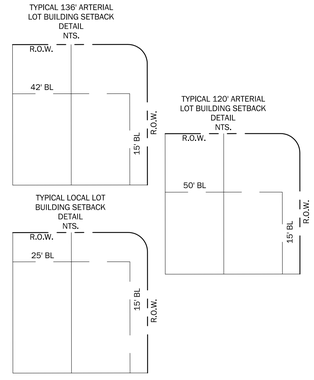
- SECTION LINE
- PROPERTY LINE
- RIGHT-OF-WAY LINE
- BOUNDARY CORNER
- MB — MAIL BOX CLUSTER
- VISIBILITY EASEMENT LINE

NOTES

1. ALL CURB RETURN RADII SHALL BE 25-FT UNLESS OTHERWISE STATED ON RADII LABEL.
2. ALL R.O.W. RADII SHALL BE 16.5-FT UNLESS OTHERWISE STATED ON RADII LABEL.
3. ALL CURVE LABLES SHOWING "L=" REPRESENT THE ARC LENGTH IN LINEAR FEET.
4. ALL COMMERCIAL, MULTIFAMILY, AND SINGLE FAMILY FOR RENT DRIVEWAY LOCATIONS ARE FOR PRELIMINARY PURPOSES ONLY. FINAL DRIVEWAY LOCATIONS TO BE DETERMINED WITH THE CORRESPONDING FINAL PLAT AND CONSTRUCTION DOCUMENTS.

KEY MAP
NTS.





BENCHMARKS

1. **T.B.M. #1: "X" CUT**

   ELEVATION = 582.73'

2. **T.B.M. #2: "X" CUT**

   ELEVATION = 587.12'

KFM
ENGINEERING & DESIGN
1301 S. MOPAC EXPY., SUITE 150
AUSTIN, TEXAS 78746
PHONE: (512) 628-8281
WWW.KFM-LLC.COM
TBPE #: F-20821

ISSUE:	DESCRIPTION:	DELTA:	DATE:

CLIENT
TAYLOR MEADOWS 712, LP

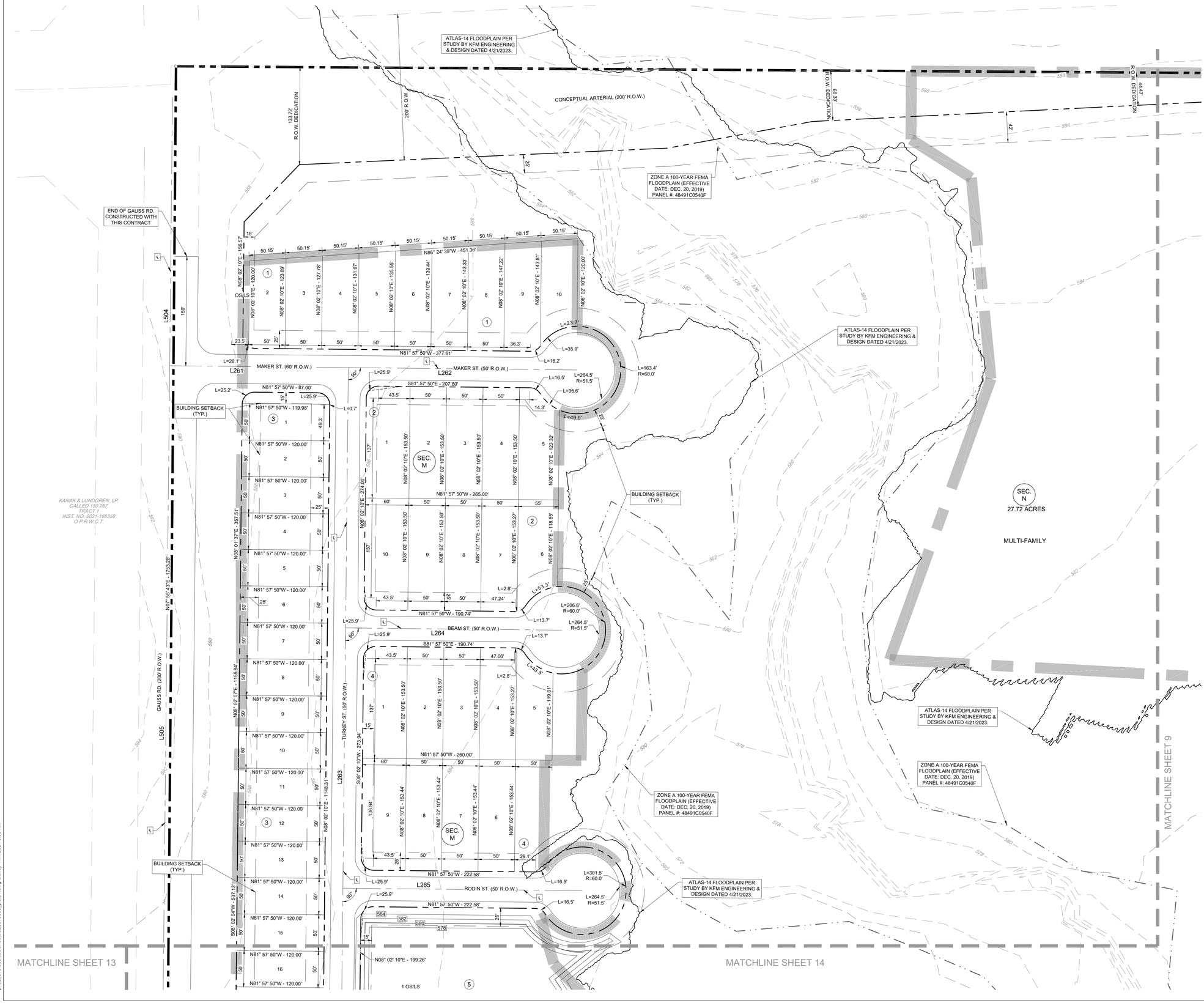
PROJECT
TAYLOR MEADOWS

SHEET TITLE
PRELIMINARY PLAT SEC. H & R

STATE OF TEXAS
BRIAN LANDRY
139447
LICENSED
PROFESSIONAL ENGINEER
11/07/2024

PROJECT NUMBER: 020075008
DRAWN BY: TJH
DESIGNED BY: BL
CHECKED BY: MZ
DATE: 2023/09/12
SHEET:

p:\020075008\cad\sheets\020075008_plat01.dwg-alundy-11/7/2024 9:33 AM



N

0 60 120

SCALE: 1" = 60'

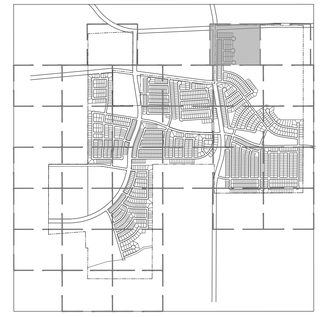
LEGEND

- SECTION LINE
- PROPERTY LINE
- RIGHT-OF-WAY LINE
- BOUNDARY CORNER
- MB — MAIL BOX CLUSTER
- VISIBILITY EASEMENT LINE

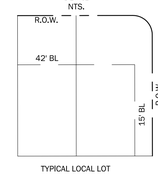
NOTES

1. ALL CURB RETURN RADII SHALL BE 25-FT UNLESS OTHERWISE STATED ON RADII LABEL.
2. ALL R.O.W. RADII SHALL BE 16.5-FT UNLESS OTHERWISE STATED ON RADII LABEL.
3. ALL CURVE LABLES SHOWING "L=" REPRESENT THE ARC LENGTH IN LINEAR FEET.
4. ALL COMMERCIAL, MULTIFAMILY, AND SINGLE FAMILY FOR RENT DRIVEWAY LOCATIONS ARE FOR PRELIMINARY PURPOSES ONLY. FINAL DRIVEWAY LOCATIONS TO BE DETERMINED WITH THE CORRESPONDING FINAL PLAT AND CONSTRUCTION DOCUMENTS.

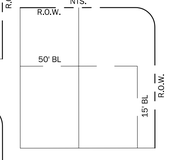
KEY MAP
NTS.



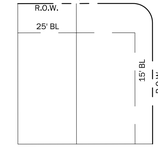
TYPICAL 136' ARTERIAL LOT BUILDING SETBACK DETAIL
NTS.



TYPICAL 120' ARTERIAL LOT BUILDING SETBACK DETAIL
NTS.



TYPICAL LOCAL LOT BUILDING SETBACK DETAIL
NTS.



BENCHMARKS

1. **T.B.M. #1: "X" CUT**
   ELEVATION = 582.73'
2. **T.B.M. #2: "X" CUT**
   ELEVATION = 587.12'

KFM
ENGINEERING & DESIGN
1301 S. MOPAC EXPY., SUITE 150
AUSTIN, TEXAS 78746
PHONE: (512) 628-8281
WWW.KFM-LLC.COM
TBPE #: F-20821

ISSUE:	DESCRIPTION:	DELTA:	DATE:

CONCEPTUAL ARTERIAL (136' R.O.W.)

N82° 11' 26"W - 2636.56'

R.O.W. DEDICATION 44.47'

R.O.W. DEDICATION 18'

42'

BUILDING SETBACK (TYP.)

SEC. N

27.72 ACRES

MULTI-FAMILY

1

PROPOSED DRAINAGE EASEMENT RECORDED BY SEPARATE INSTRUMENT

DETENTION POND 12
10.4 ACRE-FEET

N07° 30' 31"E - 2520.45'

ATLAS-14 FLOODPLAIN PER STUDY BY KFM ENGINEERING & DESIGN DATED 4/21/2023.

ATLAS-14 FLOODPLAIN PER STUDY BY KFM ENGINEERING & DESIGN DATED 4/21/2023.

MATCHLINE SHEET 8

MATCHLINE SHEET 14

MATCHLINE SHEET 15

N

0 60 120

SCALE: 1" = 60'

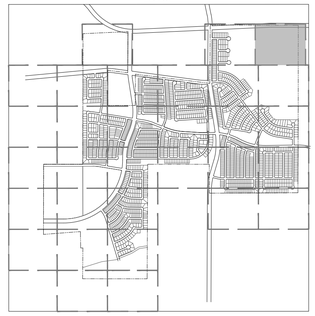
LEGEND

- SECTION LINE
- PROPERTY LINE
- RIGHT-OF-WAY LINE
- BOUNDARY CORNER
- MB — MAIL BOX CLUSTER
- VISIBILITY EASEMENT LINE

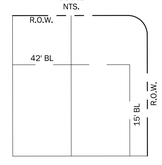
NOTES

1. ALL CURB RETURN RADII SHALL BE 25-FT UNLESS OTHERWISE STATED ON RADII LABEL.
2. ALL R.O.W. RADII SHALL BE 16.5-FT UNLESS OTHERWISE STATED ON RADII LABEL.
3. ALL CURVE LABLES SHOWING "L=" REPRESENT THE ARC LENGTH IN LINEAR FEET.
4. ALL COMMERCIAL, MULTIFAMILY, AND SINGLE FAMILY FOR RENT DRIVEWAY LOCATIONS ARE FOR PRELIMINARY PURPOSES ONLY. FINAL DRIVEWAY LOCATIONS TO BE DETERMINED WITH THE CORRESPONDING FINAL PLAT AND CONSTRUCTION DOCUMENTS.

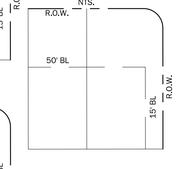
KEY MAP
NTS.



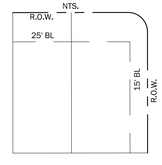
TYPICAL 136' ARTERIAL LOT BUILDING SETBACK DETAIL
NTS.



TYPICAL 120' ARTERIAL LOT BUILDING SETBACK DETAIL
NTS.



TYPICAL LOCAL LOT BUILDING SETBACK DETAIL
NTS.



BENCHMARKS

1. **T.B.M. #1: "X" CUT**

   ELEVATION = 582.73'

2. **T.B.M. #2: "X" CUT**

   ELEVATION = 587.12'

KFM
ENGINEERING & DESIGN
1301 S. MOPAC EXPY., SUITE 150
AUSTIN, TEXAS 78746
PHONE: (512) 628-8281
WWW.KFM-LLC.COM
TBPE #: F-20821

ISSUE: DESCRIPTION: DATE:

DELTA: DESCRIPTION: DATE:

CLIENT
TAYLOR MEADOWS 712, LP

PROJECT
TAYLOR MEADOWS

SHEET TITLE
PRELIMINARY PLAT SEC. N

STATE OF TEXAS
BRIAN LANDRY
139447
LICENSED PROFESSIONAL ENGINEER
11/07/2024

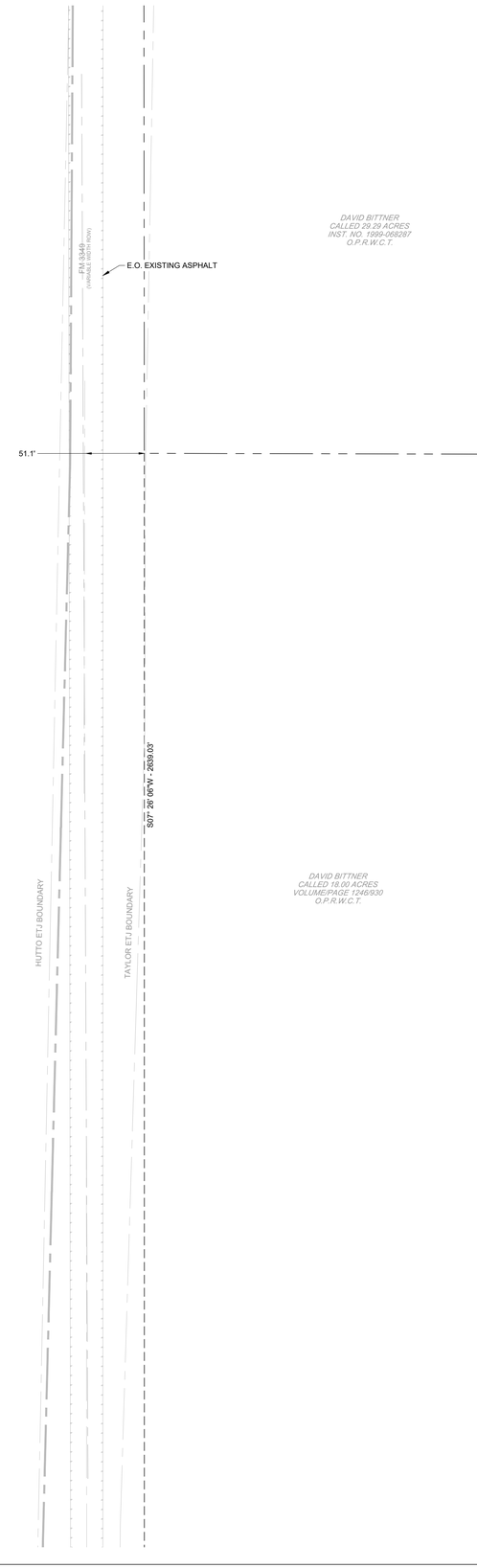
PROJECT NUMBER: 020075008

DRAWN BY: TJH | DESIGNED BY: BL | CHECKED BY: MZ

DATE: 2023/09/12

SHEET:

p:\020075008\cad\sheets\020075008_plat01.dwg-alundy-11/7/2024 9:33 AM



N

0 60 120

SCALE: 1" = 60'

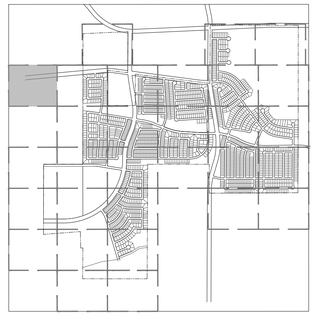
LEGEND

- SECTION LINE
- PROPERTY LINE
- RIGHT-OF-WAY LINE
- BOUNDARY CORNER
- MB — MAIL BOX CLUSTER
- VISIBILITY EASEMENT LINE

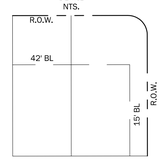
NOTES

1. ALL CURB RETURN RADII SHALL BE 25-FT UNLESS OTHERWISE STATED ON RADII LABEL.
2. ALL R.O.W. RADII SHALL BE 16.5-FT UNLESS OTHERWISE STATED ON RADII LABEL.
3. ALL CURVE LABLES SHOWING "L=" REPRESENT THE ARC LENGTH IN LINEAR FEET.
4. ALL COMMERCIAL, MULTIFAMILY, AND SINGLE FAMILY FOR RENT DRIVEWAY LOCATIONS ARE FOR PRELIMINARY PURPOSES ONLY. FINAL DRIVEWAY LOCATIONS TO BE DETERMINED WITH THE CORRESPONDING FINAL PLAT AND CONSTRUCTION DOCUMENTS.

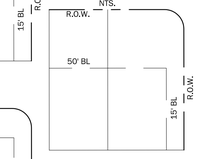
KEY MAP
NTS.



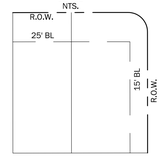
TYPICAL 136' ARTERIAL LOT BUILDING SETBACK DETAIL
NTS.



TYPICAL 120' ARTERIAL LOT BUILDING SETBACK DETAIL
NTS.



TYPICAL LOCAL LOT BUILDING SETBACK DETAIL
NTS.



BENCHMARKS

1. **T.B.M. #1: "X" CUT**

   ELEVATION = 582.73'

2. **T.B.M. #2: "X" CUT**

   ELEVATION = 587.12'

KFM
ENGINEERING & DESIGN
1301 S. MOPAC EXPY., SUITE 150
AUSTIN, TEXAS 78746
PHONE: (512) 628-8281
WWW.KFM-LLC.COM
TBPE #: F-20821

ISSUE:	DESCRIPTION:	DELTA:	DATE:

ISSUE:	DESCRIPTION:	DATE:

CLIENT
TAYLOR MEADOWS 712, LP

PROJECT
TAYLOR MEADOWS

SHEET TITLE
PRELIMINARY PLAT SEC. G

STATE OF TEXAS
BRIAN LANDRY
139447
LICENSED
PROFESSIONAL ENGINEER
11/07/2024

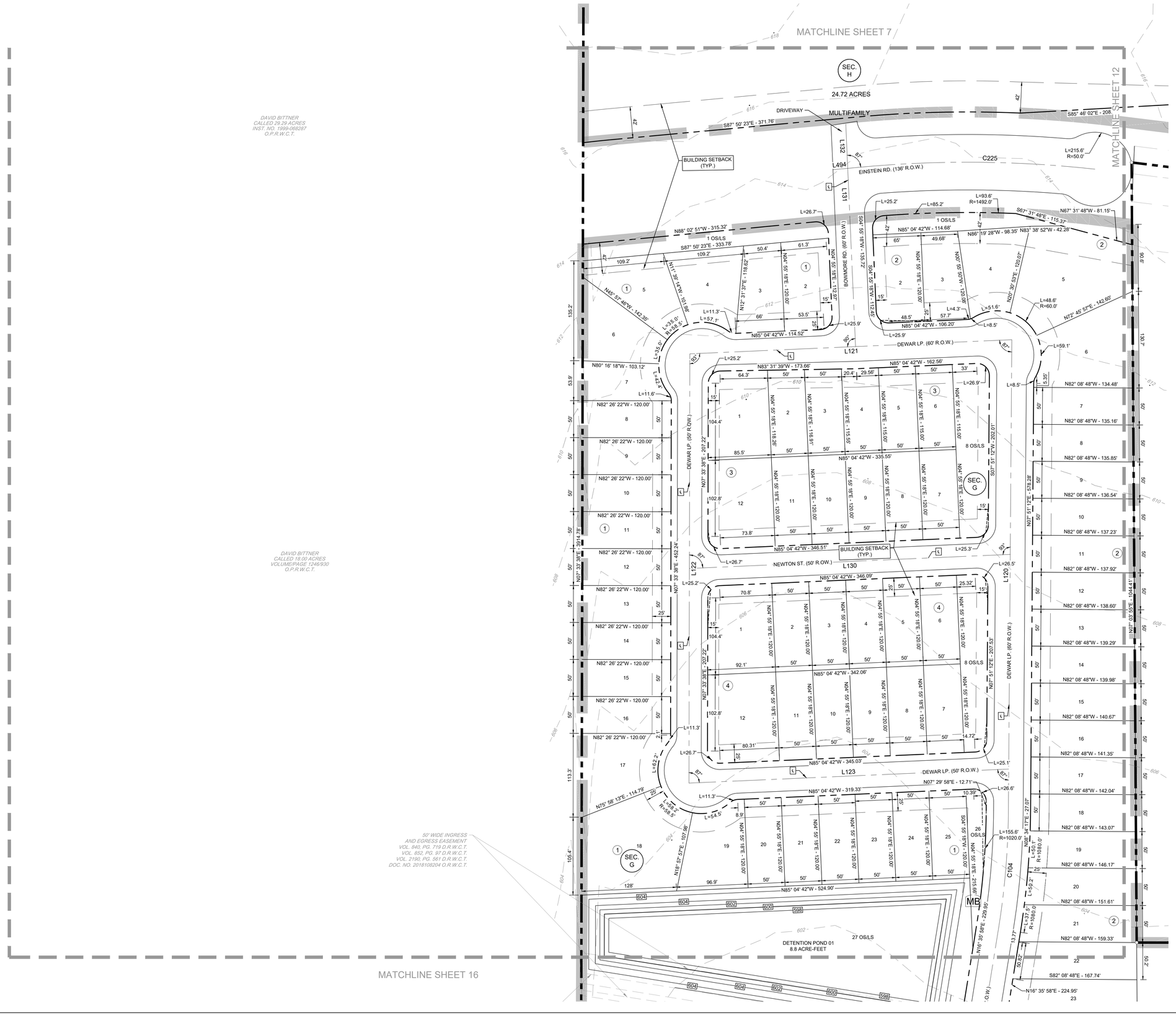
PROJECT NUMBER:
020075008

DRAWN BY: TJH
DESIGNED BY: BL
CHECKED BY: MZ

DATE:
2023/09/12

SHEET:

p:\020075\008\cad\sheets\020075008_plat01.dwg-allundy<11/7/2024 10:07 AM



N

0 60 120

SCALE: 1" = 60'

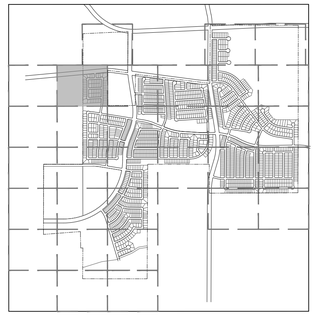
LEGEND

- SECTION LINE
- PROPERTY LINE
- RIGHT-OF-WAY LINE
- BOUNDARY CORNER
- MB — MAIL BOX CLUSTER
- VISIBILITY EASEMENT LINE

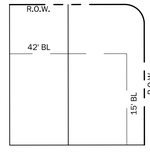
NOTES

1. ALL CURB RETURN RADII SHALL BE 25-FT UNLESS OTHERWISE STATED ON RADII LABEL.
2. ALL R.O.W. RADII SHALL BE 16.5-FT UNLESS OTHERWISE STATED ON RADII LABEL.
3. ALL CURVE LABLES SHOWING "L=" REPRESENT THE ARC LENGTH IN LINEAR FEET.
4. ALL COMMERCIAL, MULTIFAMILY, AND SINGLE FAMILY FOR RENT DRIVEWAY LOCATIONS ARE FOR PRELIMINARY PURPOSES ONLY. FINAL DRIVEWAY LOCATIONS TO BE DETERMINED WITH THE CORRESPONDING FINAL PLAT AND CONSTRUCTION DOCUMENTS.

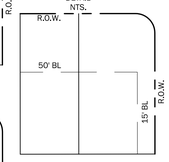
KEY MAP
NTS.



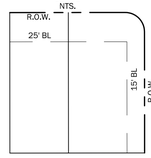
TYPICAL 136' ARTERIAL LOT BUILDING SETBACK DETAIL NTS.



TYPICAL 120' ARTERIAL LOT BUILDING SETBACK DETAIL NTS.



TYPICAL LOCAL LOT BUILDING SETBACK DETAIL NTS.

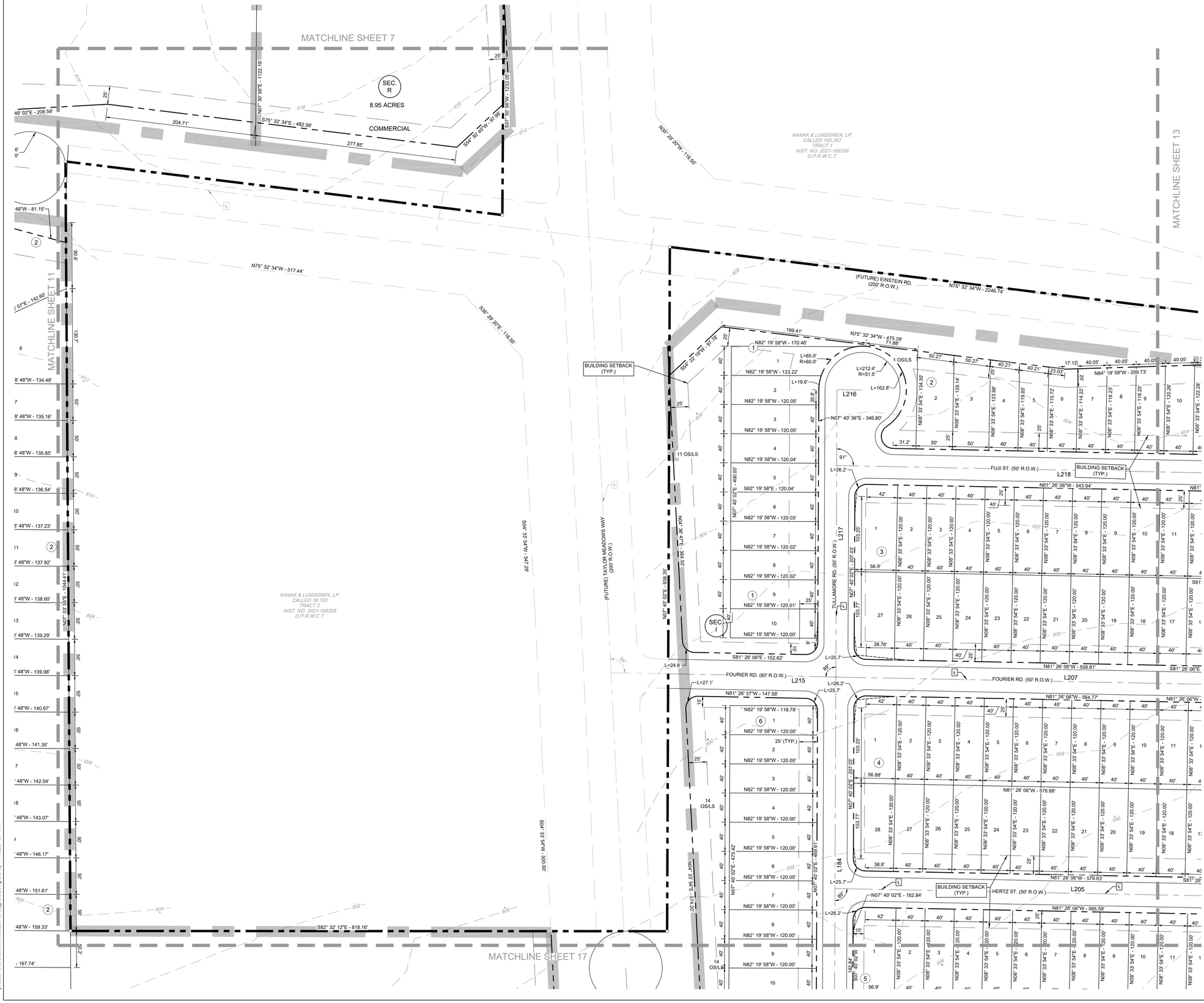


BENCHMARKS

1. **T.B.M. #1: "X" CUT**
   ELEVATION = 582.73'
2. **T.B.M. #2: "X" CUT**
   ELEVATION = 587.12'

KFM
ENGINEERING & DESIGN
1301 S. MOPAC EXPY., SUITE 150
AUSTIN, TEXAS 78746
PHONE: (512) 628-8281
WWW.KFM-LLC.COM
TBPE #: F-20821

ISSUE:	DESCRIPTION:	DELTA:	DATE:



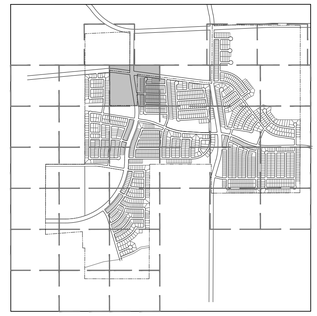
LEGEND

- SECTION LINE
- PROPERTY LINE
- RIGHT-OF-WAY LINE
- BOUNDARY CORNER
- MB — MAIL BOX CLUSTER
- VISIBILITY EASEMENT LINE

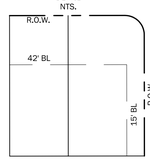
NOTES

1. ALL CURB RETURN RADII SHALL BE 25-FT UNLESS OTHERWISE STATED ON RADII LABEL.
2. ALL R.O.W. RADII SHALL BE 16.5-FT UNLESS OTHERWISE STATED ON RADII LABEL.
3. ALL CURVE LABLES SHOWING "L=" REPRESENT THE ARC LENGTH IN LINEAR FEET.
4. ALL COMMERCIAL, MULTIFAMILY, AND SINGLE FAMILY FOR RENT DRIVEWAY LOCATIONS ARE FOR PRELIMINARY PURPOSES ONLY. FINAL DRIVEWAY LOCATIONS TO BE DETERMINED WITH THE CORRESPONDING FINAL PLAT AND CONSTRUCTION DOCUMENTS.

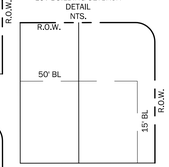
KEY MAP
NTS.



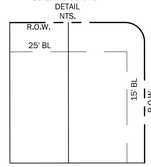
TYPICAL 136' ARTERIAL LOT BUILDING SETBACK DETAIL
NTS.



TYPICAL 120' ARTERIAL LOT BUILDING SETBACK DETAIL
NTS.



TYPICAL LOCAL LOT BUILDING SETBACK DETAIL
NTS.

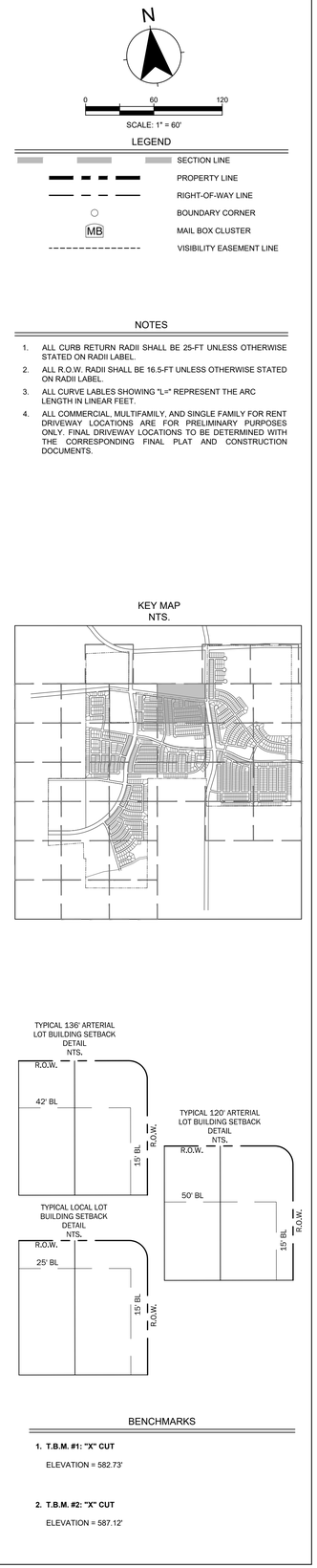


BENCHMARKS

1. **T.B.M. #1: "X" CUT**
   ELEVATION = 582.73'
2. **T.B.M. #2: "X" CUT**
   ELEVATION = 587.12'

KFM
ENGINEERING & DESIGN
1301 S. MOPAC EXPY., SUITE 150
AUSTIN, TEXAS 78746
PHONE: (512) 628-8281
WWW.KFM-LLC.COM
TBPE #: F-20821

ISSUE:	DESCRIPTION:	DELTA:	DATE:



LEGEND

- SECTION LINE
- PROPERTY LINE
- RIGHT-OF-WAY LINE
- BOUNDARY CORNER
- MB — MAIL BOX CLUSTER
- VISIBILITY EASEMENT LINE

NOTES

1. ALL CURB RETURN RADII SHALL BE 25-FT UNLESS OTHERWISE STATED ON RADII LABEL.
2. ALL R.O.W. RADII SHALL BE 16.5-FT UNLESS OTHERWISE STATED ON RADII LABEL.
3. ALL CURVE LABLES SHOWING "L=" REPRESENT THE ARC LENGTH IN LINEAR FEET.
4. ALL COMMERCIAL, MULTIFAMILY, AND SINGLE FAMILY FOR RENT DRIVEWAY LOCATIONS ARE FOR PRELIMINARY PURPOSES ONLY. FINAL DRIVEWAY LOCATIONS TO BE DETERMINED WITH THE CORRESPONDING FINAL PLAT AND CONSTRUCTION DOCUMENTS.

KEY MAP
NTS.

TYPICAL 136' ARTERIAL LOT BUILDING SETBACK DETAIL
NTS.

TYPICAL 120' ARTERIAL LOT BUILDING SETBACK DETAIL
NTS.

TYPICAL LOCAL LOT BUILDING SETBACK DETAIL
NTS.

BENCHMARKS

1. T.B.M. #1: "X" CUT
   ELEVATION = 582.73'
2. T.B.M. #2: "X" CUT
   ELEVATION = 587.12'

KFM
ENGINEERING & DESIGN
1301 S. MOPAC EXPY., SUITE 150
AUSTIN, TEXAS 78746
PHONE: (512) 628-8281
WWW.KFM-LLC.COM
TBPE #: F-20821

ISSUE:	DESCRIPTION:	DELTA:	DESCRIPTION:	DATE:

CLIENT
TAYLOR MEADOWS 712, LP

PROJECT
TAYLOR MEADOWS

SHEET TITLE
PRELIMINARY PLAT SEC. I & K

STATE OF TEXAS
BRIAN LANDRY
139447
LICENSED
PROFESSIONAL
ENGINEER
11/07/2024

PROJECT NUMBER: 020075008
DRAWN BY: TJH
DESIGNED BY: BL
CHECKED BY: MZ
DATE: 2023/09/12
SHEET:

13 OF 59

p:\020075\008\cad\sheets\020075008_plat02.dwg-alundy-11/7/2024 9:44 AM

MATCHLINE SHEET 8

MATCHLINE SHEET 9

MATCHLINE SHEET 13

MATCHLINE SHEET 15

MATCHLINE SHEET 19

1 OS/LS — (5) DETENTION POND 08 13.4 ACRE-FEET

15 OS/LS

33 OS/LS

23 OS/LS

DETENTION POND 09 12.8 ACRE-FEET

BLANTON ST. (50' R.O.W.)

EINSTEIN RD. (R.O.W. VARIES)

WELLER ST. (60' R.O.W.)

TURKEY ST. (60' R.O.W.)

GASS RD. (80' R.O.W.)

BATCH ST. (50' R.O.W.)

BUILDING SETBACK (TYP.)

ATLAS-14 FLOODPLAIN PER STUDY BY KFM ENGINEERING & DESIGN DATED 4/21/2023.

SEC. K — 21 LOTS

SEC. M — 32 LOTS

SEC. O — 14 LOTS

MB — MAIL BOX CLUSTER

N

0 60 120

SCALE: 1" = 60'

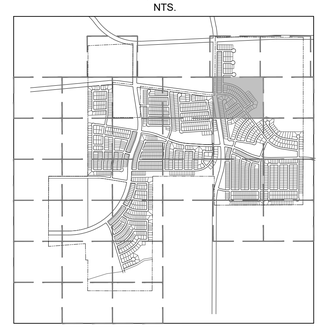
LEGEND

- SECTION LINE
- PROPERTY LINE
- RIGHT-OF-WAY LINE
- BOUNDARY CORNER
- MB — MAIL BOX CLUSTER
- VISIBILITY EASEMENT LINE

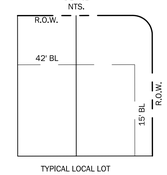
NOTES

1. ALL CURB RETURN RADII SHALL BE 25-FT UNLESS OTHERWISE STATED ON RADII LABEL.
2. ALL R.O.W. RADII SHALL BE 16.5-FT UNLESS OTHERWISE STATED ON RADII LABEL.
3. ALL CURVE LABLES SHOWING "L=" REPRESENT THE ARC LENGTH IN LINEAR FEET.
4. ALL COMMERCIAL, MULTIFAMILY, AND SINGLE FAMILY FOR RENT DRIVEWAY LOCATIONS ARE FOR PRELIMINARY PURPOSES ONLY. FINAL DRIVEWAY LOCATIONS TO BE DETERMINED WITH THE CORRESPONDING FINAL PLAT AND CONSTRUCTION DOCUMENTS.

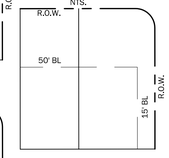
KEY MAP
NTS.



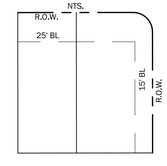
TYPICAL 136' ARTERIAL LOT BUILDING SETBACK DETAIL
NTS.



TYPICAL 120' ARTERIAL LOT BUILDING SETBACK DETAIL
NTS.



TYPICAL LOCAL LOT BUILDING SETBACK DETAIL
NTS.



BENCHMARKS

1. **T.B.M. #1: "X" CUT**
   ELEVATION = 582.73'
2. **T.B.M. #2: "X" CUT**
   ELEVATION = 587.12'

KFM
ENGINEERING & DESIGN
1301 S. MOPAC EXPY., SUITE 150
AUSTIN, TEXAS 78746
PHONE: (512) 628-8281
WWW.KFM-LLC.COM
TBPE #: F-20821

ISSUE: DESCRIPTION: DELTA: DESCRIPTION: DATE:

CLIENT
TAYLOR MEADOWS 712, LP

PROJECT
TAYLOR MEADOWS

SHEET TITLE
PRELIMINARY PLAT SEC. K, M & O

STATE OF TEXAS
BRIAN LANDRY
139447
LICENSED
PROFESSIONAL ENGINEER
11/07/2024

PROJECT NUMBER: 020075008
DRAWN BY: TJH
DESIGNED BY: BL
CHECKED BY: MZ
DATE: 2023/09/12
SHEET:

p:\020075008\cad\sheets\020075008_plat02.dwg-alundy-11/7/2024 9:45 AM

MATCHLINE SHEET 9

MATCHLINE SHEET 14

MATCHLINE SHEET 20

ZONE A 100-YR FEMA FLOODPLAIN (EFFECTIVE DATE: DEC. 20, 2019) PANEL #: 48491C0540F

ZONE A 100-YEAR FEMA FLOODPLAIN (EFFECTIVE DATE: DEC. 20, 2019) PANEL #: 48491C0540F

ZONE A 100-YEAR FEMA FLOODPLAIN (EFFECTIVE DATE: DEC. 20, 2019) PANEL #: 48491C0540F

SEC. M
7
15 OS/LS

10.04 ACRES
WASTEWATER TREATMENT PLANT

PROPOSED WASTEWATER TREATMENT PLANT

WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 45 CALLED 10.04 ACRES INST. NO. 2022-043531 O.P.R.W.C.T.

N60° 24' 14"E - 246.72'
N04° 16' 55"W - 117.77'
N66° 07' 11"W - 254.01'
N58° 39' 28"E - 130.81'
193.9'
15.6'
192.7'
45.7'
193.9'
1
O SEC.
18
17

N07° 39' 31"E - 2620.93'

N

0 60 120

SCALE: 1" = 60'

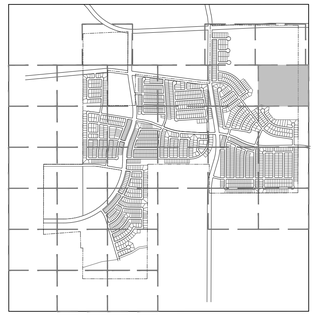
LEGEND

- SECTION LINE
- PROPERTY LINE
- RIGHT-OF-WAY LINE
- BOUNDARY CORNER
- MB — MAIL BOX CLUSTER
- VISIBILITY EASEMENT LINE

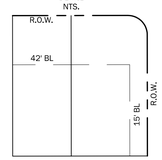
NOTES

1. ALL CURB RETURN RADII SHALL BE 25-FT UNLESS OTHERWISE STATED ON RADII LABEL.
2. ALL R.O.W. RADII SHALL BE 16.5-FT UNLESS OTHERWISE STATED ON RADII LABEL.
3. ALL CURVE LABLES SHOWING "L=" REPRESENT THE ARC LENGTH IN LINEAR FEET.
4. ALL COMMERCIAL, MULTIFAMILY, AND SINGLE FAMILY FOR RENT DRIVEWAY LOCATIONS ARE FOR PRELIMINARY PURPOSES ONLY. FINAL DRIVEWAY LOCATIONS TO BE DETERMINED WITH THE CORRESPONDING FINAL PLAT AND CONSTRUCTION DOCUMENTS.

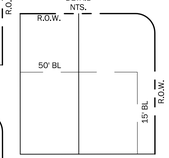
KEY MAP
NTS.



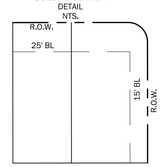
TYPICAL 136' ARTERIAL LOT BUILDING SETBACK DETAIL
NTS.



TYPICAL 120' ARTERIAL LOT BUILDING SETBACK DETAIL
NTS.



TYPICAL LOCAL LOT BUILDING SETBACK DETAIL
NTS.



BENCHMARKS

1. T.B.M. #1: "X" CUT
   ELEVATION = 582.73'
2. T.B.M. #2: "X" CUT
   ELEVATION = 587.12'

KFM ENGINEERING & DESIGN
1301 S. MOPAC EXPY., SUITE 150
AUSTIN, TEXAS 78746
PHONE: (512) 628-8281
WWW.KFM-LLC.COM
TBPE #: F-20821

DATE:
DESCRIPTION:
DELTA:

DATE:
DESCRIPTION:
ISSUE:

CLIENT
TAYLOR MEADOWS 712, LP

PROJECT
TAYLOR MEADOWS

SHEET TITLE
PRELIMINARY PLAT SEC. O

STATE OF TEXAS
BRIAN LANDRY
139447
LICENSED
PROFESSIONAL ENGINEER
11/07/2024

PROJECT NUMBER:
020075008

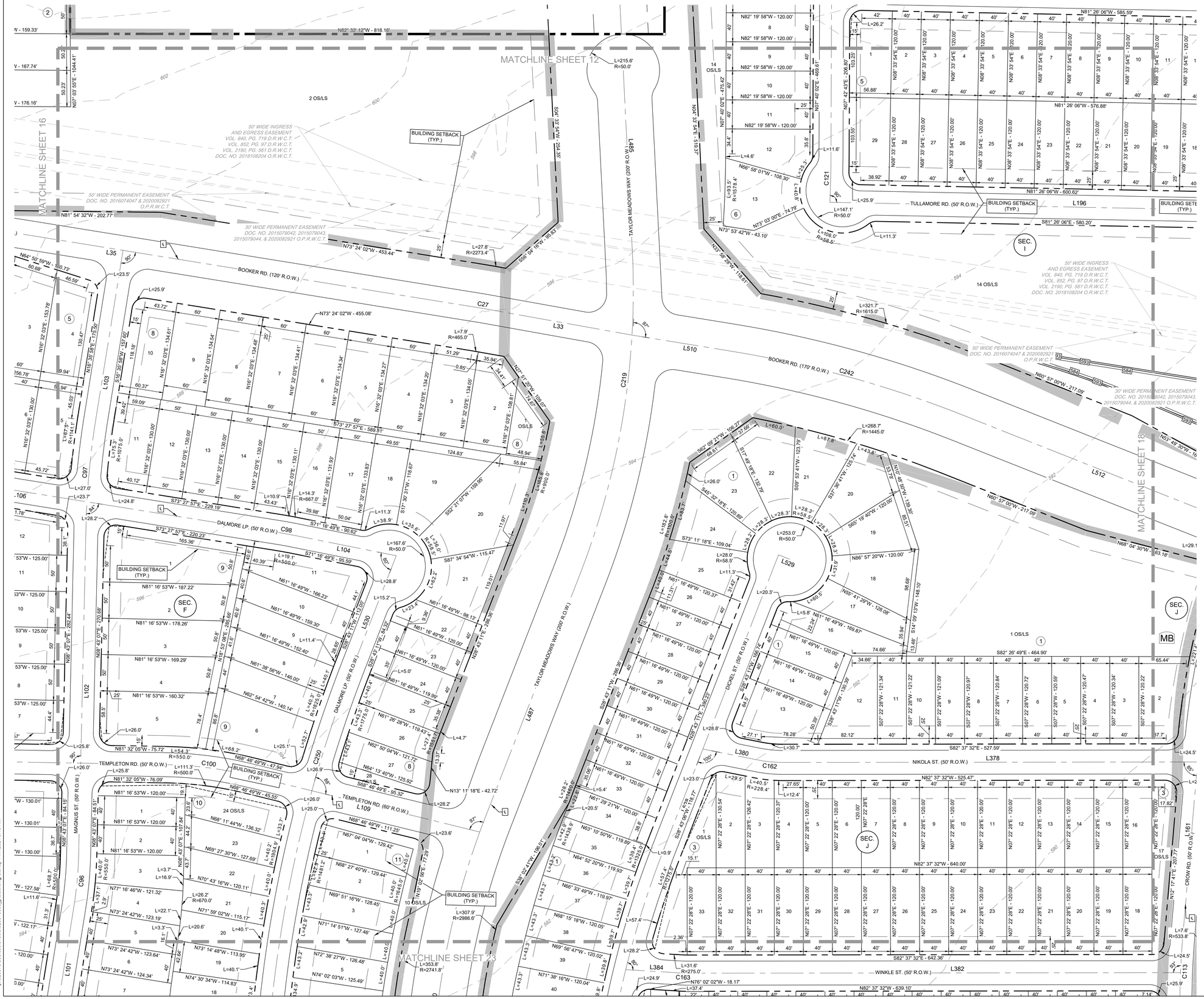
DRAWN BY: TJH
DESIGNED BY: BL
CHECKED BY: MZ

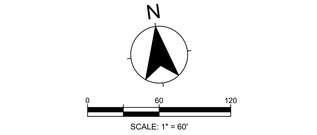
DATE:
2023/09/12

SHEET:

p:\020075008\cad\sheets\020075008_plat02.dwg-alundy-11/7/2024 9:45 AM

MATCHLINE SHEET 11
MATCHLINE SHEET 17
MATCHLINE SHEET 22
DETENTION POND 01
8.8 ACRE-FEET
27 OS/LS
BUILDING SETBACK (TYP.)
BOOKER RD. (50' R.O.W.)
DEWAR LP. (60' R.O.W.)
DALMORE LP. (50' R.O.W.)
TEMPLETON RD. (50' R.O.W.)
MAGNUS ST. (50' R.O.W.)
30' WIDE PERMANENT EASEMENT DOC. NO. 2015079042, 2015079043, 20150790044, & 2020082921 O.P.R.W.C.T.
50' WIDE PERMANENT EASEMENT DOC. NO. 2016074047 & 2020082921 O.P.R.W.C.T.
ROSELIND JOAN WIELAND CALLED 71-19/40 ACRES DOC. NO. 9860592 O.P.R.W.C.T.
SEC. F
N73° 26' 02"W - 137.60'
N84° 25' 04"E - 107.34'
N82° 26' 22"W - 120.00'
N07° 33' 38"E - 3914.78'
N07° 33' 38"E - 509.77'
N07° 33' 38"E - 1250.98'
N07° 33' 38"E - 274.49'
N82° 26' 22"W - 12.37'
N73° 24' 02"W - 173.84'
N82° 26' 22"W - 80.29'
N76° 16' 26"W - 85.58'
N73° 31' 33"W - 73.57'
N81° 32' 04"W - 68.77'
N73° 27' 57"W - 103.63'
S81° 29' 25"E - 74.52'
S73° 27' 57"E - 113.83'
S73° 27' 57"E - 219.05'
N81° 32' 05"W - 138.59'
N81° 32' 05"W - 140.55'
N81° 32' 05"W - 139.13'
N81° 32' 05"W - 137.72'
N81° 32' 05"W - 136.10'
N81° 32' 05"W - 240.61'
N81° 32' 05"W - 217.01'
N81° 32' 05"W - 238.93'
N81° 16' 55"W - 136.00'
N81° 16' 55"W - 135.82'
N82° 26' 22"W - 135.08'
N82° 26' 22"W - 134.68'
N82° 26' 22"W - 133.98'
N82° 26' 22"W - 132.23'
N82° 26' 22"W - 129.76'
N82° 26' 22"W - 126.61'
N73° 24' 42"W - 129.78'
N73° 24' 42"W - 126.64'
N73° 24' 02"W - 106.86'
N73° 24' 02"W - 102.87'
N82° 08' 48"W - 159.33'
N82° 08' 48"W - 167.74'
N82° 08' 48"W - 176.16'
N07° 03' 55"E - 1044.41'
N16° 35' 58"E - 214.85'
N84° 50' 59"W - 200.73'
N81° 16' 55"W - 125.01'
N81° 16' 53"W - 125.00'
N81° 16' 53"W - 130.01'
N80° 54' 07"W - 130.00'
N74° 44' 11"W - 127.58'
N77° 52' 41"W - 121.18'
N73° 42' 36"W - 120.01'
N73° 24' 42"W - 122.17'
N73° 24' 42"W - 120.00'
N68° 43' 08"E - 313.19'
N68° 43' 08"E - 350.97'
N68° 43' 08"E - 135.66'
N68° 43' 08"E - 84.15'
N68° 43' 08"E - 220.68'
S16° 35' 58"W - 167.63'
S16° 35' 58"W - 162.83'
N16° 32' 03"E - 184.94'
N16° 32' 03"E - 182.87'
N16° 32' 03"E - 153.78'
N16° 32' 03"E - 130.47'
N16° 32' 03"E - 130.00'
N16° 32' 05"E - 130.00'
N16° 35' 58"E - 175.50'
N14° 28' 59"E - 150.29'
N15° 11' 14"E - 150.26'
N16° 32' 03"E - 120.08'
N16° 32' 03"E - 180.08'
N13° 26' 39"E - 153.59'
N05° 49' 30"E - 163.87'
S73° 24' 02"E - 178.84'
S73° 27' 57"E - 256.78'
S73° 27' 57"E - 221.30'
S73° 27' 57"E - 107.27'
N16° 32' 03"E - 130.00'
N16° 32' 03"E - 130.00'
N16° 32' 05"E - 130.00'
N16° 32' 03"E - 130.00'
N16° 32' 03"E - 130.00'
N16° 32' 03





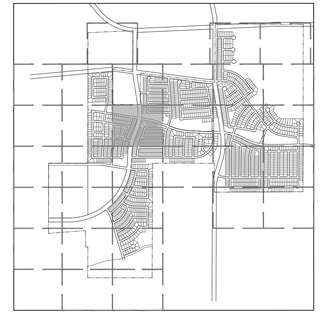
LEGEND

- SECTION LINE
- PROPERTY LINE
- RIGHT-OF-WAY LINE
- BOUNDARY CORNER
- MB — MAIL BOX CLUSTER
- VISIBILITY EASEMENT LINE

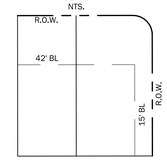
NOTES

1. ALL CURB RETURN RADII SHALL BE 25-FT UNLESS OTHERWISE STATED ON RADII LABEL.
2. ALL R.O.W. RADII SHALL BE 16.5-FT UNLESS OTHERWISE STATED ON RADII LABEL.
3. ALL CURVE LABLES SHOWING "L=" REPRESENT THE ARC LENGTH IN LINEAR FEET.
4. ALL COMMERCIAL, MULTIFAMILY, AND SINGLE FAMILY FOR RENT DRIVEWAY LOCATIONS ARE FOR PRELIMINARY PURPOSES ONLY. FINAL DRIVEWAY LOCATIONS TO BE DETERMINED WITH THE CORRESPONDING FINAL PLAT AND CONSTRUCTION DOCUMENTS.

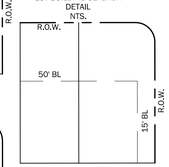
KEY MAP
NTS.



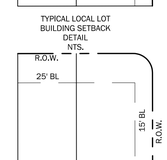
TYPICAL 136' ARTERIAL LOT BUILDING SETBACK DETAIL
NTS.



TYPICAL 120' ARTERIAL LOT BUILDING SETBACK DETAIL
NTS.



TYPICAL LOCAL LOT BUILDING SETBACK DETAIL
NTS.

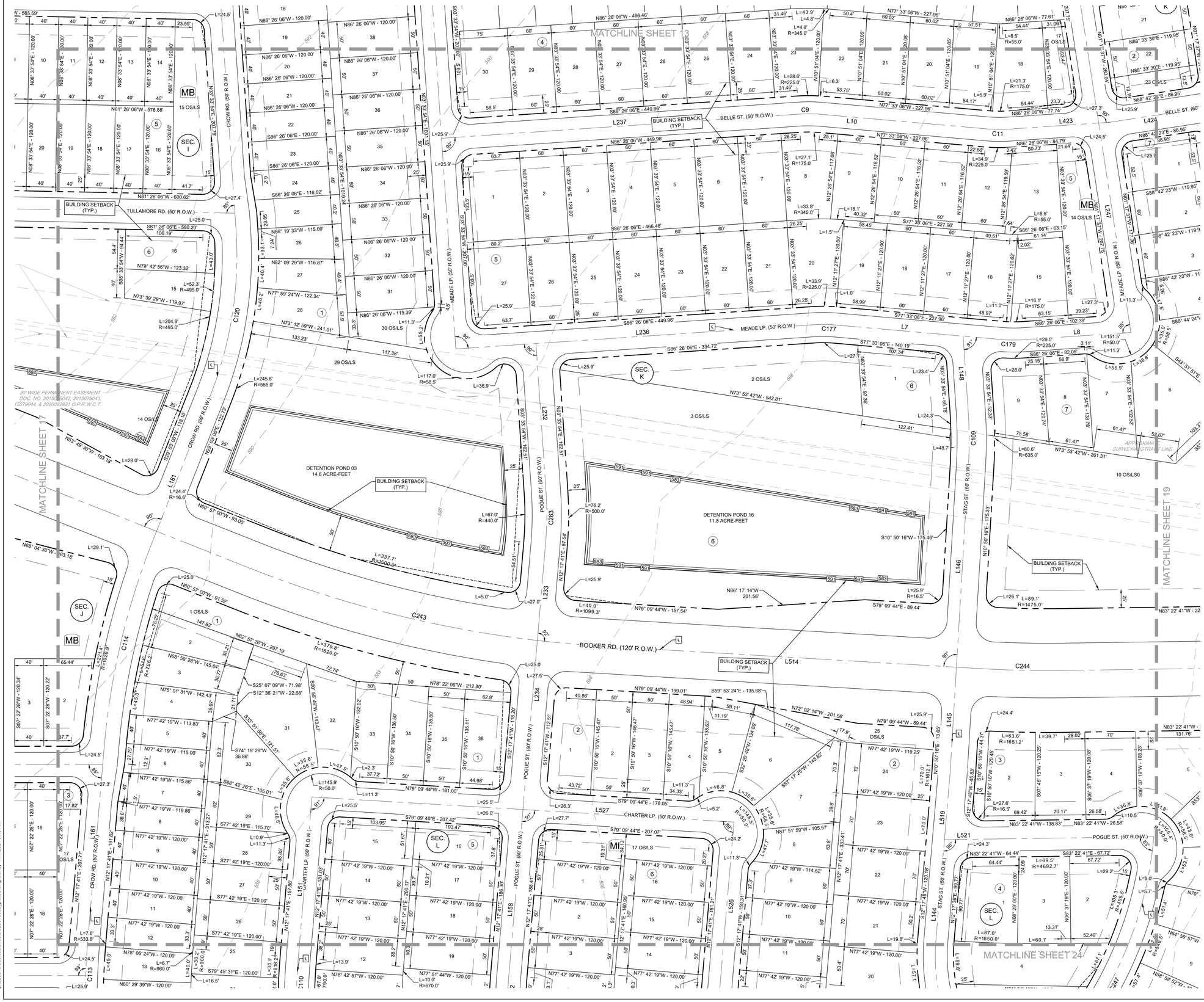


BENCHMARKS

1. T.B.M. #1: "X" CUT
   ELEVATION = 582.73'
2. T.B.M. #2: "X" CUT
   ELEVATION = 587.12'

KFM
ENGINEERING & DESIGN
1301 S. MOPAC EXPY., SUITE 150
AUSTIN, TEXAS 78746
PHONE: (512) 628-8281
WWW.KFM-LLC.COM
TBPE #: F-20821

ISSUE:	DESCRIPTION:	DELTA:	DATE:



N

0 60 120

SCALE: 1" = 60'

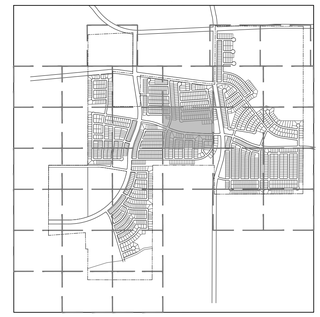
LEGEND

- SECTION LINE
- PROPERTY LINE
- RIGHT-OF-WAY LINE
- BOUNDARY CORNER
- MB — MAIL BOX CLUSTER
- VISIBILITY EASEMENT LINE

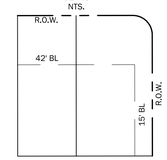
NOTES

1. ALL CURB RETURN RADII SHALL BE 25-FT UNLESS OTHERWISE STATED ON RADII LABEL.
2. ALL R.O.W. RADII SHALL BE 16.5-FT UNLESS OTHERWISE STATED ON RADII LABEL.
3. ALL CURVE LABLES SHOWING "L=" REPRESENT THE ARC LENGTH IN LINEAR FEET.
4. ALL COMMERCIAL, MULTIFAMILY, AND SINGLE FAMILY FOR RENT DRIVEWAY LOCATIONS ARE FOR PRELIMINARY PURPOSES ONLY. FINAL DRIVEWAY LOCATIONS TO BE DETERMINED WITH THE CORRESPONDING FINAL PLAT AND CONSTRUCTION DOCUMENTS.

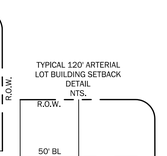
KEY MAP
NTS.



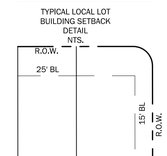
TYPICAL 136' ARTERIAL LOT BUILDING SETBACK DETAIL
NTS.



TYPICAL 120' ARTERIAL LOT BUILDING SETBACK DETAIL
NTS.



TYPICAL LOCAL LOT BUILDING SETBACK DETAIL
NTS.



BENCHMARKS

1. T.B.M. #1: "X" CUT
   ELEVATION = 582.73'
2. T.B.M. #2: "X" CUT
   ELEVATION = 587.12'

KFM
ENGINEERING & DESIGN
1301 S. MOPAC EXPY., SUITE 150
AUSTIN, TEXAS 78746
PHONE: (512) 628-8281
WWW.KFM-LLC.COM
TBPE #: F-20821

ISSUE:	DESCRIPTION:	DELTA:	DATE:

MATCHLINE SHEET 14

MATCHLINE SHEET 18

MATCHLINE SHEET 24

MATCHLINE SHEET 20

BELLE ST. (60' R.O.W.)

BLANTON ST. (50' R.O.W.)

BATCH ST. (50' R.O.W.)

PACIOLI ST. (50' R.O.W.)

DOUBLE ST. (60' R.O.W.)

EINSTEIN RD. (50' R.O.W.)

BOOKER RD. (170' R.O.W.)

BOOKER RD. (60' R.O.W.)

NOBLE RD. (60' R.O.W.)

MEADE LP. (50' R.O.W.)

MICHTER LP. (50' R.O.W.)

MICHTER LP. (60' R.O.W.)

OAKS DR. R.O.W. (VAR.)

BUILDING SETBACK (TYP.)

50' WIDE PERMANENT EASEMENT DOC. NO. 2016074047 & 2020082921 O.P.R.W.C.T.

50' WIDE INGRESS AND EGRESS EASEMENT VOL. 840, PG. 719 D.R.W.C.T. VOL. 852, PG. 561 D.R.W.C.T. VOL. 2190, PG. 561 D.R.W.C.T. DOC. NO. 2018108204 O.R.W.C.T.

30' WIDE PERMANENT EASEMENT DOC. NO. 2015079042, 2015079043, 2015079044, & 2020082921 O.P.R.W.C.T.

MICHAEL RUTH SURVEY ABSTRACT NO. 541 WILLIAMSON COUNTY, TEXAS

APPROXIMATE SURVEY/STRAT LINE

25 OS/LS

35 OS/LS

10 OS/LS0

4 OS/LS

6 OS/LS

1 OS/LS

2 OS/LS

N

0 60 120

SCALE: 1" = 60'

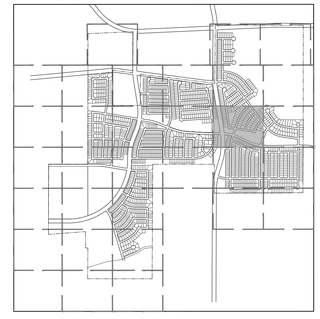
LEGEND

- SECTION LINE
- PROPERTY LINE
- RIGHT-OF-WAY LINE
- BOUNDARY CORNER
- MB MAIL BOX CLUSTER
- VISIBILITY EASEMENT LINE

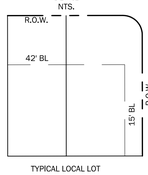
NOTES

1. ALL CURB RETURN RADII SHALL BE 25-FT UNLESS OTHERWISE STATED ON RADII LABEL.
2. ALL R.O.W. RADII SHALL BE 16.5-FT UNLESS OTHERWISE STATED ON RADII LABEL.
3. ALL CURVE LABLES SHOWING "L=" REPRESENT THE ARC LENGTH IN LINEAR FEET.
4. ALL COMMERCIAL, MULTIFAMILY, AND SINGLE FAMILY FOR RENT DRIVEWAY LOCATIONS ARE FOR PRELIMINARY PURPOSES ONLY. FINAL DRIVEWAY LOCATIONS TO BE DETERMINED WITH THE CORRESPONDING FINAL PLAT AND CONSTRUCTION DOCUMENTS.

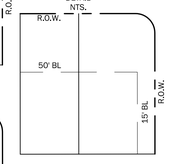
KEY MAP
NTS.



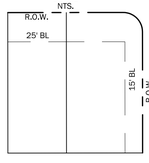
TYPICAL 136' ARTERIAL LOT BUILDING SETBACK DETAIL
NTS.



TYPICAL 120' ARTERIAL LOT BUILDING SETBACK DETAIL
NTS.



TYPICAL LOCAL LOT BUILDING SETBACK DETAIL
NTS.



BENCHMARKS

1. T.B.M. #1: "X" CUT
   ELEVATION = 582.73'
2. T.B.M. #2: "X" CUT
   ELEVATION = 587.12'

KFM
ENGINEERING & DESIGN
1301 S. MOPAC EXPY., SUITE 150
AUSTIN, TEXAS 78746
PHONE: (512) 628-8281
WWW.KFM-LLC.COM
TBPE #: F-20821

ISSUE:	DESCRIPTION:	DELTA:	DATE:

ISSUE:	DESCRIPTION:	DATE:

CLIENT
TAYLOR MEADOWS

PROJECT
TAYLOR MEADOWS 712, LP

SHEET TITLE
PRELIMINARY PLAT SEC. K, M, O & P

STATE OF TEXAS
BRIAN LANDRY
139447
LICENSED
PROFESSIONAL
ENGINEER
11/07/2024

PROJECT NUMBER: 020075008

DRAWN BY: TJH | DESIGNED BY: BL | CHECKED BY: MZ

DATE: 2023/09/12

SHEET:

p:\020075\008\cad\sheets\020075008_plat03.dwg-dlundy-11/7/2024 9:45 AM

MATCHLINE SHEET 15

CALLED 10.04 ACRES
INST. NO. 2022-043531
O.P.R.W.C.T.

PROPOSED WASTEWATER TREATMENT PLANT

WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 45
CALLED 10.04 ACRES
INST. NO. 2022-043531
O.P.R.W.C.T.

10.04 ACRES
WASTEWATER TREATMENT PLANT

ATLAS-14 FLOODPLAIN PER STUDY BY KFM ENGINEERING & DESIGN DATED 4/21/2023.

ROAD SERVES WASTEWATER TREATMENT PLANT

BUILDING SETBACK (TYP.)

MICHTER LP (60' R.O.W.)

EINSTEIN RD. (50' R.O.W.)

WILLETT CT. (50' R.O.W.)

BOOKER RD. (50' R.O.W.)

NOAH LP. (60' R.O.W.)

CIELO RANCH LAND PARTNERS, LLC
CALLED 762.88 ACRES
INST. NO. 2022-007560
O.P.R.W.C.T.

1 OS/LS

16 OS/LS

50' WIDE INGRESS & EGRESS EASEMENT
VOL. 840, PG. 719 D.R.W.C.T.
VOL. 852, PG. 97 D.R.W.C.T.
VOL. 2190, PG. 570 D.R.W.C.T.
DOC. NO. 2018108204 O.R.W.C.T.

30' WIDE PERMANENT EASEMENT
DOC. NO. 2015079045, 2015079046
& 2020082921O.P.R.W.C.T.

50' WIDE PERMANENT EASEMENT
DOC. NO. 2016074048 & 2020082921
O.P.R.W.C.T.

MATCHLINE SHEET 19

MATCHLINE SHEET 26

N

0 60 120

SCALE: 1" = 60'

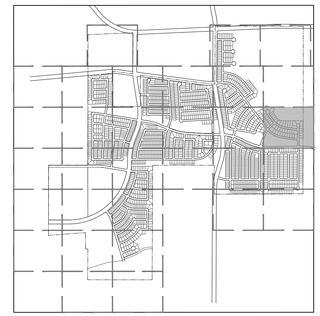
LEGEND

- SECTION LINE
- PROPERTY LINE
- RIGHT-OF-WAY LINE
- BOUNDARY CORNER
- MB — MAIL BOX CLUSTER
- VISIBILITY EASEMENT LINE

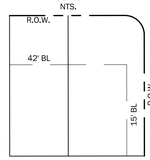
NOTES

1. ALL CURB RETURN RADII SHALL BE 25-FT UNLESS OTHERWISE STATED ON RADII LABEL.
2. ALL R.O.W. RADII SHALL BE 16.5-FT UNLESS OTHERWISE STATED ON RADII LABEL.
3. ALL CURVE LABLES SHOWING "L=" REPRESENT THE ARC LENGTH IN LINEAR FEET.
4. ALL COMMERCIAL, MULTIFAMILY, AND SINGLE FAMILY FOR RENT DRIVEWAY LOCATIONS ARE FOR PRELIMINARY PURPOSES ONLY. FINAL DRIVEWAY LOCATIONS TO BE DETERMINED WITH THE CORRESPONDING FINAL PLAT AND CONSTRUCTION DOCUMENTS.

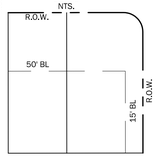
KEY MAP
NTS.



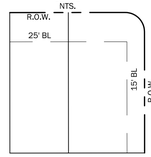
TYPICAL 136' ARTERIAL LOT BUILDING SETBACK DETAIL
NTS.



TYPICAL 120' ARTERIAL LOT BUILDING SETBACK DETAIL
NTS.



TYPICAL LOCAL LOT BUILDING SETBACK DETAIL
NTS.



BENCHMARKS

1. **T.B.M. #1: "X" CUT**
   ELEVATION = 582.73'
2. **T.B.M. #2: "X" CUT**
   ELEVATION = 587.12'

KFM
ENGINEERING & DESIGN
1301 S. MOPAC EXPY., SUITE 150
AUSTIN, TEXAS 78746
PHONE: (512) 628-8281
WWW.KFM-LLC.COM
TBPE #: F-20821

ISSUE:	DESCRIPTION:	DATE:
	DELTA:	
	DESCRIPTION:	DATE:

CLIENT
TAYLOR MEADOWS 712, LP

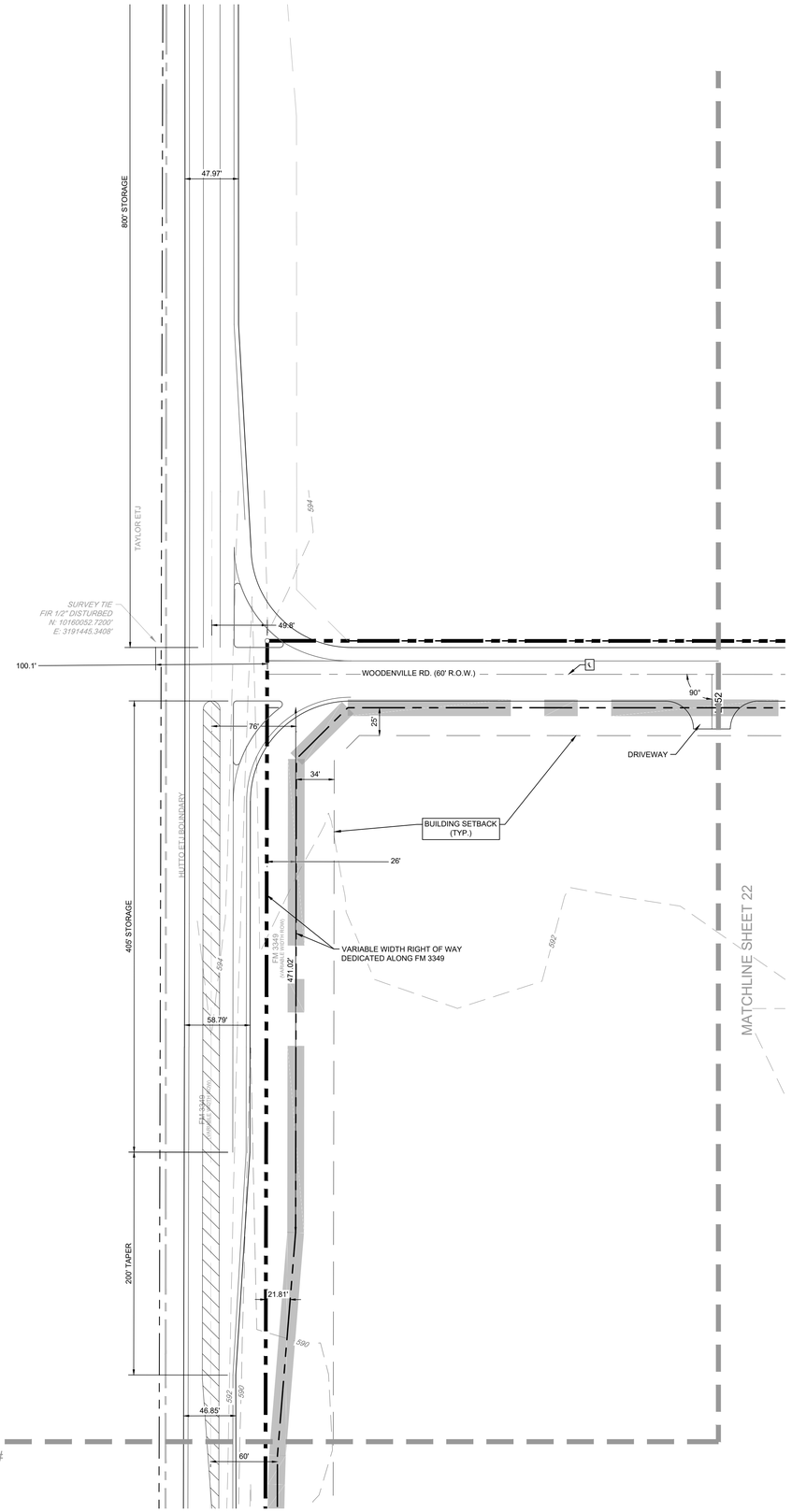
PROJECT
TAYLOR MEADOWS

SHEET TITLE
PRELIMINARY PLAT SEC. O & R

STATE OF TEXAS
BRIAN LANDRY
139447
LICENSED PROFESSIONAL ENGINEER
11/07/2024

PROJECT NUMBER: 020075008
DRAWN BY: TJH
DESIGNED BY: BL
CHECKED BY: MZ
DATE: 2023/09/12
SHEET:

p:\020075008\cad\sheets\020075008_plat04.dwg-alundy-11/7/2024 9:46 AM



N

0 60 120

SCALE: 1" = 60'

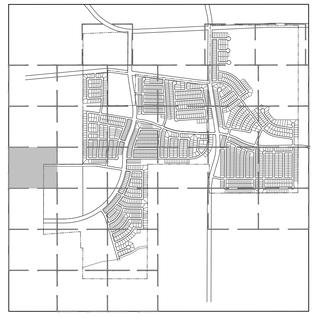
LEGEND

- SECTION LINE
- PROPERTY LINE
- RIGHT-OF-WAY LINE
- BOUNDARY CORNER
- MB — MAIL BOX CLUSTER
- VISIBILITY EASEMENT LINE

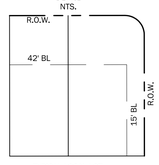
NOTES

1. ALL CURB RETURN RADII SHALL BE 25-FT UNLESS OTHERWISE STATED ON RADII LABEL.
2. ALL R.O.W. RADII SHALL BE 16.5-FT UNLESS OTHERWISE STATED ON RADII LABEL.
3. ALL CURVE LABLES SHOWING "L=" REPRESENT THE ARC LENGTH IN LINEAR FEET.
4. ALL COMMERCIAL, MULTIFAMILY, AND SINGLE FAMILY FOR RENT DRIVEWAY LOCATIONS ARE FOR PRELIMINARY PURPOSES ONLY. FINAL DRIVEWAY LOCATIONS TO BE DETERMINED WITH THE CORRESPONDING FINAL PLAT AND CONSTRUCTION DOCUMENTS.

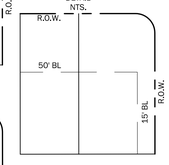
KEY MAP
NTS.



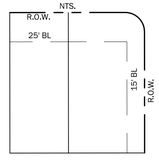
TYPICAL 136' ARTERIAL
LOT BUILDING SETBACK
DETAIL
NTS.



TYPICAL 120' ARTERIAL
LOT BUILDING SETBACK
DETAIL
NTS.



TYPICAL LOCAL LOT
BUILDING SETBACK
DETAIL
NTS.



BENCHMARKS

1. **T.B.M. #1: "X" CUT**

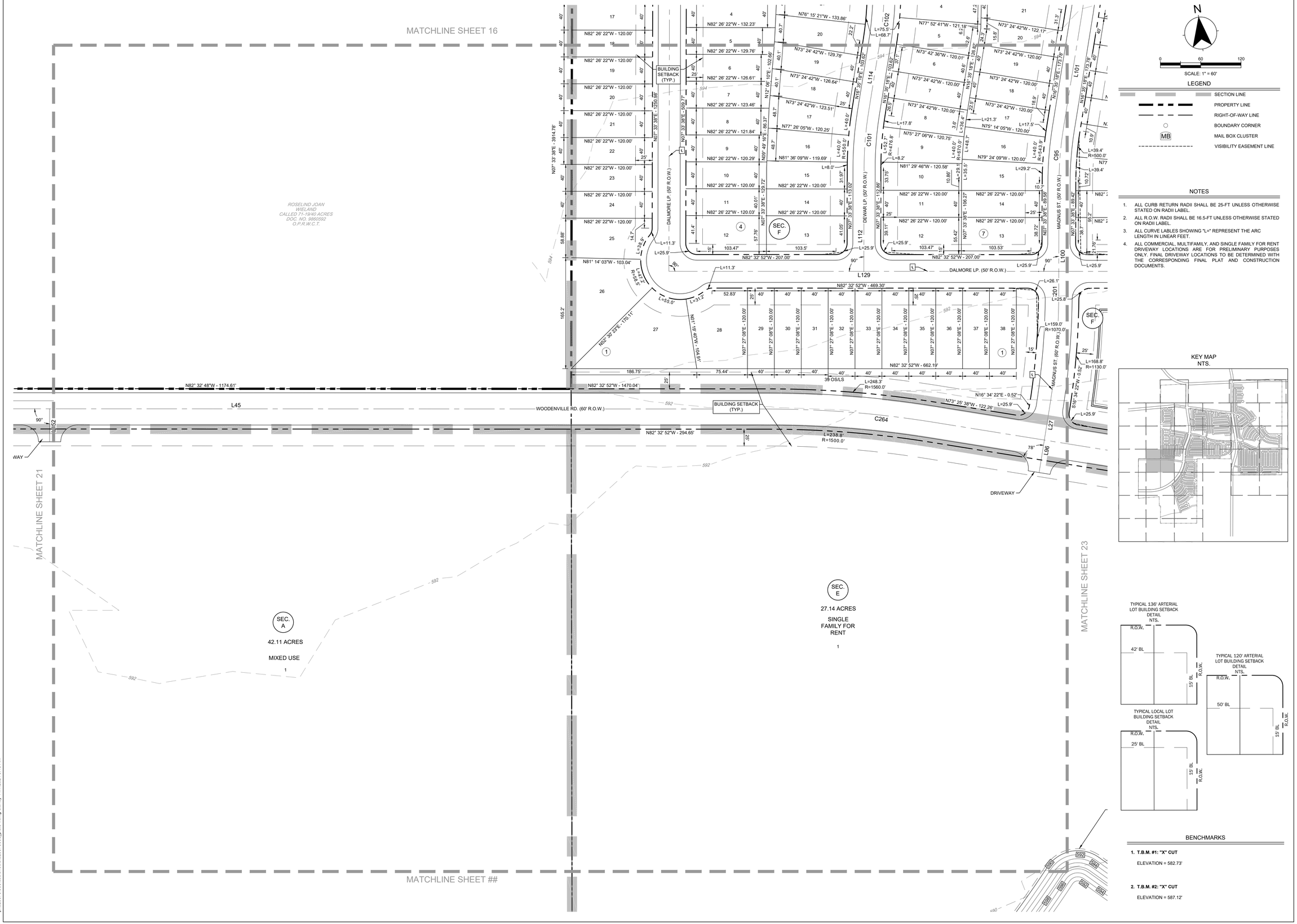
   ELEVATION = 582.73'

2. **T.B.M. #2: "X" CUT**

   ELEVATION = 587.12'

KFM
ENGINEERING & DESIGN
1301 S. MOPAC EXPY., SUITE 150
AUSTIN, TEXAS 78746
PHONE: (512) 628-8281
WWW.KFM-LLC.COM
TBPE #: F-20821

ISSUE:	DESCRIPTION:	DATE:



LEGEND

- SECTION LINE
- PROPERTY LINE
- RIGHT-OF-WAY LINE
- BOUNDARY CORNER
- MB — MAIL BOX CLUSTER
- VISIBILITY EASEMENT LINE

NOTES

1. ALL CURB RETURN RADII SHALL BE 25-FT UNLESS OTHERWISE STATED ON RADII LABEL.
2. ALL R.O.W. RADII SHALL BE 16.5-FT UNLESS OTHERWISE STATED ON RADII LABEL.
3. ALL CURVE LABLES SHOWING "L=" REPRESENT THE ARC LENGTH IN LINEAR FEET.
4. ALL COMMERCIAL, MULTIFAMILY, AND SINGLE FAMILY FOR RENT DRIVEWAY LOCATIONS ARE FOR PRELIMINARY PURPOSES ONLY. FINAL DRIVEWAY LOCATIONS TO BE DETERMINED WITH THE CORRESPONDING FINAL PLAT AND CONSTRUCTION DOCUMENTS.

KEY MAP
NTS.

TYPICAL 136' ARTERIAL LOT BUILDING SETBACK DETAIL NTS.

TYPICAL 120' ARTERIAL LOT BUILDING SETBACK DETAIL NTS.

TYPICAL LOCAL LOT BUILDING SETBACK DETAIL NTS.

BENCHMARKS

1. **T.B.M. #1: "X" CUT**
   ELEVATION = 582.73'
2. **T.B.M. #2: "X" CUT**
   ELEVATION = 587.12'

KFM ENGINEERING & DESIGN
1301 S. MOPAC EXPY., SUITE 150
AUSTIN, TEXAS 78746
PHONE: (512) 628-8281
WWW.KFM-LLC.COM
TBPE #: F-20821

ISSUE:	DESCRIPTION:	DELTA:	DATE:

N

0 60 120

SCALE: 1" = 60'

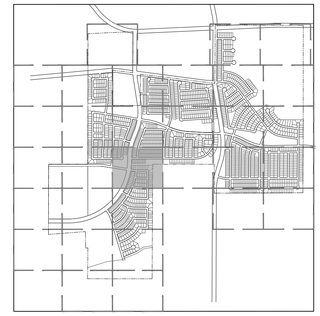
LEGEND

- SECTION LINE
- PROPERTY LINE
- RIGHT-OF-WAY LINE
- BOUNDARY CORNER
- MB — MAIL BOX CLUSTER
- VISIBILITY EASEMENT LINE

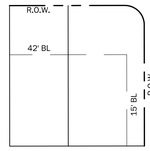
NOTES

1. ALL CURB RETURN RADII SHALL BE 25-FT UNLESS OTHERWISE STATED ON RADII LABEL.
2. ALL R.O.W. RADII SHALL BE 16.5-FT UNLESS OTHERWISE STATED ON RADII LABEL.
3. ALL CURVE LABLES SHOWING "L=" REPRESENT THE ARC LENGTH IN LINEAR FEET.
4. ALL COMMERCIAL, MULTIFAMILY, AND SINGLE FAMILY FOR RENT DRIVEWAY LOCATIONS ARE FOR PRELIMINARY PURPOSES ONLY. FINAL DRIVEWAY LOCATIONS TO BE DETERMINED WITH THE CORRESPONDING FINAL PLAT AND CONSTRUCTION DOCUMENTS.

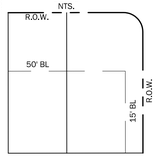
KEY MAP
NTS.



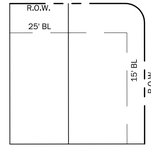
TYPICAL 136' ARTERIAL LOT BUILDING SETBACK DETAIL
NTS.



TYPICAL 120' ARTERIAL LOT BUILDING SETBACK DETAIL
NTS.



TYPICAL LOCAL LOT BUILDING SETBACK DETAIL
NTS.



BENCHMARKS

1. **T.B.M. #1: "X" CUT**

   ELEVATION = 582.73'

2. **T.B.M. #2: "X" CUT**

   ELEVATION = 587.12'

KFM
ENGINEERING & DESIGN
1301 S. MOPAC EXPY., SUITE 150
AUSTIN, TEXAS 78746
PHONE: (512) 628-8281
WWW.KFM-LLC.COM
TBPE #: F-20821

ISSUE:	DESCRIPTION:	DATE:
DELTA:	DESCRIPTION:	DATE:

CLIENT
TAYLOR MEADOWS 712, LP

PROJECT
TAYLOR MEADOWS

SHEET TITLE
PRELIMINARY PLAT SEC. D, E, F & J

STATE OF TEXAS
BRIAN LANDRY
139447
LICENSED
PROFESSIONAL ENGINEER
11/07/2024

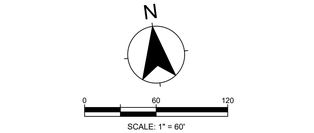
PROJECT NUMBER: 020075008

DRAWN BY:	DESIGNED BY:	CHECKED BY:
TJH	BL	MZ

DATE: 2023/09/12

SHEET:

p:\020075008\cad\sheets\020075008_plat04.dwg-alundy-11/7/2024 9:46 AM



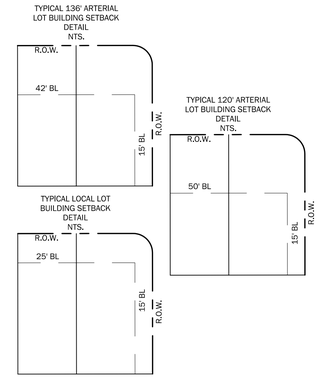
LEGEND

- SECTION LINE
- PROPERTY LINE
- RIGHT-OF-WAY LINE
- BOUNDARY CORNER
- MB — MAIL BOX CLUSTER
- VISIBILITY EASEMENT LINE

NOTES

1. ALL CURB RETURN RADII SHALL BE 25-FT UNLESS OTHERWISE STATED ON RADII LABEL.
2. ALL R.O.W. RADII SHALL BE 16.5-FT UNLESS OTHERWISE STATED ON RADII LABEL.
3. ALL CURVE LABLES SHOWING "L=" REPRESENT THE ARC LENGTH IN LINEAR FEET.
4. ALL COMMERCIAL, MULTIFAMILY, AND SINGLE FAMILY FOR RENT DRIVEWAY LOCATIONS ARE FOR PRELIMINARY PURPOSES ONLY. FINAL DRIVEWAY LOCATIONS TO BE DETERMINED WITH THE CORRESPONDING FINAL PLAT AND CONSTRUCTION DOCUMENTS.

KEY MAP
NTS.



BENCHMARKS

1. **T.B.M. #1: "X" CUT**
   ELEVATION = 582.73'
2. **T.B.M. #2: "X" CUT**
   ELEVATION = 587.12'

KFM ENGINEERING & DESIGN
1301 S. MOPAC EXPY., SUITE 150
AUSTIN, TEXAS 78746
PHONE: (512) 628-8281
WWW.KFM-LLC.COM
TBPE #: F-20821

ISSUE:	DESCRIPTION:	DELTA:	DESCRIPTION:	DATE:

CLIENT
TAYLOR MEADOWS 712, LP

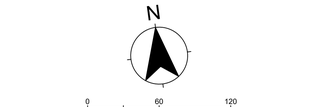
PROJECT
TAYLOR MEADOWS

SHEET TITLE
PRELIMINARY PLAT SEC. J, L & P

STATE OF TEXAS
BRIAN LANDRY
139447
LICENSED PROFESSIONAL ENGINEER
11/07/2024

PROJECT NUMBER: 020075008
DRAWN BY: TJH
DESIGNED BY: BL
CHECKED BY: MZ
DATE: 2023/09/12
SHEET:

p:\020075\008\cad\sheet\020075008_plat04.dwg-alundy-11/7/2024 9:46 AM



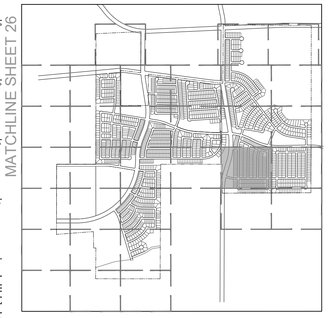
LEGEND

- SECTION LINE
- PROPERTY LINE
- RIGHT-OF-WAY LINE
- BOUNDARY CORNER
- MB — MAIL BOX CLUSTER
- VISIBILITY EASEMENT LINE

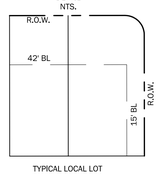
NOTES

1. ALL CURB RETURN RADII SHALL BE 25-FT UNLESS OTHERWISE STATED ON RADII LABEL.
2. ALL R.O.W. RADII SHALL BE 16.5-FT UNLESS OTHERWISE STATED ON RADII LABEL.
3. ALL CURVE LABLES SHOWING "L=" REPRESENT THE ARC LENGTH IN LINEAR FEET.
4. ALL COMMERCIAL, MULTIFAMILY, AND SINGLE FAMILY FOR RENT DRIVEWAY LOCATIONS ARE FOR PRELIMINARY PURPOSES ONLY. FINAL DRIVEWAY LOCATIONS TO BE DETERMINED WITH THE CORRESPONDING FINAL PLAT AND CONSTRUCTION DOCUMENTS.

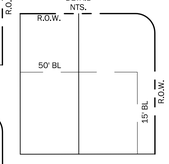
KEY MAP
NTS.



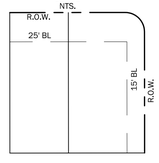
TYPICAL 136' ARTERIAL LOT BUILDING SETBACK DETAIL
NTS.



TYPICAL 120' ARTERIAL LOT BUILDING SETBACK DETAIL
NTS.



TYPICAL LOCAL LOT BUILDING SETBACK DETAIL
NTS.



BENCHMARKS

1. T.B.M. #1: "X" CUT
   ELEVATION = 582.73'
2. T.B.M. #2: "X" CUT
   ELEVATION = 587.12'

KFM
ENGINEERING & DESIGN
1301 S. MOPAC EXPY., SUITE 150
AUSTIN, TEXAS 78746
PHONE: (512) 628-8281
WWW.KFM-LLC.COM
TBPE #: F-20821

ISSUE:	DESCRIPTION:	DATE:
DELTA:	DESCRIPTION:	DATE:

CLIENT
TAYLOR MEADOWS 712, LP

PROJECT
TAYLOR MEADOWS

SHEET TITLE
PRELIMINARY PLAT SEC. L, P & Q

STATE OF TEXAS
BRIAN LANDRY
139447
LICENSED
PROFESSIONAL ENGINEER
11/07/2024

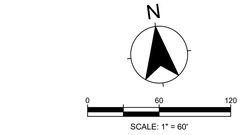
PROJECT NUMBER:
020075008

DRAWN BY:	DESIGNED BY:	CHECKED BY:
TJH	BL	MZ

DATE:
2023/09/12

SHEET:

p:\020075008\cad\sheets\020075008_plat05.dwg-alundy-11/7/2024 9:47 AM



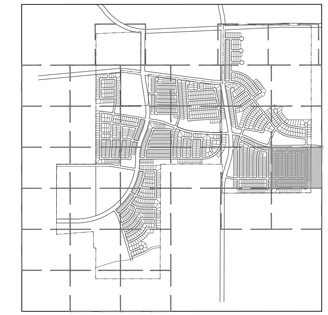
LEGEND

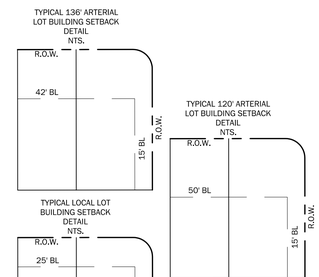
- SECTION LINE
- PROPERTY LINE
- RIGHT-OF-WAY LINE
- BOUNDARY CORNER
- MB MAIL BOX CLUSTER
- VISIBILITY EASEMENT LINE

NOTES

1. ALL CURB RETURN RADII SHALL BE 25-FT UNLESS OTHERWISE STATED ON RADII LABEL.
2. ALL R.O.W. RADII SHALL BE 16.5-FT UNLESS OTHERWISE STATED ON RADII LABEL.
3. ALL CURVE LABLES SHOWING "L=" REPRESENT THE ARC LENGTH IN LINEAR FEET.
4. ALL COMMERCIAL, MULTIFAMILY, AND SINGLE FAMILY FOR RENT DRIVEWAY LOCATIONS ARE FOR PRELIMINARY PURPOSES ONLY. FINAL DRIVEWAY LOCATIONS TO BE DETERMINED WITH THE CORRESPONDING FINAL PLAT AND CONSTRUCTION DOCUMENTS.

KEY MAP
NTS.





BENCHMARKS

1. **T.B.M. #1: "X" CUT**

   ELEVATION = 582.73'

2. **T.B.M. #2: "X" CUT**

   ELEVATION = 587.12'

KFM
ENGINEERING & DESIGN
1301 S. MOPAC EXPY., SUITE 150
AUSTIN, TEXAS 78746
PHONE: (512) 628-8281
WWW.KFM-LLC.COM
TBPE #: F-20821

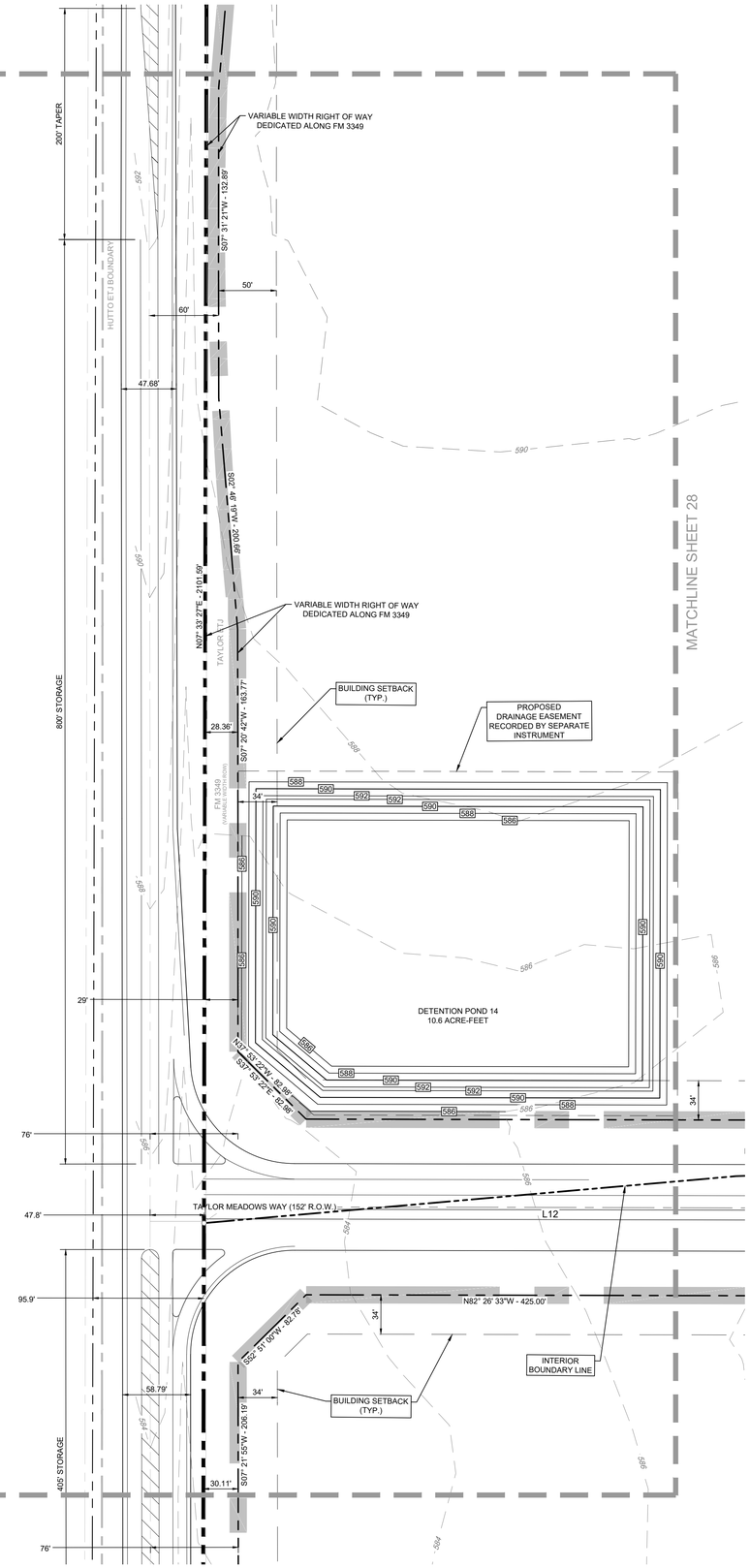
ISSUE:	DESCRIPTION:	DELTA:	DATE:

INST. NO. 2021-187894
O.P.R.W.C.T.

MATCHLINE SHEET 21

MATCHLINE SHEET 28

MATCHLINE SHEET 32



N

0 60 120

SCALE: 1" = 60'

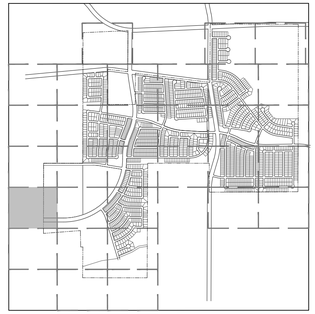
LEGEND

- SECTION LINE
- PROPERTY LINE
- RIGHT-OF-WAY LINE
- BOUNDARY CORNER
- MB — MAIL BOX CLUSTER
- VISIBILITY EASEMENT LINE

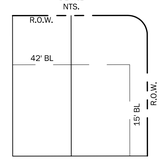
NOTES

1. ALL CURB RETURN RADII SHALL BE 25-FT UNLESS OTHERWISE STATED ON RADII LABEL.
2. ALL R.O.W. RADII SHALL BE 16.5-FT UNLESS OTHERWISE STATED ON RADII LABEL.
3. ALL CURVE LABLES SHOWING "L=" REPRESENT THE ARC LENGTH IN LINEAR FEET.
4. ALL COMMERCIAL, MULTIFAMILY, AND SINGLE FAMILY FOR RENT DRIVEWAY LOCATIONS ARE FOR PRELIMINARY PURPOSES ONLY. FINAL DRIVEWAY LOCATIONS TO BE DETERMINED WITH THE CORRESPONDING FINAL PLAT AND CONSTRUCTION DOCUMENTS.

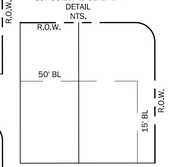
KEY MAP
NTS.



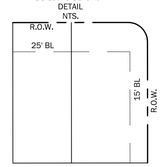
TYPICAL 136' ARTERIAL
LOT BUILDING SETBACK
DETAIL
NTS.



TYPICAL 120' ARTERIAL
LOT BUILDING SETBACK
DETAIL
NTS.



TYPICAL LOCAL LOT
BUILDING SETBACK
DETAIL
NTS.



BENCHMARKS

1. **T.B.M. #1: "X" CUT**
   ELEVATION = 582.73'
2. **T.B.M. #2: "X" CUT**
   ELEVATION = 587.12'

KFM
ENGINEERING & DESIGN
1301 S. MOPAC EXPY., SUITE 150
AUSTIN, TEXAS 78746
PHONE: (512) 628-8281
WWW.KFM-LLC.COM
TBPE #: F-20821

ISSUE:	DESCRIPTION:	DATE:

	DESCRIPTION:	DATE:
DELTA:		

CLIENT
TAYLOR MEADOWS 712, LP

PROJECT
TAYLOR MEADOWS

SHEET TITLE
PRELIMINARY PLAT SEC. A

STATE OF TEXAS
BRIAN LANDRY
139447
LICENSED
PROFESSIONAL ENGINEER
11/07/2024

PROJECT NUMBER:
020075008

DRAWN BY:	DESIGNED BY:	CHECKED BY:
TJH	BL	MZ

DATE:
2023/09/12

SHEET:

p:\020075\008\cad\sheets\020075008_plat05.dwg-alundy-11/7/2024 9:47 AM

MATCHLINE SHEET 22

MATCHLINE SHEET 27

MATCHLINE SHEET 29

MATCHLINE SHEET 33

APPROXIMATE SURVEY/ABSTRACT LINE

S07° 20' 30"W - 1571.52'

SEC. A

42.11 ACRES

MIXED USE

1

SEC. E

27.14 ACRES

1

SINGLE FAMILY FOR RENT

SEC. B

35.08 ACRES

1

SINGLE FAMILY FOR RENT

PROPOSED DRAINAGE EASEMENT RECORDED BY SEPARATE INSTRUMENT

DETENTION POND 13
7.5 ACRE FEET

INTERIOR BOUNDARY LINE

BUILDING SETBACK (TYP.)

DRIVEWAY

TAYLOR MEADOWS WAY (R.O.W. VARIES)

TAYLOR MEADOWS WAY (129' R.O.W.)

LOVELACE RD. (80' R.O.W.)

BAYES ST. (60' R.O.W.)

L=1860.3'
R=1770.0'

L=477.7'
R=1770.0'

S74° 46' 57"W - 217.77'

N82° 26' 33"W - 425.00'

N78° 58' 52"W - 200.91'

N84° 26' 34"W - 519.83'

L=24.9'

L=112.5'
R=780.0'

L=28.8'

L=23.0'

L=26.1'

L=16.6'

L=22.2'

L=21.9'

L=42.5'

L=40.0'

L=40.0'
R=1915.0'

L=40.0'
R=2685.9'

L=40.0'
R=2915.0'

L=40.0'
R=8890.0'

L=40.0'
R=8890.0'

N38° 12' 18"W - 120.00'

N35° 48' 41"W - 120.00'

N32° 36' 52"W - 120.00'

N31° 29' 04"W - 120.00'

N23° 14' 18"W - 120.00'

N22° 44' 05"W - 124.89'

N09° 15' 19"W - 100.12'

N00° 44' 15"W - 25.29'

L71

L68

L451

L452

L

MB

16 OS/LS

20 OS/LS

1

2

3

4

8

90'

50'

34'

25'

81'

100'

588

590

592

594

596

598

600

602

604

606

608

610

30' WIDE INGRESS & EGRESS EASEMENT DOC. NO. 2020085054 O.P.R.W.C.T.

N

0 60 120

SCALE: 1" = 60'

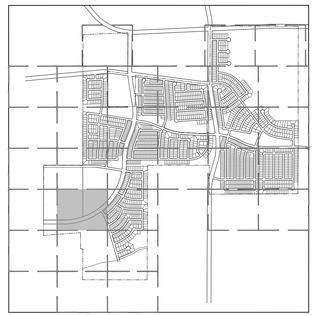
LEGEND

- SECTION LINE
- PROPERTY LINE
- RIGHT-OF-WAY LINE
- BOUNDARY CORNER
- MB — MAIL BOX CLUSTER
- VISIBILITY EASEMENT LINE

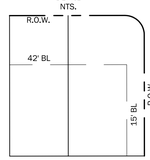
NOTES

1. ALL CURB RETURN RADII SHALL BE 25-FT UNLESS OTHERWISE STATED ON RADII LABEL.
2. ALL R.O.W. RADII SHALL BE 16.5-FT UNLESS OTHERWISE STATED ON RADII LABEL.
3. ALL CURVE LABLES SHOWING "L=" REPRESENT THE ARC LENGTH IN LINEAR FEET.
4. ALL COMMERCIAL, MULTIFAMILY, AND SINGLE FAMILY FOR RENT DRIVEWAY LOCATIONS ARE FOR PRELIMINARY PURPOSES ONLY. FINAL DRIVEWAY LOCATIONS TO BE DETERMINED WITH THE CORRESPONDING FINAL PLAT AND CONSTRUCTION DOCUMENTS.

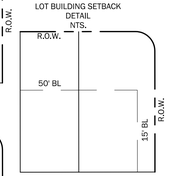
KEY MAP
NTS.



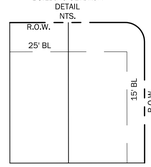
TYPICAL 136' ARTERIAL LOT BUILDING SETBACK DETAIL
NTS.



TYPICAL 120' ARTERIAL LOT BUILDING SETBACK DETAIL
NTS.



TYPICAL LOCAL LOT BUILDING SETBACK DETAIL
NTS.



BENCHMARKS

1. **T.B.M. #1: "X" CUT**

   ELEVATION = 582.73'

2. **T.B.M. #2: "X" CUT**

   ELEVATION = 587.12'

KFM ENGINEERING & DESIGN
1301 S. MOPAC EXPY., SUITE 150
AUSTIN, TEXAS 78746
PHONE: (512) 628-8281
WWW.KFM-LLC.COM
TBPE #: F-20821

ISSUE:	DESCRIPTION:	DELTA:	DATE:

ISSUE:	DESCRIPTION:	DATE:

CLIENT
TAYLOR MEADOWS 712, LP

PROJECT
TAYLOR MEADOWS

SHEET TITLE
PRELIMINARY PLAT SEC. A, B, D & E

STATE OF TEXAS
BRIAN LANDRY
139447
LICENSED PROFESSIONAL ENGINEER
11/07/2024

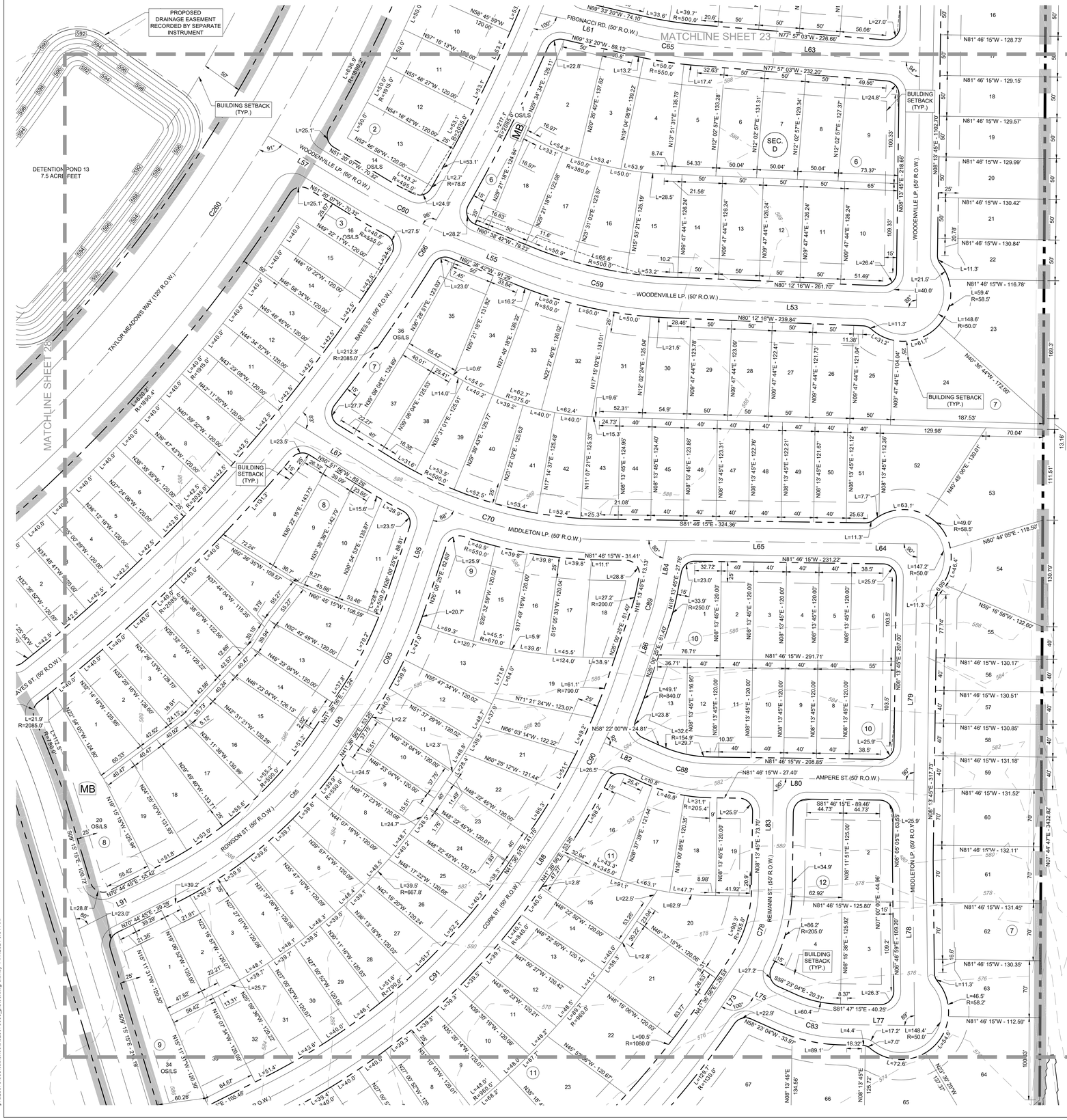
PROJECT NUMBER:
020075008

DRAWN BY:	DESIGNED BY:	CHECKED BY:
TJH	BL	MZ

DATE:
2023/09/12

SHEET:

p:\020075008\civil\sheets\020075008_plat05.dwg-alundy-11/7/2024 9:47 AM



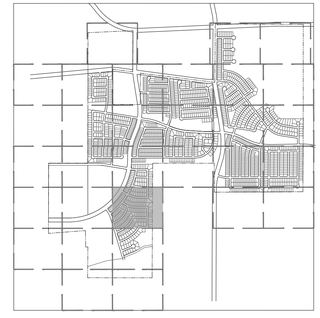
LEGEND

- SECTION LINE
- PROPERTY LINE
- RIGHT-OF-WAY LINE
- BOUNDARY CORNER
- MB — MAIL BOX CLUSTER
- VISIBILITY EASEMENT LINE

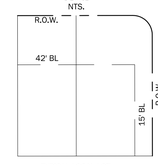
NOTES

1. ALL CURB RETURN RADII SHALL BE 25-FT UNLESS OTHERWISE STATED ON RADII LABEL.
2. ALL R.O.W. RADII SHALL BE 16.5-FT UNLESS OTHERWISE STATED ON RADII LABEL.
3. ALL CURVE LABLES SHOWING "L=" REPRESENT THE ARC LENGTH IN LINEAR FEET.
4. ALL COMMERCIAL, MULTIFAMILY, AND SINGLE FAMILY FOR RENT DRIVEWAY LOCATIONS ARE FOR PRELIMINARY PURPOSES ONLY. FINAL DRIVEWAY LOCATIONS TO BE DETERMINED WITH THE CORRESPONDING FINAL PLAT AND CONSTRUCTION DOCUMENTS.

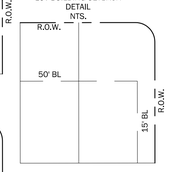
KEY MAP
NTS.



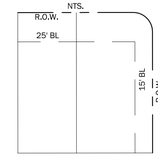
TYPICAL 136' ARTERIAL LOT BUILDING SETBACK DETAIL
NTS.



TYPICAL 120' ARTERIAL LOT BUILDING SETBACK DETAIL
NTS.



TYPICAL LOCAL LOT BUILDING SETBACK DETAIL
NTS.

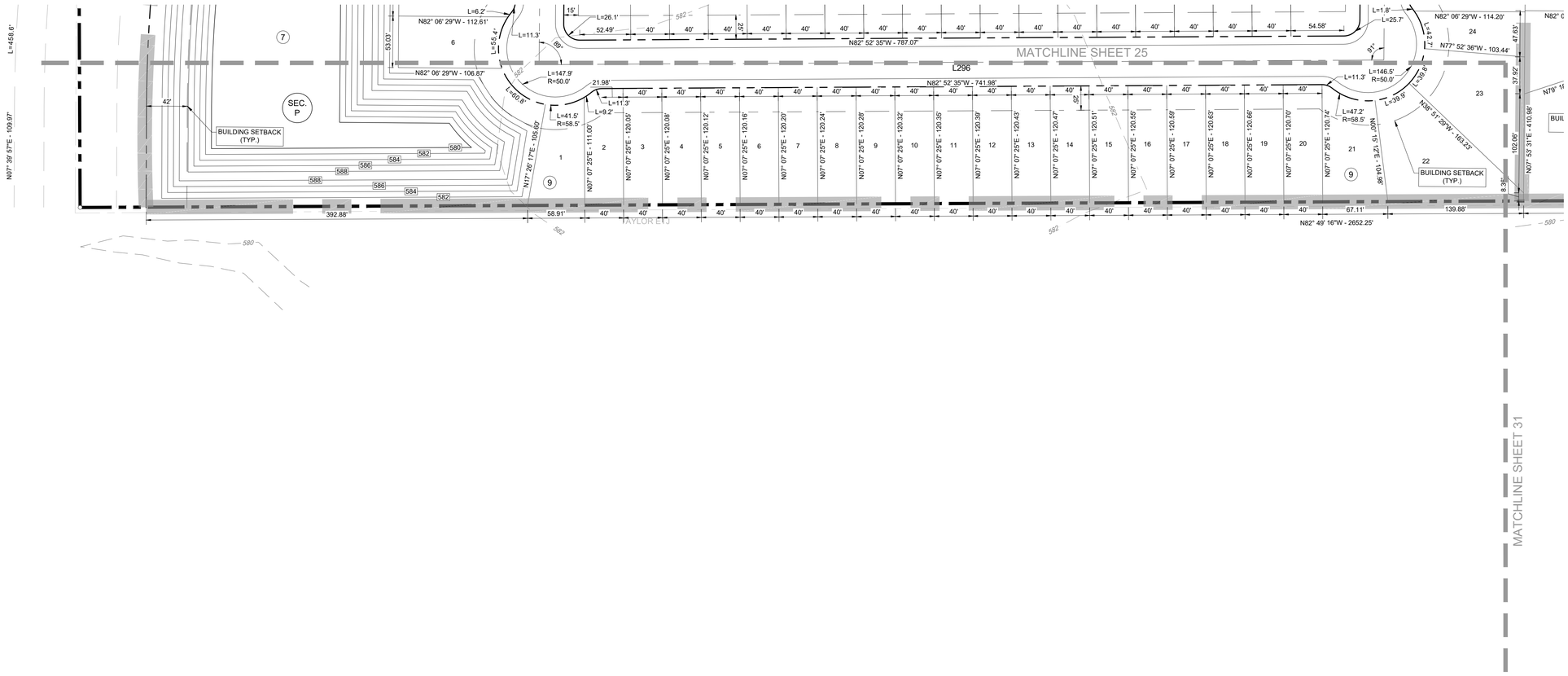


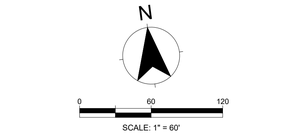
BENCHMARKS

1. T.B.M. #1: "X" CUT
   ELEVATION = 582.73'
2. T.B.M. #2: "X" CUT
   ELEVATION = 587.12'

KFM
ENGINEERING & DESIGN
1301 S. MOPAC EXPY., SUITE 150
AUSTIN, TEXAS 78746
PHONE: (512) 628-8281
WWW.KFM-LLC.COM
TBPE #: F-20821

ISSUE:	DESCRIPTION:	DELTA:	DATE:





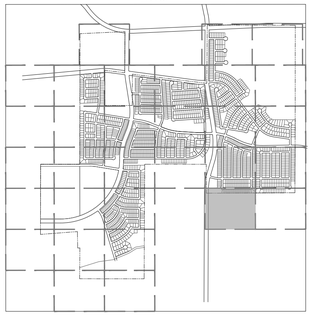
LEGEND

- SECTION LINE
- PROPERTY LINE
- RIGHT-OF-WAY LINE
- BOUNDARY CORNER
- MB — MAIL BOX CLUSTER
- VISIBILITY EASEMENT LINE

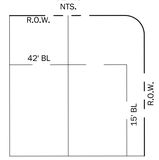
NOTES

1. ALL CURB RETURN RADII SHALL BE 25-FT UNLESS OTHERWISE STATED ON RADII LABEL.
2. ALL R.O.W. RADII SHALL BE 16.5-FT UNLESS OTHERWISE STATED ON RADII LABEL.
3. ALL CURVE LABLES SHOWING "L=" REPRESENT THE ARC LENGTH IN LINEAR FEET.
4. ALL COMMERCIAL, MULTIFAMILY, AND SINGLE FAMILY FOR RENT DRIVEWAY LOCATIONS ARE FOR PRELIMINARY PURPOSES ONLY. FINAL DRIVEWAY LOCATIONS TO BE DETERMINED WITH THE CORRESPONDING FINAL PLAT AND CONSTRUCTION DOCUMENTS.

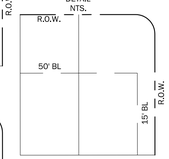
KEY MAP
NTS.



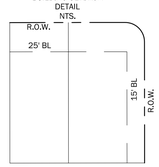
TYPICAL 136' ARTERIAL LOT BUILDING SETBACK DETAIL
NTS.



TYPICAL 120' ARTERIAL LOT BUILDING SETBACK DETAIL
NTS.



TYPICAL LOCAL LOT BUILDING SETBACK DETAIL
NTS.



BENCHMARKS

1. T.B.M. #1: "X" CUT

ELEVATION = 582.73'

2. T.B.M. #2: "X" CUT

ELEVATION = 587.12'

KFM
ENGINEERING & DESIGN
1301 S. MOPAC EXPY., SUITE 150
AUSTIN, TEXAS 78746
PHONE: (512) 628-8281
WWW.KFM-LLC.COM
TBPE #: F-20821

DATE:
DESCRIPTION:
DELTA:

DATE:
DESCRIPTION:
ISSUE:

CLIENT
TAYLOR MEADOWS 712, LP

PROJECT
TAYLOR MEADOWS

SHEET TITLE
PRELIMINARY PLAT SEC. P

STATE OF TEXAS
BRIAN LANDRY
139447
LICENSED
PROFESSIONAL ENGINEER
11/07/2024

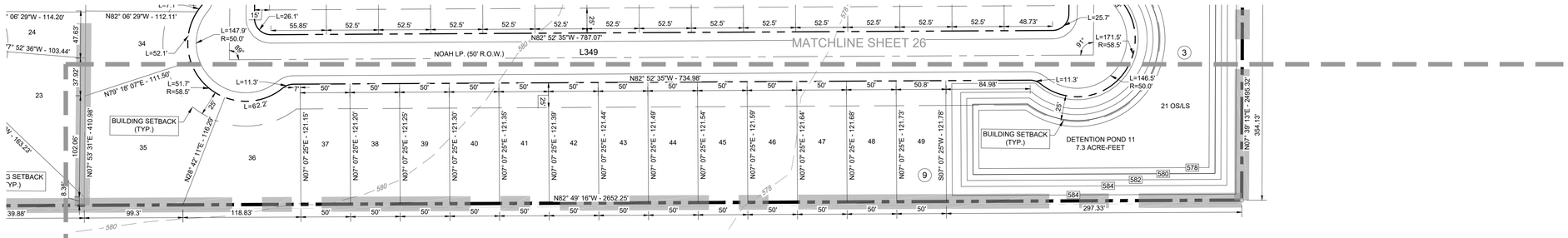
PROJECT NUMBER:
020075008

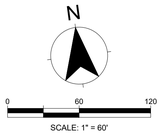
DRAWN BY: TJH
DESIGNED BY: BL
CHECKED BY: MZ

DATE:
2023/09/12

SHEET:

p:\020075008\cad\sheets\020075008_plat06.dwg-alundy-11/7/2024 9:51 AM





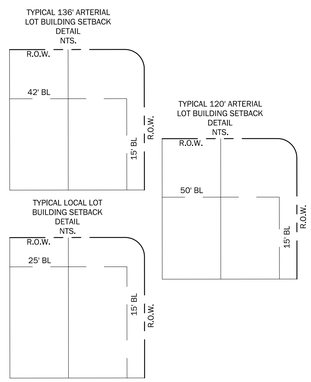
LEGEND

- SECTION LINE
- PROPERTY LINE
- RIGHT-OF-WAY LINE
- BOUNDARY CORNER
- MB — MAIL BOX CLUSTER
- VISIBILITY EASEMENT LINE

NOTES

1. ALL CURB RETURN RADII SHALL BE 25-FT UNLESS OTHERWISE STATED ON RADII LABEL.
2. ALL R.O.W. RADII SHALL BE 16.5-FT UNLESS OTHERWISE STATED ON RADII LABEL.
3. ALL CURVE LABLES SHOWING "L=" REPRESENT THE ARC LENGTH IN LINEAR FEET.
4. ALL COMMERCIAL, MULTIFAMILY, AND SINGLE FAMILY FOR RENT DRIVEWAY LOCATIONS ARE FOR PRELIMINARY PURPOSES ONLY. FINAL DRIVEWAY LOCATIONS TO BE DETERMINED WITH THE CORRESPONDING FINAL PLAT AND CONSTRUCTION DOCUMENTS.

KEY MAP
NTS.



BENCHMARKS

1. T.B.M. #1: "X" CUT

ELEVATION = 582.73'

2. T.B.M. #2: "X" CUT

ELEVATION = 587.12'

KFM
ENGINEERING & DESIGN
1301 S. MOPAC EXPY., SUITE 150
AUSTIN, TEXAS 78746
PHONE: (512) 628-8281
WWW.KFM-LLC.COM
TBPE #: F-20821

DATE: | DESCRIPTION: | DELTA:

DATE: | DESCRIPTION: | ISSUE:

CLIENT
TAYLOR MEADOWS 712, LP

PROJECT
TAYLOR MEADOWS

SHEET TITLE
PRELIMINARY PLAT SEC. Q

STATE OF TEXAS
BRIAN LANDRY
139447
LICENSED
PROFESSIONAL ENGINEER
11/07/2024

PROJECT NUMBER: 020075008
DRAWN BY: TJH
DESIGNED BY: BL
CHECKED BY: MZ
DATE: 2023/09/12
SHEET:

p:\020075008\cad\sheets\020075008_plat06.dwg-alundy-11/7/2024 9:51 AM

MATCHLINE SHEET 27

MATCHLINE SHEET 33

SURVEY TIE FCM 1
N:10157730.7214'
E: 3191141.3174'

BRUCE M. JOHNS
CALLED 20.63 ACRES
INST. NO. 2002-074776
O.P.R.W.C.T.

HUTTO ETJ BOUNDARY

TAYLOR ETJ

FM 3349
(VARIABLE WIDTH ROW)

FM 3349
(VARIABLE WIDTH ROW)

N07° 33' 27"E - 210.59'

76'

45.4'

96.1'

34'

BUILDING SETBACK
(TYP.)

VARIABLE WIDTH RIGHT OF WAY
DEDICATED ALONG FM 3349

30.6'

N86° 55' 37"W - 1109.20'

OHE

584

586

582

ATLAS-14 FLOODPLAIN PER
STUDY BY KFM ENGINEERING &
DESIGN DATED
4/21/2023.

N

0 60 120

SCALE: 1" = 60'

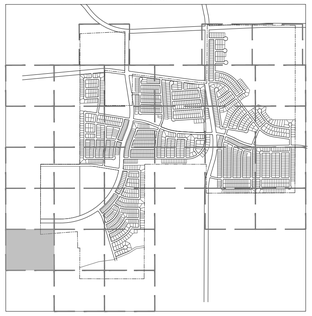
LEGEND

- SECTION LINE
- PROPERTY LINE
- RIGHT-OF-WAY LINE
- BOUNDARY CORNER
- MB — MAIL BOX CLUSTER
- VISIBILITY EASEMENT LINE

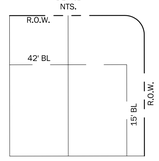
NOTES

1. ALL CURB RETURN RADII SHALL BE 25-FT UNLESS OTHERWISE STATED ON RADII LABEL.
2. ALL R.O.W. RADII SHALL BE 16.5-FT UNLESS OTHERWISE STATED ON RADII LABEL.
3. ALL CURVE LABLES SHOWING "L=" REPRESENT THE ARC LENGTH IN LINEAR FEET.
4. ALL COMMERCIAL, MULTIFAMILY, AND SINGLE FAMILY FOR RENT DRIVEWAY LOCATIONS ARE FOR PRELIMINARY PURPOSES ONLY. FINAL DRIVEWAY LOCATIONS TO BE DETERMINED WITH THE CORRESPONDING FINAL PLAT AND CONSTRUCTION DOCUMENTS.

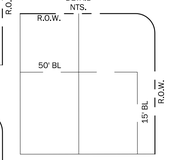
KEY MAP
NTS.



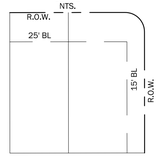
TYPICAL 136' ARTERIAL
LOT BUILDING SETBACK
DETAIL
NTS.



TYPICAL 120' ARTERIAL
LOT BUILDING SETBACK
DETAIL
NTS.



TYPICAL LOCAL LOT
BUILDING SETBACK
DETAIL
NTS.



BENCHMARKS

1. T.B.M. #1: "X" CUT
   ELEVATION = 582.73'
2. T.B.M. #2: "X" CUT
   ELEVATION = 587.12'

KFM
ENGINEERING & DESIGN
1301 S. MOPAC EXPY., SUITE 150
AUSTIN, TEXAS 78746
PHONE: (512) 628-8281
WWW.KFM-LLC.COM
TBPE #: F-20821

ISSUE:	DESCRIPTION:	DELTA:	DATE:

ISSUE:	DESCRIPTION:	DATE:

CLIENT
TAYLOR MEADOWS 712, LP

PROJECT
TAYLOR MEADOWS

SHEET TITLE
PRELIMINARY PLAT SEC. B

STATE OF TEXAS
BRIAN LANDRY
139447
LICENSED
PROFESSIONAL ENGINEER
Brian Landry
11/07/2024

PROJECT NUMBER:
020075008

DRAWN BY: TJH
DESIGNED BY: BL
CHECKED BY: MZ

DATE:
2023/09/12

SHEET:

p:\020075008\cad\sheets\020075008_plat06.dwg-alundy-11/7/2024 9:51 AM

MATCHLINE SHEET 28

MATCHLINE SHEET 32

MATCHLINE SHEET 34

MATCHLINE SHEET 35

N86° 55' 37"W - 1109.20'

N00° 20' 31"E - 492.15'

N83° 29' 03"W - 65.27'

N07° 54' 28"E - 920.31'

BRUCE M JOHNS
CALLED 20.62 ACRES
INST. NO. 2002-074776
O.P.R.W.C.T.

SEC. B
35.08 ACRES
1
SINGLE FAMILY FOR RENT

SEC. C
23.55 ACRES
1
MULTI-FAMILY

PROPOSED DRAINAGE EASEMENT RECORDED BY SEPARATE INSTRUMENT

DETENTION POND 15
11.5 ACRE-FEET

ATLAS-14 FLOODPLAIN PER STUDY BY KFM ENGINEERING & DESIGN DATED 4/21/2023.

ATLAS-14 FLOODPLAIN PER STUDY BY KFM ENGINEERING & DESIGN DATED 4/21/2023.

25

N

0 60 120

SCALE: 1" = 60'

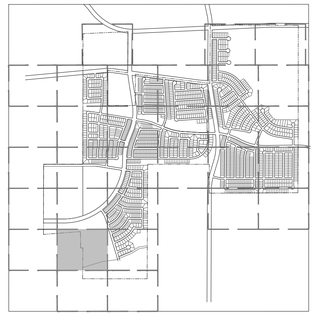
LEGEND

- SECTION LINE
- PROPERTY LINE
- RIGHT-OF-WAY LINE
- BOUNDARY CORNER
- MB — MAIL BOX CLUSTER
- VISIBILITY EASEMENT LINE

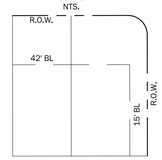
NOTES

1. ALL CURB RETURN RADII SHALL BE 25-FT UNLESS OTHERWISE STATED ON RADII LABEL.
2. ALL R.O.W. RADII SHALL BE 16.5-FT UNLESS OTHERWISE STATED ON RADII LABEL.
3. ALL CURVE LABLES SHOWING "L=" REPRESENT THE ARC LENGTH IN LINEAR FEET.
4. ALL COMMERCIAL, MULTIFAMILY, AND SINGLE FAMILY FOR RENT DRIVEWAY LOCATIONS ARE FOR PRELIMINARY PURPOSES ONLY. FINAL DRIVEWAY LOCATIONS TO BE DETERMINED WITH THE CORRESPONDING FINAL PLAT AND CONSTRUCTION DOCUMENTS.

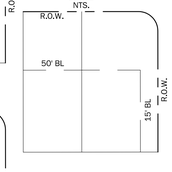
KEY MAP
NTS.



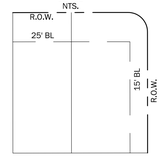
TYPICAL 136' ARTERIAL LOT BUILDING SETBACK DETAIL
NTS.



TYPICAL 120' ARTERIAL LOT BUILDING SETBACK DETAIL
NTS.



TYPICAL LOCAL LOT BUILDING SETBACK DETAIL
NTS.



BENCHMARKS

1. **T.B.M. #1: "X" CUT**
   ELEVATION = 582.73'
2. **T.B.M. #2: "X" CUT**
   ELEVATION = 587.12'

KFM ENGINEERING & DESIGN
1301 S. MOPAC EXPY., SUITE 150
AUSTIN, TEXAS 78746
PHONE: (512) 628-8281
WWW.KFM-LLC.COM
TBPE #: F-20821

ISSUE:	DESCRIPTION:	DELTA:	DATE:

ISSUE:	DESCRIPTION:	DATE:

CLIENT
TAYLOR MEADOWS 712, LP

PROJECT
TAYLOR MEADOWS

SHEET TITLE
PRELIMINARY PLAT SEC. B

STATE OF TEXAS
BRIAN LANDRY
139447
LICENSED
PROFESSIONAL ENGINEER
11/07/2024

PROJECT NUMBER:
020075008

DRAWN BY:	DESIGNED BY:	CHECKED BY:
TJH	BL	MZ

DATE:
2023/09/12

SHEET:

p:\020075008\cad\sheets\020075008_plat07.dwg-2freg- 11/7/2024 9:51 AM

MATCHLINE SHEET 29

MATCHLINE SHEET 33

MATCHLINE SHEET 36

REIMANN ST. (50' R.O.W.)

LOVEJACE RD. (60' R.O.W.)

CORK ST. (50' R.O.W.)

TEELING ST. (50' R.O.W.)

DRIVEWAY

BUILDING SETBACK (TYP.)

BUILDING SETBACK (TYP.)

DETENTION POND 05
19.4 ACRE-FEET

DETENTION POND 15
11.5 ACRE-FEET

DETENTION POND 06
6.0 ACRE-FEET

MULTI-FAMILY

SEC. C
23.55 ACRES

SEC. D

SEC. D

ATLAS-14 FLOODPLAIN PER STUDY BY KFM ENGINEERING & DESIGN DATED 4/21/2023.

ATLAS-14 FLOODPLAIN PER STUDY BY KFM ENGINEERING & DESIGN DATED 4/21/2023.

PROPOSED DRAINAGE EASEMENT RECORDED BY SEPARATE INSTRUMENT

PROPOSED DRAINAGE EASEMENT RECORDED BY SEPARATE INSTRUMENT

N

0 60 120

SCALE: 1" = 60'

LEGEND

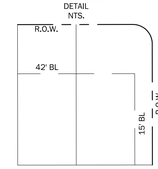
- SECTION LINE
- PROPERTY LINE
- RIGHT-OF-WAY LINE
- BOUNDARY CORNER
- MB — MAIL BOX CLUSTER
- VISIBILITY EASEMENT LINE

NOTES

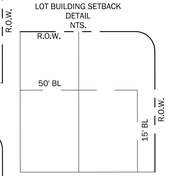
1. ALL CURB RETURN RADII SHALL BE 25-FT UNLESS OTHERWISE STATED ON RADII LABEL.
2. ALL R.O.W. RADII SHALL BE 16.5-FT UNLESS OTHERWISE STATED ON RADII LABEL.
3. ALL CURVE LABLES SHOWING "L=" REPRESENT THE ARC LENGTH IN LINEAR FEET.
4. ALL COMMERCIAL, MULTIFAMILY, AND SINGLE FAMILY FOR RENT DRIVEWAY LOCATIONS ARE FOR PRELIMINARY PURPOSES ONLY. FINAL DRIVEWAY LOCATIONS TO BE DETERMINED WITH THE CORRESPONDING FINAL PLAT AND CONSTRUCTION DOCUMENTS.

KEY MAP
NTS.

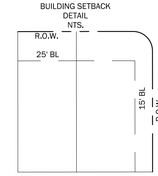
TYPICAL 136' ARTERIAL LOT BUILDING SETBACK DETAIL
NTS.



TYPICAL 120' ARTERIAL LOT BUILDING SETBACK DETAIL
NTS.



TYPICAL LOCAL LOT BUILDING SETBACK DETAIL
NTS.



BENCHMARKS

1. **T.B.M. #1: "X" CUT**
   ELEVATION = 582.73'
2. **T.B.M. #2: "X" CUT**
   ELEVATION = 587.12'

KFM
ENGINEERING & DESIGN
1301 S. MOPAC EXPY., SUITE 150
AUSTIN, TEXAS 78746
PHONE: (512) 628-8281
WWW.KFM-LLC.COM
TBPE #: F-20821

ISSUE:	DESCRIPTION:	DATE:
DELTA:	DESCRIPTION:	DATE:

CLIENT
TAYLOR MEADOWS 712, LP

PROJECT
TAYLOR MEADOWS

SHEET TITLE
PRELIMINARY PLAT SEC. B, C & D

STATE OF TEXAS
BRIAN LANDRY
139447
LICENSED PROFESSIONAL ENGINEER
Brian Landry
11/07/2024

PROJECT NUMBER:
020075008

DRAWN BY:	DESIGNED BY:	CHECKED BY:
TJH	BL	MZ

DATE:
2023/09/12

SHEET:

34 OF 59

p:\020075\008\cad\sheets\020075008_plat07.dwg-jtrego-11/7/2024 8:52 AM

MULTI-FAMILY

MATCHLINE SHEET 33

574

574

574

574

N07° 54' 28"E - 603.34'

SEC. C

23.55 ACRES

1

MULTI-FAMILY

ATLAS-14 FLOODPLAIN PER STUDY BY KFM ENGINEERING & DESIGN DATED 4/21/2023.

N82° 30' 32"W - 1932.56'

MATCHLINE SHEET 36

DANNA RENEE BOEHM
CALLED 41.201 ACRES
INST. NO. 2019-005559
O.P.R.W.C.T.

EMZY RAY BOEHM
CALLED 70.9 ACRES
FIRST TRACT
INST. NO. 2014-071541
O.P.R.W.C.T.

N

0 60 120

SCALE: 1" = 60'

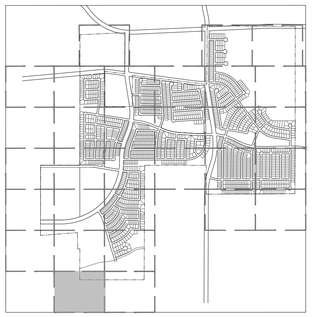
LEGEND

- SECTION LINE
- PROPERTY LINE
- RIGHT-OF-WAY LINE
- BOUNDARY CORNER
- MB — MAIL BOX CLUSTER
- VISIBILITY EASEMENT LINE

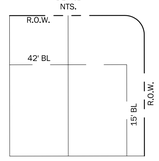
NOTES

1. ALL CURB RETURN RADII SHALL BE 25-FT UNLESS OTHERWISE STATED ON RADII LABEL.
2. ALL R.O.W. RADII SHALL BE 16.5-FT UNLESS OTHERWISE STATED ON RADII LABEL.
3. ALL CURVE LABLES SHOWING "L=" REPRESENT THE ARC LENGTH IN LINEAR FEET.
4. ALL COMMERCIAL, MULTIFAMILY, AND SINGLE FAMILY FOR RENT DRIVEWAY LOCATIONS ARE FOR PRELIMINARY PURPOSES ONLY. FINAL DRIVEWAY LOCATIONS TO BE DETERMINED WITH THE CORRESPONDING FINAL PLAT AND CONSTRUCTION DOCUMENTS.

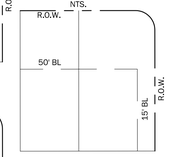
KEY MAP
NTS.



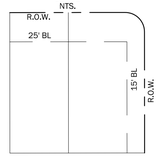
TYPICAL 136' ARTERIAL LOT BUILDING SETBACK DETAIL
NTS.



TYPICAL 120' ARTERIAL LOT BUILDING SETBACK DETAIL
NTS.



TYPICAL LOCAL LOT BUILDING SETBACK DETAIL
NTS.



BENCHMARKS

1. T.B.M. #1: "X" CUT

ELEVATION = 582.73'

2. T.B.M. #2: "X" CUT

ELEVATION = 587.12'

KFM
ENGINEERING & DESIGN
1301 S. MOPAC EXPY., SUITE 150
AUSTIN, TEXAS 78746
PHONE: (512) 628-8281
WWW.KFM-LLC.COM
TBPE #: F-20821

DATE:
DESCRIPTION:
DELTA:

DATE:
DESCRIPTION:
ISSUE:

CLIENT
TAYLOR MEADOWS 712, LP

PROJECT
TAYLOR MEADOWS

SHEET TITLE
PRELIMINARY PLAT SEC. C

STATE OF TEXAS
BRIAN LANDRY
139447
LICENSED
PROFESSIONAL ENGINEER
Brian Landry
11/07/2024

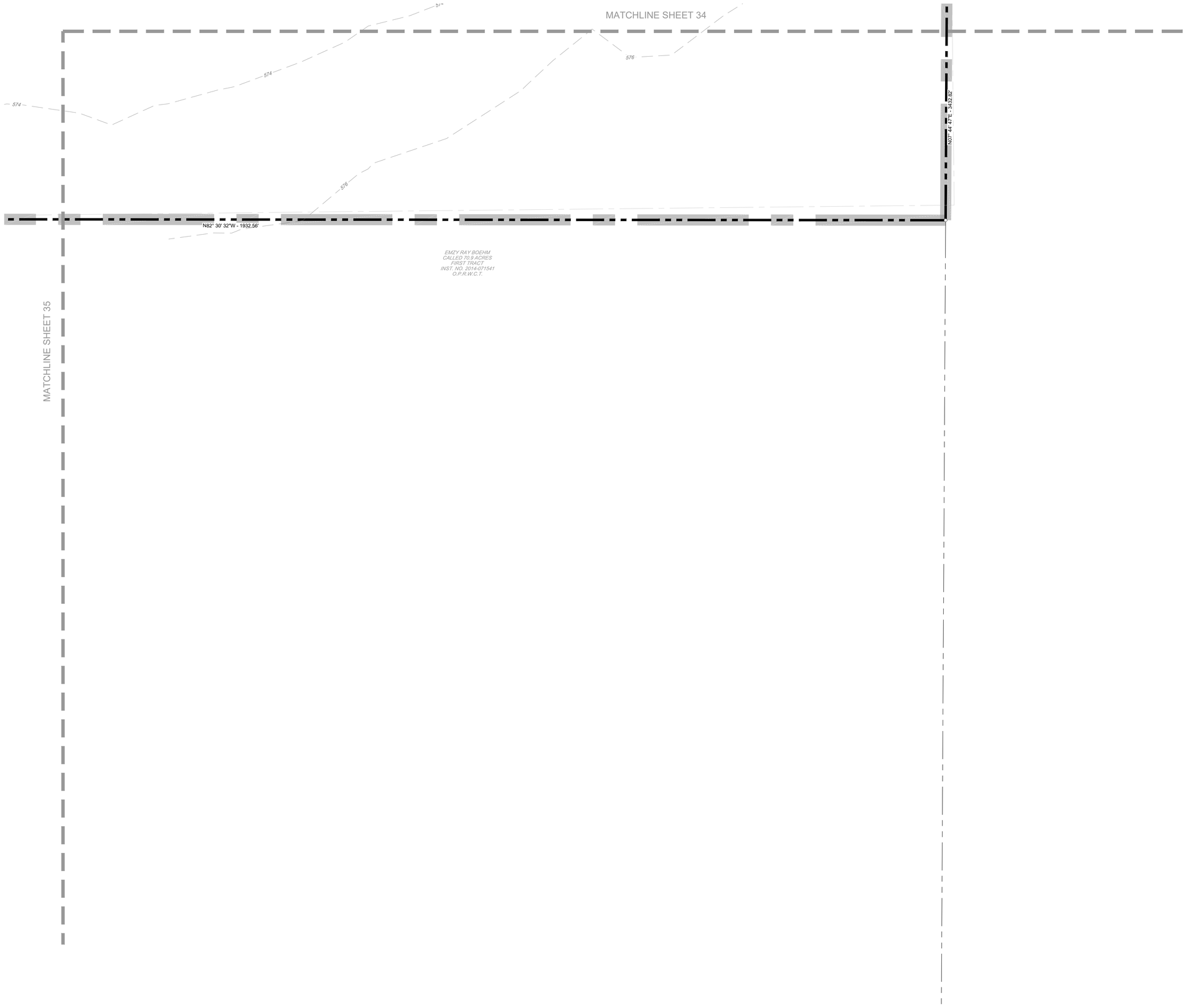
PROJECT NUMBER:
020075008

DRAWN BY: TJH
DESIGNED BY: BL
CHECKED BY: MZ

DATE:
2023/09/12

SHEET:

p:\020075008\cad\sheets\020075008_plat07.dwg-jtrego- 11/7/2024 9:52 AM



N

0 60 120

SCALE: 1" = 60'

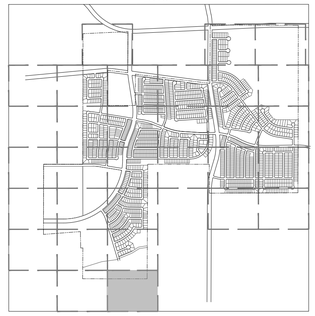
LEGEND

- SECTION LINE
- PROPERTY LINE
- RIGHT-OF-WAY LINE
- BOUNDARY CORNER
- MB — MAIL BOX CLUSTER
- VISIBILITY EASEMENT LINE

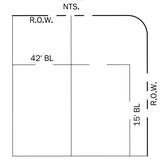
NOTES

1. ALL CURB RETURN RADII SHALL BE 25-FT UNLESS OTHERWISE STATED ON RADII LABEL.
2. ALL R.O.W. RADII SHALL BE 16.5-FT UNLESS OTHERWISE STATED ON RADII LABEL.
3. ALL CURVE LABLES SHOWING "L=" REPRESENT THE ARC LENGTH IN LINEAR FEET.
4. ALL COMMERCIAL, MULTIFAMILY, AND SINGLE FAMILY FOR RENT DRIVEWAY LOCATIONS ARE FOR PRELIMINARY PURPOSES ONLY. FINAL DRIVEWAY LOCATIONS TO BE DETERMINED WITH THE CORRESPONDING FINAL PLAT AND CONSTRUCTION DOCUMENTS.

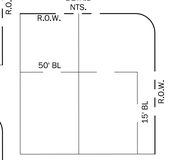
KEY MAP
NTS.



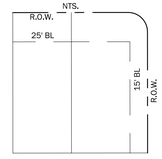
TYPICAL 136' ARTERIAL
LOT BUILDING SETBACK
DETAIL
NTS.



TYPICAL 120' ARTERIAL
LOT BUILDING SETBACK
DETAIL
NTS.



TYPICAL LOCAL LOT
BUILDING SETBACK
DETAIL
NTS.



BENCHMARKS

1. **T.B.M. #1: "X" CUT**

   ELEVATION = 582.73'

2. **T.B.M. #2: "X" CUT**

   ELEVATION = 587.12'

KFM
ENGINEERING & DESIGN
1301 S. MOPAC EXPY., SUITE 150
AUSTIN, TEXAS 78746
PHONE: (512) 628-8281
WWW.KFM-LLC.COM
TBPE #: F-20821

ISSUE:	DESCRIPTION:	DELTA:	DATE:

CLIENT
TAYLOR MEADOWS 712, LP

PROJECT
TAYLOR MEADOWS

SHEET TITLE
PRELIMINARY PLAT SEC. C

STATE OF TEXAS
BRIAN LANDRY
139447
LICENSED
PROFESSIONAL ENGINEER
Brian Landry
11/07/2024

PROJECT NUMBER:
020075008

DRAWN BY: TJH | DESIGNED BY: BL | CHECKED BY: MZ

DATE:
2023/09/12

SHEET:

p:\020075008\cad\sheets\020075008_plat07.dwg-jtrego- 11/7/2024 9:52 AM

ATLAS-14 FLOODPLAIN PER STUDY BY KFM ENGINEERING & DESIGN DATED 4/21/2023.

ZONE A 100-YEAR FEMA FLOODPLAIN (EFFECTIVE DATE: DEC. 20, 2019) PANEL #: 48491C0540F

BUILDING SETBACK (TYP.)

OS/LS

24" RCP STM LINE (TYP.)

8" SDR-26 PVC WW LINE (TYP.)

MAKER ST. (60' R.O.W.)

SEC. M

SEC. N
27.72 ACRES

MULTI-FAMILY

16" C-900 PVC WTR LINE (TYP.)

GAUSS RD. (200' R.O.W.)

N07° 55' 43"E - 1753.26'

36" RCP STM LINE (TYP.)

BEAM ST. (50' R.O.W.)

42" RCP STM LINE (TYP.)

RODIN ST. (50' R.O.W.)

PROPOSED DRAINAGE EASEMENT RECORDED BY SEPARATE INSTRUMENT

1 OS/LS

MATCHLINE SHEET 41

N

0 60 120

SCALE: 1" = 60'

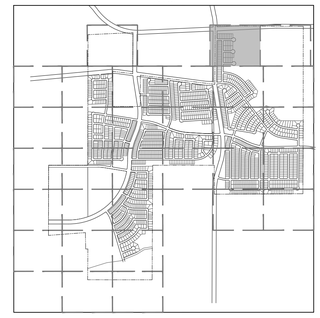
LEGEND

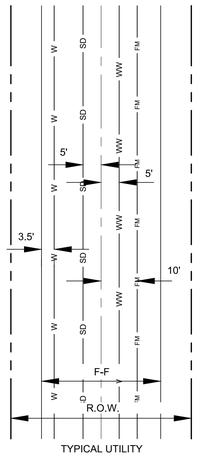
EXISTING	PROPOSED	
WW	WW	WASTEWATER LINE
		WASTEWATER MANHOLE
		FIRE HYDRANT
G	G	GAS LINE
OHW	OHW	OVERHEAD ELECTRIC
UE	UE	UNDERGROUND ELECTRIC
		POWER POLE
		STORM DRAIN MANHOLE
		STORM DRAIN HEADWALL
	WW X"	WASTEWATER LINE
	FM X"	WW FORCE MAIN
	W X"	WATER LINE
	SD X"	STORM DRAIN LINE
		SECTION LINE
		PROPERTY LINE
		RIGHT-OF-WAY LINE
		BOUNDARY CORNER
	MB	MAIL BOX CLUSTER
		VISIBILITY EASEMENT LINE

NOTES

1. REFERENCE SHEETS 7 THROUGH 26 FOR RIGHT-OF-WAY WIDTHS.
2. ALL COMMERCIAL, MULTIFAMILY, AND SINGLE FAMILY FOR RENT DRIVEWAY LOCATIONS ARE FOR PRELIMINARY PURPOSES ONLY. FINAL DRIVEWAY LOCATIONS TO BE DETERMINED WITH THE CORRESPONDING FINAL PLAT AND CONSTRUCTION DOCUMENTS.

KEY MAP
NTS.





TYPICAL UTILITY ASIGNMENT
NTS.

BENCHMARKS

1. T.B.M. #1: "X" CUT
   ELEVATION = 582.73'
2. T.B.M. #2: "X" CUT
   ELEVATION = 587.12'

KFM
ENGINEERING & DESIGN
1301 S. MOPAC EXPY., SUITE 150
AUSTIN, TEXAS 78746
PHONE: (512) 628-8281
WWW.KFM-LLC.COM
TBPE #: F-20821

ISSUE:	DESCRIPTION:	DATE:
	DESCRIPTION:	DATE:
	DELTA:	

CLIENT
TAYLOR MEADOWS 712, LP

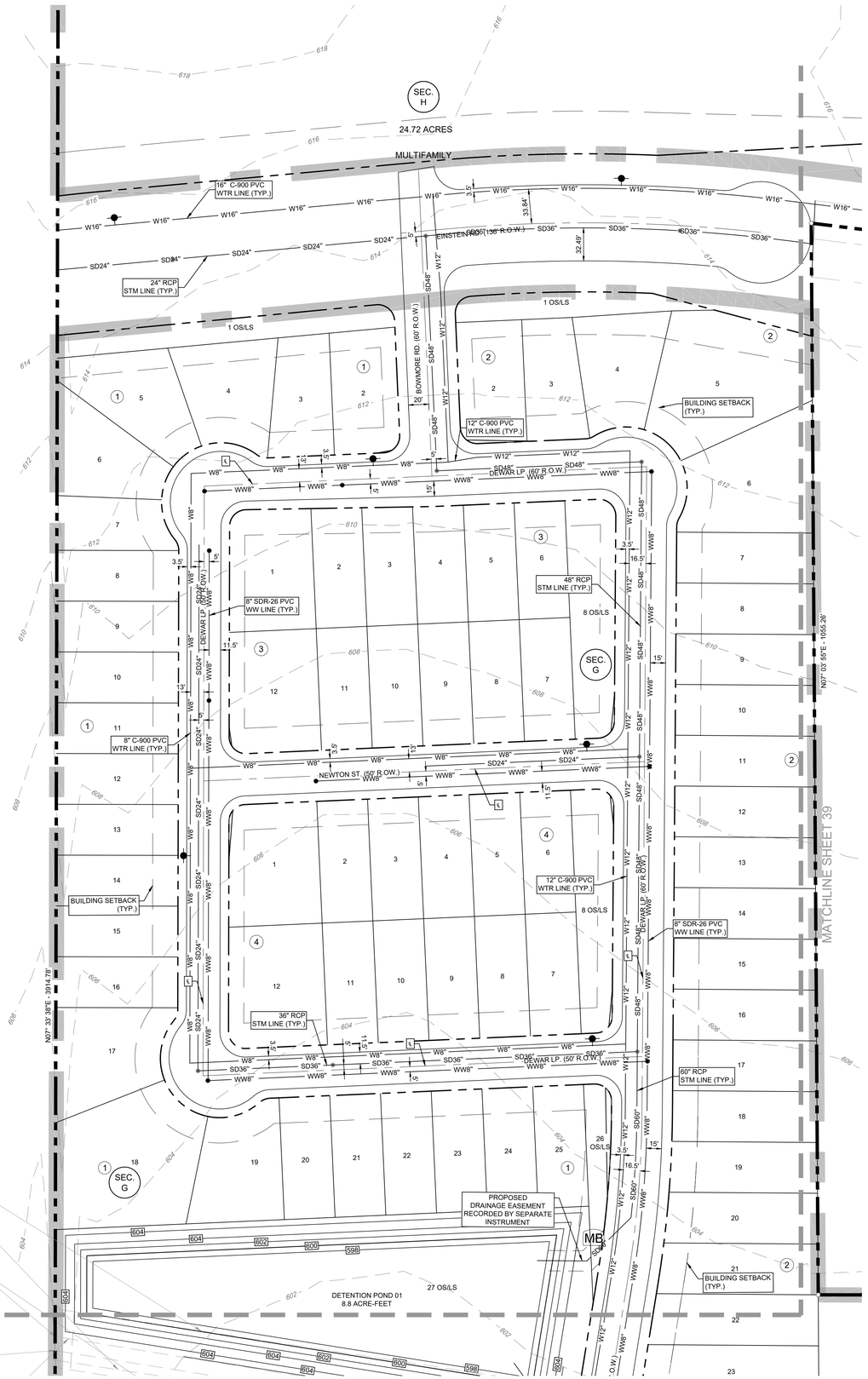
PROJECT
TAYLOR MEADOWS

SHEET TITLE
UTILITY PLAN SEC. M & N

STATE OF TEXAS
BRIAN LANDRY
139447
LICENSED
PROFESSIONAL
ENGINEER
Brian Landry
11/07/2024

PROJECT NUMBER: 020075008
DRAWN BY: TJH
DESIGNED BY: BL
CHECKED BY: MZ
DATE: 2023/09/12
SHEET:

p:\020075\008\cad\sheets\020075008_ut01.dwg-jmcdougall-11/7/2024 9:52 AM



N

0 60 120

SCALE: 1" = 60'

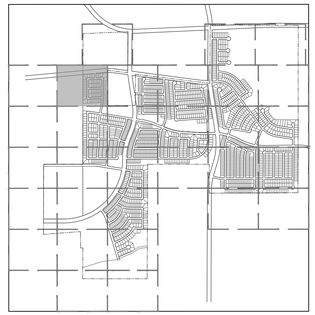
LEGEND

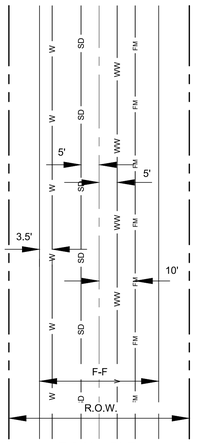
EXISTING	PROPOSED	
WW	WW	WASTEWATER LINE
		WASTEWATER MANHOLE
		FIRE HYDRANT
G	G	GAS LINE
OHW	OHW	OVERHEAD ELECTRIC
UE	UE	UNDERGROUND ELECTRIC
		POWER POLE
		STORM DRAIN MANHOLE
		STORM DRAIN HEADWALL
	WW X"	WASTEWATER LINE
	FM X"	WW FORCE MAIN
	W X"	WATER LINE
	SD X"	STORM DRAIN LINE
		SECTION LINE
		PROPERTY LINE
		RIGHT-OF-WAY LINE
		BOUNDARY CORNER
	MB	MAIL BOX CLUSTER
		VISIBILITY EASEMENT LINE

NOTES

1. REFERENCE SHEETS 7 THROUGH 26 FOR RIGHT-OF-WAY WIDTHS.
2. ALL COMMERCIAL, MULTIFAMILY, AND SINGLE FAMILY FOR RENT DRIVEWAY LOCATIONS ARE FOR PRELIMINARY PURPOSES ONLY. FINAL DRIVEWAY LOCATIONS TO BE DETERMINED WITH THE CORRESPONDING FINAL PLAT AND CONSTRUCTION DOCUMENTS.

KEY MAP
NTS.





TYPICAL UTILITY ASIGNMENT
NTS.

BENCHMARKS

1. **T.B.M. #1: "X" CUT**
   ELEVATION = 582.73'
2. **T.B.M. #2: "X" CUT**
   ELEVATION = 587.12'

KFM
ENGINEERING & DESIGN
1301 S. MOPAC EXPY., SUITE 150
AUSTIN, TEXAS 78746
PHONE: (512) 628-8281
WWW.KFM-LLC.COM
TBPE #: F-20821

DATE:
DESCRIPTION:
DELTA:

DATE:
DESCRIPTION:
ISSUE:

CLIENT
TAYLOR MEADOWS 712, LP

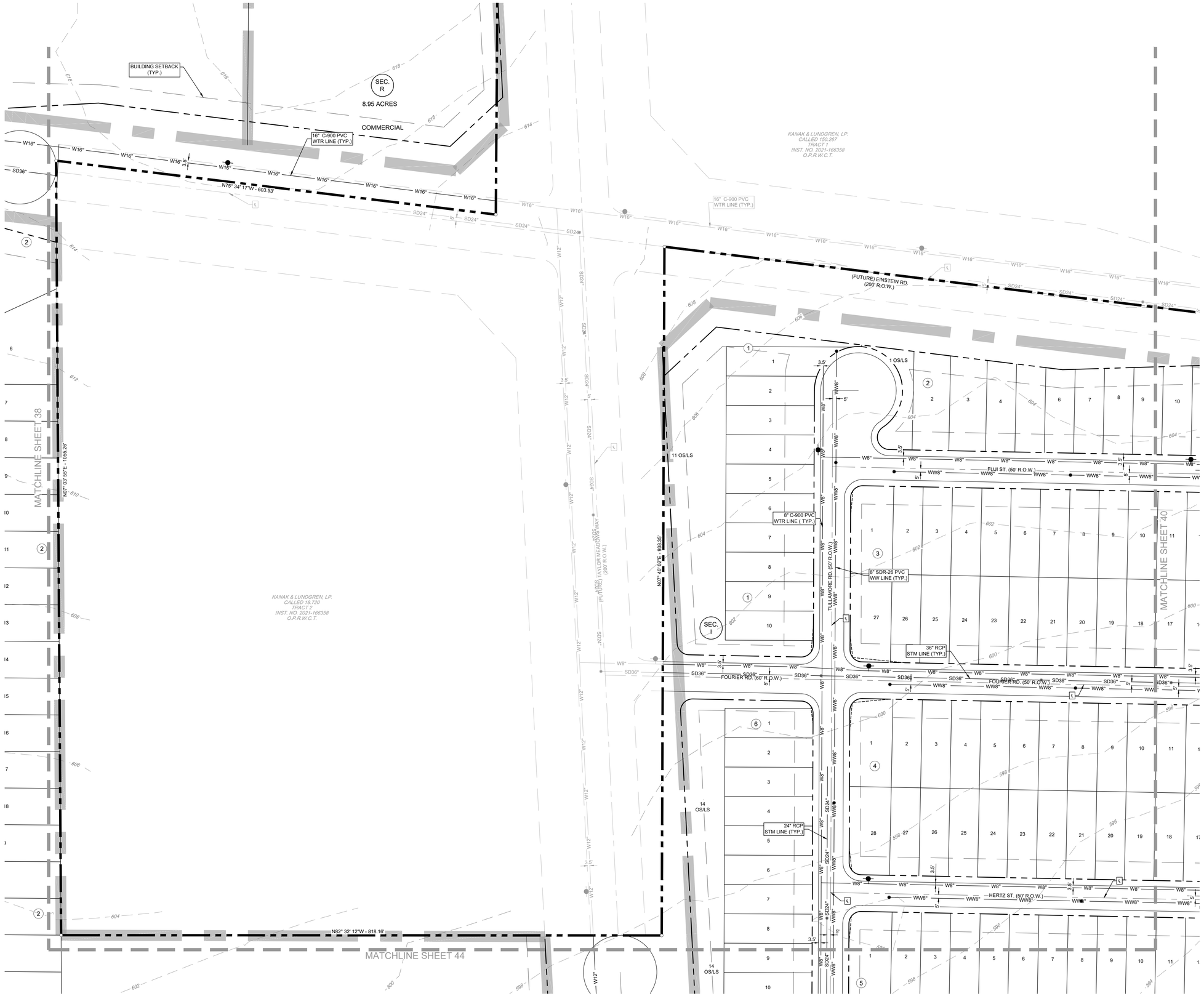
PROJECT
TAYLOR MEADOWS

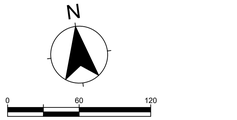
SHEET TITLE
UTILITY PLAN SEC. G

STATE OF TEXAS
BRIAN LANDRY
139447
LICENSED
PROFESSIONAL ENGINEER
11/07/2024

PROJECT NUMBER: 020075008
DRAWN BY: TJH
DESIGNED BY: BL
CHECKED BY: MZ
DATE: 2023/09/12
SHEET:

p:\020075008\cad\sheets\020075008_ut01.dwg jmcdougall-11/7/2024 10:17 AM





SCALE: 1" = 60'

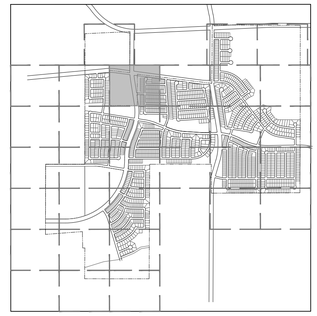
LEGEND

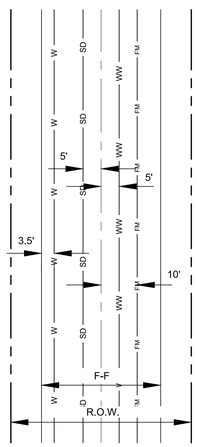
EXISTING	PROPOSED	
WW	WW	WASTEWATER LINE
		WASTEWATER MANHOLE
		FIRE HYDRANT
G	G	GAS LINE
OHW	OHW	OVERHEAD ELECTRIC
UE	UE	UNDERGROUND ELECTRIC
		POWER POLE
		STORM DRAIN MANHOLE
		STORM DRAIN HEADWALL
	WW X"	WASTEWATER LINE
	FM X"	WW FORCE MAIN
	W X"	WATER LINE
	SD X"	STORM DRAIN LINE
		SECTION LINE
		PROPERTY LINE
		RIGHT-OF-WAY LINE
		BOUNDARY CORNER
	MB	MAIL BOX CLUSTER
		VISIBILITY EASEMENT LINE

NOTES

1. REFERENCE SHEETS 7 THROUGH 26 FOR RIGHT-OF-WAY WIDTHS.
2. ALL COMMERCIAL, MULTIFAMILY, AND SINGLE FAMILY FOR RENT DRIVEWAY LOCATIONS ARE FOR PRELIMINARY PURPOSES ONLY. FINAL DRIVEWAY LOCATIONS TO BE DETERMINED WITH THE CORRESPONDING FINAL PLAT AND CONSTRUCTION DOCUMENTS.

KEY MAP
NTS.





TYPICAL UTILITY ASIGNMENT
NTS.

BENCHMARKS

1. T.B.M. #1: "X" CUT

ELEVATION = 582.73'

2. T.B.M. #2: "X" CUT

ELEVATION = 587.12'

KFM
ENGINEERING & DESIGN
1301 S. MOPAC EXPY., SUITE 150
AUSTIN, TEXAS 78746
PHONE: (512) 628-8281
WWW.KFM-LLC.COM
TBPE #: F-20821

DATE:
DESCRIPTION:
DELTA:

DATE:
DESCRIPTION:
ISSUE:

CLIENT
TAYLOR MEADOWS 712, LP

PROJECT
TAYLOR MEADOWS

SHEET TITLE
UTILITY PLAN SEC. G, H & I

STATE OF TEXAS
BRIAN LANDRY
139447
LICENSED
PROFESSIONAL ENGINEER
11/07/2024

PROJECT NUMBER:
020075008

DRAWN BY:	DESIGNED BY:	CHECKED BY:
TJH	BL	MZ

DATE:
2023/09/12

SHEET:

39 OF 59

p:\020075\008\cad\sheets\020075008_utl02.dwg jmcdougall-11/7/2024 9:52 AM

MATCHLINE SHEET 39

MATCHLINE SHEET 41

MATCHLINE SHEET 45

KANAK & LUNDGREN, LP.
CALLED 150.267
TRACT 1
INST. NO. 2021-166358
O.P.R.W.C.T.

16" C-900 PVC WTR LINE (TYP.)

12" C-900 PVC WTR LINE (TYP.)

N75° 32' 34"W - 2246.74'

EINSTEIN RD. (136' R.O.W.)

CROW RD. (60' R.O.W.)

FUJI ST. (50' R.O.W.)

PROOF ST. (60' R.O.W.)

MEADE LP. (50' R.O.W.)

GRAIN STORE LP. (50' R.O.W.)

FOURIER RD. (50' R.O.W.)

HERTZ ST. (50' R.O.W.)

8" C-900 PVC WTR LINE (TYP.)

8" SDR-26 PVC WW LINE (TYP.)

24" RCP STM LINE (TYP.)

36" RCP STM LINE (TYP.)

48" RCP STM LINE (TYP.)

BUILDING SETBACK (TYP.)

SEC. I

SEC. K

1 OS/LS

2 OS/LS

13 OS/LS

14 OS/LS

17 OS/LS

23 OS/LS

52 OS/LS

MB

p:\020075\000\civil\sheets\020075008_ut02.dwg jmcdougall 11/7/2024 9:53 AM

N

0 60 120

SCALE: 1" = 60'

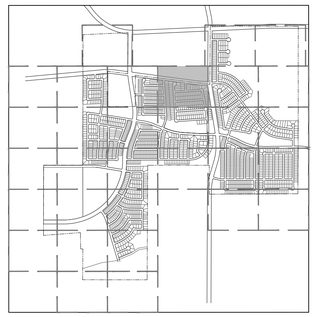
LEGEND

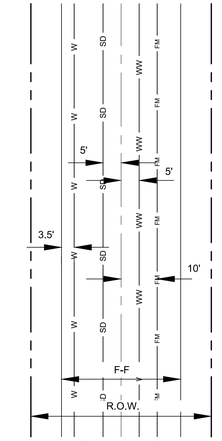
EXISTING	PROPOSED	
WW	WW	WASTEWATER LINE
		WASTEWATER MANHOLE
		FIRE HYDRANT
G	G	GAS LINE
OHW	OHW	OVERHEAD ELECTRIC
UE	UE	UNDERGROUND ELECTRIC
		POWER POLE
		STORM DRAIN MANHOLE
		STORM DRAIN HEADWALL
	WW X"	WASTEWATER LINE
	FM X"	WW FORCE MAIN
	W X"	WATER LINE
	SD X"	STORM DRAIN LINE
		SECTION LINE
		PROPERTY LINE
		RIGHT-OF-WAY LINE
		BOUNDARY CORNER
	MB	MAIL BOX CLUSTER
		VISIBILITY EASEMENT LINE

NOTES

1. REFERENCE SHEETS 7 THROUGH 26 FOR RIGHT-OF-WAY WIDTHS.
2. ALL COMMERCIAL, MULTIFAMILY, AND SINGLE FAMILY FOR RENT DRIVEWAY LOCATIONS ARE FOR PRELIMINARY PURPOSES ONLY. FINAL DRIVEWAY LOCATIONS TO BE DETERMINED WITH THE CORRESPONDING FINAL PLAT AND CONSTRUCTION DOCUMENTS.

KEY MAP
NTS.





TYPICAL UTILITY
ASIGNMENT
NTS.

BENCHMARKS

1. T.B.M. #1: "X" CUT

ELEVATION = 582.73'

2. T.B.M. #2: "X" CUT

ELEVATION = 587.12'

KFM
ENGINEERING & DESIGN
1301 S. MOPAC EXPY., SUITE 150
AUSTIN, TEXAS 78746
PHONE: (512) 628-8281
WWW.KFM-LLC.COM
TBPE #: F-20821

DATE:
DESCRIPTION:
DELTA:

DATE:
DESCRIPTION:
ISSUE:

CLIENT
TAYLOR MEADOWS 712, LP

PROJECT
TAYLOR MEADOWS

SHEET TITLE
UTILITY PLAN SEC. I & K

STATE OF TEXAS
BRIAN LANDRY
139447
LICENSED
PROFESSIONAL ENGINEER
11/07/2024

PROJECT NUMBER:
020075008

DRAWN BY: TJH
DESIGNED BY: BL
CHECKED BY: MZ

DATE:
2023/09/12

SHEET:

MATCHLINE SHEET 37

MATCHLINE SHEET 40

MATCHLINE SHEET 42

MATCHLINE SHEET 46

1 OS/LS — (5) DETENTION POND 08 13.4 ACRE-FEET

PROPOSED DRAINAGE EASEMENT RECORDED BY SEPARATE INSTRUMENT

36" RCP STM LINE (TYP.)

ZONE A 100-YEAR FEMA FLOODPLAIN (EFFECTIVE DATE: DEC. 20, 2019) PANEL #: 48491C0540F

ATLAS-14 FLOODPLAIN PER STUDY BY KFM ENGINEERING & DESIGN DATED 4/21/2023.

(7) 15 OS/LS

BUILDING SETBACK (TYP.)

BLANTON ST. (50' R.O.W.)

627.87'

(3) 24 OS/LS

12" SDR-26 PVC WW LINE (TYP.)

12" C-900 PVC WTR LINE (TYP.)

(8) SEC. M — MB — 33 OS/LS

16" C-900 PVC WTR LINE (TYP.)

GLASS RD. (200' R.O.W.)

WELLER ST. (60' R.O.W.)

RICH ST. (50' R.O.W.)

CRICKET ST. (60' R.O.W.)

8" SDR-26 PVC WW LINE (TYP.)

BUILDING SETBACK (TYP.)

24" RCP STM LINE (TYP.)

(9) SEC. M — 1 OS/LS

(2) SEC. K — 23 OS/LS

PROPOSED DRAINAGE EASEMENT RECORDED BY SEPARATE INSTRUMENT

ZONE A 100-YEAR FEMA FLOODPLAIN (EFFECTIVE DATE: DEC. 20, 2019) PANEL #: 48491C0540F

DETENTION POND 09 12.8 ACRE-FEET

48" RCP STM LINE (TYP.)

BUILDING SETBACK (TYP.)

(7) SEC. O — 15 OS/LS

(7) SEC. M — 15 OS/LS

ZONE A 100-YEAR FEMA FLOODPLAIN (EFFECTIVE DATE: DEC. 20, 2019) PANEL #: 48491C0540F

N

0 60 120

SCALE: 1" = 60'

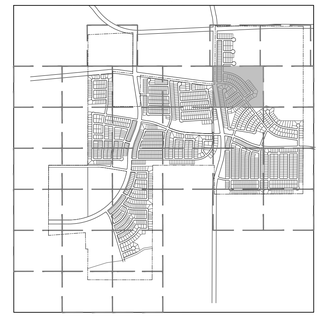
LEGEND

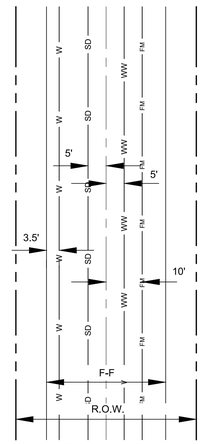
EXISTING	PROPOSED	
WW	WW	WASTEWATER LINE
		WASTEWATER MANHOLE
		FIRE HYDRANT
G	G	GAS LINE
OHW	OHW	OVERHEAD ELECTRIC
UE	UE	UNDERGROUND ELECTRIC
		POWER POLE
		STORM DRAIN MANHOLE
		STORM DRAIN HEADWALL
	WW X"	WASTEWATER LINE
	FM X"	WW FORCE MAIN
	W X"	WATER LINE
	SD X"	STORM DRAIN LINE
		SECTION LINE
		PROPERTY LINE
		RIGHT-OF-WAY LINE
		BOUNDARY CORNER
	MB	MAIL BOX CLUSTER
		VISIBILITY EASEMENT LINE

NOTES

1. REFERENCE SHEETS 7 THROUGH 26 FOR RIGHT-OF-WAY WIDTHS.
2. ALL COMMERCIAL, MULTIFAMILY, AND SINGLE FAMILY FOR RENT DRIVEWAY LOCATIONS ARE FOR PRELIMINARY PURPOSES ONLY. FINAL DRIVEWAY LOCATIONS TO BE DETERMINED WITH THE CORRESPONDING FINAL PLAT AND CONSTRUCTION DOCUMENTS.

KEY MAP
NTS.





TYPICAL UTILITY ASIGNMENT
NTS.

BENCHMARKS

1. **T.B.M. #1: "X" CUT**
   ELEVATION = 582.73'
2. **T.B.M. #2: "X" CUT**
   ELEVATION = 587.12'

KFM
ENGINEERING & DESIGN
1301 S. MOPAC EXPY., SUITE 150
AUSTIN, TEXAS 78746
PHONE: (512) 628-8281
WWW.KFM-LLC.COM
TBPE #: F-20821

ISSUE:	DESCRIPTION:	DATE:
DELTA:	DESCRIPTION:	DATE:

CLIENT
TAYLOR MEADOWS 712, LP

PROJECT
TAYLOR MEADOWS

SHEET TITLE
UTILITY PLAN SEC. K, M & O

STATE OF TEXAS
BRIAN LANDRY
139447
LICENSED
PROFESSIONAL ENGINEER
Brian Landry
11/07/2024

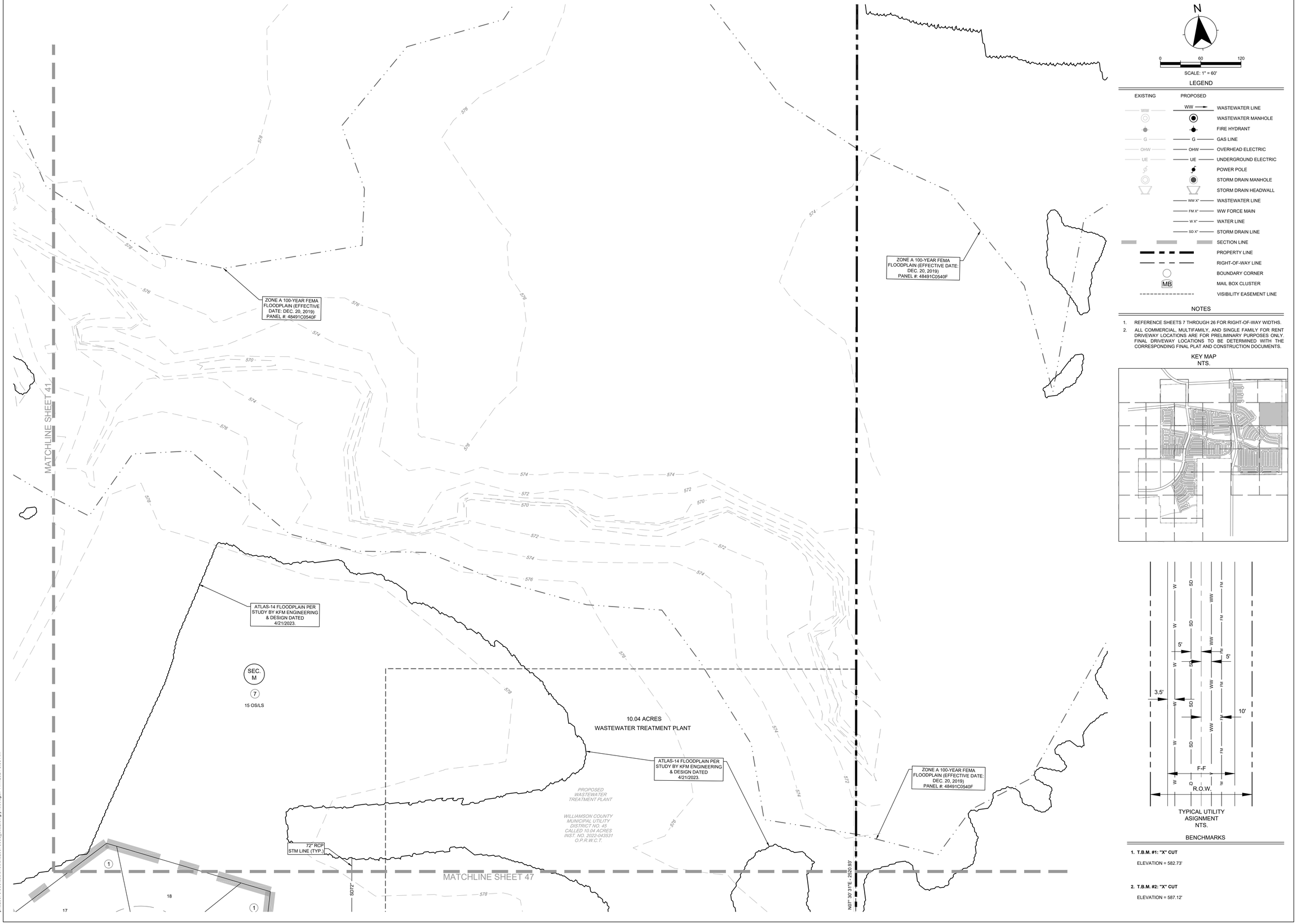
PROJECT NUMBER: 020075008

DRAWN BY: TJH | DESIGNED BY: BL | CHECKED BY: MZ

DATE: 2023/09/12

SHEET:

p:\020075008\cad\sheets\020075008_ut02.dwg-jmcdougall-11/7/2024 9:53 AM



N

0 60 120

SCALE: 1" = 60'

LEGEND

EXISTING	PROPOSED	
WW	WW	WASTEWATER LINE
		WASTEWATER MANHOLE
		FIRE HYDRANT
G	G	GAS LINE
OHW	OHW	OVERHEAD ELECTRIC
UE	UE	UNDERGROUND ELECTRIC
		POWER POLE
		STORM DRAIN MANHOLE
		STORM DRAIN HEADWALL
	WW X"	WASTEWATER LINE
	FM X"	WW FORCE MAIN
	W X"	WATER LINE
	SD X"	STORM DRAIN LINE
		SECTION LINE
		PROPERTY LINE
		RIGHT-OF-WAY LINE
		BOUNDARY CORNER
	MB	MAIL BOX CLUSTER
		VISIBILITY EASEMENT LINE

NOTES

1. REFERENCE SHEETS 7 THROUGH 26 FOR RIGHT-OF-WAY WIDTHS.
2. ALL COMMERCIAL, MULTIFAMILY, AND SINGLE FAMILY FOR RENT DRIVEWAY LOCATIONS ARE FOR PRELIMINARY PURPOSES ONLY. FINAL DRIVEWAY LOCATIONS TO BE DETERMINED WITH THE CORRESPONDING FINAL PLAT AND CONSTRUCTION DOCUMENTS.

KEY MAP
NTS.

TYPICAL UTILITY
ASIGNMENT
NTS.

BENCHMARKS

1. T.B.M. #1: "X" CUT

ELEVATION = 582.73'

2. T.B.M. #2: "X" CUT

ELEVATION = 587.12'

KFM
ENGINEERING & DESIGN
1301 S. MOPAC EXPY., SUITE 150
AUSTIN, TEXAS 78746
PHONE: (512) 628-8281
WWW.KFM-LLC.COM
TBPE #: F-20821

DATE:
DESCRIPTION:
DELTA:

DATE:
DESCRIPTION:
ISSUE:

CLIENT
TAYLOR MEADOWS 712, LP

PROJECT
TAYLOR MEADOWS

SHEET TITLE
UTILITY PLAN SEC. O

STATE OF TEXAS
BRIAN LANDRY
139447
LICENSED
PROFESSIONAL ENGINEER
11/07/2024

PROJECT NUMBER:
020075008

DRAWN BY:	DESIGNED BY:	CHECKED BY:
TJH	BL	MZ

DATE:
2023/09/12

SHEET:

p:\020075008\cad\sheets\020075008_ut02.dwg-jmcdougall-11/7/2024 9:53 AM

N

0 60 120

SCALE: 1" = 60'

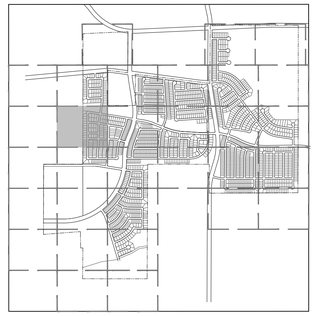
LEGEND

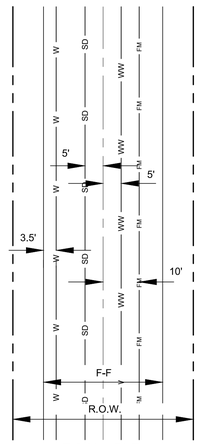
EXISTING	PROPOSED	
WW	WW	WASTEWATER LINE
		WASTEWATER MANHOLE
		FIRE HYDRANT
G	G	GAS LINE
OHW	OHW	OVERHEAD ELECTRIC
UE	UE	UNDERGROUND ELECTRIC
		POWER POLE
		STORM DRAIN MANHOLE
		STORM DRAIN HEADWALL
	WW X"	WASTEWATER LINE
	FM X"	WW FORCE MAIN
	W X"	WATER LINE
	SD X"	STORM DRAIN LINE
		SECTION LINE
		PROPERTY LINE
		RIGHT-OF-WAY LINE
		BOUNDARY CORNER
	MB	MAIL BOX CLUSTER
		VISIBILITY EASEMENT LINE

NOTES

1. REFERENCE SHEETS 7 THROUGH 26 FOR RIGHT-OF-WAY WIDTHS.
2. ALL COMMERCIAL, MULTIFAMILY, AND SINGLE FAMILY FOR RENT DRIVEWAY LOCATIONS ARE FOR PRELIMINARY PURPOSES ONLY. FINAL DRIVEWAY LOCATIONS TO BE DETERMINED WITH THE CORRESPONDING FINAL PLAT AND CONSTRUCTION DOCUMENTS.

KEY MAP
NTS.





TYPICAL UTILITY ASIGNMENT
NTS.

BENCHMARKS

1. T.B.M. #1: "X" CUT

ELEVATION = 582.73'

2. T.B.M. #2: "X" CUT

ELEVATION = 587.12'

KFM ENGINEERING & DESIGN
1301 S. MOPAC EXPY., SUITE 150
AUSTIN, TEXAS 78746
PHONE: (512) 628-8281
WWW.KFM-LLC.COM
TBPE #: F-20821

ISSUE:	DESCRIPTION:	DATE:
DELTA:	DESCRIPTION:	DATE:

CLIENT
TAYLOR MEADOWS 712, LP

PROJECT
TAYLOR MEADOWS

SHEET TITLE
UTILITY PLAN SEC. F & G

STATE OF TEXAS
BRIAN LANDRY
139447
LICENSED
PROFESSIONAL ENGINEER
11/07/2024

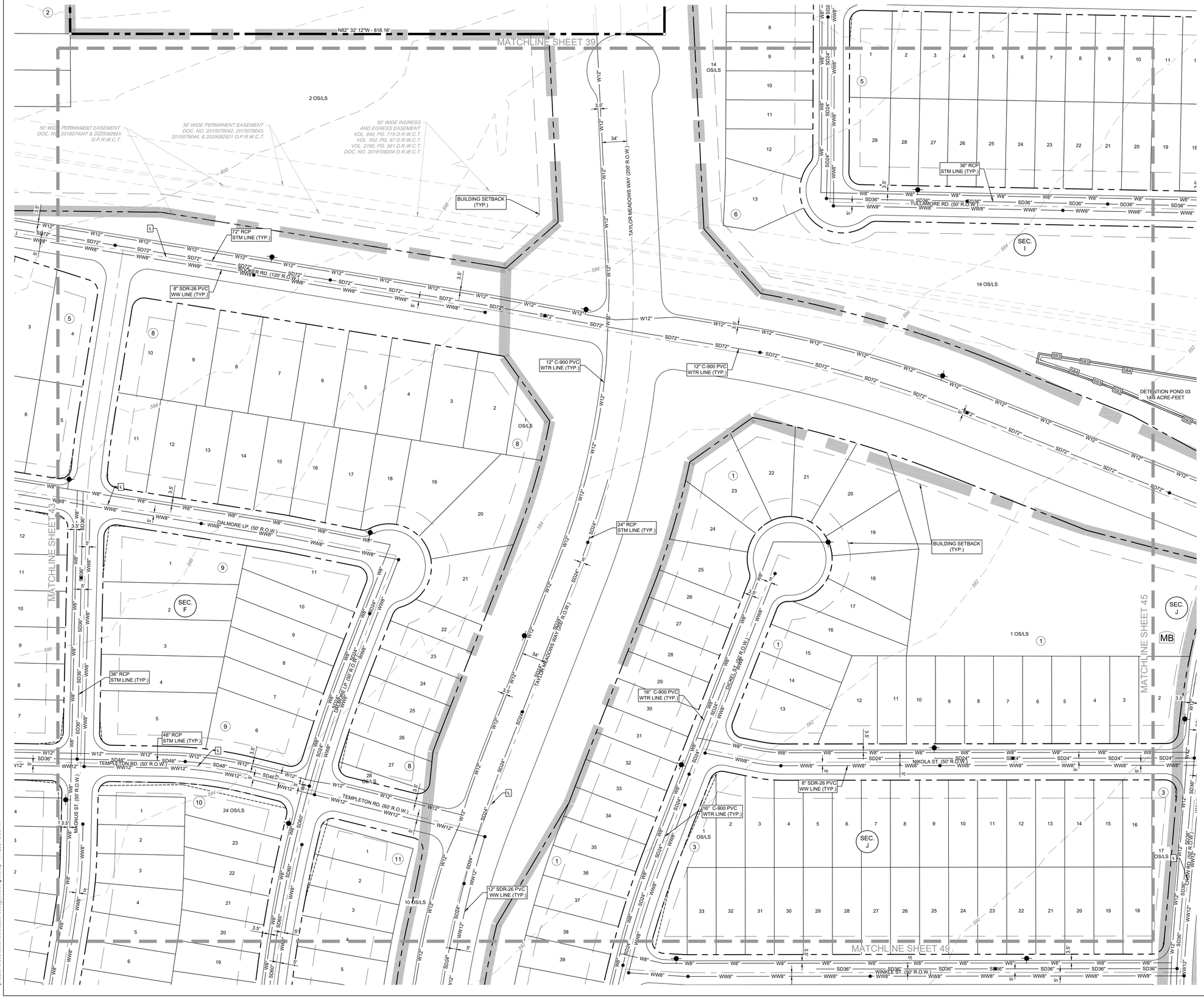
PROJECT NUMBER: 020075008

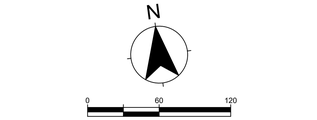
DRAWN BY: TJH | DESIGNED BY: BL | CHECKED BY: MZ

DATE: 2023/09/12

SHEET:

p:\020075008\cad\sheets\020075008_ut02.dwg-jmcdougall-11/7/2024 9:53 AM





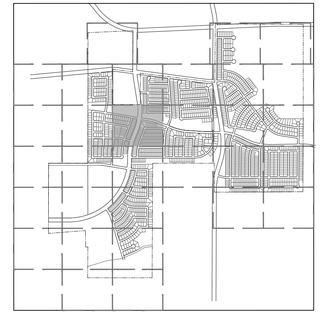
LEGEND

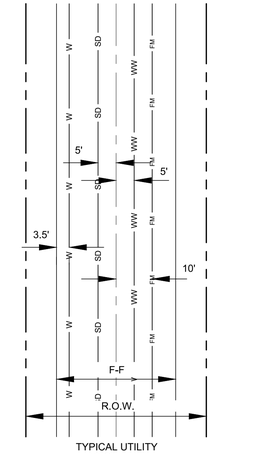
EXISTING	PROPOSED	
WW	WW	WASTEWATER LINE
		WASTEWATER MANHOLE
		FIRE HYDRANT
G	G	GAS LINE
OHW	OHW	OVERHEAD ELECTRIC
UE	UE	UNDERGROUND ELECTRIC
		POWER POLE
		STORM DRAIN MANHOLE
		STORM DRAIN HEADWALL
	WW X"	WASTEWATER LINE
	FM X"	WW FORCE MAIN
	W X"	WATER LINE
	SD X"	STORM DRAIN LINE
		SECTION LINE
		PROPERTY LINE
		RIGHT-OF-WAY LINE
		BOUNDARY CORNER
	MB	MAIL BOX CLUSTER
		VISIBILITY EASEMENT LINE

NOTES

1. REFERENCE SHEETS 7 THROUGH 26 FOR RIGHT-OF-WAY WIDTHS.
2. ALL COMMERCIAL, MULTIFAMILY, AND SINGLE FAMILY FOR RENT DRIVEWAY LOCATIONS ARE FOR PRELIMINARY PURPOSES ONLY. FINAL DRIVEWAY LOCATIONS TO BE DETERMINED WITH THE CORRESPONDING FINAL PLAT AND CONSTRUCTION DOCUMENTS.

KEY MAP
NTS.





TYPICAL UTILITY ASIGNMENT
NTS.

BENCHMARKS

1. **T.B.M. #1: "X" CUT**
   ELEVATION = 582.73'
2. **T.B.M. #2: "X" CUT**
   ELEVATION = 587.12'

KFM ENGINEERING & DESIGN
1301 S. MOPAC EXPY., SUITE 150
AUSTIN, TEXAS 78746
PHONE: (512) 628-8281
WWW.KFM-LLC.COM
TBPE #: F-20821

ISSUE:	DESCRIPTION:	DELTA:	DATE:
	DESCRIPTION:	DELTA:	DATE:

CLIENT
TAYLOR MEADOWS 712, LP

PROJECT
TAYLOR MEADOWS

SHEET TITLE
UTILITY PLAN SEC. F, I & J

STATE OF TEXAS
BRIAN LANDRY
139447
LICENSED
PROFESSIONAL ENGINEER
Brian Landry
11/07/2024

PROJECT NUMBER: 020075008
DRAWN BY: TJH
DESIGNED BY: BL
CHECKED BY: MZ
DATE: 2023/09/12
SHEET:

p:\020075008\cadd\sheets\020075008_ut03.dwg-alundy-11/7/2024 9:53 AM

MATCHLINE SHEET 40

MATCHLINE SHEET 44

MATCHLINE SHEET 46

MATCHLINE SHEET 50

48" RCP STM LINE (TYP.)

24" RCP STM LINE (TYP.)

36" RCP STM LINE (TYP.)

60" RCP STM LINE (TYP.)

8" SDR-26 PVC WW LINE (TYP.)

12" SDR-26 PVC WW LINE (TYP.)

72" RCP STM LINE (TYP.)

12" C-900 PVC WTR LINE (TYP.)

18" SDR-26 PVC WW LINE (TYP.)

8" C-900 PVC WTR LINE (TYP.)

TULLAMORE RD. (50' R.O.W.)

MEADE LP. (50' R.O.W.)

BELLE ST. (60' R.O.W.)

POGUE ST. (50' R.O.W.)

CHARTER LP. (50' R.O.W.)

CROW RD. (60' R.O.W.)

29 OS/LS
50' WIDE PERMANENT EASEMENT
DOC. NO. 2016074047 & 2020082921
O.P.R.W.C.T.

30' WIDE PERMANENT EASEMENT
DOC. NO. 2015079042, 2015079043,
2015079044, & 2020082921 O.P.R.W.C.T.

50' WIDE INGRESS
AND EGRESS EASEMENT
VOL. 840, PG. 719 D.R.W.C.T.
VOL. 852, PG. 97 D.R.W.C.T.
VOL. 2190, PG. 561 D.R.W.C.T.
DOC. NO. 2018108204 O.R.W.C.T.

PROPOSED
DRAINAGE EASEMENT
RECORDED BY
SEPARATE INSTRUMENT

DETENTION POND 03
14.6 ACRE-FEET

DETENTION POND 16
11.8 ACRE-FEET

BUILDING SETBACK
(TYP.)

APPROXIMATE
SURVEY/ABSTRACT LINE

15 OS/LS

14 OS/LS

30 OS/LS

3 OS/LS

17 OS/LS

10 OS/LS0

25 OS/LS

1 OS/LS

23 OS/LS

MB

SEC. I

SEC. J

SEC. K

SEC. L

N

0 60 120

SCALE: 1" = 60'

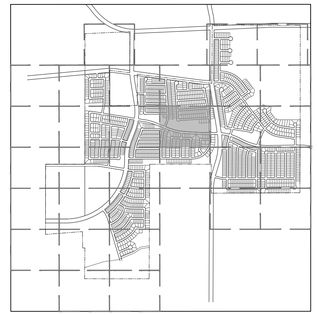
LEGEND

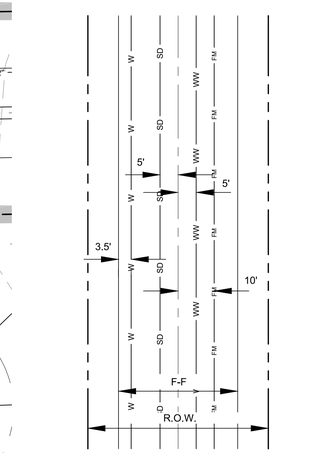
EXISTING	PROPOSED
WW	WW — WASTEWATER LINE
	WASTEWATER MANHOLE
	FIRE HYDRANT
G	G — GAS LINE
OHW	OHW — OVERHEAD ELECTRIC
UE	UE — UNDERGROUND ELECTRIC
	POWER POLE
	STORM DRAIN MANHOLE
	STORM DRAIN HEADWALL
	WW X" — WASTEWATER LINE
	FM X" — WW FORCE MAIN
	W X" — WATER LINE
	SD X" — STORM DRAIN LINE
	SECTION LINE
	PROPERTY LINE
	RIGHT-OF-WAY LINE
	BOUNDARY CORNER
	MB — MAIL BOX CLUSTER
	VISIBILITY EASEMENT LINE

NOTES

1. REFERENCE SHEETS 7 THROUGH 26 FOR RIGHT-OF-WAY WIDTHS.
2. ALL COMMERCIAL, MULTIFAMILY, AND SINGLE FAMILY FOR RENT DRIVEWAY LOCATIONS ARE FOR PRELIMINARY PURPOSES ONLY. FINAL DRIVEWAY LOCATIONS TO BE DETERMINED WITH THE CORRESPONDING FINAL PLAT AND CONSTRUCTION DOCUMENTS.

KEY MAP
NTS.





TYPICAL UTILITY
ASIGNMENT
NTS.

BENCHMARKS

1. T.B.M. #1: "X" CUT
   ELEVATION = 582.73'
2. T.B.M. #2: "X" CUT
   ELEVATION = 587.12'

KFM
ENGINEERING & DESIGN
1301 S. MOPAC EXPY., SUITE 150
AUSTIN, TEXAS 78746
PHONE: (512) 628-8281
WWW.KFM-LLC.COM
TBPE #: F-20821

ISSUE:	DESCRIPTION:	DELTA:	DATE:

MATCHLINE SHEET 41

MATCHLINE SHEET 45

MATCHLINE SHEET 47

MATCHLINE SHEET 51

APPROXIMATE SURVEY/ABSTRACT LINE

BELLE ST. (60' R.O.W.)

BLANTON ST. (50' R.O.W.)

BATCH ST. (50' R.O.W.)

DOUBLE ST. (60' R.O.W.)

MICHTER LP (50' R.O.W.)

BOCKER SPUR (60' R.O.W.)

CASAS RD. (30' R.O.W.)

NOBLE RD. (60' R.O.W.)

MICHAEL RUTH SURVEY ABSTRACT NO. 541 WILLIAMSON COUNTY, TEXAS

50' WIDE PERMANENT EASEMENT DOC. NO. 2016074475, 2020082921 O.P.R.W.C.T.

30' WIDE PERMANENT EASEMENT DOC. NO. 2015079042, 2015079043, 2015079044, & 2020082921 O.P.R.W.C.T.

50' WIDE INGRESS AND EGRESS EASEMENT VOL. 840, PG. 719 D.R.W.C.T. VOL. 852, PG. 97 D.R.W.C.T. VOL. 2190, PG. 561 D.R.W.C.T. DOC. NO. 2018108204 O.R.W.C.T.

PROPOSED DRAINAGE EASEMENT RECORDED BY SEPARATE INSTRUMENT

12" C-900 PVC WTR LINE (TYP.)

8" C-900 PVC WTR LINE (TYP.)

16" C-900 PVC WTR LINE (TYP.)

6" SDR-26 PVC WW LINE (TYP.)

12" SDR-26 PVC WW LINE (TYP.)

18" SDR-26 PVC WW LINE (TYP.)

24" RCP STM LINE (TYP.)

36" RCP STM LINE (TYP.)

48" RCP STM LINE (TYP.)

72" RCP STM LINE (TYP.)

BUILDING SETBACK (TYP.)

MB

SEC. K

SEC. M

SEC. O

SEC. P

10 OS/LS

23 OS/LS

25 OS/LS

35 OS/LS

6 OS/LS

1 OS/LS

14 OS/LS

N

0 60 120

SCALE: 1" = 60'

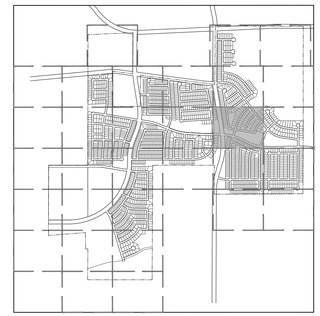
LEGEND

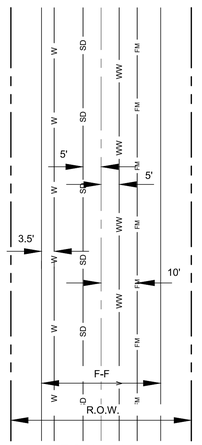
EXISTING	PROPOSED	
WW	WW	WASTEWATER LINE
		WASTEWATER MANHOLE
		FIRE HYDRANT
G	G	GAS LINE
OHW	OHW	OVERHEAD ELECTRIC
UE	UE	UNDERGROUND ELECTRIC
		POWER POLE
		STORM DRAIN MANHOLE
		STORM DRAIN HEADWALL
	WW X"	WASTEWATER LINE
	FM X"	WW FORCE MAIN
	W X"	WATER LINE
	SD X"	STORM DRAIN LINE
		SECTION LINE
		PROPERTY LINE
		RIGHT-OF-WAY LINE
		BOUNDARY CORNER
	MB	MAIL BOX CLUSTER
		VISIBILITY EASEMENT LINE

NOTES

1. REFERENCE SHEETS 7 THROUGH 26 FOR RIGHT-OF-WAY WIDTHS.
2. ALL COMMERCIAL, MULTIFAMILY, AND SINGLE FAMILY FOR RENT DRIVEWAY LOCATIONS ARE FOR PRELIMINARY PURPOSES ONLY. FINAL DRIVEWAY LOCATIONS TO BE DETERMINED WITH THE CORRESPONDING FINAL PLAT AND CONSTRUCTION DOCUMENTS.

KEY MAP
NTS.





TYPICAL UTILITY ASIGNMENT
NTS.

BENCHMARKS

1. T.B.M. #1: "X" CUT
   ELEVATION = 582.73'
2. T.B.M. #2: "X" CUT
   ELEVATION = 587.12'

KFM
ENGINEERING & DESIGN
1301 S. MOPAC EXPY., SUITE 150
AUSTIN, TEXAS 78746
PHONE: (512) 628-8281
WWW.KFM-LLC.COM
TBPE #: F-20821

ISSUE:	DESCRIPTION:	DELTA:	DATE:
	DESCRIPTION:		DATE:

CLIENT
TAYLOR MEADOWS

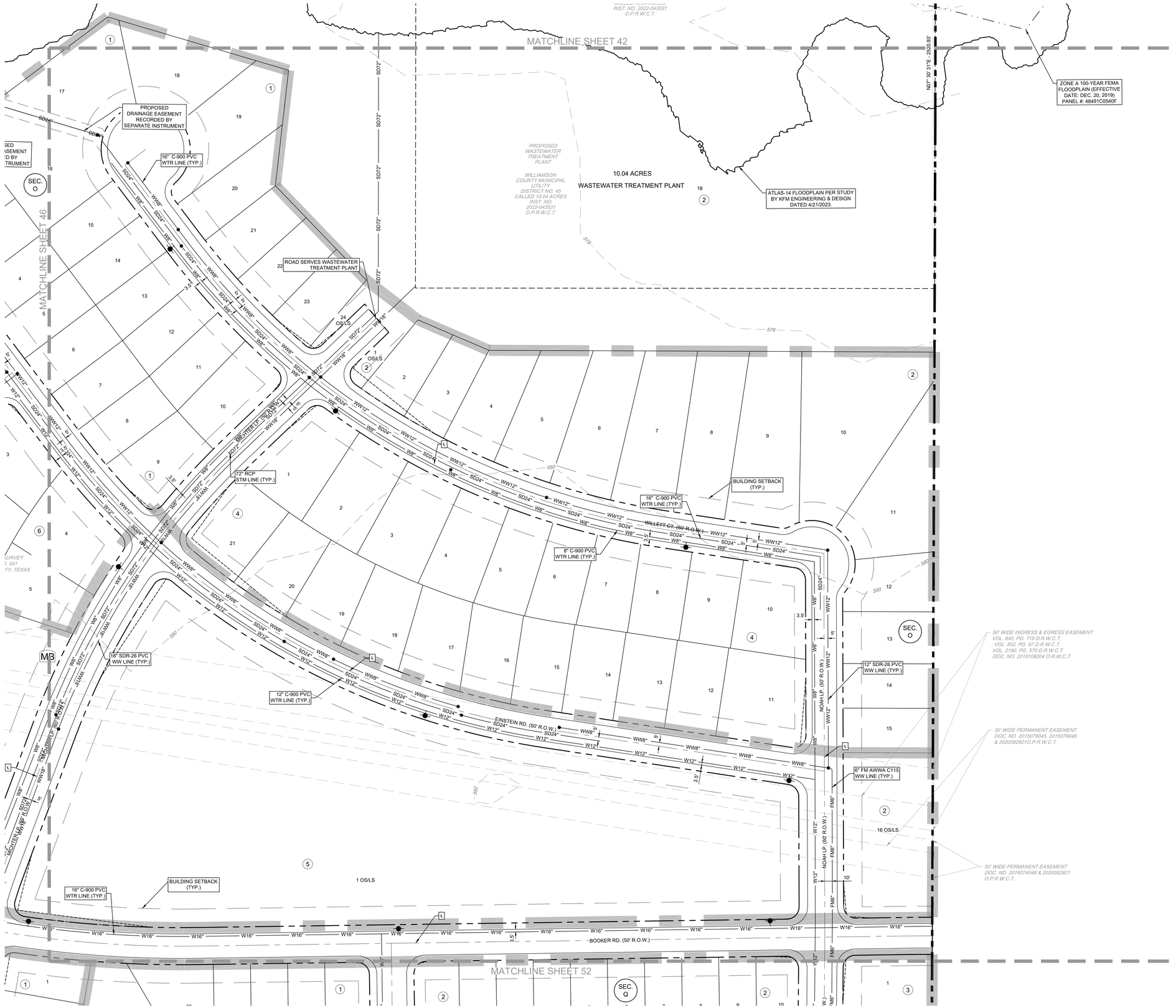
PROJECT
TAYLOR MEADOWS 712, LP

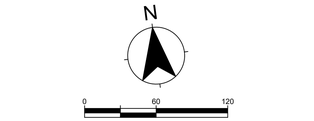
SHEET TITLE
UTILITY PLAN SEC. K, M, O & P

STATE OF TEXAS
BRIAN LANDRY
139447
LICENSED PROFESSIONAL ENGINEER
11/07/2024

PROJECT NUMBER: 020075008
DRAWN BY: TJH
DESIGNED BY: BL
CHECKED BY: MZ
DATE: 2023/09/12
SHEET:

p:\020075008\cad\sheets\020075008_ut03.dwg-alundy-11/7/2024 9:04 AM





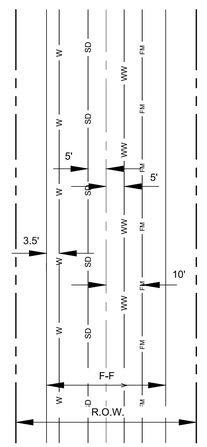
LEGEND

EXISTING	PROPOSED	
WW	WW	WASTEWATER LINE
		WASTEWATER MANHOLE
		FIRE HYDRANT
G	G	GAS LINE
OHW	OHW	OVERHEAD ELECTRIC
UE	UE	UNDERGROUND ELECTRIC
		POWER POLE
		STORM DRAIN MANHOLE
		STORM DRAIN HEADWALL
	WW X"	WASTEWATER LINE
	FM X"	WW FORCE MAIN
	W X"	WATER LINE
	SD X"	STORM DRAIN LINE
		SECTION LINE
		PROPERTY LINE
		RIGHT-OF-WAY LINE
		BOUNDARY CORNER
	MB	MAIL BOX CLUSTER
		VISIBILITY EASEMENT LINE

NOTES

1. REFERENCE SHEETS 7 THROUGH 26 FOR RIGHT-OF-WAY WIDTHS.
2. ALL COMMERCIAL, MULTIFAMILY, AND SINGLE FAMILY FOR RENT DRIVEWAY LOCATIONS ARE FOR PRELIMINARY PURPOSES ONLY. FINAL DRIVEWAY LOCATIONS TO BE DETERMINED WITH THE CORRESPONDING FINAL PLAT AND CONSTRUCTION DOCUMENTS.

KEY MAP
NTS.



TYPICAL UTILITY ASIGNMENT
NTS.

BENCHMARKS

1. **T.B.M. #1: "X" CUT**
   ELEVATION = 582.73'
2. **T.B.M. #2: "X" CUT**
   ELEVATION = 587.12'

KFM
ENGINEERING & DESIGN
1301 S. MOPAC EXPY., SUITE 150
AUSTIN, TEXAS 78746
PHONE: (512) 628-8281
WWW.KFM-LLC.COM
TBPE #: F-20821

DATE:
DESCRIPTION:
DELTA:

DATE:
DESCRIPTION:
ISSUE:

CLIENT
TAYLOR MEADOWS 712, LP

PROJECT
TAYLOR MEADOWS

SHEET TITLE
UTILITY PLAN SEC. O & Q

STATE OF TEXAS
BRIAN LANDRY
139447
LICENSED
PROFESSIONAL ENGINEER
11/09/2024

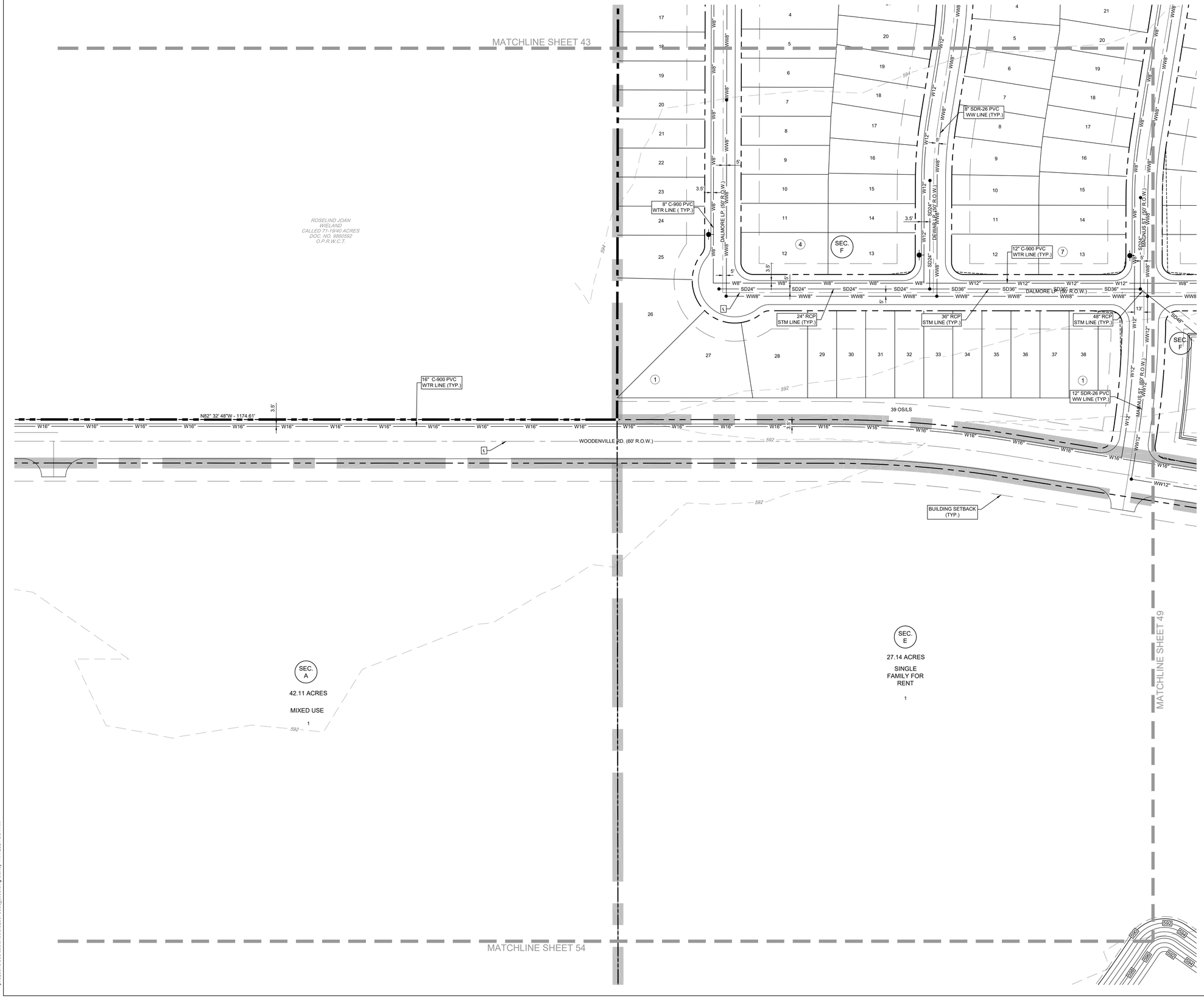
PROJECT NUMBER:
020075008

DRAWN BY:	DESIGNED BY:	CHECKED BY:
TJH	BL	MZ

DATE:
2023/09/12

SHEET:

p:\020075\008\cad\sheets\020075008_ut03.dwg-alundy-11/7/2024 9:54 AM



N

0 60 120

SCALE: 1" = 60'

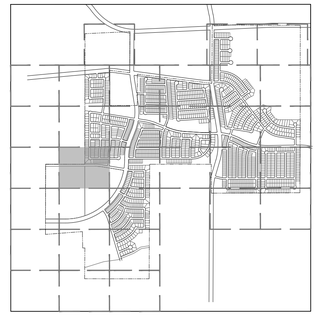
LEGEND

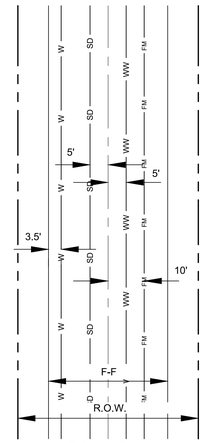
EXISTING	PROPOSED	
WW	WW	WASTEWATER LINE
		WASTEWATER MANHOLE
		FIRE HYDRANT
G	G	GAS LINE
OHW	OHW	OVERHEAD ELECTRIC
UE	UE	UNDERGROUND ELECTRIC
		POWER POLE
		STORM DRAIN MANHOLE
		STORM DRAIN HEADWALL
	WW X"	WASTEWATER LINE
	FM X"	WW FORCE MAIN
	W X"	WATER LINE
	SD X"	STORM DRAIN LINE
		SECTION LINE
		PROPERTY LINE
		RIGHT-OF-WAY LINE
		BOUNDARY CORNER
	MB	MAIL BOX CLUSTER
		VISIBILITY EASEMENT LINE

NOTES

1. REFERENCE SHEETS 7 THROUGH 26 FOR RIGHT-OF-WAY WIDTHS.
2. ALL COMMERCIAL, MULTIFAMILY, AND SINGLE FAMILY FOR RENT DRIVEWAY LOCATIONS ARE FOR PRELIMINARY PURPOSES ONLY. FINAL DRIVEWAY LOCATIONS TO BE DETERMINED WITH THE CORRESPONDING FINAL PLAT AND CONSTRUCTION DOCUMENTS.

KEY MAP
NTS.





TYPICAL UTILITY ASIGNMENT
NTS.

BENCHMARKS

1. T.B.M. #1: "X" CUT

ELEVATION = 582.73'

2. T.B.M. #2: "X" CUT

ELEVATION = 587.12'

KFM ENGINEERING & DESIGN
1301 S. MOPAC EXPY., SUITE 150
AUSTIN, TEXAS 78746
PHONE: (512) 628-8281
WWW.KFM-LLC.COM
TBPE #: F-20821

ISSUE:	DESCRIPTION:	DELTA:	DATE:

CLIENT
TAYLOR MEADOWS 712, LP

PROJECT
TAYLOR MEADOWS

SHEET TITLE
UTILITY PLAN SEC. A, E & F

STATE OF TEXAS
BRIAN LANDRY
139447
LICENSED PROFESSIONAL ENGINEER
11/07/2024

PROJECT NUMBER: 020075008

DRAWN BY: TJH | DESIGNED BY: BL | CHECKED BY: MZ

DATE: 2023/09/12

SHEET:

p:\020079\008\cad\sheet\020075008_utl03.dwg-alundy-11/7/2024 9:54 AM

MATCHLINE SHEET 44

MATCHLINE SHEET 48

MATCHLINE SHEET 50

MATCHLINE SHEET 55

PROPOSED DRAINAGE EASEMENT RECORDED BY SEPARATE INSTRUMENT

8" C-900 PVC WTR LINE (TYP.)

60" RCP STM LINE (TYP.)

48" RCP STM LINE (TYP.)

12" C-900 PVC WTR LINE (TYP.)

16" C-900 PVC WTR LINE (TYP.)

12" SDR-26 PVC WW LINE (TYP.)

BUILDING SETBACK (TYP.)

36" RCP STM LINE (TYP.)

6" SDR-26 PVC WW LINE (TYP.)

6" FM AWWA C115 WW LINE (TYP.)

24" RCP STM LINE (TYP.)

8" C-900 PVC WTR LINE (TYP.)

DETENTION POND 02
12.7 ACRE-FEET

DETENTION POND 04
7.5 ACRE-FEET

SEC. D

SEC. E
27.14 ACRES
SINGLE FAMILY FOR RENT

SEC. F

SEC. J

SEC. L

MAGNUS SLOAN (60' R.O.W.)

DALMORE LP (50' R.O.W.)

TAYLOR MEADOWS WAY (120' R.O.W.)

DICKEL RANCH (50' R.O.W.)

WINKEL ST. (50' R.O.W.)

CHARTER LP (60' R.O.W.)

WOODENVILLE RD. (60' R.O.W.)

WOODENVILLE RD. (50' R.O.W.)

LAPLACE ST. (50' R.O.W.)

FIBONACCI RD. (50' R.O.W.)

WOODENVILLE LP (50' R.O.W.)

N

0 60 120

SCALE: 1" = 60'

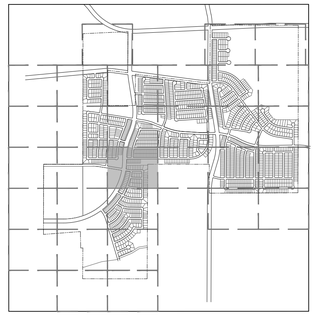
LEGEND

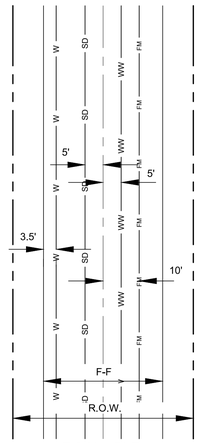
EXISTING	PROPOSED	
WW	WW	WASTEWATER LINE
		WASTEWATER MANHOLE
		FIRE HYDRANT
G	G	GAS LINE
OHW	OHW	OVERHEAD ELECTRIC
UE	UE	UNDERGROUND ELECTRIC
		POWER POLE
		STORM DRAIN MANHOLE
		STORM DRAIN HEADWALL
	WW X"	WASTEWATER LINE
	FM X"	WW FORCE MAIN
	W X"	WATER LINE
	SD X"	STORM DRAIN LINE
		SECTION LINE
		PROPERTY LINE
		RIGHT-OF-WAY LINE
		BOUNDARY CORNER
	MB	MAIL BOX CLUSTER
		VISIBILITY EASEMENT LINE

NOTES

1. REFERENCE SHEETS 7 THROUGH 26 FOR RIGHT-OF-WAY WIDTHS.
2. ALL COMMERCIAL, MULTIFAMILY, AND SINGLE FAMILY FOR RENT DRIVEWAY LOCATIONS ARE FOR PRELIMINARY PURPOSES ONLY. FINAL DRIVEWAY LOCATIONS TO BE DETERMINED WITH THE CORRESPONDING FINAL PLAT AND CONSTRUCTION DOCUMENTS.

KEY MAP
NTS.





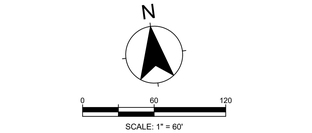
TYPICAL UTILITY ASIGNMENT
NTS.

BENCHMARKS

1. **T.B.M. #1: "X" CUT**
   ELEVATION = 582.73'
2. **T.B.M. #2: "X" CUT**
   ELEVATION = 587.12'

KFM ENGINEERING & DESIGN
1301 S. MOPAC EXPY., SUITE 150
AUSTIN, TEXAS 78746
PHONE: (512) 628-8281
WWW.KFM-LLC.COM
TBPE #: F-20821

ISSUE:	DESCRIPTION:	DELTA:	DATE:



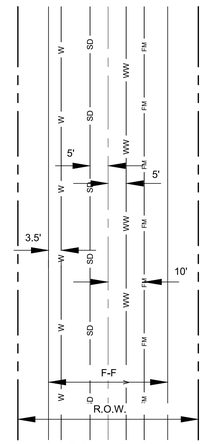
LEGEND

EXISTING	PROPOSED	
WW	WW →	WASTEWATER LINE
		WASTEWATER MANHOLE
		FIRE HYDRANT
G	G	GAS LINE
OHW	OHW	OVERHEAD ELECTRIC
UE	UE	UNDERGROUND ELECTRIC
		POWER POLE
		STORM DRAIN MANHOLE
		STORM DRAIN HEADWALL
	WW X"	WASTEWATER LINE
	FM X"	WW FORCE MAIN
	W X"	WATER LINE
	SD X"	STORM DRAIN LINE
		SECTION LINE
		PROPERTY LINE
		RIGHT-OF-WAY LINE
		BOUNDARY CORNER
	MB	MAIL BOX CLUSTER
		VISIBILITY EASEMENT LINE

NOTES

1. REFERENCE SHEETS 7 THROUGH 26 FOR RIGHT-OF-WAY WIDTHS.
2. ALL COMMERCIAL, MULTIFAMILY, AND SINGLE FAMILY FOR RENT DRIVEWAY LOCATIONS ARE FOR PRELIMINARY PURPOSES ONLY. FINAL DRIVEWAY LOCATIONS TO BE DETERMINED WITH THE CORRESPONDING FINAL PLAT AND CONSTRUCTION DOCUMENTS.

KEY MAP
NTS.



TYPICAL UTILITY
ASIGNMENT
NTS.

BENCHMARKS

1. **T.B.M. #1: "X" CUT**
   ELEVATION = 582.73'
2. **T.B.M. #2: "X" CUT**
   ELEVATION = 587.12'

KFM
ENGINEERING & DESIGN
1301 S. MOPAC EXPY., SUITE 150
AUSTIN, TEXAS 78746
PHONE: (512) 628-8281
WWW.KFM-LLC.COM
TBPE #: F-20821

ISSUE:	DESCRIPTION:	DATE:
DELTA:	DESCRIPTION:	DATE:

CLIENT
TAYLOR MEADOWS 712, LP

PROJECT
TAYLOR MEADOWS

SHEET TITLE
UTILITY PLAN SEC. J, L & P

STATE OF TEXAS
BRIAN LANDRY
139447
LICENSED
PROFESSIONAL ENGINEER
11/07/2024

PROJECT NUMBER: 020075008
DRAWN BY: TJH
DESIGNED BY: BL
CHECKED BY: MZ
DATE: 2023/09/12
SHEET:

p:\020075\008\cad\sheets\020075008_ut04.dwg-akundy-11/7/2024 9:54 AM

MATCHLINE SHEET 46

MATCHLINE SHEET 50

MATCHLINE SHEET 52

MATCHLINE SHEET 55

NOBLE RD. (60' R.O.W.)

GAUSS RD. (136' R.O.W.)

MICHTER LP. (50' R.O.W.)

CRAIG ST. (60' R.O.W.)

N 02° 10' 44" E - 867.18'

SEC. L

SEC. P

14 OS/LS

1 OS/LS

34 OS/LS

21 OS/LS

7 OS/LS

DETENTION POND 10
14.6 ACRE-FEET

BUILDING SETBACK (TYP.)

PROPOSED DRAINAGE EASEMENT RECORDED BY SEPARATE INSTRUMENT

24" RCP STM LINE (TYP.)

48" RCP STM LINE (TYP.)

36" RCP STM LINE (TYP.)

60" RCP STM LINE (TYP.)

8" SDR-26 PVC WW LINE (TYP.)

12" SDR-26 PVC WW LINE (TYP.)

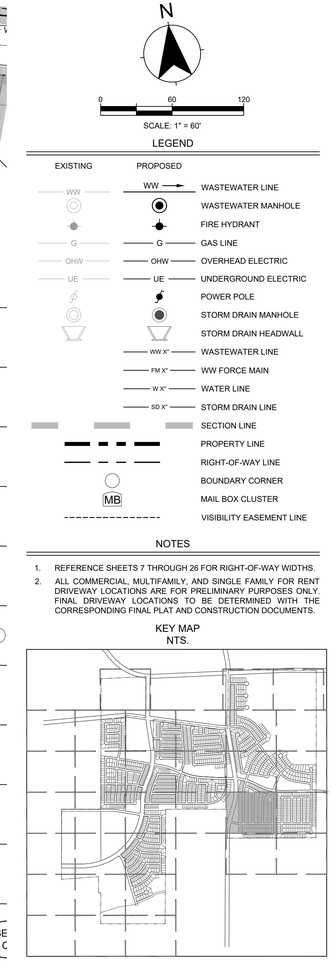
12" C-900 PVC WTR LINE (TYP.)

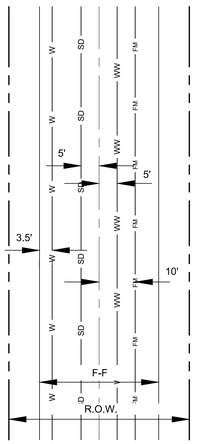
8" C-900 PVC WTR LINE (TYP.)

SINGLE SD24" (40' R.O.W.)

DOUBLE SD24" (40' R.O.W.)

MB





TYPICAL UTILITY ASIGNMENT
NTS.

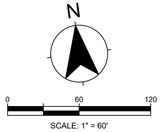
BENCHMARKS

1. T.B.M. #1: "X" CUT

ELEVATION = 582.73'

2. T.B.M. #2: "X" CUT

ELEVATION = 587.12'



SCALE: 1" = 60'

LEGEND

EXISTING	PROPOSED	
WW	WW	WASTEWATER LINE
		WASTEWATER MANHOLE
		FIRE HYDRANT
G	G	GAS LINE
OHW	OHW	OVERHEAD ELECTRIC
UE	UE	UNDERGROUND ELECTRIC
		POWER POLE
		STORM DRAIN MANHOLE
		STORM DRAIN HEADWALL
	WW X"	WASTEWATER LINE
	FM X"	WW FORCE MAIN
	W X"	WATER LINE
	SD X"	STORM DRAIN LINE
		SECTION LINE
		PROPERTY LINE
		RIGHT-OF-WAY LINE
		BOUNDARY CORNER
	MB	MAIL BOX CLUSTER
		VISIBILITY EASEMENT LINE

NOTES

1. REFERENCE SHEETS 7 THROUGH 26 FOR RIGHT-OF-WAY WIDTHS.
2. ALL COMMERCIAL, MULTIFAMILY, AND SINGLE FAMILY FOR RENT DRIVEWAY LOCATIONS ARE FOR PRELIMINARY PURPOSES ONLY. FINAL DRIVEWAY LOCATIONS TO BE DETERMINED WITH THE CORRESPONDING FINAL PLAT AND CONSTRUCTION DOCUMENTS.

KEY MAP
NTS.

KFM
ENGINEERING & DESIGN
1301 S. MOPAC EXPY., SUITE 150
AUSTIN, TEXAS 78746
PHONE: (512) 628-8281
WWW.KFM-LLC.COM
TBPE #: F-20821

ISSUE:	DESCRIPTION:	DELTA:	DATE:
	DESCRIPTION:		DATE:

CLIENT
TAYLOR MEADOWS 712, LP

PROJECT
TAYLOR MEADOWS

SHEET TITLE
UTILITY PLAN SEC. L, P & Q

STATE OF TEXAS
BRIAN LANDRY
139447
LICENSED
PROFESSIONAL
ENGINEER
Brian Landry
11/07/2024

PROJECT NUMBER: 020075008

DRAWN BY: TJH | DESIGNED BY: BL | CHECKED BY: MZ

DATE: 2023/09/12

SHEET:

p:\020075\008\cad\sheets\020075008_ut04.dwg-allundy-11/7/2024 8:54 AM

MATCHLINE SHEET 47

MATCHLINE SHEET 51

MATCHLINE SHEET 57

BOOKER RD. (50' R.O.W.)

NOAH LP. (50' R.O.W.)

CRAIG ST. (50' R.O.W.)

LISA VERLANDER
CALLED 204.65 ACRES
INST. NO. 2002-032136
O.P.R.W.C.T.

BUILDING SETBACK (TYP.)

24" RCP STM LINE (TYP.)

36" RCP STM LINE (TYP.)

48" RCP STM LINE (TYP.)

60" RCP STM LINE (TYP.)

12" C-900 PVC WTR LINE (TYP.)

8" SDR-26 PVC WW LINE (TYP.)

8" C-900 PVC WTR LINE (TYP.)

12" SDR-26 PVC WW LINE (TYP.)

6" FM AWWA C115 WW LINE (TYP.)

PROPOSED DRAINAGE EASEMENT RECORDED BY SEPARATE INSTRUMENT

MB 29 OS/LS

21 OS/LS

SEC. Q

N

0 60 120

SCALE: 1" = 60'

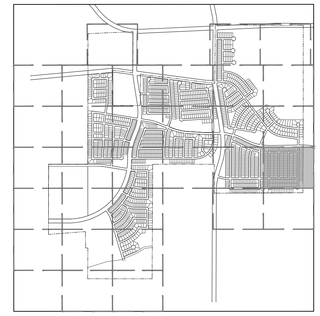
LEGEND

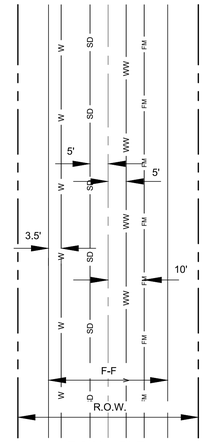
EXISTING	PROPOSED	
WW	WW	WASTEWATER LINE
		WASTEWATER MANHOLE
		FIRE HYDRANT
G	G	GAS LINE
OHW	OHW	OVERHEAD ELECTRIC
UE	UE	UNDERGROUND ELECTRIC
		POWER POLE
		STORM DRAIN MANHOLE
		STORM DRAIN HEADWALL
	WW X"	WASTEWATER LINE
	FM X"	WW FORCE MAIN
	W X"	WATER LINE
	SD X"	STORM DRAIN LINE
		SECTION LINE
		PROPERTY LINE
		RIGHT-OF-WAY LINE
		BOUNDARY CORNER
	MB	MAIL BOX CLUSTER
		VISIBILITY EASEMENT LINE

NOTES

1. REFERENCE SHEETS 7 THROUGH 26 FOR RIGHT-OF-WAY WIDTHS.
2. ALL COMMERCIAL, MULTIFAMILY, AND SINGLE FAMILY FOR RENT DRIVEWAY LOCATIONS ARE FOR PRELIMINARY PURPOSES ONLY. FINAL DRIVEWAY LOCATIONS TO BE DETERMINED WITH THE CORRESPONDING FINAL PLAT AND CONSTRUCTION DOCUMENTS.

KEY MAP
NTS.





TYPICAL UTILITY ASIGNMENT
NTS.

BENCHMARKS

1. T.B.M. #1: "X" CUT

ELEVATION = 582.73'

2. T.B.M. #2: "X" CUT

ELEVATION = 587.12'

KFM
ENGINEERING & DESIGN

1301 S. MOPAC EXPY., SUITE 150
AUSTIN, TEXAS 78746
PHONE: (512) 628-8281
WWW.KFM-LLC.COM
TBPE #: F-20821

DATE:
DESCRIPTION:
DELTA:

DATE:
DESCRIPTION:
ISSUE:

CLIENT
TAYLOR MEADOWS 712, LP

PROJECT
TAYLOR MEADOWS

SHEET TITLE
UTILITY PLAN SEC. Q

STATE OF TEXAS
BRIAN LANDRY
139447
LICENSED
PROFESSIONAL
ENGINEER
11/07/2024

PROJECT NUMBER:
020075008

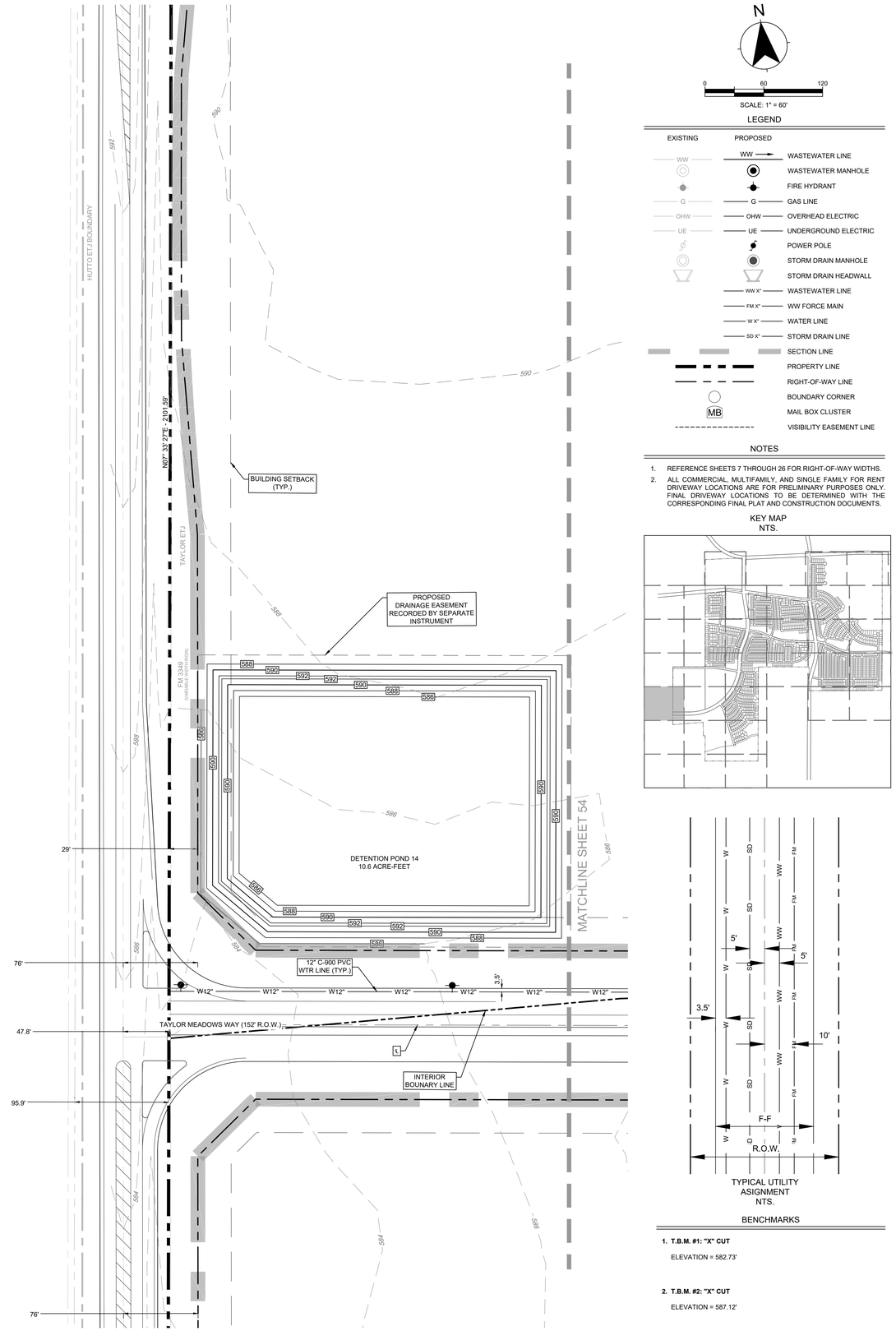
DRAWN BY: TJH
DESIGNED BY: BL
CHECKED BY: MZ

DATE:
2023/09/12

SHEET:

p:\020075\008\cad\sheets\020075008_ut04.dwg-abundy-11/7/2024 9:55 AM

INST. NO. 2021-187894
O.P.R.W.C.T.



N

0 60 120

SCALE: 1" = 60'

LEGEND

EXISTING	PROPOSED	
WW	WW	WASTEWATER LINE
		WASTEWATER MANHOLE
		FIRE HYDRANT
G	G	GAS LINE
OHW	OHW	OVERHEAD ELECTRIC
UE	UE	UNDERGROUND ELECTRIC
		POWER POLE
		STORM DRAIN MANHOLE
		STORM DRAIN HEADWALL
	WW X"	WASTEWATER LINE
	FM X"	WW FORCE MAIN
	W X"	WATER LINE
	SD X"	STORM DRAIN LINE
		SECTION LINE
		PROPERTY LINE
		RIGHT-OF-WAY LINE
		BOUNDARY CORNER
	MB	MAIL BOX CLUSTER
		VISIBILITY EASEMENT LINE

NOTES

1. REFERENCE SHEETS 7 THROUGH 26 FOR RIGHT-OF-WAY WIDTHS.
2. ALL COMMERCIAL, MULTIFAMILY, AND SINGLE FAMILY FOR RENT DRIVEWAY LOCATIONS ARE FOR PRELIMINARY PURPOSES ONLY. FINAL DRIVEWAY LOCATIONS TO BE DETERMINED WITH THE CORRESPONDING FINAL PLAT AND CONSTRUCTION DOCUMENTS.

KEY MAP
NTS.

TYPICAL UTILITY ASIGNMENT
NTS.

BENCHMARKS

1. T.B.M. #1: "X" CUT

ELEVATION = 582.73'

2. T.B.M. #2: "X" CUT

ELEVATION = 587.12'

KFM
ENGINEERING & DESIGN
1301 S. MOPAC EXPY., SUITE 150
AUSTIN, TEXAS 78746
PHONE: (512) 628-8281
WWW.KFM-LLC.COM
TBPE #: F-20821

ISSUE:	DESCRIPTION:	DATE:

MATCHLINE SHEET 48

MATCHLINE SHEET 53

MATCHLINE SHEET 55

MATCHLINE SHEET 58

APPROXIMATE SURVEY/ABSTRACT LINE

SEC. A
42.11 ACRES
MIXED USE
1

SEC. E
27.14 ACRES
1
SINGLE FAMILY FOR RENT

SEC. B
35.08 ACRES
1
SINGLE FAMILY FOR RENT

PROPOSED DRAINAGE EASEMENT RECORDED BY SEPARATE INSTRUMENT

DETENTION POND 13
7.5 ACRE FEET

BUILDING SETBACK (TYP.)

INTERIOR BOUNDARY LINE

12" C-900 PVC WTR LINE (TYP.)

TAYLOR MEADOWS WAY (R.O.W. VARIES)

TAYLOR MEADOWS WAY (129' R.O.W.)

30' WIDE INGRESS & EGRESS EASEMENT DOC. NO. 2020085054 O.P.R.W.C.T.

6" FM AWWA C115 WW LINE (TYP.)

8" C-900 PVC WTR LINE (TYP.)

24" RCP STM LINE (TYP.)

FM6" LOVELACE RD. (60' R.O.W.)

42" RCP STM LINE (TYP.)

12" SDR-26 PVC WW LINE (TYP.)

54" RCP STM LINE (TYP.)

MB

16 OS/LS

20 OS/LS

N

0 60 120

SCALE: 1" = 60'

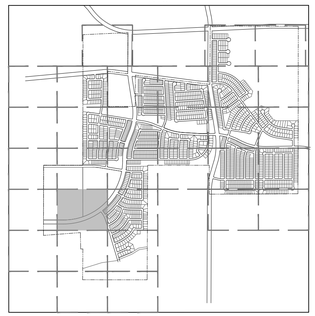
LEGEND

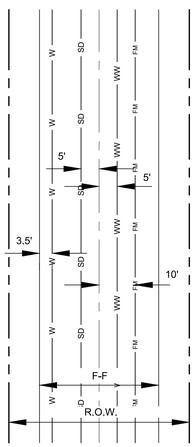
EXISTING	PROPOSED	
WW	WW	WASTEWATER LINE
		WASTEWATER MANHOLE
		FIRE HYDRANT
G	G	GAS LINE
OHW	OHW	OVERHEAD ELECTRIC
UE	UE	UNDERGROUND ELECTRIC
		POWER POLE
		STORM DRAIN MANHOLE
		STORM DRAIN HEADWALL
	WW X"	WASTEWATER LINE
	FM X"	WW FORCE MAIN
	W X"	WATER LINE
	SD X"	STORM DRAIN LINE
		SECTION LINE
		PROPERTY LINE
		RIGHT-OF-WAY LINE
		BOUNDARY CORNER
	MB	MAIL BOX CLUSTER
		VISIBILITY EASEMENT LINE

NOTES

1. REFERENCE SHEETS 7 THROUGH 26 FOR RIGHT-OF-WAY WIDTHS.
2. ALL COMMERCIAL, MULTIFAMILY, AND SINGLE FAMILY FOR RENT DRIVEWAY LOCATIONS ARE FOR PRELIMINARY PURPOSES ONLY. FINAL DRIVEWAY LOCATIONS TO BE DETERMINED WITH THE CORRESPONDING FINAL PLAT AND CONSTRUCTION DOCUMENTS.

KEY MAP
NTS.





TYPICAL UTILITY ASIGNMENT
NTS.

BENCHMARKS

1. **T.B.M. #1: "X" CUT**
   ELEVATION = 582.73'
2. **T.B.M. #2: "X" CUT**
   ELEVATION = 587.12'

KFM ENGINEERING & DESIGN
1301 S. MOPAC EXPY., SUITE 150
AUSTIN, TEXAS 78746
PHONE: (512) 628-8281
WWW.KFM-LLC.COM
TBPE #: F-20821

DATE:
DESCRIPTION:
DELTA:

DATE:
DESCRIPTION:
ISSUE:

CLIENT
TAYLOR MEADOWS 712, LP

PROJECT
TAYLOR MEADOWS

SHEET TITLE
UTILITY PLAN SEC. A, B, D & E

STATE OF TEXAS
BRIAN LANDRY
139447
LICENSED PROFESSIONAL ENGINEER
11/07/2024

PROJECT NUMBER:
020075008

DRAWN BY:	DESIGNED BY:	CHECKED BY:
TJH	BL	MZ

DATE:
2023/09/12

SHEET:

p:\020075008\cad\sheets\020075008_ut05.dwg-alundy-11/7/2024 9:55 AM

PROPOSED DRAINAGE EASEMENT RECORDED BY SEPARATE INSTRUMENT

BUILDING SETBACK (TYP.)

DETENTION POND 13
7.5 ACRE FEET

12" C-900 PVC WTR LINE (TYP.)

24" RCP STM LINE (TYP.)

12" SDR-26 PVC WW LINE (TYP.)

8" C-900 PVC WTR LINE (TYP.)

42" RCP STM LINE (TYP.)

6" FM AWWA C115 WW LINE (TYP.)

8" SDR-26 PVC WW LINE (TYP.)

8" C-900 PVC WTR LINE (TYP.)

36" RCP STM LINE (TYP.)

48" RCP STM LINE (TYP.)

24" RCP STM LINE (TYP.)

BUILDING SETBACK (TYP.)

FIBONACCI RD. (50' R.O.W.)

WOODENVILLE LP. (50' R.O.W.)

MIDDLETON LP. (50' R.O.W.)

ROWSON ST. (50' R.O.W.)

CORBETT ST. (50' R.O.W.)

AMPERE ST. (50' R.O.W.)

REIMANN ST. (50' R.O.W.)

N07° 44' 47"E - 3432.82'

MATCHLINE SHEET 49

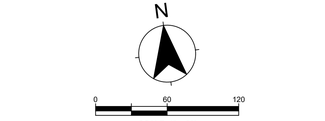
MATCHLINE SHEET 54

MATCHLINE SHEET 59

SEC. D

MB

OS/LS



SCALE: 1" = 60'

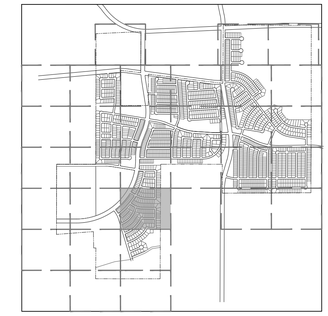
LEGEND

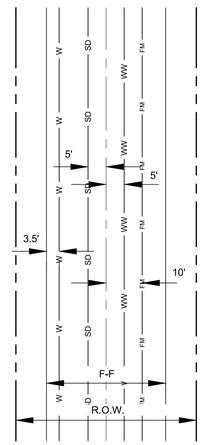
EXISTING	PROPOSED	
WW	WW	WASTEWATER LINE
		WASTEWATER MANHOLE
		FIRE HYDRANT
G	G	GAS LINE
OHW	OHW	OVERHEAD ELECTRIC
UE	UE	UNDERGROUND ELECTRIC
		POWER POLE
		STORM DRAIN MANHOLE
		STORM DRAIN HEADWALL
	WW X"	WASTEWATER LINE
	FM X"	WW FORCE MAIN
	W X"	WATER LINE
	SD X"	STORM DRAIN LINE
		SECTION LINE
		PROPERTY LINE
		RIGHT-OF-WAY LINE
		BOUNDARY CORNER
	MB	MAIL BOX CLUSTER
		VISIBILITY EASEMENT LINE

NOTES

1. REFERENCE SHEETS 7 THROUGH 26 FOR RIGHT-OF-WAY WIDTHS.
2. ALL COMMERCIAL, MULTIFAMILY, AND SINGLE FAMILY FOR RENT DRIVEWAY LOCATIONS ARE FOR PRELIMINARY PURPOSES ONLY. FINAL DRIVEWAY LOCATIONS TO BE DETERMINED WITH THE CORRESPONDING FINAL PLAT AND CONSTRUCTION DOCUMENTS.

KEY MAP
NTS.





TYPICAL UTILITY ASIGNMENT
NTS.

BENCHMARKS

1. T.B.M. #1: "X" CUT

ELEVATION = 582.73'

2. T.B.M. #2: "X" CUT

ELEVATION = 587.12'

KFM
ENGINEERING & DESIGN
1301 S. MOPAC EXPY., SUITE 150
AUSTIN, TEXAS 78746
PHONE: (512) 628-8281
WWW.KFM-LLC.COM
TBPE #: F-20821

ISSUE:	DESCRIPTION:	DATE:
DELTA:	DESCRIPTION:	DATE:

CLIENT
TAYLOR MEADOWS 712, LP

PROJECT
TAYLOR MEADOWS

SHEET TITLE
UTILITY PLAN SEC. D & E

STATE OF TEXAS
BRIAN LANDRY
139447
LICENSED
PROFESSIONAL ENGINEER
11/07/2024

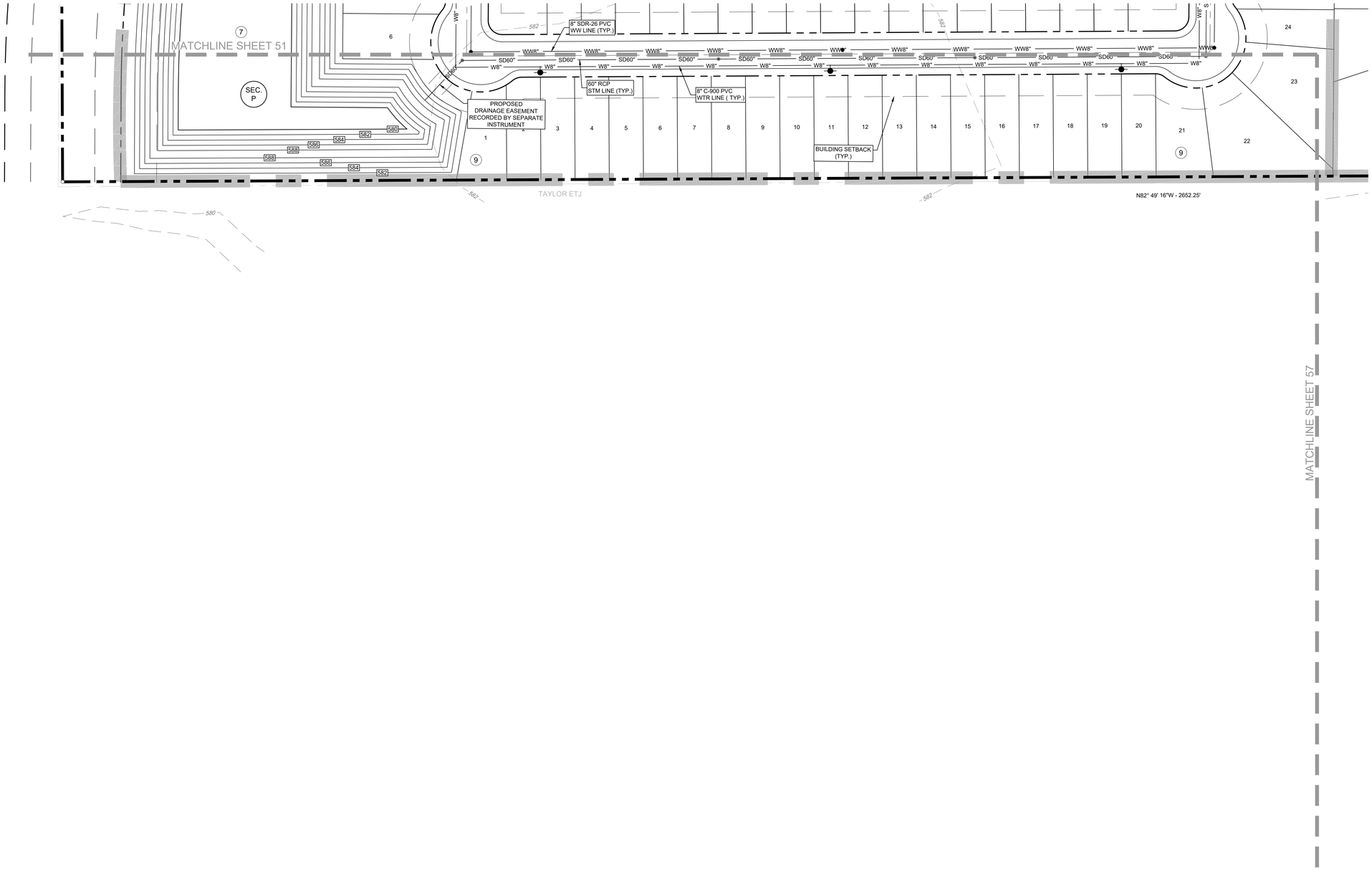
PROJECT NUMBER: 020075008

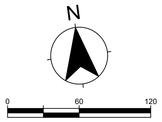
DRAWN BY: TJH | DESIGNED BY: BL | CHECKED BY: MZ

DATE: 2023/09/12

SHEET:

p:\020075\008\cad\sheets\020075008_ut05.dwg-allandy-11/7/2024 9:55 AM





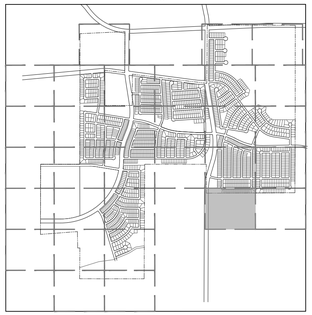
LEGEND

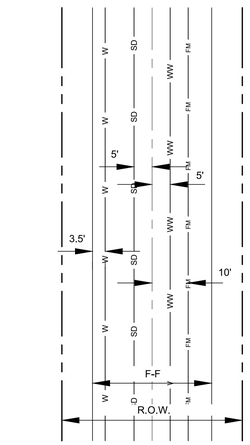
EXISTING	PROPOSED	
WW	WW	WASTEWATER LINE
		WASTEWATER MANHOLE
		FIRE HYDRANT
G	G	GAS LINE
OHW	OHW	OVERHEAD ELECTRIC
UE	UE	UNDERGROUND ELECTRIC
		POWER POLE
		STORM DRAIN MANHOLE
		STORM DRAIN HEADWALL
	WW X"	WASTEWATER LINE
	FM X"	WW FORCE MAIN
	W X"	WATER LINE
	SD X"	STORM DRAIN LINE
		SECTION LINE
		PROPERTY LINE
		RIGHT-OF-WAY LINE
		BOUNDARY CORNER
	MB	MAIL BOX CLUSTER
		VISIBILITY EASEMENT LINE

NOTES

1. REFERENCE SHEETS 7 THROUGH 26 FOR RIGHT-OF-WAY WIDTHS.
2. ALL COMMERCIAL, MULTIFAMILY, AND SINGLE FAMILY FOR RENT DRIVEWAY LOCATIONS ARE FOR PRELIMINARY PURPOSES ONLY. FINAL DRIVEWAY LOCATIONS TO BE DETERMINED WITH THE CORRESPONDING FINAL PLAT AND CONSTRUCTION DOCUMENTS.

KEY MAP
NTS.





TYPICAL UTILITY ASIGNMENT
NTS.

BENCHMARKS

1. T.B.M. #1: "X" CUT

ELEVATION = 582.73'

2. T.B.M. #2: "X" CUT

ELEVATION = 587.12'

KFM ENGINEERING & DESIGN
1301 S. MOPAC EXPY., SUITE 150
AUSTIN, TEXAS 78746
PHONE: (512) 628-8281
WWW.KFM-LLC.COM
TBPE #: F-20821

DATE:
DESCRIPTION:
DELTA:

DATE:
DESCRIPTION:
ISSUE:

CLIENT
TAYLOR MEADOWS 712, LP

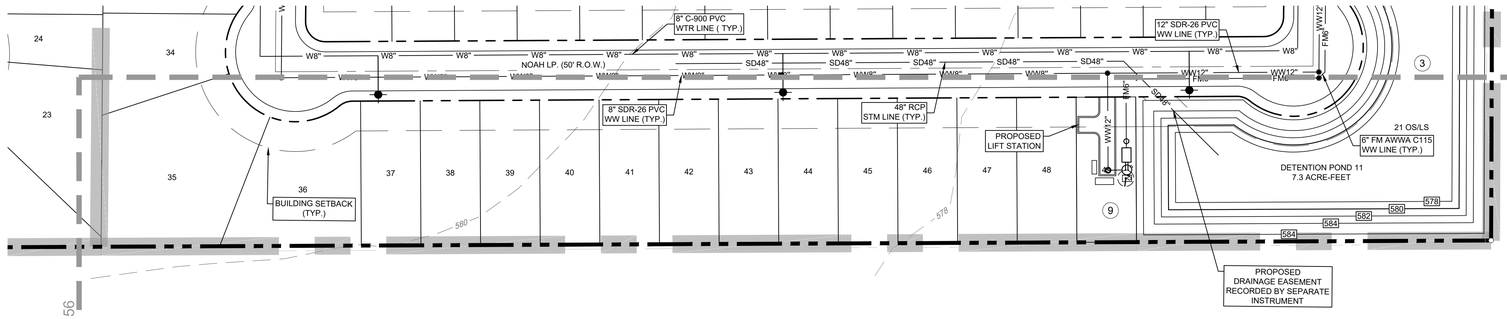
PROJECT
TAYLOR MEADOWS

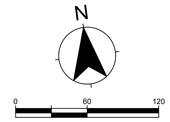
SHEET TITLE
UTILITY PLAN SEC. P

STATE OF TEXAS
BRIAN LANDRY
139447
LICENSED PROFESSIONAL ENGINEER
11/07/2024

PROJECT NUMBER: 020075008
DRAWN BY: TJH
DESIGNED BY: BL
CHECKED BY: MZ
DATE: 2023/09/12
SHEET:

p:\020075008\cad\sheets\020075008_ut05.dwg-alundy-11/7/2024 9:55 AM





SCALE: 1" = 60'

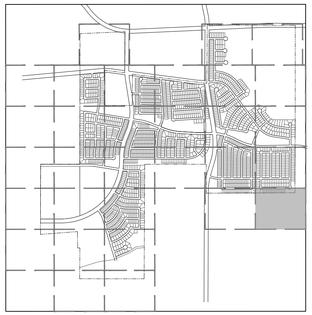
LEGEND

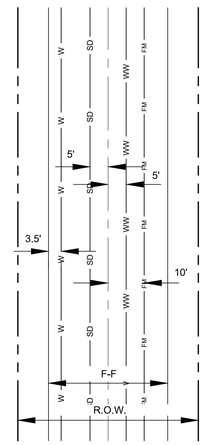
EXISTING	PROPOSED	
WW	WW	WASTEWATER LINE
		WASTEWATER MANHOLE
		FIRE HYDRANT
G	G	GAS LINE
OHW	OHW	OVERHEAD ELECTRIC
UE	UE	UNDERGROUND ELECTRIC
		POWER POLE
		STORM DRAIN MANHOLE
		STORM DRAIN HEADWALL
	WW X"	WASTEWATER LINE
	FM X"	WW FORCE MAIN
	W X"	WATER LINE
	SD X"	STORM DRAIN LINE
		SECTION LINE
		PROPERTY LINE
		RIGHT-OF-WAY LINE
		BOUNDARY CORNER
	MB	MAIL BOX CLUSTER
		VISIBILITY EASEMENT LINE

NOTES

1. REFERENCE SHEETS 7 THROUGH 26 FOR RIGHT-OF-WAY WIDTHS.
2. ALL COMMERCIAL, MULTIFAMILY, AND SINGLE FAMILY FOR RENT DRIVEWAY LOCATIONS ARE FOR PRELIMINARY PURPOSES ONLY. FINAL DRIVEWAY LOCATIONS TO BE DETERMINED WITH THE CORRESPONDING FINAL PLAT AND CONSTRUCTION DOCUMENTS.

KEY MAP
NTS.





TYPICAL UTILITY ASIGNMENT
NTS.

BENCHMARKS

1. T.B.M. #1: "X" CUT

ELEVATION = 582.73'

2. T.B.M. #2: "X" CUT

ELEVATION = 587.12'

KFM ENGINEERING & DESIGN
1301 S. MOPAC EXPY., SUITE 150
AUSTIN, TEXAS 78746
PHONE: (512) 628-8281
WWW.KFM-LLC.COM
TBPE #: F-20821

DATE:
DESCRIPTION:
DELTA:

DATE:
DESCRIPTION:
ISSUE:

CLIENT
TAYLOR MEADOWS 712, LP

PROJECT
TAYLOR MEADOWS

SHEET TITLE
UTILITY PLAN SEC. Q

STATE OF TEXAS
BRIAN LANDRY
139447
LICENSED PROFESSIONAL ENGINEER
11/07/2024

PROJECT NUMBER: 020075008
DRAWN BY: TJH
DESIGNED BY: BL
CHECKED BY: MZ
DATE: 2023/09/12
SHEET:

p:\020075008\cad\sheets\020075008_ut55.dwg-alundy-11/7/2024 9:55 AM

MATCHLINE SHEET 54

N86° 55' 37"W - 1109.20'

N00° 20' 31"E - 492.15'

N83° 29' 03"W - 65.27'

N07° 54' 28"E - 920.31'

BRUCE M JOHNS
CALLED 20.62 ACRES
INST. NO. 2002-074776
O.P.R.W.C.T.

ATLAS-14 FLOODPLAIN PER STUDY BY KFM ENGINEERING & DESIGN DATED 4/21/2023.

ATLAS-14 FLOODPLAIN PER STUDY BY KFM ENGINEERING & DESIGN DATED 4/21/2023.

SEC. B

35.08 ACRES

1

SINGLE FAMILY FOR RENT

MATCHLINE SHEET 59

PROPOSED DRAINAGE EASEMENT RECORDED BY SEPARATE INSTRUMENT

DETENTION POND 15
4.7 ACRE-FEET

SEC. C

23.55 ACRES

1

MULTI-FAMILY

N

0 60 120

SCALE: 1" = 60'

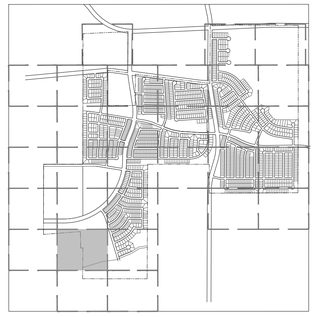
LEGEND

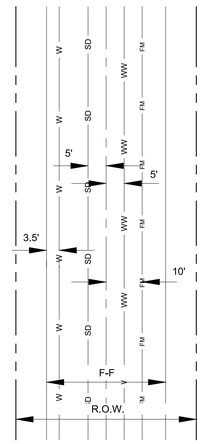
EXISTING	PROPOSED	
WW	WW	WASTEWATER LINE
		WASTEWATER MANHOLE
		FIRE HYDRANT
G	G	GAS LINE
OHW	OHW	OVERHEAD ELECTRIC
UE	UE	UNDERGROUND ELECTRIC
		POWER POLE
		STORM DRAIN MANHOLE
		STORM DRAIN HEADWALL
	WW X"	WASTEWATER LINE
	FM X"	WW FORCE MAIN
	W X"	WATER LINE
	SD X"	STORM DRAIN LINE
		SECTION LINE
		PROPERTY LINE
		RIGHT-OF-WAY LINE
		BOUNDARY CORNER
	MB	MAIL BOX CLUSTER
		VISIBILITY EASEMENT LINE

NOTES

1. REFERENCE SHEETS 7 THROUGH 26 FOR RIGHT-OF-WAY WIDTHS.
2. ALL COMMERCIAL, MULTIFAMILY, AND SINGLE FAMILY FOR RENT DRIVEWAY LOCATIONS ARE FOR PRELIMINARY PURPOSES ONLY. FINAL DRIVEWAY LOCATIONS TO BE DETERMINED WITH THE CORRESPONDING FINAL PLAT AND CONSTRUCTION DOCUMENTS.

KEY MAP
NTS.





TYPICAL UTILITY ASIGNMENT
NTS.

BENCHMARKS

1. **T.B.M. #1: "X" CUT**

   ELEVATION = 582.73'

2. **T.B.M. #2: "X" CUT**

   ELEVATION = 587.12'

KFM
ENGINEERING & DESIGN
1301 S. MOPAC EXPY., SUITE 150
AUSTIN, TEXAS 78746
PHONE: (512) 628-8281
WWW.KFM-LLC.COM
TBPE #: F-20821

DATE:
DESCRIPTION:
DELTA:

DATE:
DESCRIPTION:
ISSUE:

CLIENT
TAYLOR MEADOWS 712, LP

PROJECT
TAYLOR MEADOWS

SHEET TITLE
UTILITY PLAN SEC. B

STATE OF TEXAS
BRIAN LANDRY
139447
LICENSED
PROFESSIONAL ENGINEER
11/07/2024

PROJECT NUMBER:
020075008

DRAWN BY: TJH
DESIGNED BY: BL
CHECKED BY: MZ

DATE:
2023/09/12

SHEET:

58 OF 59

p:\020075\008\cad\sheets\020075008_ut06.dwg-akundy-11/7/2024 9:56 AM

MATCHLINE SHEET 55

MATCHLINE SHEET 58

CORK ST. (60' R.O.W.)

REIMANN ST. (50' R.O.W.)

TEELING ST. (50' R.O.W.)

24" RCP STM LINE (TYP.)

54" RCP STM LINE (TYP.)

BUILDING SETBACK (TYP.)

8" SDR-26 PVC WW LINE (TYP.)

12" SDR-26 PVC WW LINE (TYP.)

8" C-900 PVC WTR LINE (TYP.)

6" FM AWWA C115 WW LINE (TYP.)

12" C-900 PVC WTR LINE (TYP.)

PROPOSED DRAINAGE EASEMENT RECORDED BY SEPARATE INSTRUMENT

PROPOSED LIFT STATION

ATLAS-14 FLOODPLAIN PER STUDY BY KFM ENGINEERING & DESIGN DATED 4/21/2023.

DETENTION POND 05
19.4 ACRE-FEET
83 OS/LS

DETENTION POND 15
11.5 ACRE-FEET

DETENTION POND 06
6.0 ACRE-FEET

MULTI-FAMILY

SEC. C

23.55 ACRES

1

SEC. D

30 OS/LS

34 OS/LS

109.24'

N

0 60 120

SCALE: 1" = 60'

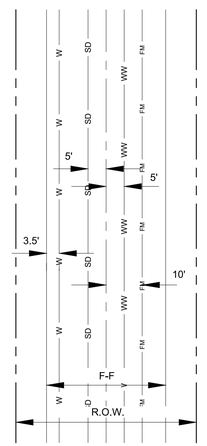
LEGEND

EXISTING	PROPOSED	
WW	WW	WASTEWATER LINE
		WASTEWATER MANHOLE
		FIRE HYDRANT
G	G	GAS LINE
OHW	OHW	OVERHEAD ELECTRIC
UE	UE	UNDERGROUND ELECTRIC
		POWER POLE
		STORM DRAIN MANHOLE
		STORM DRAIN HEADWALL
	WW X"	WASTEWATER LINE
	FM X"	WW FORCE MAIN
	W X"	WATER LINE
	SD X"	STORM DRAIN LINE
		SECTION LINE
		PROPERTY LINE
		RIGHT-OF-WAY LINE
		BOUNDARY CORNER
	MB	MAIL BOX CLUSTER
		VISIBILITY EASEMENT LINE

NOTES

1. REFERENCE SHEETS 7 THROUGH 26 FOR RIGHT-OF-WAY WIDTHS.
2. ALL COMMERCIAL, MULTIFAMILY, AND SINGLE FAMILY FOR RENT DRIVEWAY LOCATIONS ARE FOR PRELIMINARY PURPOSES ONLY. FINAL DRIVEWAY LOCATIONS TO BE DETERMINED WITH THE CORRESPONDING FINAL PLAT AND CONSTRUCTION DOCUMENTS.

KEY MAP
NTS.



TYPICAL UTILITY ASIGNMENT
NTS.

BENCHMARKS

1. **T.B.M. #1: "X" CUT**
   ELEVATION = 582.73'
2. **T.B.M. #2: "X" CUT**
   ELEVATION = 587.12'

KFM
ENGINEERING & DESIGN
1301 S. MOPAC EXPY., SUITE 150
AUSTIN, TEXAS 78746
PHONE: (512) 628-8281
WWW.KFM-LLC.COM
TBPE #: F-20821

DATE:
DESCRIPTION:
DELTA:

DATE:
DESCRIPTION:
ISSUE:

CLIENT
TAYLOR MEADOWS 712, LP

PROJECT
TAYLOR MEADOWS

SHEET TITLE
UTILITY PLAN SEC. B, C & D

STATE OF TEXAS
BRIAN LANDRY
139447
LICENSED
PROFESSIONAL ENGINEER
Brian Landry
11/07/2024

PROJECT NUMBER:
020075008

DRAWN BY: TJH
DESIGNED BY: BL
CHECKED BY: MZ

DATE:
2023/09/12

SHEET:

59 OF 59

p:\020075\008\cad\sheets\020075008_ut06.dwg-aaundy-11/7/2024 9:56 AM

Commissioners Court - Regular Session **40.**

Meeting Date: 11/19/2024

CR 110 N Correction to Agenda Language

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action acknowledging a correction to the agenda language on a Resolution for Condemnation previously approved by the Commissioners Court on 5/21/24 Item # 41 whereas the name referenced on the agenda incorrectly listed the owner as ATC 313 Pro, LLC. The correct name of the owner of the property is ATX 313 Pro, LLC.

Background

Missing Custom Expenditures Program, please contact Destiny Software

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	11/14/2024 12:13 PM
Form Started By: Charlie Crossfield		Started On: 11/13/2024 03:59 PM
Final Approval Date: 11/14/2024		

Commissioners Court - Regular Session **41.**

Meeting Date: 11/19/2024

Indigent/Abandoned Burial

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

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Order for Interment

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Becky Pruitt	11/07/2024 09:00 AM
Form Started By: Andrea Schiele		Started On: 11/06/2024 10:16 AM
Final Approval Date: 11/07/2024		

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

ORDER OF COMMISSIONERS COURT
OF WILLIAMSON COUNTY, TEXAS
AUTHORIZING INTERMENT
OF DECEDENT'S REMAINS
(Ensel Maclare-Urgelles)

Pursuant to the Laws and Rules of the State of Texas, the Texas Health & Safety Code, Chapter 711, Section 711.002(e), and the common law granting the County authority to regulate the public health and safety, the Commissioners Court of Williamson County finds that:

Ensel Maclare-Urgelles (SSN xxx-xx-8632) passed away on May 27, 2024, at the age of 48, at a hospital located in Williamson County, Texas.

The Court also finds that there has been an investigation to obtain information regarding next of kin and the ability to pay for interment expense. However, all attempts to contact any known next of kin of the deceased's family have failed to identify any responsible or known next of kin with the ability to pay for necessary expenses. In the facts presented in this case, the deceased's body has either become abandoned or those with the ability to pay are unable to do so.

The Court finds that this case involves either an abandoned body or is qualified for indigent burial; therefore, the duty to cover the costs of interment falls to Williamson County.

IT IS THEREFORE ORDERED THAT the deceased body shall be interred (*i.e.*, permanent disposition of remains by entombment, burial, or placement in a niche).

IT IS FURTHER ORDERED THAT costs of cremation of the deceased be paid by Williamson County, Texas in accordance with its policies and regulations and that Beck Funeral Home is granted authority to cremate the deceased.

Signed and entered this ____ day of November 2024.

_____
Hon. Bill Gravell
Williamson County Judge

Commissioners Court - Regular Session **42.**

Meeting Date: 11/19/2024

Indigent/Abandoned Burial

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

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Order for Interment

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Becky Pruitt	11/08/2024 10:08 AM
Form Started By: Andrea Schiele		Started On: 11/07/2024 02:23 PM
Final Approval Date: 11/08/2024		

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

ORDER OF COMMISSIONERS COURT
OF WILLIAMSON COUNTY, TEXAS
AUTHORIZING INTERMENT
OF DECEDENT'S REMAINS
(Eric Lee Stetzel)

Pursuant to the Laws and Rules of the State of Texas, the Texas Health & Safety Code, Chapter 711, Section 711.002(e), and the common law granting the County authority to regulate the public health and safety, the Commissioners Court of Williamson County finds that:

Eric Lee Stetzel (SSN xxx-xx-1804) passed away on October 22, 2024, at the age of 53, at his residence located in Leander, Williamson County, Texas.

The Court also finds that there has been an investigation to obtain information regarding next of kin and the ability to pay for interment expense. However, all attempts to contact any known next of kin of the deceased's family have failed to identify any responsible or known next of kin with the ability to pay for necessary expenses. In the facts presented in this case, the deceased's body has either become abandoned or those with the ability to pay are unable to do so.

The Court finds that this case involves either an abandoned body or is qualified for indigent burial; therefore, the duty to cover the costs of interment falls to Williamson County.

IT IS THEREFORE ORDERED THAT the deceased body shall be interred (*i.e.,* permanent disposition of remains by entombment, burial, or placement in a niche).

IT IS FURTHER ORDERED THAT costs of cremation of the deceased be paid by Williamson County, Texas in accordance with its policies and regulations and that Beck Funeral Home is granted authority to cremate the deceased.

Signed and entered this ____ day of November 2024.

_____
Hon. Bill Gravell
Williamson County Judge

Commissioners Court - Regular Session **43.**

Meeting Date: 11/19/2024

Indigent/Abandoned Burial

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

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Order for Interment

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Becky Pruitt	11/14/2024 02:45 PM
Form Started By: Andrea Schiele		Started On: 11/14/2024 02:37 PM
Final Approval Date: 11/14/2024		

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

ORDER OF COMMISSIONERS COURT
OF WILLIAMSON COUNTY, TEXAS
AUTHORIZING INTERMENT
OF DECEDENT'S REMAINS
(Evelyn R. Brown)

Pursuant to the Laws and Rules of the State of Texas, the Texas Health & Safety Code, Chapter 711, Section 711.002(e), and the common law granting the County authority to regulate the public health and safety, the Commissioners Court of Williamson County finds that:

Evelyn R. Brown (SSN xxx-xx-0492) passed away on October 4, 2024, at the age of 103, at a respite facility located in Williamson County, Texas.

The Court also finds that there has been an investigation to obtain information regarding next of kin and the ability to pay for interment expense. However, all attempts to contact any known next of kin of the deceased's family have failed to identify any responsible or known next of kin with the ability to pay for necessary expenses. In the facts presented in this case, the deceased's body has either become abandoned or those with the ability to pay are unable to do so.

The Court finds that this case involves either an abandoned body or is qualified for indigent burial; therefore, the duty to cover the costs of interment falls to Williamson County.

IT IS THEREFORE ORDERED THAT the deceased body shall be interred (*i.e.,* permanent disposition of remains by entombment, burial, or placement in a niche).

IT IS FURTHER ORDERED THAT costs of cremation of the deceased be paid by Williamson County, Texas in accordance with its policies and regulations and that Beck Funeral Home is granted authority to cremate the deceased.

Signed and entered this ____ day of November 2024.

_____
Hon. Bill Gravell
Williamson County Judge

Commissioners Court - Regular Session **44.**

Meeting Date: 11/19/2024

Interlocal Agreement with the City of Georgetown

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

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Interlocal Agreement with the City of Georgetown regarding the governmental participation in the disposition of indigent/abandoned cremains by the County pursuant to Section 711.002 of the State of Texas Health and Safety Code.

Background

Pursuant to Texas Health and Safety Code Section 694.002 Duty of Commissioners Court Concerning Disposition of Body of Deceased Paupers, the County is mandated to place the remains of a Pauper in a final resting place, the location of which is the sole authority of the County to choose.

The City of Georgetown established, in collaboration with Trevor Suggs for his Eagle Scout project, a scatter garden in July 2024, in the Independent Order of Odd Fellows (I.O.O.F.) Cemetery located at 1117 E. 7th Street, Georgetown, Texas. This agreement will allow Williamson County to scatter indigent/abandoned cremains in the scatter garden. A memorial plaque will be displayed at the scatter garden with the name, date of birth, and date of death of the deceased. The City of Georgetown will keep records of the deceased and their location and this information will be searchable from their interactive map for burials.

The Williamson County contract auditor and assistant general counsel, as well as counsel for the City of Georgetown, have reviewed and approved this agreement.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

I.O.O.F. Cemetery Map

Scatter Garden Photo

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Becky Pruitt	11/08/2024 10:11 AM
Form Started By: Andrea Schiele		Started On: 11/07/2024 02:35 PM
Final Approval Date: 11/08/2024		

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into effective this 19th day of November, 2024, by and between Williamson County, Texas (the "County") and the City of Georgetown, Texas (the "City"), political subdivisions of the State of Texas. In this Agreement, the County and the City are sometimes individually referred to as a "Party" and collectively referred to as "the Parties."

WITNESSETH:

WHEREAS, Texas 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 and for the joint use of facilities or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties; and

WHEREAS, the City established a scatter garden July 2024 in the I.O.O.F. Cemetery located at 1117 E. 7th Street, Georgetown, Texas; and

WHEREAS, the City maintains the I.O.O.F. Cemetery pursuant to Chapter 12.40 (City Cemeteries) of the City's Code of Ordinances; and

WHEREAS, the County is responsible for unclaimed remains under Section 711.002 of the State of Texas Health and Safety Code; and

WHEREAS, the County now desires to spread unclaimed cremains in the scatter garden where they will be comingled with other cremains; and

WHEREAS, the County will pay the City $50.00 for each unclaimed cremains, and, a County representative will scatter and comingle the cremains in the scatter garden, and a memorial plaque will be displayed at the scatter garden with the name, date of birth, and date of death of the deceased.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

I.
Definitions

1. The term "Scatter Garden" is a designated area in the cemetery where cremated human remains may be scattered and will be comingled with other cremated human remains where they will be unable to be recovered.

2. The term "Cremains" means the ashes of a cremated human body. The words cremains, ashes, and cremated remains are interchangeable.

3. The term "Unclaimed Cremains" relates to cremains that a person that has the right, duty,

and liability to dispose of provided by the Section 711.002 of the Texas Health and Safety Code, and if there is no person with the duty to inter and an inquest is held, the person conducting the inquest shall inter the remains; and if an inquest is not held, the county in which the death occurred shall inter the remains.

II.
Terms and Conditions

1. City's Obligations.

   a) Maintenance of Scatter Garden. Except as provided for in Section 3 below, the City will be solely responsible for maintaining the Scatter Garden and the memorial plaque.

   b) Records. The City will keep records of the deceased that will be scattered in the Scatter Garden; that being Name, Date of Birth, Date of Death, and City/State of Death.

   c) Memorial Plaque. The City shall order, obtain, and install the memorial plaque after the County has paid the required fee, provided information on the deceased, and set up an appointment to scatter the cremains. However, the City does not guarantee the plaque will be completed and installed at the time cremains are scattered. The City shall not be responsible for ordering a new plaque in the event that the information the County provided was incorrect. If such information is incorrect or another error in the plaque is discovered, the County shall be responsible for paying the price of a replacement plaque.

2. County's Obligations.

   d) Payment. The County shall pay the City $50.00 for each cremains to be scattered in the Scatter Garden, and it shall make such payment before the County scatters such cremains. Payment will be made within 30 days receipt by the Williamson County Auditor's Office.

   e) Possession of Cremains and Scattering. The County shall possess the cremains before the time for scattering, as the City will not accept the cremains in its possession. A County representative will be responsible for scattering the cremains within the boundaries of the Scatter Garden upon approval from the City of Georgetown's I.O.O.F. cemetery supervisor. The City has the right, but not the obligation, to be present before and during any scattering. Flowers may be placed only in the holders located on the memorial plaque wall. No other tokens may be left in the Scatter Garden.

   f) Information. When the County schedules the appointment to scatter cremains, the County shall provide the cemetery supervisor the deceased's name, date of birth, date of death, and city/state of death in writing via email.

   g) Appointments. The County shall make an appointment, three to five business days in advance of the scattering, for scattering the cremains with the cemetery supervisor prior to scattering cremains at the Scatter Garden. The County shall have no more

than two appointments each month for scattering cremains.

h) Laws. At all times, the County must abide by all cemetery rules and regulations, including but not limited to Chapter 12.40 of the City's Code of Ordinances. Failure to abide by the City's ordinances and the cemetery rules amounts to a default of this agreement that allows the City to terminate this agreement for cause on five days' written notice.

3. **Damage**. If the County causes any damage to the cemetery property, the County shall be solely responsible for compensating the City for the full amount of such damage within thirty days.

4. **Representations**. The County represents and warrants that its officials or employees have the legal right to scatter cremains for each deceased individual under Section 711.002(e)(2) of the Texas Health and Safety Code. In the event that the County does not have the legal right to do so, the City shall not be liable to the County or any third party. Pursuant to Section 711.002(i), the City shall not be liable for carrying out the written directions of a decedent or the directions of any person who represents that the person is entitled to control the disposition of the decedent's remains.

5. **Termination**. The City or the County may, at either Party's discretion, terminate this agreement on thirty days' written notice.

III.
Miscellaneous

1. **Severability.** The parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contradiction of any laws of the State or the United States, the parties will immediately rectify the offending portions of this Agreement. The remainder of the Agreement shall be in full force and effect.

2. **NO LIABILITY OR WARRANTY OF SERVICES.** THE PARTIES AGREE AND ACKNOWLEDGE THAT THE CITY DOES NOT ASSUME ANY LIABILITY FOR, OR WARRANT, THE SERVICES THAT A THIRD PARTY PROVIDES PURSUANT TO THIS AGREEMENT. THE COUNTY AGREES AND ACKNOWLEDGES THAT THE CITY SHALL NOT BE LIABLE FOR ANY CLAIM OR CAUSE OF ACTION THAT THE COUNTY MAY HAVE NOW OR IN THE FUTURE AGAINST ANY THIRD PARTY OR ANY DAMAGES OF ANY NATURE WHATSOEVER ALLEGEDLY SUSTAINED BY THE COUNTY, OR ANYONE HAVING A CLAIM BY, THROUGH, OR UNDER THE COUNTY, RELATED IN ANY WAY, DIRECTLY OR INDIRECTLY, WITH THE SERVICES PROVIDED BY A THIRD PARTY PURSUANT THIS AGREEMENT.

3. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties hereto, and supersedes all their oral and written negotiations, agreements and understandings of every kind. The Parties understand, agree and declare that no promise, warranty, statement or representation of any kind whatsoever, which is not expressly stated in this Agreement, has been made by any party hereto or its officers, employees or other

agents to induce execution of this Agreement.

4. **Amendments.** Any amendment of this Agreement shall be in writing and will be effective if signed by the authorized representatives of each Party.

5. **Waiver.** Lack of enforcement of any right under this Agreement by either Party shall not constitute a waiver of that right or any other in the future.

6. **Independent Relationship.** This Agreement is not a joint venture or other partnership between the parties. Each Party, 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 purpose.

7. **No Assignment.** This Agreement shall not be assigned in whole or in part by either Party.

8. **Applicable Law; Venue.** This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Williamson County, Texas.

9. **Effective Date.** This Agreement is executed to be effective on the date the last Party signs this Agreement.

10. Pursuant to Chapter 791 of the Government Code, the County shall make its payments from current revenues available to it.

Bill Gravell, Jr., County Judge
Williamson County, Texas

ATTEST:

Nancy Rister, County Clerk

Josh Schroeder, Mayor
City of Georgetown, Texas

ATTEST:

Robyn Densmore, City Secretary

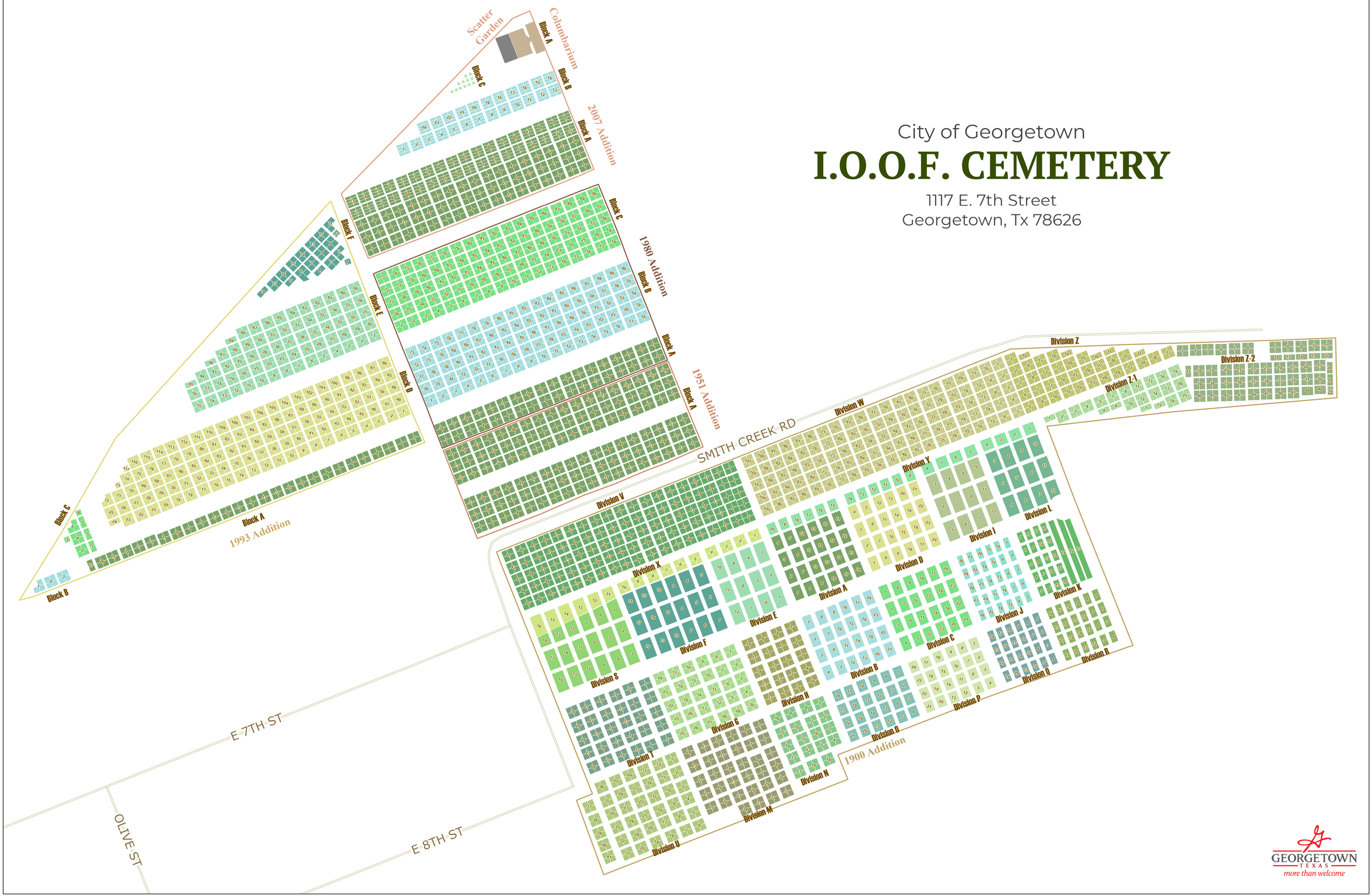
APPROVED AS TO FORM:

Skye Masson, City Attorney

City of Georgetown

I.O.O.F. CEMETERY

1117 E. 7th Street
Georgetown, Tx 78626



GEORGETOWN TEXAS
more than welcome

Commissioners Court - Regular Session **45.**

Meeting Date: 11/19/2024

Proclamation for Tree of Angels Day

Submitted By: Grace Frias, District Attorney

Department: District Attorney

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Proclamation designating December 3, 2024, Tree of Angels Day in Williamson County.

Background

Please see attached Proclamation.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Proclamation for Tree of Angels Day

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/24/2024 11:18 AM
Form Started By: Grace Frias		Started On: 10/24/2024 10:43 AM
Final Approval Date: 10/24/2024		

Williamson County Proclamation
Tree of Angels

WHEREAS, when crimes occur, society must protect not only the rights of the accused, but also the rights of the victim; and

WHEREAS, recognizing that the holiday season is a difficult time for victims and their families, the Tree of Angels has become a memorable tradition observed in Williamson County to recognize that the holiday season is a difficult time for victims and their families; and

WHEREAS, all Williamson County citizens recognize the important work of all who commit themselves to assist crime victims and their loved ones with traditions like the Tree of Angels, that reflect the kind and compassionate spirit of the holiday season and encourage us all to play a role in building a safer, more just community.

NOW THEREFORE, BE IT PROCLAIMED THAT the Commissioners Court of Williamson County, State of Texas, hereby proclaims **December 3, 2024,** as

TREE OF ANGELS DAY

And urges the citizens of Williamson County to participate in the Tree of Angels event on **Tuesday, December 3, 2024.**

PROCLAIMED this _____ day of _____, 2024.

_____

Williamson County Judge

Commissioners Court - Regular Session **46.**

Meeting Date: 11/19/2024

GIS Day 2024 Proclamation

Submitted By: Richard Semple, Information Technology

Department: Information Technology

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a proclamation and short presentation recognizing November 18-22 as Geography Awareness Week and November 20 as Geographic Information Systems (GIS) Day.

Background

The Williamson County GIS Council (WCGISC) was formed 20 years ago to help government agencies in the region share data, improve processes, and work more efficiently. This group has been continuously meeting to set standards, coordinate efforts, and conduct information-sharing meetings and GIS Day events. This year, the WCGISC hosted the GIS Day event on Wednesday, Nov 13, at the Georgetown Community Center. This event was an educational session for students from Wolf Ranch Elementary. Williamson County GIS staff are in court to give a short presentation and be recognized with the proclamation.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Proclamation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/14/2024 08:34 AM
Form Started By: Richard Semple		Started On: 11/13/2024 04:06 PM
Final Approval Date: 11/14/2024		

Proclamation

GEOGRAPHIC INFORMATION SYSTEMS DAY

WHEREAS, Geography Awareness Week is November 18–22; and

WHEREAS, National Geographic Information Systems (GIS) Day is November 20, 2024; and

WHEREAS, geography has played a defining role in the settlement, history, and cultural heritage of Williamson County; and,

WHEREAS an understanding of geographic concepts is crucial to maintaining efficient use of County resources, continued economic prosperity, and the general health and well-being of its citizens; and,

WHEREAS, the management, use, and exchange of geographic information is essential for effective decision-making by city, county, state and federal government and,

WHEREAS, computerized GIS technologies provide more efficient means of managing geographic information, and enable government to do more with limited resources; and

WHEREAS, Williamson County is committed to expanding the use of GIS and related technologies to County departments to improve operations in order to better serve its citizens.

NOW, THEREFORE, I, Bill Gravell Jr., County Judge of Williamson County, Texas, do hereby proclaim November 20, 2024, as GIS DAY.

_____

Bill Gravell Jr.
Williamson County Judge

Commissioners Court - Regular Session **47.**

Meeting Date: 11/19/2024

Proclamation Honoring Williamson County Election Heroes

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

Department: Elections

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a proclamation recognizing November 17-23, 2024 as Election Heroes Appreciation Week.

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Election Heroes Proclamation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/14/2024 12:45 PM
Form Started By: Kristine Heimerman		Started On: 11/14/2024 09:45 AM
Final Approval Date: 11/14/2024		

PROCLAMATION

PROCLAMATION HONORING WILLIAMSON COUNTY ELECTION HEROES

IN RECOGNITION OF THE ADMINISTRATION OF THE NOVEMBER 5, 2024, JOINT GENERAL AND SPECIAL ELECTIONS

WHEREAS, under the leadership of Williamson County Elections Administrator Bridgette Escobedo, the Elections Department administered a successful election and

WHEREAS, with the personal sacrifices and dedications of the Williamson County Elections Department staff who tirelessly worked to serve the voters of Williamson County and

WHEREAS, the devoted election workers who served at our countywide polling locations across Williamson County and the generous members of our community who unwaveringly donated of their own personal time to help facilitate a smooth, safe and accurate election

WHEREAS, with the continuous support of Williamson County Judge Bill Gravell, Williamson County Commissioners Court, Williamson County Sheriff's Department, Williamson County Emergency Management Department, Williamson County IT Department, Williamson County Purchasing Department, Williamson County Legal, Williamson County EMS, Williamson County Facilities Department, Williamson County Public Relations Department, Williamson County Human Resources Department, Williamson County Republican Party Chair, Williamson County Democrat Party Chair, Election volunteer workers and The League of Women Voters of Williamson County

WHEREAS, Williamson County Elections Department recognizes and commends all the Election Heros who dedicated and served long hours of service to provide the highest and most efficient level of customer service to the citizens of our County.

NOW THEREFORE BE IT PROCLAIMED, that the Commissioners Court of Williamson County, State of Texas, hereby proclaims November 17-23, 2024, as Election Heroes Appreciation Week in Williamson County Texas and encourages all citizens to join us in expressing sincere thanks and appreciation for the many long hours of outstanding service and dedication to the election process.

Passed by Commissioners Court and Signed on this date: _____

_____

Bill Gravell, County Judge
On behalf of the Williamson County Commissioners Court Members

Commissioners Court - Regular Session **48.**

Meeting Date: 11/19/2024

Canvass of election returns for the General Election held on November 5, 2024

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

Department: Elections

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action to conduct the local canvass for the General Election held on November 5, 2024.

Background

The data file for precinct results was too large to include in AgendaQuick. You may find the results by precincts at https://www.wilcotx.gov/DocumentCenter/View/13240/202411NOVEMBER---Final-Unofficial---Precinct-Results-Report

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Summary Final Unofficial Results

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/14/2024 12:57 PM
Form Started By: Bridgette Escobedo		Started On: 11/14/2024 11:11 AM
Final Approval Date: 11/14/2024		

STATISTICS

	TOTAL	Early Voting Mail	Early Voting In-Person	Election Day In-Person
Election Day Precincts Reporting	164 of 164	0	0	164
Precincts Complete	0 of 164	0	0	0
Precincts Partially Reported	164 of 164	0	0	164
Absentee/ Early Precincts Reporting	164 of 164	163	164	0
Registered Voters - Total	448,421			
Ballots Cast - Total	311,074	10,839	252,302	47,933
Ballots Cast - Blank	47	0	31	16
Voter Turnout - Total	69.37%			

President/Vice-President

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
REP Donald J. Trump/JD Vance	155,310	50.18%	3,733	126,524	25,053
DEM Kamala D. Harris/Tim Walz	147,766	47.74%	6,902	120,139	20,725
LIB Chase Oliver/Mike Ter Maat	2,546	0.82%	51	1,819	676
GRN Jill Stein/Rudolph Ware	2,541	0.82%	48	1,713	780
Write-In Totals	1,352	0.44%	33	952	367
Write-In: Uncertified	1,046	0.34%	22	752	272
Write-In: Peter Sonski/Lauren Onak	171	0.06%	7	109	55
Write-In: Claudia De La Cruz/Karina Garcia	82	0.03%	1	57	24
Write-In: Cornel West/Melina Abdullah	41	0.01%	2	26	13
Write-In: Shiva Ayyadurai/Crystal Ellis	9	0.00%	0	7	2
Write-In: Cherunda Fox/Harlan McVay	2	0.00%	0	1	1
Write-In: Jessie Cuellar/Wesley Lasley	1	0.00%	1	0	0
Not Assigned	0	0.00%	0	0	0
Total Votes Cast	309,515	100.00%	10,767	251,147	47,601
Overvotes	13		7	6	0
Undervotes	1,546		65	1,149	332
Contest Totals	311,074		10,839	252,302	47,933

U.S. Senator

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
REP Ted Cruz	146,451	47.83%	3,752	120,899	21,800
DEM Colin Allred	151,076	49.34%	6,797	122,219	22,060
LIB Ted Brown	8,409	2.75%	157	5,660	2,592
Write-In Totals	245	0.08%	9	148	88
Write-In: Uncertified	136	0.04%	2	87	47
Write-In: Analisa Roche	78	0.03%	4	43	31
Write-In: Tracy Andrus	31	0.01%	3	18	10
Not Assigned	0	0.00%	0	0	0
Total Votes Cast	306,181	100.00%	10,715	248,926	46,540
Overvotes	5		2	3	0
Undervotes	4,888		122	3,373	1,393
Contest Totals	311,074		10,839	252,302	47,933

U.S. Representative, District 10

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
REP Michael T. McCaul	8,960	43.35%	297	7,427	1,236
DEM Theresa Boisseau	11,143	53.91%	582	9,415	1,146
LIB Jeff Miller	567	2.74%	4	405	158
Total Votes Cast	20,670	100.00%	883	17,247	2,540
Overvotes	71		0	71	0
Undervotes	1,510		32	1,190	288
Contest Totals	22,251		915	18,508	2,828

U.S. Representative, District 17

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
REP Pete Sessions	12,717	43.51%	342	10,023	2,352
DEM Mark Lorenzen	16,512	56.49%	672	13,099	2,741
Total Votes Cast	29,229	100.00%	1,014	23,122	5,093
Overvotes	151		1	150	0
Undervotes	3,479		46	2,671	762
Contest Totals	32,859		1,061	25,943	5,855

U.S. Representative, District 31

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
REP John Carter	122,321	57.88%	3,316	100,083	18,922
DEM Stuart Whitlow	89,028	42.12%	4,505	72,174	12,349
Total Votes Cast	211,349	100.00%	7,821	172,257	31,271
Overvotes	910		0	910	0
Undervotes	20,462		232	16,231	3,999
Contest Totals	232,721		8,053	189,398	35,270

U.S. Representative, District 37

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
REP Jenny Garcia Sharon	6,505	30.02%	148	5,094	1,263
DEM Lloyd Doggett	14,510	66.96%	629	11,746	2,135
LIB Girish Altekar	656	3.03%	8	451	197
Total Votes Cast	21,671	100.00%	785	17,291	3,595
Overvotes	78		0	78	0
Undervotes	1,494		25	1,084	385
Contest Totals	23,243		810	18,453	3,980

Railroad Commissioner

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
REP Christi Craddick	150,449	50.66%	3,807	124,077	22,565
DEM Katherine Culbert	129,858	43.73%	5,787	106,614	17,457
LIB Hawk Dunlap	9,566	3.22%	142	6,969	2,455
GRN Eddie Espinoza	6,924	2.33%	133	4,900	1,891
Write-In Totals	177	0.06%	4	104	69
Write-In: Uncertified	111	0.04%	2	69	40
Write-In: Richard McKibbin	66	0.02%	2	35	29
Not Assigned	0	0.00%	0	0	0
Total Votes Cast	296,974	100.00%	9,873	242,664	44,437
Overvotes	6		1	5	0
Undervotes	13,643		515	9,633	3,495
Contest Totals	310,623		10,389	252,302	47,932

Justice, Supreme Court, Place 2

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
REP Jimmy Blacklock	151,735	52.59%	3,896	124,453	23,386
DEM Dasean Jones	136,806	47.41%	5,998	111,272	19,536
Total Votes Cast	288,541	100.00%	9,894	235,725	42,922
Overvotes	2		1	1	0
Undervotes	22,080		494	16,576	5,010
Contest Totals	310,623		10,389	252,302	47,932

Justice, Supreme Court, Place 4

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
REP John Devine	153,285	52.19%	3,768	126,101	23,416
DEM Christine Vinh Weems	140,420	47.81%	6,047	114,358	20,015
Total Votes Cast	293,705	100.00%	9,815	240,459	43,431
Overvotes	1		0	1	0
Undervotes	16,917		574	11,842	4,501
Contest Totals	310,623		10,389	252,302	47,932

Justice, Supreme Court, Place 6

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
REP Jane Bland	148,124	50.79%	3,855	122,372	21,897
DEM Bonnie Lee Goldstein	132,269	45.35%	5,860	108,308	18,101
LIB J. David Roberson	11,245	3.86%	160	7,979	3,106
Total Votes Cast	291,638	100.00%	9,875	238,659	43,104
Overvotes	1		0	1	0
Undervotes	18,984		514	13,642	4,828
Contest Totals	310,623		10,389	252,302	47,932

Presiding Judge, Court of Criminal Appeals

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
REP David J. Schenck	153,487	52.75%	3,859	126,279	23,349
DEM Holly Taylor	137,503	47.25%	5,975	112,106	19,422
Total Votes Cast	290,990	100.00%	9,834	238,385	42,771
Overvotes	2		1	1	0
Undervotes	19,631		554	13,916	5,161
Contest Totals	310,623		10,389	252,302	47,932

Judge, Court of Criminal Appeals, Place 7

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
REP Gina Parker	155,243	53.14%	3,854	127,546	23,843
DEM Nancy Mulder	136,898	46.86%	5,946	111,767	19,185
Total Votes Cast	292,141	100.00%	9,800	239,313	43,028
Overvotes	3		1	2	0
Undervotes	18,479		588	12,987	4,904
Contest Totals	310,623		10,389	252,302	47,932

Judge, Court of Criminal Appeals, Place 8

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
REP Lee Finley	154,915	53.48%	3,890	127,283	23,742
DEM Chika Anyiam	134,758	46.52%	5,872	110,149	18,737
Total Votes Cast	289,673	100.00%	9,762	237,432	42,479
Overvotes	3		1	2	0
Undervotes	20,947		626	14,868	5,453
Contest Totals	310,623		10,389	252,302	47,932

Member, State Board of Education, District 10

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
REP Tom Maynard	142,896	54.65%	3,689	117,597	21,610
DEM Raquel Saenz Ortiz	118,586	45.35%	5,235	96,517	16,834
Total Votes Cast	261,482	100.00%	8,924	214,114	38,444
Overvotes	1,108		0	1,108	0
Undervotes	17,100		486	12,153	4,461
Contest Totals	279,690		9,410	227,375	42,905

State Representative, District 20

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
REP Terry M. Wilson	64,086	59.76%	2,071	53,508	8,507
DEM Stephen M. Wyman	43,148	40.24%	2,506	35,188	5,454
Total Votes Cast	107,234	100.00%	4,577	88,696	13,961
Overvotes	427		2	425	0
Undervotes	6,436		238	4,599	1,599
Contest Totals	114,097		4,817	93,720	15,560

State Representative, District 52

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
REP Caroline Harris Davila	62,830	56.24%	1,205	50,971	10,654
DEM Jennie Birkholz	48,884	43.76%	1,754	39,881	7,249
Total Votes Cast	111,714	100.00%	2,959	90,852	17,903
Overvotes	507		0	507	0
Undervotes	5,874		148	4,015	1,711
Contest Totals	118,095		3,107	95,374	19,614

State Representative, District 136

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
REP Amin Salahuddin	27,665	37.98%	593	22,161	4,911
DEM John H. Bucy III	45,185	62.02%	1,714	37,021	6,450
Total Votes Cast	72,850	100.00%	2,307	59,182	11,361
Overvotes	361		0	361	0
Undervotes	5,220		158	3,665	1,397
Contest Totals	78,431		2,465	63,208	12,758

Justice, 3rd Court of Appeals District, Place 2

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
REP John Messinger	152,508	52.67%	3,823	125,430	23,255
DEM Maggie Ellis	137,023	47.33%	5,942	111,740	19,341
Total Votes Cast	289,531	100.00%	9,765	237,170	42,596
Overvotes	593		0	593	0
Undervotes	20,499		624	14,539	5,336
Contest Totals	310,623		10,389	252,302	47,932

Justice, 3rd Court of Appeals District, Place 3

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
DEM Chari Kelly	162,924	100.00%	6,494	131,655	24,775
Total Votes Cast	162,924	100.00%	6,494	131,655	24,775
Overvotes	0		0	0	0
Undervotes	147,699		3,895	120,647	23,157
Contest Totals	310,623		10,389	252,302	47,932

Justice, 3rd Court of Appeals District, Place 5

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
DEM Karin Crump	158,444	100.00%	6,420	128,223	23,801
Total Votes Cast	158,444	100.00%	6,420	128,223	23,801
Overvotes	0		0	0	0
Undervotes	152,179		3,969	124,079	24,131
Contest Totals	310,623		10,389	252,302	47,932

Justice, 3rd Court of Appeals District, Place 6

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
DEM Gisela D. Triana	157,668	100.00%	6,417	127,567	23,684
Total Votes Cast	157,668	100.00%	6,417	127,567	23,684
Overvotes	0		0	0	0
Undervotes	152,955		3,972	124,735	24,248
Contest Totals	310,623		10,389	252,302	47,932

District Judge, 26th Judicial District

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
REP Donna King	173,784	100.00%	4,788	141,832	27,164
Total Votes Cast	173,784	100.00%	4,788	141,832	27,164
Overvotes	0		0	0	0
Undervotes	136,839		5,601	110,470	20,768
Contest Totals	310,623		10,389	252,302	47,932

District Judge, 395th Judicial District

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
REP Ryan Larson	169,535	100.00%	4,671	138,496	26,368
Total Votes Cast	169,535	100.00%	4,671	138,496	26,368
Overvotes	0		0	0	0
Undervotes	141,088		5,718	113,806	21,564
Contest Totals	310,623		10,389	252,302	47,932

District Judge, 425th Judicial District

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
REP Betsy Figer Lambeth	171,620	100.00%	4,683	140,305	26,632
Total Votes Cast	171,620	100.00%	4,683	140,305	26,632
Overvotes	0		0	0	0
Undervotes	139,003		5,706	111,997	21,300
Contest Totals	310,623		10,389	252,302	47,932

District Judge, 480th Judicial District

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
REP Scott K. Field	169,081	100.00%	4,628	138,138	26,315
Total Votes Cast	169,081	100.00%	4,628	138,138	26,315
Overvotes	0		0	0	0
Undervotes	141,542		5,761	114,164	21,617
Contest Totals	310,623		10,389	252,302	47,932

District Attorney, 26th Judicial District

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
REP Shawn Dick	169,877	100.00%	4,713	138,908	26,256
Total Votes Cast	169,877	100.00%	4,713	138,908	26,256
Overvotes	0		0	0	0
Undervotes	140,746		5,676	113,394	21,676
Contest Totals	310,623		10,389	252,302	47,932

County Court at Law No. 5

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
REP Will Ward	171,082	100.00%	4,664	139,878	26,540
Total Votes Cast	171,082	100.00%	4,664	139,878	26,540
Overvotes	0		0	0	0
Undervotes	139,541		5,725	112,424	21,392
Contest Totals	310,623		10,389	252,302	47,932

County Attorney

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
REP Dee Hobbs	151,359	53.23%	3,915	124,582	22,862
DEM Amy Lyn Lefkowitz	132,978	46.77%	5,786	108,675	18,517
Total Votes Cast	284,337	100.00%	9,701	233,257	41,379
Overvotes	1,318		7	1,311	0
Undervotes	24,968		681	17,734	6,553
Contest Totals	310,623		10,389	252,302	47,932

Sheriff

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
REP Matthew Lindemann	150,586	52.11%	3,813	123,807	22,966
DEM Mike Gleason	138,404	47.89%	6,020	112,938	19,446
Total Votes Cast	288,990	100.00%	9,833	236,745	42,412
Overvotes	1,327		3	1,324	0
Undervotes	20,306		553	14,233	5,520
Contest Totals	310,623		10,389	252,302	47,932

County Tax Assessor-Collector

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
REP Larry Gaddes	175,865	100.00%	5,151	143,769	26,945
Total Votes Cast	175,865	100.00%	5,151	143,769	26,945
Overvotes	0		0	0	0
Undervotes	134,758		5,238	108,533	20,987
Contest Totals	310,623		10,389	252,302	47,932

County Commissioner, Precinct 1

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
DEM Terry Cook	35,556	100.00%	1,320	28,469	5,767
Total Votes Cast	35,556	100.00%	1,320	28,469	5,767
Overvotes	0		0	0	0
Undervotes	22,584		570	17,547	4,467
Contest Totals	58,140		1,890	46,016	10,234

County Commissioner, Precinct 3

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
REP Valerie Covey	51,415	76.77%	2,156	43,641	5,618
LIB Wes Benedict	15,562	23.23%	841	12,600	2,121
Total Votes Cast	66,977	100.00%	2,997	56,241	7,739
Overvotes	354		3	351	0
Undervotes	21,003		1,297	17,005	2,701
Contest Totals	88,334		4,297	73,597	10,440

County Constable, Precinct 1

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
REP Vinnie Cherrone	19,647	37.42%	466	15,486	3,695
DEM Mickey Chance	32,855	62.58%	1,251	26,552	5,052
Total Votes Cast	52,502	100.00%	1,717	42,038	8,747
Overvotes	326		0	326	0
Undervotes	5,312		173	3,652	1,487
Contest Totals	58,140		1,890	46,016	10,234

County Constable, Precinct 2

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
REP Jeff Anderson	48,941	100.00%	1,093	39,810	8,038
Total Votes Cast	48,941	100.00%	1,093	39,810	8,038
Overvotes	0		0	0	0
Undervotes	35,897		1,168	29,065	5,664
Contest Totals	84,838		2,261	68,875	13,702

County Constable, Precinct 3

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
REP Kevin Wilkie	53,487	100.00%	2,061	45,137	6,289
Total Votes Cast	53,487	100.00%	2,061	45,137	6,289
Overvotes	0		0	0	0
Undervotes	34,847		2,236	28,460	4,151
Contest Totals	88,334		4,297	73,597	10,440

County Constable, Precinct 4

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
REP Paul L. Leal	41,447	56.42%	760	33,618	7,069
DEM Kenneth Guerrero	32,017	43.58%	1,049	26,097	4,871
Total Votes Cast	73,464	100.00%	1,809	59,715	11,940
Overvotes	367		0	367	0
Undervotes	5,480		132	3,732	1,616
Contest Totals	79,311		1,941	63,814	13,556

ACC District, Board of Trustees, Place 7

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
Sherri Lynn Taylor	51,710	56.04%	1,436	41,490	8,784
Cole Wilson	40,561	43.96%	1,731	33,577	5,253
Total Votes Cast	92,271	100.00%	3,167	75,067	14,037
Overvotes	428		1	427	0
Undervotes	81,897		2,240	66,167	13,490
Contest Totals	174,596		5,408	141,661	27,527

ACC District, Board of Trustees, Place 8

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
Stephanie Gharakhanian	64,303	100.00%	2,126	51,711	10,466
Total Votes Cast	64,303	100.00%	2,126	51,711	10,466
Overvotes	0		0	0	0
Undervotes	110,293		3,282	89,950	17,061
Contest Totals	174,596		5,408	141,661	27,527

ACC District, Board of Trustees, Place 9

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
Joe Sefton	31,280	36.73%	918	25,159	5,203
Julie Ann Nitsch	53,889	63.27%	1,984	43,934	7,971
Total Votes Cast	85,169	100.00%	2,902	69,093	13,174
Overvotes	420		1	419	0
Undervotes	89,007		2,505	72,149	14,353
Contest Totals	174,596		5,408	141,661	27,527

City of Austin, Mayor

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
Carmen D. Llanes Pulido	2,463	15.06%	62	1,867	534
Jeffery L. Bowen	2,294	14.02%	62	1,874	358
Doug Greco	1,072	6.55%	37	835	200
Kirk Watson	8,015	48.99%	334	6,764	917
Kathie Tovo	2,515	15.37%	85	2,058	372
Total Votes Cast	16,359	100.00%	580	13,398	2,381
Overvotes	87		0	87	0
Undervotes	5,917		125	4,435	1,357
Contest Totals	22,363		705	17,920	3,738

City of Austin, City Council, District 6

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
Krista Laine	7,778	51.11%	285	6,487	1,006
Mackenzie Kelly	7,440	48.89%	233	6,038	1,169
Total Votes Cast	15,218	100.00%	518	12,525	2,175
Overvotes	107		0	107	0
Undervotes	7,038		187	5,288	1,563
Contest Totals	22,363		705	17,920	3,738

City of Jarrell, Mayor

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
Thomas Hertel	226	20.42%	1	173	52
Patrick Sherek	713	64.41%	12	575	126
Daniel Islas	60	5.42%	1	41	18
Shailey Tripp	108	9.76%	7	74	27
Total Votes Cast	1,107	100.00%	21	863	223
Overvotes	8		0	8	0
Undervotes	295		2	220	73
Contest Totals	1,410		23	1,091	296

City of Jarrell, Alderman Place 1

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
Daniel Klepac	729	100.00%	17	572	140
Total Votes Cast	729	100.00%	17	572	140
Overvotes	0		0	0	0
Undervotes	681		6	519	156
Contest Totals	1,410		23	1,091	296

City of Jarrell, Alderman Place 2

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
Lori Allen	860	74.20%	18	678	164
Jeff Seidel	299	25.80%	1	233	65
Total Votes Cast	1,159	100.00%	19	911	229
Overvotes	8		0	8	0
Undervotes	243		4	172	67
Contest Totals	1,410		23	1,091	296

City of Jarrell, Proposition A

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
For	1,007	79.35%	20	791	196
Against	262	20.65%	3	201	58
Total Votes Cast	1,269	100.00%	23	992	254
Overvotes	8		0	8	0
Undervotes	133		0	91	42
Contest Totals	1,410		23	1,091	296

The City of Liberty Hill, Proposition A

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
For	1,422	68.86%	25	1,102	295
Against	643	31.14%	8	509	126
Total Votes Cast	2,065	100.00%	33	1,611	421
Overvotes	19		0	19	0
Undervotes	609		10	441	158
Contest Totals	2,693		43	2,071	579

City of Pflugerville, Council Member, Place 3

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
Kimberly Holiday	34	100.00%	1	24	9
Total Votes Cast	34	100.00%	1	24	9
Overvotes	0		0	0	0
Undervotes	35		1	30	4
Contest Totals	69		2	54	13

City of Pflugerville, Council Member, Place 5

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
Jim McDonald	14	31.11%	0	11	3
Melody Ryan	31	68.89%	1	23	7
Total Votes Cast	45	100.00%	1	34	10
Overvotes	0		0	0	0
Undervotes	24		1	20	3
Contest Totals	69		2	54	13

Coupland ISD, Proposition A

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
For	281	43.57%	5	205	71
Against	364	56.43%	10	257	97
Total Votes Cast	645	100.00%	15	462	168
Overvotes	0		0	0	0
Undervotes	23		1	12	10
Contest Totals	668		16	474	178

Leander ISD, Board of Trustees, Place 3

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
Jim Sneeringer	24,380	49.29%	604	20,057	3,719
Nekosi Nelson	25,083	50.71%	920	20,760	3,403
Total Votes Cast	49,463	100.00%	1,524	40,817	7,122
Overvotes	192		0	192	0
Undervotes	25,224		717	19,934	4,573
Contest Totals	74,879		2,241	60,943	11,695

Leander ISD, Board of Trustees, Place 4

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
Brandi Burkman	19,837	39.51%	460	16,567	2,810
Anna Smith	24,269	48.33%	870	19,975	3,424
Zach Zayner	6,107	12.16%	205	4,874	1,028
Total Votes Cast	50,213	100.00%	1,535	41,416	7,262
Overvotes	194		1	193	0
Undervotes	24,472		705	19,334	4,433
Contest Totals	74,879		2,241	60,943	11,695

Leander ISD, Board of Trustees, Place 5

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
Sade Fashokun	27,104	54.75%	936	22,389	3,779
Gerald Prater	22,398	45.25%	576	18,514	3,308
Total Votes Cast	49,502	100.00%	1,512	40,903	7,087
Overvotes	187		0	187	0
Undervotes	25,190		729	19,853	4,608
Contest Totals	74,879		2,241	60,943	11,695

Liberty Hill ISD, Proposition A

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
For	10,045	49.33%	204	8,163	1,678
Against	10,319	50.67%	226	8,555	1,538
Total Votes Cast	20,364	100.00%	430	16,718	3,216
Overvotes	98		0	98	0
Undervotes	1,525		69	1,113	343
Contest Totals	21,987		499	17,929	3,559

Liberty Hill ISD, Proposition B

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
For	10,691	53.37%	214	8,755	1,722
Against	9,339	46.63%	205	7,703	1,431
Total Votes Cast	20,030	100.00%	419	16,458	3,153
Overvotes	98		0	98	0
Undervotes	1,859		80	1,373	406
Contest Totals	21,987		499	17,929	3,559

Round Rock ISD, Board of Trustees, Place 1

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
Joshua Escalante	28,310	45.41%	847	22,850	4,613
Estevan Jesús (Chuy) Zárate	34,034	54.59%	1,175	28,255	4,604
Total Votes Cast	62,344	100.00%	2,022	51,105	9,217
Overvotes	382		0	382	0
Undervotes	36,991		1,145	29,231	6,615
Contest Totals	99,717		3,167	80,718	15,832

Round Rock ISD, Board of Trustees, Place 2

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
Melissa Ross	37,491	61.58%	1,279	30,928	5,284
April Guerra	23,392	38.42%	738	18,962	3,692
Total Votes Cast	60,883	100.00%	2,017	49,890	8,976
Overvotes	384		0	384	0
Undervotes	38,450		1,150	30,444	6,856
Contest Totals	99,717		3,167	80,718	15,832

Round Rock ISD, Board of Trustees, Place 7

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
Mingyuan "Michael" Wei	35,701	57.48%	1,205	29,554	4,942
Jim Steele	26,411	42.52%	835	21,409	4,167
Total Votes Cast	62,112	100.00%	2,040	50,963	9,109
Overvotes	381		0	381	0
Undervotes	37,224		1,127	29,374	6,723
Contest Totals	99,717		3,167	80,718	15,832

Round Rock ISD, Board of Trustees, Proposition A

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
For	56,081	61.36%	1,850	45,572	8,659
Against	35,317	38.64%	925	29,017	5,375
Total Votes Cast	91,398	100.00%	2,775	74,589	14,034
Overvotes	381		0	381	0
Undervotes	7,938		392	5,748	1,798
Contest Totals	99,717		3,167	80,718	15,832

Round Rock ISD, Board of Trustees, Proposition B

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
For	53,160	58.59%	1,707	43,471	7,982
Against	37,575	41.41%	1,059	30,628	5,888
Total Votes Cast	90,735	100.00%	2,766	74,099	13,870
Overvotes	385		0	385	0
Undervotes	8,597		401	6,234	1,962
Contest Totals	99,717		3,167	80,718	15,832

Round Rock ISD, Board of Trustees, Proposition C

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
For	49,845	55.01%	1,555	40,683	7,607
Against	40,763	44.99%	1,201	33,322	6,240
Total Votes Cast	90,608	100.00%	2,756	74,005	13,847
Overvotes	386		0	386	0
Undervotes	8,723		411	6,327	1,985
Contest Totals	99,717		3,167	80,718	15,832

Round Rock ISD, Board of Trustees, Proposition D

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
For	39,717	43.74%	1,172	32,286	6,259
Against	51,081	56.26%	1,580	41,841	7,660
Total Votes Cast	90,798	100.00%	2,752	74,127	13,919
Overvotes	381		0	381	0
Undervotes	8,538		415	6,210	1,913
Contest Totals	99,717		3,167	80,718	15,832

Williamson County ESD No. 3, Proposition A

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
For	14,172	71.09%	268	11,386	2,518
Against	5,763	28.91%	100	4,693	970
Total Votes Cast	19,935	100.00%	368	16,079	3,488
Overvotes	151		0	151	0
Undervotes	2,151		36	1,634	481
Contest Totals	22,237		404	17,864	3,969

Williamson County ESD No. 8, Proposition B

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
For	7,799	56.18%	273	6,691	835
Against	6,082	43.82%	223	5,169	690
Total Votes Cast	13,881	100.00%	496	11,860	1,525
Overvotes	44		0	44	0
Undervotes	1,200		56	925	219
Contest Totals	15,125		552	12,829	1,744

Atlas Ranch MUD No. 1, Director Election

Vote For 5

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
Gabe Ellisor	1	16.67%	0	1	0
Jennifer Franklin	1	16.67%	0	1	0
Dustin Goss	1	16.67%	0	1	0
Morgan McLaughlin	2	33.33%	0	2	0
Evon Onusic	1	16.67%	0	1	0
Total Votes Cast	6	100.00%	0	6	0
Overvotes	0		0	0	0
Undervotes	4		0	4	0
Contest Totals	10		0	10	0

Atlas Ranch MUD No. 1, Proposition A

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
For	2	100.00%	0	2	0
Against	0	0.00%	0	0	0
Total Votes Cast	2	100.00%	0	2	0
Overvotes	0		0	0	0
Undervotes	0		0	0	0
Contest Totals	2		0	2	0

Atlas Ranch MUD No. 1, Proposition B

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
For	2	100.00%	0	2	0
Against	0	0.00%	0	0	0
Total Votes Cast	2	100.00%	0	2	0
Overvotes	0		0	0	0
Undervotes	0		0	0	0
Contest Totals	2		0	2	0

Atlas Ranch MUD No. 1, Proposition C

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
For	2	100.00%	0	2	0
Against	0	0.00%	0	0	0
Total Votes Cast	2	100.00%	0	2	0
Overvotes	0		0	0	0
Undervotes	0		0	0	0
Contest Totals	2		0	2	0

Atlas Ranch MUD No. 1, Proposition D

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
For	2	100.00%	0	2	0
Against	0	0.00%	0	0	0
Total Votes Cast	2	100.00%	0	2	0
Overvotes	0		0	0	0
Undervotes	0		0	0	0
Contest Totals	2		0	2	0

Atlas Ranch MUD No. 1, Proposition E

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
For	2	100.00%	0	2	0
Against	0	0.00%	0	0	0
Total Votes Cast	2	100.00%	0	2	0
Overvotes	0		0	0	0
Undervotes	0		0	0	0
Contest Totals	2		0	2	0

Atlas Ranch MUD No. 1, Proposition F

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
For	2	100.00%	0	2	0
Against	0	0.00%	0	0	0
Total Votes Cast	2	100.00%	0	2	0
Overvotes	0		0	0	0
Undervotes	0		0	0	0
Contest Totals	2		0	2	0

Atlas Ranch MUD No. 1, Proposition G

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
For	2	100.00%	0	2	0
Against	0	0.00%	0	0	0
Total Votes Cast	2	100.00%	0	2	0
Overvotes	0		0	0	0
Undervotes	0		0	0	0
Contest Totals	2		0	2	0

Highlands at Mayfield Ranch MUD, Director, Place 2

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
Carl Highsmith	949	100.00%	16	803	130
Total Votes Cast	949	100.00%	16	803	130
Overvotes	0		0	0	0
Undervotes	566		23	454	89
Contest Totals	1,515		39	1,257	219

Highlands at Mayfield Ranch MUD, Director, Place 4

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
Bari Fennell	813	86.12%	12	688	113
Write-In Totals	131	13.88%	12	108	11
Write-In: Jerome Gaillard	111	11.76%	12	95	4
Write-In: Uncertified	20	2.12%	0	13	7
Not Assigned	0	0.00%	0	0	0
Total Votes Cast	944	100.00%	24	796	124
Overvotes	5		0	5	0
Undervotes	566		15	456	95
Contest Totals	1,515		39	1,257	219

North Austin MUD No. 1, Director, Place 1

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
Rachel Beaulieu	1,845	100.00%	42	1,490	313
Total Votes Cast	1,845	100.00%	42	1,490	313
Overvotes	0		0	0	0
Undervotes	2,443		66	1,962	415
Contest Totals	4,288		108	3,452	728

North Austin MUD No. 1, Director, Place 3

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
Jo R. Jones	788	34.90%	19	638	131
Tara Iagulli	1,470	65.10%	38	1,198	234
Total Votes Cast	2,258	100.00%	57	1,836	365
Overvotes	32		0	32	0
Undervotes	1,998		51	1,584	363
Contest Totals	4,288		108	3,452	728

North Austin MUD No. 1, Director, Place 5

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
Kim Roche-Green	1,798	100.00%	44	1,446	308
Total Votes Cast	1,798	100.00%	44	1,446	308
Overvotes	0		0	0	0
Undervotes	2,490		64	2,006	420
Contest Totals	4,288		108	3,452	728

Parkside on the River MUD No. 3, Permanent Directors Election

Vote For 5

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
Reagan Hughes	1	20.00%	0	1	0
Travis Krause	1	20.00%	0	1	0
Garrett Morgan	1	20.00%	0	1	0
Bryan Moore	1	20.00%	0	1	0
Jamie Utt	1	20.00%	0	1	0
Total Votes Cast	5	100.00%	0	5	0
Overvotes	0		0	0	0
Undervotes	0		0	0	0
Contest Totals	5		0	5	0

Parkside on the River MUD No. 3, Proposition A

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
For	1	100.00%	0	1	0
Against	0	0.00%	0	0	0
Total Votes Cast	1	100.00%	0	1	0
Overvotes	0		0	0	0
Undervotes	0		0	0	0
Contest Totals	1		0	1	0

Parkside on the River MUD No. 3, Proposition B

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
For	1	100.00%	0	1	0
Against	0	0.00%	0	0	0
Total Votes Cast	1	100.00%	0	1	0
Overvotes	0		0	0	0
Undervotes	0		0	0	0
Contest Totals	1		0	1	0

Parkside on the River MUD No. 3, Proposition C

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
For	1	100.00%	0	1	0
Against	0	0.00%	0	0	0
Total Votes Cast	1	100.00%	0	1	0
Overvotes	0		0	0	0
Undervotes	0		0	0	0
Contest Totals	1		0	1	0

Parkside on the River MUD No. 3, Proposition D

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
For	1	100.00%	0	1	0
Against	0	0.00%	0	0	0
Total Votes Cast	1	100.00%	0	1	0
Overvotes	0		0	0	0
Undervotes	0		0	0	0
Contest Totals	1		0	1	0

Parkside on the River MUD No. 3, Proposition E

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
For	1	100.00%	0	1	0
Against	0	0.00%	0	0	0
Total Votes Cast	1	100.00%	0	1	0
Overvotes	0		0	0	0
Undervotes	0		0	0	0
Contest Totals	1		0	1	0

Parkside on the River MUD No. 3, Proposition F

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
For	1	100.00%	0	1	0
Against	0	0.00%	0	0	0
Total Votes Cast	1	100.00%	0	1	0
Overvotes	0		0	0	0
Undervotes	0		0	0	0
Contest Totals	1		0	1	0

Parkside on the River MUD No. 3, Proposition G

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
For	1	100.00%	0	1	0
Against	0	0.00%	0	0	0
Total Votes Cast	1	100.00%	0	1	0
Overvotes	0		0	0	0
Undervotes	0		0	0	0
Contest Totals	1		0	1	0

Vista Oaks MUD, Director, Place 1

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
David Freireich	524	61.57%	15	441	68
Steven Zipkes	327	38.43%	15	276	36
Total Votes Cast	851	100.00%	30	717	104
Overvotes	5		0	5	0
Undervotes	711		20	574	117
Contest Totals	1,567		50	1,296	221

Vista Oaks MUD, Director, Place 2

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
Heath Reed-Green	702	100.00%	22	586	94
Total Votes Cast	702	100.00%	22	586	94
Overvotes	0		0	0	0
Undervotes	865		28	710	127
Contest Totals	1,567		50	1,296	221

Wells Branch MUD, Director, Place 2

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
Moises "Moe" Solis	22	44.90%	1	19	2
Margaret McGhee-Sufke	27	55.10%	0	26	1
Total Votes Cast	49	100.00%	1	45	3
Overvotes	0		0	0	0
Undervotes	14		0	13	1
Contest Totals	63		1	58	4

Wells Branch MUD, Director, Place 4

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
Jon Klekman	34	100.00%	1	31	2
Total Votes Cast	34	100.00%	1	31	2
Overvotes	0		0	0	0
Undervotes	29		0	27	2
Contest Totals	63		1	58	4

Williamson County MUD No. 17, Permanent Directors Election

Vote For 5

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
Joel Bock	1	20.00%	0	1	0
Kelley Cloud	1	20.00%	0	1	0
Melissa Glass	1	20.00%	0	1	0
Anna Hoge	1	20.00%	0	1	0
Brian Lott	1	20.00%	0	1	0
Total Votes Cast	5	100.00%	0	5	0
Overvotes	0		0	0	0
Undervotes	0		0	0	0
Contest Totals	5		0	5	0

Williamson County MUD No. 17, Proposition A

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
For	1	100.00%	0	1	0
Against	0	0.00%	0	0	0
Total Votes Cast	1	100.00%	0	1	0
Overvotes	0		0	0	0
Undervotes	0		0	0	0
Contest Totals	1		0	1	0

Williamson County MUD No. 17, Proposition B

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
For	1	100.00%	0	1	0
Against	0	0.00%	0	0	0
Total Votes Cast	1	100.00%	0	1	0
Overvotes	0		0	0	0
Undervotes	0		0	0	0
Contest Totals	1		0	1	0

Williamson County MUD No. 17, Proposition C

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
For	1	100.00%	0	1	0
Against	0	0.00%	0	0	0
Total Votes Cast	1	100.00%	0	1	0
Overvotes	0		0	0	0
Undervotes	0		0	0	0
Contest Totals	1		0	1	0

Williamson County MUD No. 17, Proposition D

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
For	1	100.00%	0	1	0
Against	0	0.00%	0	0	0
Total Votes Cast	1	100.00%	0	1	0
Overvotes	0		0	0	0
Undervotes	0		0	0	0
Contest Totals	1		0	1	0

Williamson County MUD No. 17, Proposition E

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
For	1	100.00%	0	1	0
Against	0	0.00%	0	0	0
Total Votes Cast	1	100.00%	0	1	0
Overvotes	0		0	0	0
Undervotes	0		0	0	0
Contest Totals	1		0	1	0

Williamson County MUD No. 19D, Proposition A

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
For	1	100.00%	0	1	0
Against	0	0.00%	0	0	0
Total Votes Cast	1	100.00%	0	1	0
Overvotes	0		0	0	0
Undervotes	0		0	0	0
Contest Totals	1		0	1	0

Williamson County MUD No. 19D, Proposition B

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
For	1	100.00%	0	1	0
Against	0	0.00%	0	0	0
Total Votes Cast	1	100.00%	0	1	0
Overvotes	0		0	0	0
Undervotes	0		0	0	0
Contest Totals	1		0	1	0

Williamson County MUD No. 38, Permanent Directors Election

Vote For 5

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
Travis Hanson	2	20.00%	0	1	1
Erik Lara	2	20.00%	0	1	1
Timothy Noble	2	20.00%	0	1	1
Lorie Renegar	2	20.00%	0	1	1
Amanda Santos	2	20.00%	0	1	1
Total Votes Cast	10	100.00%	0	5	5
Overvotes	0		0	0	0
Undervotes	0		0	0	0
Contest Totals	10		0	5	5

Williamson County MUD No. 38, Proposition A

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
For	2	100.00%	0	1	1
Against	0	0.00%	0	0	0
Total Votes Cast	2	100.00%	0	1	1
Overvotes	0		0	0	0
Undervotes	0		0	0	0
Contest Totals	2		0	1	1

Williamson County MUD No. 38, Proposition B

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
For	2	100.00%	0	1	1
Against	0	0.00%	0	0	0
Total Votes Cast	2	100.00%	0	1	1
Overvotes	0		0	0	0
Undervotes	0		0	0	0
Contest Totals	2		0	1	1

Williamson County MUD No. 38, Proposition C

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
For	2	100.00%	0	1	1
Against	0	0.00%	0	0	0
Total Votes Cast	2	100.00%	0	1	1
Overvotes	0		0	0	0
Undervotes	0		0	0	0
Contest Totals	2		0	1	1

Williamson County MUD No. 38, Proposition D

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
For	2	100.00%	0	1	1
Against	0	0.00%	0	0	0
Total Votes Cast	2	100.00%	0	1	1
Overvotes	0		0	0	0
Undervotes	0		0	0	0
Contest Totals	2		0	1	1

Williamson County MUD No. 38, Proposition E

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
For	2	100.00%	0	1	1
Against	0	0.00%	0	0	0
Total Votes Cast	2	100.00%	0	1	1
Overvotes	0		0	0	0
Undervotes	0		0	0	0
Contest Totals	2		0	1	1

Williamson County MUD No. 38, Proposition F

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
For	2	100.00%	0	1	1
Against	0	0.00%	0	0	0
Total Votes Cast	2	100.00%	0	1	1
Overvotes	0		0	0	0
Undervotes	0		0	0	0
Contest Totals	2		0	1	1

Williamson County MUD No. 38, Proposition G

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
For	2	100.00%	0	1	1
Against	0	0.00%	0	0	0
Total Votes Cast	2	100.00%	0	1	1
Overvotes	0		0	0	0
Undervotes	0		0	0	0
Contest Totals	2		0	1	1

Williamson County MUD No. 39, Permanent Directors Election

Vote For 5

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
Reddy Narsi Gaddikoppula	2	20.00%	0	1	1
Praveen Kesava	2	20.00%	0	1	1
Willie Kopecky	2	20.00%	0	1	1
Murali Somarouthu	2	20.00%	0	1	1
Sachindra Sundunagunta	2	20.00%	0	1	1
Total Votes Cast	10	100.00%	0	5	5
Overvotes	0		0	0	0
Undervotes	0		0	0	0
Contest Totals	10		0	5	5

Williamson County MUD No. 39, Proposition A

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
For	2	100.00%	0	1	1
Against	0	0.00%	0	0	0
Total Votes Cast	2	100.00%	0	1	1
Overvotes	0		0	0	0
Undervotes	0		0	0	0
Contest Totals	2		0	1	1

Williamson County MUD No. 39, Proposition B

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
For	2	100.00%	0	1	1
Against	0	0.00%	0	0	0
Total Votes Cast	2	100.00%	0	1	1
Overvotes	0		0	0	0
Undervotes	0		0	0	0
Contest Totals	2		0	1	1

Williamson County MUD No. 39, Proposition C

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
For	2	100.00%	0	1	1
Against	0	0.00%	0	0	0
Total Votes Cast	2	100.00%	0	1	1
Overvotes	0		0	0	0
Undervotes	0		0	0	0
Contest Totals	2		0	1	1

Williamson County MUD No. 39, Proposition D

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
For	2	100.00%	0	1	1
Against	0	0.00%	0	0	0
Total Votes Cast	2	100.00%	0	1	1
Overvotes	0		0	0	0
Undervotes	0		0	0	0
Contest Totals	2		0	1	1

Williamson County MUD No. 39, Proposition E

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
For	2	100.00%	0	1	1
Against	0	0.00%	0	0	0
Total Votes Cast	2	100.00%	0	1	1
Overvotes	0		0	0	0
Undervotes	0		0	0	0
Contest Totals	2		0	1	1

Williamson County MUD No. 39, Proposition F

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
For	2	100.00%	0	1	1
Against	0	0.00%	0	0	0
Total Votes Cast	2	100.00%	0	1	1
Overvotes	0		0	0	0
Undervotes	0		0	0	0
Contest Totals	2		0	1	1

Williamson County MUD No. 39, Proposition G

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
For	2	100.00%	0	1	1
Against	0	0.00%	0	0	0
Total Votes Cast	2	100.00%	0	1	1
Overvotes	0		0	0	0
Undervotes	0		0	0	0
Contest Totals	2		0	1	1

Williamson County MUD No. 46, Permanent Directors Election

Vote For 5

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
David Chastain Jr.	2	20.00%	0	2	0
Eric Fineman	2	20.00%	0	2	0
Scott J. Foster	2	20.00%	0	2	0
Mollie McLean	2	20.00%	0	2	0
Nathan Quiring	2	20.00%	0	2	0
Total Votes Cast	10	100.00%	0	10	0
Overvotes	0		0	0	0
Undervotes	0		0	0	0
Contest Totals	10		0	10	0

Williamson County MUD No. 46, Proposition A

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
For	2	100.00%	0	2	0
Against	0	0.00%	0	0	0
Total Votes Cast	2	100.00%	0	2	0
Overvotes	0		0	0	0
Undervotes	0		0	0	0
Contest Totals	2		0	2	0

Williamson County MUD No. 46, Proposition B

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
For	2	100.00%	0	2	0
Against	0	0.00%	0	0	0
Total Votes Cast	2	100.00%	0	2	0
Overvotes	0		0	0	0
Undervotes	0		0	0	0
Contest Totals	2		0	2	0

Williamson County MUD No. 46, Proposition C

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
For	2	100.00%	0	2	0
Against	0	0.00%	0	0	0
Total Votes Cast	2	100.00%	0	2	0
Overvotes	0		0	0	0
Undervotes	0		0	0	0
Contest Totals	2		0	2	0

Williamson County MUD No. 46, Proposition D

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
For	2	100.00%	0	2	0
Against	0	0.00%	0	0	0
Total Votes Cast	2	100.00%	0	2	0
Overvotes	0		0	0	0
Undervotes	0		0	0	0
Contest Totals	2		0	2	0

Williamson County MUD No. 46, Proposition E

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
For	2	100.00%	0	2	0
Against	0	0.00%	0	0	0
Total Votes Cast	2	100.00%	0	2	0
Overvotes	0		0	0	0
Undervotes	0		0	0	0
Contest Totals	2		0	2	0

Williamson County MUD No. 46, Proposition F

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
For	2	100.00%	0	2	0
Against	0	0.00%	0	0	0
Total Votes Cast	2	100.00%	0	2	0
Overvotes	0		0	0	0
Undervotes	0		0	0	0
Contest Totals	2		0	2	0

Williamson County MUD No. 46, Proposition G

Vote For 1

	TOTAL	VOTE %	Early Voting Mail	Early Voting In-Person	Election Day In-Person
For	2	100.00%	0	2	0
Against	0	0.00%	0	0	0
Total Votes Cast	2	100.00%	0	2	0
Overvotes	0		0	0	0
Undervotes	0		0	0	0
Contest Totals	2		0	2	0

Commissioners Court - Regular Session **49.**

Meeting Date: 11/19/2024

Yongin City Blvd

Submitted For: Russ Boles **Submitted By:** Amalia Puentes-Zuazua, Commissioner Pct. #4

Department: Commissioner Pct. #4

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on renaming CR 401 (from 800’ east of FM 973 to FM973) "YONGIN CITY BLVD"

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

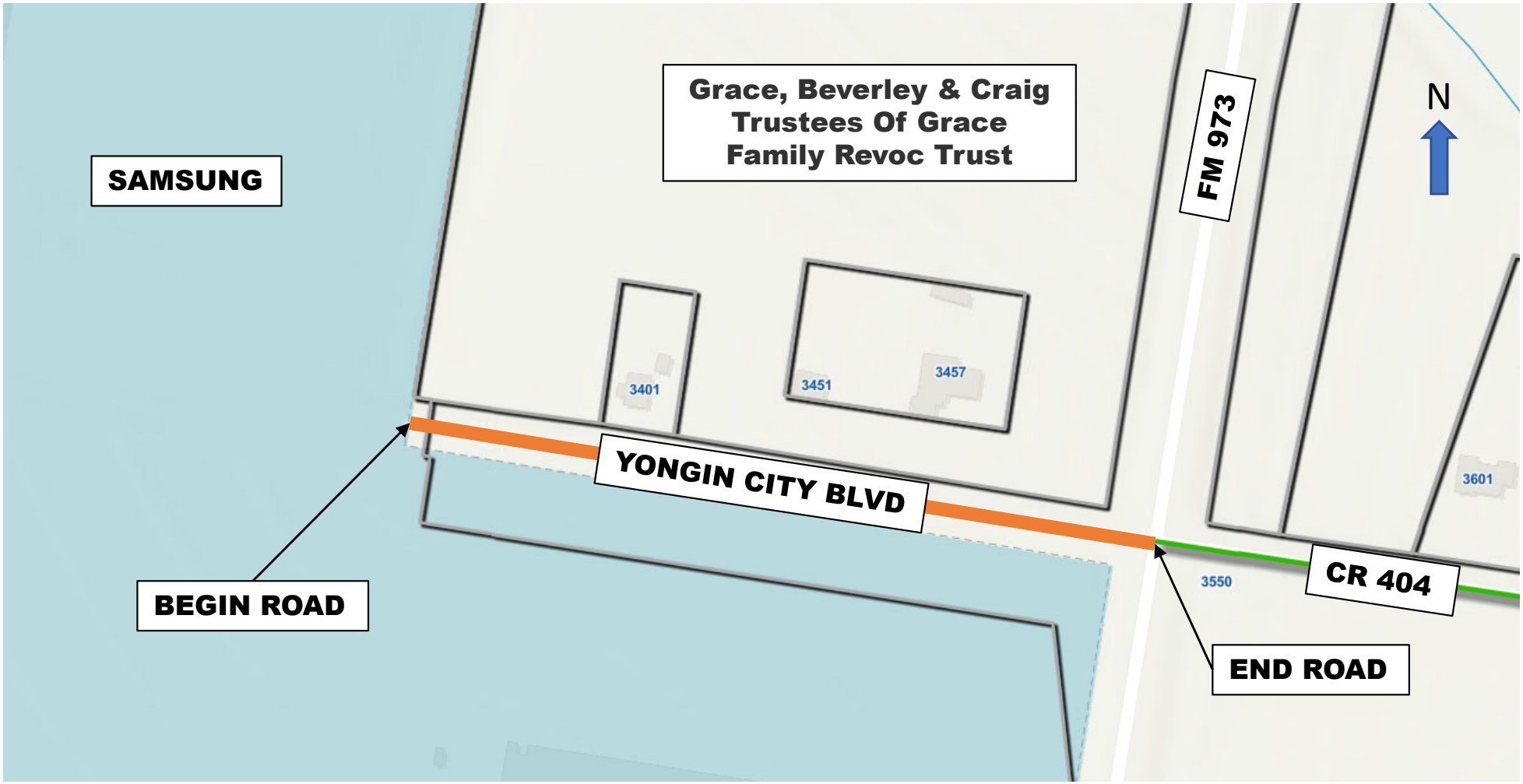
From/To	Acct No.	Description	Amount

Attachments

Yongin City Blvd

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/13/2024 03:26 PM
Form Started By: Amalia Puentes-Zuazua		Started On: 11/13/2024 01:15 PM
Final Approval Date: 11/13/2024		



BEGIN ROAD
X: -10847970.14
Y: 3572403.26
END ROAD
X: -10847672.31
Y: 3572356.06

Parcel

R019238
Owner: Grace, Beverley & Craig Trustees Of Grace Family Revoc Trust
Address: 3457 CR 404, TAYLOR, TX 76574

R019967
Owner: Grace, Beverley & Craig Trustees Of Grace Family Revoc Trust
Address: 3451 CR 404, TAYLOR, TX 76574

R019233
Owner: Grace, Beverley & Craig Trustees Of Grace Family Revoc Trust
Address: 3451 CR 404, TAYLOR, TX 76574

Mailing Address: 3457 CR 404, TAYLOR, TX 76574

Commissioners Court - Regular Session **50.**

Meeting Date: 11/19/2024

Parks Department report on Tennis operations

Submitted For: Russell Fishbeck **Submitted By:** Russell Fishbeck, Parks

Department: Parks

Agenda Category: Regular Agenda Items

Information

Agenda Item

Hear a report and update on the Tennis operations at Southwest Williamson County Regional Park.

Background

Williamson County Parks Department, Rippner Tennis, Women's Team Tennis of Austin (WTTA) and United States Tennis Association (USTA) collaborated on the proposed tennis league procedure and concur with adopting this model for the foreseeable future.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Wilco Tennis League Procedure

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/08/2024 11:05 AM
Form Started By: Russell Fishbeck		Started On: 10/30/2024 11:12 AM
Final Approval Date: 11/08/2024		

Williamson County Tennis League Procedure
Effective November 2024

1) Before each season, RippnerTennis and Williamson County will discuss demand for courts during requested league play. Based on those discussions, a number of courts will be made available and communicated to leagues. At present (November 2024), in consultation with RippnerTennis, Williamson County supports the following, which may change in the future as open play and programming demand increases:

A) Weekday

i. No less than four and up to five courts may be available to league play on weekdays (e.g., 8:00AM-3:00PM). RippnerTennis will communicate blackout periods for periodic programming (e.g., tennis camps, tournaments, clinics, etc.), which will be identified by date before each league season's deadline date. Among others, RippnerTennis uses four courts for summer camps during the summer, spring break camp, and thanksgiving break camp.

B) Weekend:

i. Three courts will be available for league play on weekend mornings (e.g., 11:00AM-2:00PM).

ii. Up to five courts may be available for league play on weekend evenings (e.g., 2:00PM-8:00PM).

2) When five courts are available for a season, two leagues will be allowed to play each weekday morning (e.g., for the 9:00AM and 11:30AM slots). If less than five courts are available, a different number of courts will be made at the direction of Williamson County and based on demand.

3) The number of courts available for league scheduling will be communicated to the leagues (via league coordinators). The leagues will be responsible for scheduling their teams during those available slots.

A) In turn, Capital Area Tennis Association (CATA) will then bill the captains (of the United States Tennis Association (USTA) and the Women's Team Tennis of Austin (WTTA) teams) for projected court usage.

B) CATA will charge the Williamson County per person rate (whatever that may be from year to year – current $4) plus up to $1 per person to cover CATA's administrative costs.

C) At the end of each season, RippnerTennis will invoice CATA for the actual court usage. Then, CATA will pay RippnerTennis the Williamson County per person rate for actual court usage (which will then be passed on to Williamson County).

4) In the event that two leagues desire the same time, the leagues should attempt to resolve those conflicts amongst each other. In the event that no resolution is reached, a league (not the team) will be selected for that time by lottery. If there are two or more conflicts, selections will alternate between the two leagues. The league coordinators are invited to be present during the lottery if desired.

5) League coordinators will have direct access to senior management to address league concerns.

A) All team leaders should contact their League coordinator or email leagues@rippnertennis.com for day-to-day issues.

6) Presently, RippnerTennis does not staff weekday mornings or weekend evenings. However, we are actively investing in this location and intend to staff those times when appropriate. When leagues are the next morning, RippnerTennis will have staff check the condition of courts the night before.

7) RippnerTennis will provide the court services stipulated by the Williamson County contract to the public. Namely, RippnerTennis provides management and reservations of the courts themselves, performs daily maintenance tasks, and reports repair or larger maintenance issues to Williamson County to be addressed, etc. These services do not include supplying water, towels, equipment, etc.

8) RippnerTennis will post a schedule of league play/reservations upon finalization.

9) Make up matches can be made by the leagues within the court times listed in 1)A) and 1)B) above. League coordinators will notify RippnerTennis of the dates and times for those reservations more than 48 hours in advance.

A) League teams may also reserve courts outside of the court times listed in 1)A) and 1)B) above using the RippnerTennis reservation system on a first-come, first-serve basis.

10) RippnerTennis will inform the league coordinators of the number of courts available for the season and blackout dates for the season by the league deadline date for each season.

Commissioners Court - Regular Session **51.**

Meeting Date: 11/19/2024

Public Hearing for Part Time Nurse Position for Juvenile Services

Submitted By: John Pelczar, Juvenile Services

Department: Juvenile Services

Agenda Category: Regular Agenda Items

Information

Agenda Item

9:30 am Conduct public hearing relating to a request from Juvenile Services to transfer the funding for a new part-time position for a Nurse from surplus salary dollars within the department budget and discuss (1) the reason for the funding transfer, including the public purpose that will be served by transferring the funding; and (2) the exact amount of the funding transfer, the sources of the payment, and the terms for distribution of the payment that effect and maintain the public purpose to be served if any excess is needed.

Background

1. The reason for the funding transfer is to approve a new part-time position with Juveniles Services budget. The department is requesting the position be funded at $25/hr, which is the same rate currently being paid to the temporary staff filling this position. The public will be well served by the role this position will play in the health and safety of our juvenile population.

2. The funding to be transferred is $46,634.90 (see detail attached) the source is within the department's approved budget, which will be paid through the normal bi-weekly payroll. No excess is needed.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

PT Nurse

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/05/2024 11:33 AM
Form Started By: John Pelczar		Started On: 11/04/2024 10:59 AM
Final Approval Date: 11/05/2024		

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date	*Amount may vary slightly due to Oracle rounding	EE Name	Approved in Court	Court Agenda Item
576- Juvenile Services		N/A	N/A	$37,700.00	**$0.00**	**$37,700.00**	**N/A**	**$37,700.00**	Reallocation of position budget to facilitate creation of new P/T position. Surplus salary from PCN 1088, 1093, 1046, and 1051 to newly created PCN.	**11/22/2024**		New P/T Position		
576- Juvenile Services	**1088**		$45,823.47	N/A	**$59,196.20**	**$45,823.47**	**$13,372.73**	N/A	Reallocation of position budget to facilitate hire as allowed by policy. Surplus salary from PCN 1088 to newly created PCN.	**11/22/2024**		Laura Blount		
576- Juvenile Services	**1093**		$61,325.71	N/A	**$73,290.16**	**$61,325.71**	**$11,964.45**	N/A	Reallocation of position budget to facilitate hire as allowed by policy. Surplus salary from PCN 1093 to newly created PCN.	**11/22/2024**		Timothy McKenna		
576- Juvenile Services	**1046**	16989	$45,823.47	N/A	**$56,534.37**	**$45,823.47**	**$10,710.90**	N/A	Reallocation of position budget to facilitate hire as allowed by policy. Surplus salary from PCN 1046 to newly created PCN.	**11/22/2024**		Robert Sasaki		
576- Juvenile Services	**1051**	17101	$41,182.98	N/A	**$51,839.83**	**$50,187.91**	**$1,651.92**	N/A	Reallocation of position budget to facilitate hire as allowed by policy. Surplus salary from PCN 1051 to newly created PCN.	**11/22/2024**		Debra Hughes		

FICA

576- Juvenile Services	**1051**	17101	$41,182.98	N/A	**$50,187.91**	**$47,303.86**	**$2,884.05**	N/A	Reallocation of position budget to facilitate hire as allowed by policy. Surplus salary from PCN 1051 to newly created PCN.	**11/22/2024**		Debra Hughes		

Retirement

576- Juvenile Services	**1051**	17101	$41,182.98	N/A	**$47,303.86**	**$41,253.01**	**$6,050.85**	N/A	Reallocation of position budget to facilitate hire as allowed by policy. Surplus salary from PCN 1051 to newly created PCN.	**11/22/2024**		Debra Hughes		

Commissioners Court - Regular Session **52.**

Meeting Date: 11/19/2024

Line Item Transfer for Juvenile Services

Submitted By: John Pelczar, Juvenile Services

Department: Juvenile Services

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Juvenile Services would like to use salary surplus funds to create a new part-time nurse position.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0576.001100	FT Salaries	46634.90
To	0100.0576.001101	PT Salaries	37700.00
To	0100.0576.002010	FICA	2884.05
To	0100.0576.002020	Retirement	6050.85

Attachments

Juv Services PT Nurse

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/05/2024 11:34 AM
Budget Office	Saira Hernandez	11/14/2024 11:50 AM
Form Started By: John Pelczar		Started On: 11/04/2024 11:02 AM
Final Approval Date: 11/14/2024		

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date	*Amount may vary slightly due to Oracle rounding	EE Name	Approved in Court	Court Agenda Item
576- Juvenile Services		N/A	N/A	$37,700.00	**$0.00**	**$37,700.00**	**N/A**	**$37,700.00**	Reallocation of position budget to facilitate creation of new P/T position. Surplus salary from PCN 1088, 1093, 1046, and 1051 to newly created PCN.	**11/22/2024**		New P/T Position		
576- Juvenile Services	**1088**		$45,823.47	N/A	**$59,196.20**	**$45,823.47**	**$13,372.73**	N/A	Reallocation of position budget to facilitate hire as allowed by policy. Surplus salary from PCN 1088 to newly created PCN.	**11/22/2024**		Laura Blount		
576- Juvenile Services	**1093**		$61,325.71	N/A	**$73,290.16**	**$61,325.71**	**$11,964.45**	N/A	Reallocation of position budget to facilitate hire as allowed by policy. Surplus salary from PCN 1093 to newly created PCN.	**11/22/2024**		Timothy McKenna		
576- Juvenile Services	**1046**	16989	$45,823.47	N/A	**$56,534.37**	**$45,823.47**	**$10,710.90**	N/A	Reallocation of position budget to facilitate hire as allowed by policy. Surplus salary from PCN 1046 to newly created PCN.	**11/22/2024**		Robert Sasaki		
576- Juvenile Services	**1051**	17101	$41,182.98	N/A	**$51,839.83**	**$50,187.91**	**$1,651.92**	N/A	Reallocation of position budget to facilitate hire as allowed by policy. Surplus salary from PCN 1051 to newly created PCN.	**11/22/2024**		Debra Hughes		

FICA

576- Juvenile Services	**1051**	17101	$41,182.98	N/A	**$50,187.91**	**$47,303.86**	**$2,884.05**	N/A	Reallocation of position budget to facilitate hire as allowed by policy. Surplus salary from PCN 1051 to newly created PCN.	**11/22/2024**		Debra Hughes		

Retirement

576- Juvenile Services	**1051**	17101	$41,182.98	N/A	**$47,303.86**	**$41,253.01**	**$6,050.85**	N/A	Reallocation of position budget to facilitate hire as allowed by policy. Surplus salary from PCN 1051 to newly created PCN.	**11/22/2024**		Debra Hughes		

Commissioners Court - Regular Session **53.**

Meeting Date: 11/19/2024

WCAD Board Offical Ballot 2024

Submitted By: Becky Pruitt, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on casting votes for the Williamson Central Appraisal District Board of Directors and authorize execution of the resolution.

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Ballot 2024

Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Becky Pruitt	11/07/2024 09:01 AM
Form Started By: Becky Pruitt		Started On: 11/07/2024 08:34 AM
Final Approval Date: 11/07/2024		

WCAD
Williamson Central Appraisal District

CEAA IAAO

"Our mission is to provide an accurate, fair and cost-effective appraisal roll while maintaining high levels of transparency and giving industry leading customer service to the consumers of our data and services."

October 28, 2024

Bill Gravell, Judge
Williamson County/RFM
710 S. Main St Suite 101
Georgetown, TX 78626-5701

Dear Judge Bill Gravell:

Attached is the official ballot listing the nominees submitted for the Board of Directors for the Williamson Central Appraisal District in accordance with Section 6.03 of the Texas Property Tax Code. You will also find attached a short biography for each nominee.

The ballot lists the total number of votes available for your unit to cast. Please note, you may distribute these votes amongst the listed candidates at your discretion.

We are required to have two members serve a one-year term. To ensure we have two members serving a one-year term, those two members with the most votes for a one-year term will be elected and should those same members also receive votes for a three-year term, those three-year votes will be added to their one-year term votes. We are required to have three members serve a three-year term. All other nominees' votes (either for one- or three-year term) will be counted and those with the three highest vote totals will be elected to a three-year term.

According to Section 6.03 of the Texas Property Tax Code each taxing unit must determine their vote by resolution and submit it to the Chief Appraiser **before December 15, 2024**.

Please note legislation from HB988 affecting Georgetown ISD, Hutto ISD, Leander ISD, Round Rock ISD and Williamson County.
Section 6.03 (k-1) of the Texas Property Tax Code:
The governing body of each taxing unit entitled to cast at least five percent of the total votes must determine its vote by resolution adopted at the ***first or second open meeting*** *of the governing body that is held* ***after the date the chief appraiser delivers the ballot*** *to the presiding officer of the governing body. The governing body* ***must submit its vote*** *to the chief appraiser* ***not later than the third day following the date the resolution is adopted****.*

If you have any questions, please feel free to call.

With Kindest Regards,

Alvin Lankford
Chief Appraiser

BOARD OF DIRECTORS ~ ENTITY APPOINTED
JON LUX, CHAIRMAN
LORA H. WEBER, VICE-CHAIRMAN
HARRY GIBBS
MICHAEL WEI
LISA BIRKMAN
LARRY GADDES

BOARD OF DIRECTORS ~ PUBLICLY ELECTED
HOPE HISLE-PIPER, SECRETARY
MIKE SANDERS
MASON MOSES

CHIEF APPRAISER Alvin Lankford alvinl@wcad.org

Williamson Central Appraisal District
Board of Directors Nominees
Official Ballot 2024

INSTRUCTION NOTE:

Indicate your vote for the candidate or candidates of your choice by placing the number of votes in the blank beside the candidate or candidates' name.

ENTITY Williamson County/RFM **NUMBER OF VOTES** 1145

NOMINEES	**1 YEAR TERM**	**3 YEAR TERM**
BIRKMAN, LISA		
GIBBS, HARRY		
LUX, JON		
WEBER, LORA		
WEI, MICHAEL		

NOMINEES	**3 YEAR TERM**
FOX, SUNNIE	
UFOMATA, ANJALICIA "ANGIE"	

ATTEST:

_____
Signature

_____
Date

RESOLUTION
OF
WILLIAMSON COUNTY COMMISSIONERS COURT

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

The Commissioners Court of Williamson County, Texas, convened at a meeting of said Court at the Williamson County Courthouse in the City of Georgetown, Texas, on the date set forth below, with the following members present, to-wit:

Bill Gravell, Jr., County Judge
Terry Cook, Commissioner, Precinct 1
Cynthia Long, Commissioner, Precinct 2
Valerie Covey, Commissioner, Precinct 3
Russ Boles, Commissioner, Precinct 4,

constituting a quorum, when among other business, the following was transacted at said meeting:

RESOLUTION DESIGNATING THE VOTES SET FORTH BELOW TO THE SPECIFIED NOMINEES FOR WILLIAMSON CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS:

Total Number of Williamson County/RFM Votes: 1145

Name of Nominee	One Year Term Number of Votes	Three Year Term Number of Votes
Lisa Birkman	_____	_____
Harry Gibbs	_____	_____
Jon Lux	_____	_____
Lora Weber	_____	_____
Michael Wei	_____	_____

Name of Nominee	Three Year Term Number of Votes
Sunnie Fox	_____
Anjalicia “Angie” Ufomata	_____

Commissioner _____ made a motion that the same be adopted. Commissioner _____seconded the motion for adoption of the resolution. The motion, carrying with it the adoption of the resolution, prevailed by the following vote:

AYES: _____
NAYS: _____
ABSTENTIONS: _____

PASSED, APPROVED and ADOPTED as of the _____ day of _____, 20___.

WILLIAMSON COUNTY

BY: _____
Bill Gravell, Jr.
County Judge
Williamson County, Texas

Commissioners Court - Regular Session **54.**

Meeting Date: 11/19/2024

New Hope Cultural Education Facilites Finance Corporation Senior Living Revenue Bonds (Superior Living Foundatior Project) Series 2024

Submitted By: Jalyn Morris, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding a resolution approving the issuance of New Hope Cultural Education Facilities Finance Corporation Senior Living revenue bonds (Superior Living Foundation Project) Series 2024 to finance the cost of certain facilities for the Superior Living Foundation Project in compliance with Section 147(f) of the Internal Revenue Code (Note: the proposed resolution approving the bonds does not create any liability for Williamson County).

Background

The Bonds are being issued to finance the cost of the acquisition of certain skilled nursing facilities, including the New Hope Manor located in Cedar Park. Section 147(f) of the Internal Revenue Code provides that a private activity bond (which is what these Bonds are considered) shall not be issued unless they have been approved by:(1) the governmental unit which issued such bond, or on behalf of which such bond was issued, and (2) generally, each governmental unit having jurisdiction over the area in which the facility financed by the proceeds of such bond is located. Item (2) is where Williamson County comes into this since the facility is located in the County that the bonds are being issued for. Further, the approval must include a public hearing following reasonable public notice of the bond issuance. This requirement is commonly known as the "TEFRA requirement" because it was originally added to the Code by the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA). Williamson County previously approved a substantially similar item on October 15, 2024, however, due to the subsequent correction of a typographical error in the original public notice for the bonds, an approval of the corrected documentation has been requested. Documentation supporting the notice and public hearing is attached. The bonds are not a liability of Williamson County.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution New Hope

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/12/2024 09:38 AM
Form Started By: Jalyn Morris		Started On: 11/11/2024 01:09 PM
Final Approval Date: 11/12/2024		

McCALL PARKHURST & HORTON

Focused on Public Finance since 1919.

November 4, 2024

VIA EMAIL DELIVERY (ctyjudge@wilco.org)
Mr. Bill Gravell Jr.
County Judge
Williamson County, Texas
710 S. Main Street, Ste. 101
Georgetown, Texas 78626

Re: Consent to financing by New Hope Cultural Education Facilities Finance Corporation for Superior Living Foundation, Inc.

Ladies and Gentlemen:

New Hope Cultural Education Facilities Finance Corporation (the "Issuer") proposes, on behalf of the Town of New Hope, Texas, to issue its bonds or notes in a maximum principal amount of $370,656,000 (the "Bonds") pursuant to the Cultural Education Facilities Finance Corporation Act, Chapter 337, Texas Local Government Code, as amended (the "Act") to provide funds to finance certain health facilities for Superior Living Foundation, Inc., a Maryland nonprofit corporation exempt from taxation under section 501(c)(3) of the Internal Revenue Code of 1986, or an affiliated entity (the "Borrower"). The proceeds of the Bonds will be used for financing the cost of the acquisition of 15 skilled nursing facilities located in Bexar, Bowie, Cass, Ellis, Harris, Harrison, Nacogdoches, Nueces, Smith, Travis and Williamson Counties in the State of Texas (the "Project"). Our firm is acting as bond counsel to the Issuer in connection with the issuance of the Bonds.

The skilled nursing facility in Williamson County is New Hope Manor located at 1623 W. New Hope Dr., Cedar Park, Texas 78613.

Because a portion of the Project is located in Williamson County, section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code") requires that the approval of Williamson County (or the highest elected official of Williamson County) be obtained to the financing by the Issuer after the holding of a public hearing. A public hearing was held on November 4, 2024, and a copy of the minutes of the public hearing is enclosed as **Exhibit A**.

For your convenience, I have enclosed as **Exhibit B** a proposed form of a consent resolution. This approval is required solely for the purposes of satisfying the requirements of the Code and to enable the Issuer to proceed with the proposed financing of the Project with Bond proceeds. **This approval in no way imposes any payment or other obligations on Williamson County in connection with the financing. Williamson County will have no liability with respect to the proposed Bonds.**

Therefore, on behalf of the Issuer and the Borrower, we respectfully request that consideration of adoption of the enclosed consent resolution be placed on the agenda for the next available meeting of Williamson County, Texas, and that the Commissioners Court approve and adopt such resolution. Upon such approval, I would also very much appreciate if you would email a scan or return an original version of the executed resolution to me at the contact information below. Please retain one copy for your file.

Please do not hesitate to contact me at (214) 754-9266 should you have any questions or comments. Thank you very much for your assistance.

Sincerely yours,

McCall, Parkhurst & Horton L.L.P.

Abraham "Abe" Benavides

AAB:la
Enclosures

Contact:
Abe Benavides
(214) 754-9266
abenavides@mphlegal.com
McCall, Parkhurst & Horton L.L.P.
717 North Harwood, Suite 900
Dallas, Texas 75201

EXHIBIT A

MINUTES OF PUBLIC HEARING

MINUTES OF PUBLIC HEARING
New Hope Cultural Education Facilities Finance Corporation

Re: New Hope Cultural Education Facilities Finance Corporation Healthcare Facilities Revenue Bonds (Superior Living Foundation Project), Series 2024

The undersigned, Abraham Benavides, designated Hearing Officer of New Hope Cultural Education Facilities Finance Corporation (the "Issuer"), the Issuer of the above referenced Bonds (the "Obligations"), called the Public Hearing of the Issuer held on Monday, November 4, 2024, to order at 8:30 a.m. CT via teleconference.

I declared that a Public Hearing, required under section 147(f) of the Internal Revenue Code of 1986 was open for purposes of discussing the Obligations and the project to be financed, refinanced or constructed with the proceeds of the Obligations (the "Project").

I declared that the required notice of the Public Hearing for the Project was published in the AUSTIN AMERICAN-STATESMAN, being a newspaper of general circulation in Travis County and Williamson County, Texas, as evidenced by an Affidavit of Publication attached hereto as Exhibit A.

I proceeded to hold the Public Hearing. No member of the public joined the teleconference for the Public Hearing and thus no comments were made or discussed about the Project or the Obligations.

After sufficient time was given for all present to make their comments with respect to the Obligations and the Project, I declared the Public Hearing closed at 8:45 a.m.

Dated: November 4, 2024

Abraham Benavides, Hearing Officer
New Hope Cultural Education Facilities
Finance Corporation

EXHIBIT A

AFFIDAVIT OF PUBLICATION

LOCALiQ
Austin
American-Statesman

PO Box 631667 Cincinnati, OH 45263-1667

AFFIDAVIT OF PUBLICATION

McCall, Parkhurst & Horton L.L
717 N Harwood ST # 900
Dallas TX 75201-6514

STATE OF TEXAS, COUNTIES OF BASTROP, BELL, BLANCO, BURNET, CALDWELL, COMAL, CORYELL, FAYETTE, GILLESPIE, GUADALUPE, HAYS, KERR, LAMPASAS, LEE, LLANO, MILAM, TRAVIS & WILLIAMSON

The Austin American Statesman, a newspaper that is generally circulated in the counties of Bastrop, Bell, Blanco, Burnet, Caldwell, Comal, Coryell, Fayette, Gillespie, Guadalupe, Hays, Kerr, Lampasas, Lee, Llano, Milam, Travis and Williamson, State of Texas, printed and published and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

ACO American Statesman 10/28/2024

and that the fees charged are legal.
Sworn to and subscribed before on 10/28/2024

Legal Clerk

Notary, State of WI, County of Brown

10-25-26

My commission expires

Publication Cost:	$1868.00		
Tax Amount:	$0.00		
Payment Cost:	$1868.00		
Order No:	10706159	# of Copies:	
Customer No:	1435884	0	
PO #:	LACO0181446		

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

RYAN SPELLER
Notary Public
State of Wisconsin

NOTICE OF PUBLIC HEARING

Notice is hereby given of a public hearing to be held by the New Hope Cultural Education Facilities Finance Corporation (the "Issuer") on November 4, 2024 at 8:30 a.m. CT via teleconference. Among items to be discussed will be a proposal for issuance by the Issuer of its bonds or notes in one or more series (the "Bonds"), pursuant to a plan of financing, in an aggregate principal amount not to exceed $370,656,000, the proceeds of which will be loaned to Superior Living Foundation, Inc., a Maryland nonprofit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Borrower"), or an affiliated entity.

The proceeds of the Bonds will be loaned to the Borrower or an affiliated entity for the following purposes (collectively, the "Project"):

(1) To finance the cost of acquisition of certain skilled nursing facilities located at 1007 S. Washington Ave., Marshall, Texas 75670, known as Marshall Manor Nursing & Rehab Center, in a maximum amount of $28,088,866.

(2) To finance the cost of acquisition of certain skilled nursing facilities located at 1623 W. New Hope Dr., Cedar Park, Texas 78613, known as New Hope Manor, in a maximum amount of $24,577,758.

(3) To finance the cost of acquisition of certain skilled nursing facilities located at 12042 Bittern Hollow, Austin, Texas 78758, known as Gracy Woods II Living Center, in a maximum amount of $30,575,901.

(4) To finance the cost of acquisition of certain skilled nursing facilities located at 1104 S. William St, Atlanta, Texas 75551, known as Golden Villa, in a maximum amount of $59,981,434.

(5) To finance the cost of acquisition of certain skilled nursing facilities located at 207 W. Merit Street, Marshall, Texas 75670, known as Marshall Manor West, in a maximum amount of $15,068,506.

(6) To finance the cost of acquisition of certain skilled nursing facilities located at 333 N. FM 95, Garrison, Texas 75946, known as Garrison Nursing Home & Rehab Center, in a maximum amount of $32,038,863.

(7) To finance the cost of acquisition of certain skilled nursing facilities located at 8861 Fulton Street, Houston, Texas 77022, known as Highland Park Rehab & Nursing Center, in a maximum amount of $28,966,644.

(8) To finance the cost of acquisition of certain skilled nursing facilities located at 12021 Metric Blvd., Austin, Texas 78758, known as Gracy Woods I Nursing Center, in a maximum amount of $14,556,470.

(9) To finance the cost of acquisition of certain skilled nursing facilities located at 2300 S. Oak Grove Rd., Ennis, Texas 75119, known as Bluebonnet Rehabilitation at Ennis, in a maximum amount of $15,375,728.

(10) To finance the cost of acquisition of certain skilled nursing facilities located at 5607 Everhart Rd., Corpus Christi, Texas 78411, known as The Palms, in a maximum amount of $22,383,315.

(11) To finance the cost of acquisition of certain skilled nursing facilities located at 9738 Westover Hills Boulevard, San Antonio, Texas 78251, known as Las Colinas, in a maximum amount of $28,088,866.

(12) To finance the cost of acquisition of certain skilled nursing facilities located at 4920 Elizabeth Street, Texarkana, Texas 75503, known as The Villa at Texarkana, in a maximum amount of $22,822,204.

(13) To finance the cost of acquisition of certain skilled nursing facilities located at 107 Stacy Dr., Whitehouse, Texas 75791, known as Oak Brook Care Center, in a maximum amount of $17,409,245.

(14) To finance the cost of acquisition of certain skilled nursing facilities located at 1615 Hillendahl Road, Houston, Texas 77055, known as Spring Branch Transitional Care Center, in a maximum amount of $25,162,943.

(15) To finance the cost of acquisition of certain skilled nursing facilities located at 200 Live Oak St, Atlanta, Texas 75551, known as Rose Haven Retreat, in a maximum amount of $5,559,255.

Each of the communities listed above will be owned by the Borrower or an affiliated entity.

All interested parties are invited to express their views with respect to the Project and the Bonds by attending the public hearing to be held via teleconference, by dialing the following toll-free number: 1-888-557-8511 (Passcode: 3788659#). Any interested persons unable to attend the hearing may submit their views in writing to the Issuer c/o Abraham "Abe" Benavides, McCall, Parkhurst & Horton L.L.P., 717 North Harwood, Suite 900, Dallas, Texas 75201, prior to the date scheduled for the hearing.

This notice is published and the above-described hearing is to be held in satisfaction of the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended, regarding the public approval prerequisite to the exemption from federal income taxation of interest on the Bonds.

October 28 2024

LACO0181446

EXHIBIT B

FORM OF CONSENT RESOLUTION

RESOLUTION APPROVING THE FINANCING BY THE
NEW HOPE CULTURAL EDUCATION FACILITIES FINANCE CORPORATION
OF HEALTH FACILITIES LOCATED WITHIN
WILLIAMSON COUNTY, TEXAS

WHEREAS, the Cultural Education Facilities Finance Corporation Act, Chapter 337, Texas Local Government Code, as amended (the "Act"), authorizes and empowers New Hope Cultural Education Facilities Finance Corporation (the "Issuer") to issue revenue bonds or notes on behalf of the Town of New Hope, Texas (the "Issuing Unit") to finance the costs of health facilities found by the Board of Directors of the Issuer to be required, necessary or convenient for health care, research and education, any one or more, within the State of Texas and in furtherance of the public purposes of the Act; and

WHEREAS, Superior Living Foundation, Inc., a Maryland 501(c)(3) organization, or an affiliated entity (the "Borrower"), proposes to obtain financing from the Issuer from the proceeds of one or more series of the Issuer's bonds or notes, pursuant to a plan of financing, in a maximum principal amount of $370,656,000 (the "Bonds") and will use a portion of the proceeds of the Bonds to finance the cost of acquisition of certain skilled nursing facilities, including the skilled nursing facility known as New Hope Manor located at 1623 W. New Hope Dr., Cedar Park, Texas 78613 (the “Project”).

WHEREAS, pursuant to section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code") the Issuer has caused to be published a notice of public hearing (the "TEFRA Notice") with respect to the issuance of the Bonds and the financing the Project, and held such a hearing after reasonable notice on November 4, 2024 (the "TEFRA Hearing"); and

WHEREAS, pursuant to the provisions of section 147(f) of the Code, the Commissioners Court of Williamson County, Texas, after the TEFRA Hearing, must approve issuance of the Bonds by the Issuer to enable the Bonds to qualify as tax-exempt obligations under the Code;

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

Section 1. The Commissioners Court, solely for the purposes of section 147(f) of the Code, hereby approves the issuance of the Bonds by the Issuer to finance and refinance the Project for the benefit of the Borrower.

Section 2. The foregoing approval is given in accordance with the provisions of section 147(f) of the Code and for no other purposes and is not to be construed as an undertaking by Williamson County, Texas. The Bonds shall not constitute a liability, indebtedness, or an obligation of Williamson County, Texas nor shall any of the assets of Williamson County, Texas be pledged to the payment of the Bonds.

Section 3. This resolution shall take effect immediately from and after its adoption and it is accordingly so ordered.

PASSED AND APPROVED, this the _____ day of _____, 2024.

_____
County Judge

Commissioners Court - Regular Session **55.**

Meeting Date: 11/19/2024

Sheriff State and Local Forfeiture Budget November-December 2024

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

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take action to approve the Sheriff State and Local Forfeiture Budget through December 2024.

Background

Per Chapter 59 fo the Code of Criminal Procedure when an elected official who receives State and Local Forfeiture funds in not reelected the expenditure of these funds must be approved by the Commissioners Court. Attached is a request for a budget of expenditures from November 2024 to December 2024.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Sheriff State and Local Forfeiture Funds Nov to Dec 2024

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/14/2024 12:44 PM
Form Started By: Julie Kiley		Started On: 11/14/2024 09:21 AM
Final Approval Date: 11/14/2024		

Williamson County

Sheriff's Office Forfeiture Fund

State and Local

November 2024 - December 2024 Expenditure Budget Request

Fund Balance November 2024	$251,809
FY 2025 Expenditure Budget:	
3008 Law Enforcement Equipment < $5,000	1,200
3301 Gasoline	1,904
3530 Investigative Supp/Svs	10,000
3900 Membership Dues	5,000
4541 Vehicle Repairs & Maint	3,786
4998 Contingencies	11,200
5008 Law Enforcement Equipment > $5,000	5,000
Total FY 2025 Expenditure Budget	38,090
Projected Ending Fund Balance	$213,719

Commissioners Court - Regular Session **56.**

Meeting Date: 11/19/2024

Sheriff Office Federal Forfeiture Fund Budget November 2024 thru December 2024

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

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take action to approve the Sheriff Office Federal Forfeiture Budget for November 2024 through December 2024.

Background

Federal Forfeiture funds must be spent in compliance with the Equitable Sharing Guidance provided by the Federal Government. This guidance states that local policies should be followed. The County has an adopted Budget policy in conjunction with the "Lame Duck Statute" that limits spend to 25% until the office holder leaves office.

Attached is a budget for Federal Justice and Treasury funds that is in compliance with this policy. The request is less than 25%.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Sheriff Justice Budget Nov to Dec 2024

Sheriff Treasury Funds Nov 2024 to Dec 2024

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/14/2024 01:06 PM
Form Started By: Julie Kiley		Started On: 11/14/2024 11:15 AM
Final Approval Date: 11/14/2024		

Williamson County

Sheriff's Office Forfeiture Fund

Justice Funds

November 2024 - December 2024 Expenditure Budget Request

Fund Balance November 2024	$127,840
FY 2025 Expenditure Budget:	
3008 Law Enforcement Equipment < $5,000	535
4541 Vehicle Repairs & Maint	4,700
4998 Contingencies	5,200
Total FY 2025 Expenditure Budget	10,435
Projected Ending Fund Balance	$117,405

Williamson County

Sheriff's Office Forfeiture Fund

Treasury Fund

November 2024 - December 2024 Expenditure Budget Request

Fund Balance November 2024	$35,938
FY 2025 Expenditure Budget:	
4232 Training, Conf & Seminars	175
4416 Other Liability Insurance	8,500
Total FY 2025 Expenditure Budget	8,675
Projected Ending Fund Balance	$27,263

Commissioners Court - Regular Session **57.**

Meeting Date: 11/19/2024

Juvenile Crisis Respite Center Agreement Amendment

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 Amendment No. 3 to Second County Addendum for Interlocal Agreement on Private Psychiatric Hospital Beds Necessary During Covid-19 with Bluebonnet Trails Community Services (BTCS) for the operation of the Youth Therapeutic Respite Program.

Background

This amendment does not change the budget amount awarded to Bluebonnet Trails Community Services (BTCS) to renovate the 5,500 square feet within their 1009 N. Georgetown Street location in Round Rock and to operate the Youth Therapeutic Respite Program, which opened in March 2022. The revised agreement has few changes that will enable BTCS to continue to provide services and effectively use the allocated funds. The main changes in the revised agreement include the changing of the date to extend operations of the program through 2026, formatting changes, and correction of funding source from C.F.D.A. 21.027 to A.L.N. 21.027. The funds will continue to allow BTCS to provide therapeutic services to youth needing crisis services with the purpose of reunifying youths and their families.
The revised agreement has been reviewed by Contract Audit, Auditor's Office and Legal.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Clean Copy Amendment

Redlined Copy of Amendment

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/07/2024 08:55 AM
Form Started By: Pierce Kathy		Started On: 11/05/2024 12:55 PM
Final Approval Date: 11/07/2024		

AMENDMENT NO. 3 TO SECOND COUNTY ADDENDUM FOR INTERLOCAL AGREEMENT ON PRIVATE PSYCHIATRIC HOSPITAL BEDS NECESSARY DURING COVID-19

With Funding From:
The Coronavirus Aid, Relief and Economic Security Act (CARES) and The American Rescue Plan Act (ARPA) (A.L.N. 21.027)
(Bluebonnet Trails Community MHMR Center)

This Amendment No. 3 to Second Addendum to Second County Addendum for Interlocal Agreement on Private Psychiatric Hospital Beds Necessary During Covid-19 ("Amendment No. 3 to Second Addendum") is by and between Williamson County, Texas (the "County") and Bluebonnet Trails Community MHMR Center d/b/a Bluebonnet Trails Community Services ("BTCS").

RECITALS

WHEREAS, the County and BTCS previously entered into that certain Williamson County Private Psychiatric Hospital Beds Necessary During Covid-19 Interlocal Agreement dated effective August 4, 2020 ("ILA");

WHEREAS, the County and BTCS thereafter entered into that certain County Addendum for Interlocal Agreement on Private Psychiatric Hospital Beds Necessary During Covid-19 dated effective December 15, 2020 ("First Addendum");

WHEREAS, the County and BTCS thereafter entered into that certain Second County Addendum for Interlocal Agreement on Private Psychiatric Hospital Beds Necessary During Covid-19 dated effective August 31, 2021 ("Second Addendum"); and

WHEREAS, due to supply chain issues that caused delays to the construction and services to be provided through funding of the ILA and its addendums, the County and BTCS entered into an Amendment to the Second Addendum in order to extend dates that were set forth **Attachment A** and **Attachment C** of the Second Addendum; and

WHEREAS, to clarify that Operational Costs were to be included in the Service and Rates detail under Section II of **Attachment C**, the County and BTCS agreed to enter into an Amendment No. 2 to Second Addendum ("Amendment to Second Addendum"); and

WHEREAS, due to additional funding received from the Texas Health and Human Services Commission, the County and BTCS have now agreed to enter into this Amendment No. 3 to Second Addendum to amend **Attachment A and Attachment C** of the Second Addendum in order to extend the date for allowable costs and clarify the dedication of Operational Funding.

AGREEMENT

NOW, THEREFORE, premises considered, the County and BTCS agree that the Second Addendum is amended and modified as follows:

I. Amendment to Attachment A

The **Attachment A** of the Second Addendum shall be supplanted and replaced, in its entirety, by the **Attachment A** attached hereto.

II. Amendment to Attachment C

The **Attachment C** of the Second Addendum shall be supplanted and replaced, in its entirety, by the **Attachment C** attached hereto.

III. Terms of ILA Control and Extent of Amendment No. 3 to Second Addendum

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

IV. IN WITNESS WHEREOF, the County and the BTCS have executed this Amendment No. 3 to Second Addendum to be effective as of the date of the last party's execution below.

Williamson County, Texas:

By: _____

Printed Name: _____

Title: _____

Date: _____ ____, 20____

Bluebonnet Trails Community MHMR Center d/b/a Bluebonnet Trails Community Services:

By: _____

Printed Name: Andrea Richardson

Title: Chief Executive Officer

Date: November 1, 2024

ATTACHMENT A

RESPONSIBILITIES AGREEMENTS AND OBLIGATIONS OF THE PARTIES:

REMODEL AND OPERATIONAL FUNDING FOR JUVENILE CRISIS RESPITE CENTER

This Attachment is entered into between Bluebonnet Trails Community MHMR Center d/b/a Bluebonnet Trails Community Services (BTCS) and Williamson County (County) for the renovation of a 16-bed children's crisis respite program to be located in Round Rock, Texas for the provision of crisis respite for families for children and adolescents admitted by Williamson County Family Courts, Child Protective Services and healthcare providers or law enforcement agencies.

This Attachment addresses Paragraph II. Approval of Additional Mental Health Projects, Sections A. and B., as follows:

BTCS Facility Remodel and Juvenile Respite Care Center (16 bed) with an additional $1,800,00.00 from the Coronavirus Aid, Relief and Economic Security Act (CARES) for costs incurred through December 31, 2021; and

BTCS Juvenile Respite Care Center Operational Funding with $2,345,440 in calendar year 2022 and $4,000,400 in calendar year 2023 for a total of $6,345,840.00 from the American Rescue Plan Act (ARPA) (A.L.N. 21.027) for costs incurred through December 31, 2026.

I. SCOPE OF SERVICES

A. BTCS will renovate 5,500 square feet within the BTCS facility located at 1009 N. Georgetown Street, Round Rock, Texas 78664. The total cost of the initial renovation accommodating the therapeutic setting for children and adolescents will not exceed $1.8M, for renovation to be completed by December 31, 2021.

B. BTCS will ensure the Operational Funding is dedicated to the services, supplies, facilities and environment for BTCS to provide the therapeutic setting for the purpose of reunifying youths and the families, funding for costs incurred through December 31, 2026.

C. BTCS will collaborate with the Williamson County Behavioral Task Force in designing the admission criteria and curricula serving the needs of the designated population including therapies, medications and education and discharge planning ensuring a seamless episode of care, maximizing the use of available resources and plan for the successful return of the individual to their home community and school.

D. BTCS will uphold the intent of the Emergency Order GA-8 to isolate and contain the COVID-19 virus in all counties in Texas by using appropriate precautions including, but not limited to, wearing personal protective equipment to safely serve during the pandemic.

E. BTCS will provide written reports to the County accounting for the beds supporting admissions from Williamson County. These reports will be included with the monthly invoice to the County.

F. If requested by County,

1. BTCS will ensure access to psychiatric services; either in house, or by referral relationship. Services will be provided in person and/or via tele-video by BTCS providers.
2. BTCS will maintain, provide a copy of, and inform the County within five (5) business days of any changes to all certifications, licensure, or registrations required by law.
3. BTCS will maintain general and professional liability insurance in the minimum amount of one million dollars ($1,000,000) for each occurrence.

II. PAYMENT FOR SERVICES

BTCS will submit billing statements on a monthly basis for Services provided to County by the fifteenth (15th) working day following the end of the month services were rendered. BTCS will invoice the County only for therapeutic services accounted for by bed days used by Williamson County children and adolescents or others admitted by the partnering courts, social services, CPS and law enforcement agencies. BTCS will invoice the County only for those bed days attributed to persons admitted by Williamson County healthcare providers and law enforcement agencies. The County shall pay BTCS for Services provided and verified pursuant to this Contract at the rates identified below and billed according to the terms of this Contract:

Service	Rate
Renovation Supporting Juvenile Crisis Respite Program	Not to exceed: $1,800,000 by December 31, 2021
Staffing and Operation of Juvenile Crisis Respite Program	Not to exceed: $2,345,440 in calendar year 2022 and $4,000,400 through December 31, 2026

ATTACHMENT C

RESPONSIBILITIES AGREEMENTS AND OBLIGATIONS OF THE PARTIES: FUNDING FOR JUVENILE PSYCHIATRIC WING BEDS FOR ACUTE CARE

This Attachment is entered into between Bluebonnet Trails Community Mental Health and Mental Retardation Center d/b/a Bluebonnet Trails Community Services (BTCS) and Williamson County (County)for beds purchased at Provider, a behavioral health hospital remodeled to provide specialized acute care beds for juveniles.

This Attachment addresses Paragraph II. Approval of Additional Mental Health Projects, Section D., as follows:

BTCS Specialized Juvenile Psychiatric Wing for Acute Care Operational Funding with $500,000.00 in calendar year 2021, $500,000.00 in calendar year 2022, and $500,000.00 in calendar year 2023 for a total of $1,500,000.00 from the American Rescue Plan Act (ARPA) (A.L.N. 21.027) for costs incurred through December 31, 2024.

I. SCOPE OF SERVICES

A. BTCS will enter into a contact with a provider for the purpose of purchasing specialized acute care beds for juveniles.

1. The rate will be reflective of the cost charged by Provider.
2. Provider will ensure access to psychiatric services; either in house, or by referral relationship. Services will be provided in person and/or via tele-video.
3. Provider will maintain, provide a copy of, and inform BTCS, who will inform the County, within five (5) business days of any changes to all certifications, licensure, or registrations required by law.
4. Provider will maintain general and professional liability insurance in the minimum amount of one million dollars ($1,000,000) for each occurrence.
5. Provider will invoice BTCS by the 10th day of each month for the beds purchased during the previous month.

B. BTCS will coordinate with Provider to secure a private psychiatric hospital bed for Williamson County juveniles at the negotiated bed day rate, the rate established in the contract between BTCS and the admitting private psychiatric hospital.

C. BTCS will collaborate with Provider on the discharge plan to ensure seamless episode of care, maximize the use of available resources and plan for the successful return of the individual to their home community.

D. BTCS and Provider will uphold the intent of the Emergency Order GA-8 to isolate and contain the COVID-19 virus in all counties in Texas by using appropriate precautions including, but not limited to, wearing personal protective equipment to safely serve during the pandemic.

E. BTCS will provide written reports to the County accounting for the beds supporting admissions of juveniles from Williamson County. These reports will be included with the monthly invoice to the County.

II. PAYMENT FOR SERVICES

BTCS will submit billing statements on a monthly basis to County for beds purchased by the fifteenth (15th) working day following the end of the month services were rendered. BTCS will invoice the County only for bed days purchased on the specialized acute care wing that for which no other funding stream is available. BTCS will invoice the County only for those bed days attributed to juveniles admitted by Williamson County healthcare providers, CPS, justice agencies, and law enforcement agencies. The County shall pay BTCS for bed days provided and verified pursuant to this Contract at the rates identified below and billed according to the terms of this Contract:

Service	Rate
Cost per Bed Day on Specialized Acute Care Psychiatric Wing for Juveniles	At cost: Per Contract Agreement - TBD
Bed Day Costs and Operational Costs Not to Exceed	$500,000 in calendar year 2021; $500,000 in calendar year 2022; and $500,000 through December 31, 2024 for a total of $1,500,000.00 costs incurred through December 31, 2024

AMENDMENT NO. 3 TO SECOND COUNTY ADDENDUM FOR INTERLOCAL AGREEMENT ON PRIVATE PSYCHIATRIC HOSPITAL BEDS NECESSARY DURING COVID-19

With Funding From:
The Coronavirus Aid, Relief and Economic Security Act (CARES) and The American Rescue Plan Act (ARPA) (~~C.F.D.A. 21.027~~A.L.N. 21.027)
(Bluebonnet Trails Community MHMR Center)

This Amendment No. 3 to Second Addendum to Second County Addendum for Interlocal Agreement on Private Psychiatric Hospital Beds Necessary During Covid-19 ("Amendment No. 3 to Second Addendum") is by and between Williamson County, Texas (the "County") and Bluebonnet Trails Community MHMR Center d/b/a Bluebonnet Trails Community Services ("BTCS").

RECITALS

WHEREAS, the County and BTCS previously entered into that certain Williamson County Private Psychiatric Hospital Beds Necessary During Covid-19 Interlocal Agreement dated effective August 4, 2020 ("ILA");

WHEREAS, the County and BTCS thereafter entered into that certain County Addendum for Interlocal Agreement on Private Psychiatric Hospital Beds Necessary During Covid-19 dated effective December 15, 2020 ("First Addendum");

WHEREAS, the County and BTCS thereafter entered into that certain Second County Addendum for Interlocal Agreement on Private Psychiatric Hospital Beds Necessary During Covid-19 dated effective August 31, 2021 ("Second Addendum"); and

WHEREAS, due to supply chain issues that caused delays to the construction and services to be provided through funding of the ILA and its addendums, the County and BTCS entered into an Amendment to the Second Addendum in order to extend dates that were set forth **Attachment A** and **Attachment C** of the Second Addendum; and

WHEREAS, to clarify that Operational Costs were to be included in the Service and Rates detail under Section II of **Attachment C**, the County and BTCS agreed to enter into an Amendment No. 2 to Second Addendum ("Amendment to Second Addendum"); and

WHEREAS, due to additional funding received from the Texas Health and Human Services Commission, the County and BTCS have now agreed to enter into this Amendment No. 3 to Second Addendum to amend **Attachment A** and Attachment C of the Second Addendum in order to extend the date for allowable costs and clarify the dedication of Operational Funding.

Commented [WILCO1]: Are there any updates to Attachment C? Andrea's email mentions her desire to discuss updates to it.

Commented [AR2R1]: Please see the comment on Attachment C, page 6.

AGREEMENT

NOW, THEREFORE, premises considered, the County and BTCS agree that the Second Addendum is amended and modified as follows:

I. Amendment to Attachment A

The **Attachment A** of the Second Addendum shall be supplanted and replaced, in its entirety, by the **Attachment A** attached hereto.

II. Amendment to Attachment C

The **Attachment C** of the Second Addendum shall be supplanted and replaced, in its entirety, by the **Attachment C** attached hereto.

~~II.~~III. Terms of ILA Control and Extent of Amendment No. 3 to Second Addendum

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

~~III.~~IV. IN WITNESS WHEREOF, the County and the BTCS have executed this Amendment No. 3 to Second Addendum to be effective as of the date of the last party's execution below.

Williamson County, Texas:	**Bluebonnet Trails Community MHMR Center d/b/a Bluebonnet Trails Community Services:**
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____ ____, 20____	Date: _____ ____, 20____

Commented [WILCO3]: Are there any updates to Attachment C? Andrea's email mentions her desire to discuss updates to it.

Commented [AR4R3]: Please see the comment on Attachment C, on page 6.

Formatted: Font: Not Bold, Not Expanded by / Condensed by

Formatted: Right, Indent: Left: 0.5", No bullets or numbering

ATTACHMENT A

RESPONSIBILITIES AGREEMENTS AND OBLIGATIONS OF THE PARTIES:

REMODEL AND OPERATIONAL FUNDING FOR JUVENILE CRISIS RESPITE CENTER

This Attachment is entered into between Bluebonnet Trails Community MHMR Center d/b/a Bluebonnet Trails Community Services (BTCS) and Williamson County (County) for the renovation of a 16-bed children's crisis respite program to be located in Round Rock, Texas for the provision of crisis respite for families for children and adolescents admitted by Williamson County Family Courts, Child Protective Services and healthcare providers or law enforcement agencies.

This Attachment addresses Paragraph II. Approval of Additional Mental Health Projects, Sections A. and B., as follows:

BTCS Facility Remodel and Juvenile Respite Care Center (16 bed) with an additional $1,800,00.00 from the Coronavirus Aid, Relief and Economic Security Act (CARES) for costs incurred through December 31, 2021; and

BTCS Juvenile Respite Care Center Operational Funding with $2,345,440 in calendar year 2022 and $4,000,400 in calendar year 2023 for a total of $6,345,840.00 from the American Rescue Plan Act (ARPA) (A.L.N. 21.027~~C.F,D.A. 21.027~~) for costs incurred through December 31, 2024~~2025~~2026.

Commented [WILCO5]: Does this need to be December 31, 2025 or December 31, 2026?

Commented [AR6R5]: Agreeing with December 31, 2026. Thank you!

I. SCOPE OF SERVICES

A. BTCS will renovate 5,500 square feet within the BTCS facility located at 1009 N. Georgetown Street, Round Rock, Texas 78664. The total cost of the initial renovation accommodating the therapeutic setting for children and adolescents will not exceed $1.8M, for renovation to be completed by December 31, 2021.

B. BTCS will ensure the Operational Funding is dedicated to the services, supplies, facilities and environment for BTCS to provide the therapeutic setting for the purpose of reunifying youths and the families, funding for costs incurred through December 31, 2025.

Formatted: Font: 12 pt, Font color: Auto, Not Highlight

~~A.~~C. BTCS will collaborate with the Williamson County Behavioral Task Force in designing the admission criteria and curricula serving the needs of the designated population including therapies, medications and education and discharge planning ensuring a seamless episode of care, maximizing the use of available resources and plan for the successful return of the individual to their home community and school.

Commented [AR7]: Should this be 2026 to match all other changes?

Formatted: Font: 12 pt, Font color: Auto, Not Highlight

~~B.~~D. BTCS will uphold the intent of the Emergency Order GA-8 to isolate and contain the COVID-19 virus in all counties in Texas by using appropriate precautions including, but not limited to, wearing personal protective equipment to safely serve during the pandemic.

Formatted: Font: 12 pt, Font color: Auto

~~C.~~E. BTCS will provide written reports to the County accounting for the beds supporting admissions from Williamson County. These reports will be included with the monthly invoice to the County.

~~D.~~F. If requested by County,

1. BTCS will ensure access to psychiatric services; either in house, or by referral relationship. Services will be provided in person and/or via tele-video by BTCS providers.
2. BTCS will maintain, provide a copy of, and inform the County within five (5) business days of any changes to all certifications, licensure, or registrations required by law.
3. BTCS will maintain general and professional liability insurance in the minimum amount of one million dollars ($1,000,000) for each occurrence.

II. PAYMENT FOR SERVICES

BTCS will submit billing statements on a monthly basis for Services provided to County by the fifteenth (15th) working day following the end of the month services were rendered. BTCS will invoice the County only for therapeutic services accounted for by bed days used by Williamson County children and adolescents or others admitted by the partnering courts, social services, CPS and law enforcement agencies. BTCS will invoice the County only for those bed days attributed to persons admitted by Williamson County healthcare providers and law enforcement agencies. The County shall pay BTCS for Services provided and verified pursuant to this Contract at the rates identified below and billed according to the terms of this Contract:

Service	Rate
Renovation Supporting Juvenile Crisis Respite Program	Not to exceed: $1,800,000 by December 31, 2021
Staffing and Operation of Juvenile Crisis Respite Program	Not to exceed: $2,345,440 in calendar year 2022 and $4,000,400 through December 31, 2024

Commented [AR8]: Should this also match 2026?

ATTACHMENT C

RESPONSIBILITIES AGREEMENTS AND OBLIGATIONS OF THE PARTIES: FUNDING FOR JUVENILE PSYCHIATRIC WING BEDS FOR ACUTE CARE

This Attachment is entered into between Bluebonnet Trails Community Mental Health and Mental Retardation Center d/b/a Bluebonnet Trails Community Services (BTCS) and Williamson County (County)for beds purchased at Provider, a behavioral health hospital remodeled to provide specialized acute care beds for juveniles.

This Attachment addresses Paragraph II. Approval of Additional Mental Health Projects, Section D., as follows:

BTCS Specialized Juvenile Psychiatric Wing for Acute Care Operational Funding with $500,000.00 in calendar year 2021, $500,000.00 in calendar year 2022, and $500,000.00 in calendar year 2023 for a total of $1,500,000.00 from the American Rescue Plan Act (ARPA) (A.L.N. 21.027~~C.F.D.A. 21.027~~) for costs incurred through December 31, 2024.

I. SCOPE OF SERVICES

A. BTCS will enter into a contact with a provider for the purpose of purchasing specialized acute care beds for juveniles.
1. The rate will be reflective of the cost charged by Provider.
2. Provider will ensure access to psychiatric services; either in house, or by referral relationship. Services will be provided in person and/or via tele-video.
3. Provider will maintain, provide a copy of, and inform BTCS, who will inform the County, within five (5) business days of any changes to all certifications, licensure, or registrations required by law.
4. Provider will maintain general and professional liability insurance in the minimum amount of one million dollars ($1,000,000) for each occurrence.
5. Provider will invoice BTCS by the 10th day of each month for the beds purchased during the previous month.

B. BTCS will coordinate with Provider to secure a private psychiatric hospital bed for Williamson County juveniles at the negotiated bed day rate, the rate established in the contract between BTCS and the admitting private psychiatric hospital.

C. BTCS will collaborate with Provider on the discharge plan to ensure seamless episode of care, maximize the use of available resources and plan for the successful return of the individual to their home community.

D. BTCS and Provider will uphold the intent of the Emergency Order GA-8 to isolate and contain the COVID-19 virus in all counties in Texas by using appropriate precautions including, but not limited to, wearing personal protective equipment to safely serve during the pandemic.

E. BTCS will provide written reports to the County accounting for the beds supporting admissions of juveniles from Williamson County. These reports will be included with the monthly invoice to the County.

Commented [WILCO9]: Are there any updates to Attachment C? Andrea's email mentions her desire to discuss updates to it.

Commented [AR10R9]: Please see the comment captured below, on page 6.

II. PAYMENT FOR SERVICES

BTCS will submit billing statements on a monthly basis to County for beds purchased by the fifteenth (15th) working day following the end of the month services were rendered. BTCS will invoice the County only for bed days purchased on the specialized acute care wing that for which no other funding stream is available. BTCS will invoice the County only for those bed days attributed to juveniles admitted by Williamson County healthcare providers, CPS, justice agencies, and law enforcement agencies. The County shall pay BTCS for bed days provided and verified pursuant to this Contract at the rates identified below and billed according to the terms of this Contract:

Service	Rate
Cost per Bed Day on Specialized Acute Care Psychiatric Wing for Juveniles Bed Day Costs and Operational Costs Not to Exceed	At cost: Per Contract Agreement - TBD $500,000 in calendar year 2021; $500,000 in calendar year 2022; and $500,000 through December 31, 2024 for a total of $1,500,000.00 costs incurred through December 31, 2024

Commented [AR11]: Erin Basalay, Rock Springs, and our accounting team confirm all committed ARPA funds have been drawn by Rock Springs.

As a result, unless there is uncommitted ARPA funding to invest in Rock Springs Juvenile bed day costs and operational costs, there are no other changes to Attachment C other than the citation on page 5.

Commissioners Court - Regular Session **58.**

Meeting Date: 11/19/2024

Housing and Prevention of Homelessness Amendment

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 Subreceipient Agreement Between Williamson and Bluebonnet Trails Community Services for Housing and Prevention of Homelessness.

Background

This amendment does not change the budget amount awarded to Bluebonnet Trails Community Services (BTCS) to operate the Housing and Prevention of Homelessness project. Appendix B or Project Budget/Allowable Expenses simplifies the budget and will allow BTCS to more effectively use the allocated funds. The original agreement broke down the budget into categories of Interim Housing (Rent, Deposits and utilities) - $55,000; Food Cost - $5,000: Transportation Cost - $18,000; and Clothing Costs - $5,000, for a total of $83,000. The revised budget combines the detailed line items into one line item called Client Support Costs, which is also $83,000. This will ensure that when client needs are identified, they will be able to be met, if within the allocated funding. The body of the original ARPA agreement did not change, only the budget.

The Amendment to BTCS Homelessness Agreement has been reviewed by Contract Audit, the Auditor's Office and Legal.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Housing and Prevention of Homelessness Amendment

Original Budget

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/07/2024 08:57 AM
Form Started By: Pierce Kathy		Started On: 11/05/2024 02:26 PM
Final Approval Date: 11/07/2024		

AMENDMENT TO
SUBRECIPIENT AGREEMENT BETWEEN
WILLIAMSON COUNTY
AND BLUEBONNET TRAILS COMMUNITY SERVICES
FOR HOUSING AND PREVENTION OF HOMELESSNESS

THIS AMENDMENT to Subrecipient Agreement is made and entered into by and between Williamson County, Texas ("County") and Bluebonnet Trails Community Services ("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 Bluebonnet Trails Community Services for Housing and Prevention of Homelessness [FUNDING FROM: The American Rescue Plan Act (ARPA) (A.L.N. 21.027)] ("Agreement"), which became effective as of January 9, 2024;

WHEREAS, it has become necessary to amend the Agreement due to a modification to **Appendix B - Program or Project Budget/Allowable Expenses** that was attached to the Agreement;

NOW, THEREFORE, premises considered, the Parties agree that the Agreement is amended as follows:

AGREEMENTS

1. **Appendix B - Program or Project Budget/Allowable Expenses**

   Appendix B - Program or Project Budget/Allowable Expenses that was attached to the original Agreement shall be amended and supplanted, in its entirety, by the **Appendix B - Program or Project Budget/Allowable Expenses** attached hereto and incorporated herein.

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.

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___

BLUEBONNET TRAILS COMMUNITY SERVICES (Subrecipient)

By: _____

Printed Name: Andrea Richardson

Title: Chief Executive Officer

Date: November 1, 2024

APPENDIX B – Program or Project Budget/Allowable Expenses
Bluebonnet Trails Community Services (BTCS)
Housing and Prevention of Homelessness

BTCS HOUSING AND PREVENTION OF HOMELESSNESS BUDGET:

Budget Category	Funding Stream	2024 Budget	2025 Budget
Staff Salary: 2.0 FTE Mobile Crisis Outreach Team (MCOT)	ARPA Funding - Williamson	$ 154,000	$ 158,620
Staff Benefits: 2.0 FTE	ARPA Funding - Williamson	$ 53,900	$ 55,480
Client Support Costs, to include: - Interim Housing (Rent, Deposit + Utilities) - Transportation Cost (Public transport options and BTCS transport) - Clothing Cost (Connections with Salvation Army, Goodwill, and other organizations)	ARPA Funding - Williamson	$ 78,000	$ 83,000
Medical Care	BTCS, LSCC, Samaritan, CommUnityCare – benefits attained through BTCS	$ -	$ -
Psychiatric Care	BTCS – benefits attained through BTCS	$ -	$ -
Employment Support	BTCS	$ -	$ -
Yearly Subtotals		$ 285,900	$ 297,100

Total 2-Year Budget	**$ 583,000**

CALENDAR YEAR 2024 AND 2025 BUDGET TOTAL NOT TO EXCEED: $ 583,000

APPENDIX B – Program or Project Budget/Allowable Expenses
Bluebonnet Trails Community Services (BTCS)
Housing and Prevention of Homelessness

BTCS HOUSING AND PREVENTION OF HOMELESSNESS BUDGET:

Budget Category	Funding Stream	2024 Budget	2025 Budget
Staff Salary: 2.0 FTE Mobile Crisis Outreach Team (MCOT)	ARPA Funding - Williamson	$ 154,000	$ 158,620
Staff Benefits: 2.0 FTE	ARPA Funding - Williamson	$ 53,900	$ 55,480
Interim Housing Costs (Rent + Deposit + Utilities)	ARPA Funding - Williamson	$ 50,000	$ 55,000
Food Cost (Partnerships with Food Pantries, Housekeeping Supplies and Personal Hygiene)	ARPA Funding - Williamson	$ 5,000	$ 5,000
Transportation Cost (Public transport options and BTCS transport)	ARPA Funding - Williamson	$ 18,000	$ 18,000
Clothing Cost (Connections with Salvation Army, Goodwill, and other organizations)	ARPA Funding - Williamson	$ 5,000	$ 5,000
Medical Care	BTCS, LSCC, Samaritan, CommUnityCare – benefits attained through BTCS	$ -	$ -
Psychiatric Care	BTCS – benefits attained through BTCS	$ -	$ -
Employment Support	BTCS	$ -	$ -
Yearly Subtotals		$ 285,900	$ 297,100

Total 2-Year Budget	**$ 583,000**

CALENDAR YEAR 2024 AND 2025 BUDGET TOTAL NOT TO EXCEED: $ 583,000

Commissioners Court - Regular Session **59.**

Meeting Date: 11/19/2024

Jail Based Competency Restoration 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 agreement with Bluebonnet Trails Community Services (BTCS) for the operation of the Williamson County Jail-Based Competency Restoration Program.

Background

The Williamson County Jail-Based Competency Restoration (JBCR) is a very successful program that began in September 2023. The program considers admission of individuals charged with a crime that is found by the courts to be incompetent to stand trial due to an active mental illness or intellectual disability. The program is located within a designated pod in the Jail and treatment services are led by BTCS forensic practitioners and a professional team that includes qualified mental health professionals, RN's and psychiatrists. The project team works with individuals admitted into the program to reduce symptoms of mental illness and substance use through medication management, nursing oversight, counseling and care coordination. Completion of the program helps restore a person to competency so that legal proceedings can resume. Before the JBCR program was implemented, inmates that were deemed incompetent to stand trial could wait approximately two years for a restoration bed in the State hospital system. The average days to restore competency for participants in the Wilco JBCR program with Misdemeanor charges is 36.2 days and for individuals with Felony charges is 38.9 days. This has provided a total estimated local cost savings of $4,925,273 and a total estimated State cost savings of $2,612,517. The JBCR program is a partnership with BTCS, the Williamson County Sheriff's Office, Jail Administration, District Attorney's Office, Courts and Felony Docket leaders, defense attorneys and Texas Health and Human Services Commission (HHSC).

The JBCR program is funded by a grant received by BTCS through Texas HHSC. Since Williamson County is not providing monetary funding allocations for the JBCR program, there was not an agreement previously. The agreement attached for consideration by the Commissioners Court clarifies the responsibilities and obligations of the County and BTCS.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

JBCR Data

JBCR Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/07/2024 08:59 AM
Form Started By: Pierce Kathy		Started On: 11/05/2024 03:16 PM
Final Approval Date: 11/07/2024		

AUGUST 2024
WilCo Data Book

Jail-Based Competency Restoration (JBCR)

Bluebonnet Trails Community Services

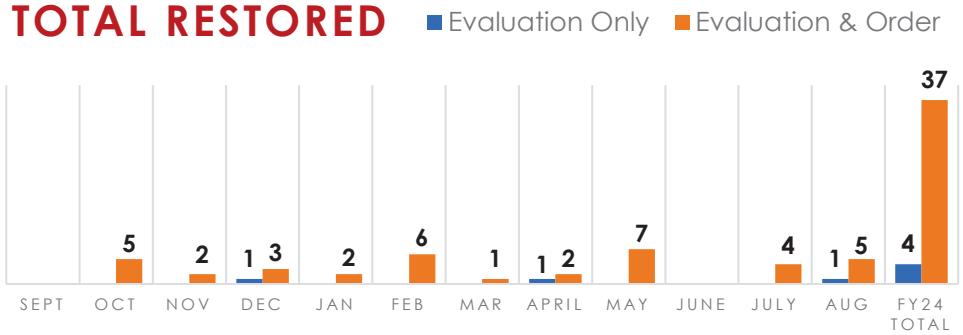
911 | MCOT | YTR | CRU | Diversion | PPB | **JBCR** | RWM | Prevention

Purpose:

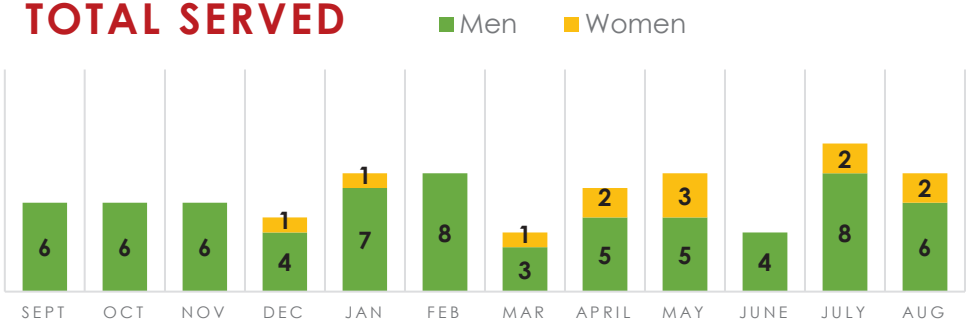
Our JBCR program involves admission to a specialty forensic services unit within the Williamson County Jail offering intensive educational, therapeutic and rehabilitative services for the purpose of restoring competency so that an individual can participate in their own trial.

FY2024	Total Enrolled	
	Misdemeanor	Felony
SEPT		6
OCT		3
NOV		3
DEC	1	1
JAN	1	3
FEB	1	1
MAR	1	1
APRIL		4
MAY		3
JUNE	2	1
JULY	3	3
AUG	1	2
FY24 Total	10	31

TOTAL RESTORED



TOTAL SERVED



Total Adults Served on JBCR Pods During August:	**8**
Average Days to Restore Competency [for all who have restored]:	Misdemeanor **36.2** / Felony **38.9**
Percent who restored in 60 Days or less:	**95%**
	(cumulative since 9/1/2023)
Number not restored, awaiting transfer to state mental health facility:	**0**
	(cumulative since 9/1/2023)

Calculated Cost Savings (FY24 YTD):

LOCAL-LEVEL

Reduction in Days Incarcerated, Awaiting Restoration of Competency @ $549/day: **$4,813,303**

\+

Reduction in Travel Costs to Transport Defendants to State Hospitals @ $1,210 per Person Restored in JBCR: **$44,770**

\+

Reduction in Cost of Forensic Competency Re-Evaluations @ $1,680/Evaluation: **$67,200**

=

Total Estimated Local Cost Savings: $4,925,273

STATE-LEVEL

Reduction of State Hospital Bed Day Usage @ $739/bed day: **$3,281,160**

−

Cost to Operate JBCR Program: **$668,643**

=

Total Estimated State Cost Savings: $2,612,517

WILLIAMSON COUNTY
JAIL-BASED COMPETENCY RESTORATION
PROGRAM AGREEMENT

THIS WILLIAMSON COUNTY JAIL-BASED COMPETENCY RESTORATION PROGRAM AGREEMENT ("Agreement") is made and entered into by and between WILLIAMSON COUNTY, TEXAS ("County") and BLUEBONNET TRAILS COMMUNITY MHMR CENTER d/b/a BLUEBONNET TRAILS COMMUNITY SERVICES ("BTCS") (the "Parties").

WITNESSETH:

WHEREAS, the State of Texas contracts with Local Mental Health Authorities to ensure provision of mental health services throughout the 254 counties in Texas; and,

WHEREAS, BTCS is the Local Mental Health Authority for Williamson County, Texas and is responsible for ensuring access to needed behavioral health services for the citizens of Williamson County, Texas; and,

WHEREAS, the County, under the direction and control of the Williamson County Sheriff's Office, operates and manages the Williamson County Jail ("Jail") and detains inmates that are defendants charged with a crime and awaiting trial; and

WHEREAS, various inmates of the Jail are, from time to time, adjudicated incompetent to stand trial, typically due to an active mental illness or intellectual disability; and

WHEREAS, once adjudicated incompetent to stand trial, the prosecution of a case is interrupted until the inmate is treated and competency is restored; and

WHEREAS, the state hospital system would provide the most intensive level of psychiatric care for defendants in the Jail, but due to a sharp decrease in available state hospital beds, many defendants are waiting weeks, months and sometimes years for admission to a state facility and the resulting wait list of such defendants creates cost burdens for the Jail and Williamson County Court Systems, as well as loss of valuable time for delivery of appropriate care readying the defendant to stand trial;

WHEREAS, Chapter 46B of the Texas Code of Criminal Procedure allows for inpatient or outpatient commitment for restoration to competency with a return to the criminal justice system for trial;

WHEREAS, through collaboration and cooperation, the County, acting through the Williamson County Sheriff's Office, and BTCS, have developed the Williamson County Jail-Based Competency Restoration Program ("Program") that is a curriculum-driven, jail-based evaluative and therapeutic restoration program to address both the wait times of Williamson

County defendants found incompetent to stand trial and the cost burdens for the Jail and Williamson County Court Systems, as well as loss of valuable time for delivery of appropriate care readying Williamson County defendants to stand trial; and

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

1. PROGRAM PURPOSE AND PROGRAM GOALS

A. Purpose of Program. The Program presents a collaborative effort by the Parties to develop a competency restoration program between the Jail, Williamson County District Courts and BTCS directing and coordinating the Program restoring Williamson County defendant's competency to stand trial. Ultimately, the goal is for restored competency demonstrating readiness to stand trial or other decision of the courts. This Program is supported by experienced Wiliamson County District Judges presiding over an existing Felony Docket and court task force comprised of prosecuting and defending attorneys and mental health professionals addressing complex needs of Williamson County defendants with active mental illness and/or intellectual disability in the Jail.

B. Program Goals. The Program is intended to divert Williamson County Defendants with acute symptoms of mental illness or intellectual disability from incarceration and involvement with the justice system through court-ordered treatment in a defined forensic unit within the Jail, under the care of an experienced psychiatric team. Ordered by the Williamson County District Courts and guided by BTCS's forensic psychologist, the eligible participants will transfer from the general population in the Jail to the Program's specialty unit located within the Jail. When the participant achieves the Program education goals and is found competent or determined to be unrestorable, the participant will return to general population – ready to stand trial or for another decision of the court. Through this program, the Program goals are to:

- Reduce wait times and admissions to state-operated facilities for inmates deemed incompetent to stand trial (IST);
- Provide a cost-effective alternative to competency restoration in a mental health facility or residential care facility;
- Minimize or ameliorate the stress of incarceration to the extent possible for participants in the Program and impact on the Jail operations and Jail personnel;
- Minimize risk of transfer of a defendant to another secured location within the Jail rather than a transfer to a lesser secured environment outside of the Jail;
- Increase prompt access to clinically appropriate competency restoration services for a participant determined to be incompetent to stand trial;
- Improve outcomes by addressing criminogenic risk and needs within the treatment plan and improving independent daily functioning;
- Divert from the criminal justice system, reducing pressure on – and costs for – the Jail and County's court systems;
- Reduce recidivism by addressing criminogenic risks and needs;

- Reduce the number of persons on the state hospital clearinghouse waiting list for critically needed inpatient competency restoration services;
- Reduce the number of bed days in state hospitals that would have been accessed by participants, thereby freeing access to state hospital beds; and
- Increase public safety and manage costs by reducing reoccurring arrest, incarceration and state hospitalization.

2. TERM OF AGREEMENT

This Agreement shall be effective October 1, 2024 shall continue thereafter in force until September 30, 2025, unless terminated prior to such time in accordance with the termination provision set out herein (the "Initial Term"). Following the Initial Term, this Agreement shall automatically renew for additional terms of One (1) Year each ("Renewal Terms") beginning on October 1st of each year, unless either party terminates this Agreement prior to the expiration of the then existing Initial Term or Renewal Term in accordance with the terms hereof.

3. RESPONSIBILITIES, AGREEMENTS AND OBLIGATIONS OF THE PARTIES

The responsibilities, agreements and obligations of the Parties are outlined in Attachments A & B, made a part of this Agreement.

4. FUNDING

The Parties agree this Agreement and the Program are supported by funding from the Texas Health and Human Services Commission (HHSC) and that neither party shall be obligated to pay any funding to the other party.

5. TERMINATION

A Party to this Agreement has the right to terminate this Agreement by providing written notice to the other Party no less than ninety (90) days prior to the effective date of termination, after satisfying any liabilities (if any) of the withdrawing Party as stated herein.

6. MISCELLANEOUS

A. SEVERABILITY. The Parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contradiction of any laws of the State of Texas, the Parties will immediately rectify the offending portions of this Agreement. The remainder of the Agreement shall be in full force and effect.

B. CONFIDENTIALITY OF INFORMATION. Williamson County and BTCS will maintain the confidentiality of information received pursuant to the performance of this Agreement, including medical records and information which discloses the identity of any person served, in accordance with applicable federal and state law.

C. BUSINESS ASSOCIATE PROVISIONS. If Williamson County or BTCS receives any individually identifiable health information ("Protected Health Information" or "PHI"), from the other's agents, authorized personnel, employees, representatives and/or staff members of each party, or creates or receives any PHI on behalf of either Party, each Party shall maintain the security and confidentiality of such PHI as required of each Party by applicable laws and regulations,

including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder. Without limiting the foregoing:

- Use of PHI. Both Parties shall not use PHI otherwise than as expressly permitted by this agreement, or as required by law. However, both Parties may use PHI for purposes of managing its internal business processes relating to its functions under this agreement.
- Disclosure of PHI. Both Parties shall not disclose PHI to any other person (other than members of Williamson County's Mobile Outreach Team (MOT), Williamson County Emergency Operations workforce or BTCS workforce), except as approved by each Party in writing. Any such disclosure shall be made only upon written agreement between Williamson County and BTCS, stating that both Parties are bound by the provisions of this section. Both Parties shall not disclose PHI to any member outside of its workforce unless they have advised such person of the Parties obligations under this section, and of the consequences for such person and for the party violating them. Either Party shall take appropriate disciplinary action against any member of its workforce who uses or discloses PHI in contravention of its agreement.
- Safeguards. Both Parties shall use appropriate safeguards to prevent use or disclosure of PHI otherwise than permitted by this agreement. Both Parties shall provide the other with such information concerning such safeguards as either Party may from time to time request, and shall, upon reasonable request, give either Party access for inspection and copying to either Parties facilities used for the maintenance or processing of PHI, and to its books, records, practices, policies and procedures concerning the use and disclosure of PHI, for the purpose of determining either Parties compliance with this agreement.
- Accounting/Reporting of Disclosures. Both Parties shall maintain a record of all disclosures of PHI made otherwise than the purposes of this agreement, including the date of the disclosure, the name and, if known, the address of the recipient of the PHI, a brief description of the PHI disclosed, and the purpose of the disclosure. Either Party shall make such record available to the other Party on request. Both Parties shall report to the other Party any unauthorized use or disclosure of PHI by the Party or its workforce, and the remedial action taken or purposed to be taken with respect to such use or disclosure.
- Disclosure to U.S. Department of Health and Human Services. If either Party is required by law to obtain the following undertaking from the other Party, that Party shall make its internal practices, books, and records relating to the use and disclosure of health information received from either Party available to the Subscriber and to the Secretary of the United States Department of Health and Human Services, for the purposes of determining the Covered Entity's compliance with HIPAA.
- Amendment. Upon the enactment of any law or regulation affecting the use or disclosure of PHI, or the publication of any decision of a court of the United States or of this state relating to any such law, or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, either Party may, by written notice to the other Party, amend this agreement in such manner as either Party determines necessary to comply with such law or regulation. If either Party disagrees with any such amendment, it shall so notify the other Party in writing within thirty (30) days of notice. If the parties are unable to agree on an amendment within thirty (30) days thereafter, either of them may terminate this agreement on written notice to the other.
- Breach, If either Party breaches its obligations under this section, the other Party may, at its option, exercise any of its rights of access and inspection under the above paragraph in

this section regarding "Safeguards"; require either Party to submit to a plan of monitoring and reporting, as either Party may determine necessary to maintain compliance with this agreement, and such a plan shall become part of this agreement; terminate this agreement, with or without an opportunity to cure the breach. When appropriate, notification to the applicable licensure board will be made.

- Procedure upon Termination. Upon termination of this agreement both Parties shall return or destroy all PHI that it maintains in any form, and shall retain no copies of such information or, if the parties agree that return or destruction is not feasible, it shall continue to extend the protections of this agreement to such information, and limit further use of the information to those purposes that make the return or destruction of the information infeasible.

D. INSURANCE. Each Party will be responsible for insuring or self-insuring its own officers and employees.

E. CHOICE OF LAW. This Agreement shall be performable in Williamson County, Texas.

F. AMENDMENT. This Agreement may be amended if agreed upon by the Parties and approved by the governing body of each Party. The Parties agree to review this Agreement at least annually and before each annual budget period.

G. ASSIGNMENT. Except as otherwise provided in this Agreement, the rights and duties of the Parties may not be assigned or delegated without the written consent of all Parties to this Agreement. Any attempt to assign or delegate such rights or duties shall be consistent with the terms of any contracts, resolutions, indemnities, and other obligations of this Agreement. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Parties. All other existing arrangements between County and BTCS will be honored under this Agreement.

H. NO PERSONAL BENEFIT. No Party intends to benefit any person who is not named as a Party to this Agreement, to assume any special duty to supervise the operations of another Party, to provide for the safety of any specific person or to assume any other duty other than that imposed by general law.

I. NOTICE. Any notice given hereunder shall be in writing, and may be affected by personal delivery, or by registered or certified mail, return receipt requested, at the address of the respective Parties indicated below:

WILLIAMSON COUNTY:
c/o COUNTY JUDGE
710 MAIN STREET
GEORGETOWN, TX 78626

BLUEBONNET TRAILS COMMUNITY SERVICES:
c/o CHIEF EXECUTIVE OFFICER
1009 NORTH GEORGETOWN STREET

ROUND ROCK, TX 78664

Address for notice may be changed at any time by delivering written notice of change to the other Party in accordance with the notice requirements of this section.

J. PARAGRAPH HEADINGS. The various paragraph headings are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any section thereof.

K. ATTORNEY FEES. In any lawsuit concerning this Agreement, the prevailing Party, shall be entitled to recover reasonable attorney's fees from the non-prevailing Party, plus all out-of-pocket expenses such as deposition costs, telephone calls, travel expenses, expert witness fees, court costs, and other reasonable expenses.

L. GOVERNMENTAL IMMUNITY. The Parties do not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity. Each Party shall be responsible for its own employees and the acts of its own employees.

M. COMPLIANCE WITH APPLICABLE LAWS. The Parties hereby agree to comply with all applicable ordinances, laws, rules, regulations and lawful orders of any public authority with jurisdiction.

N. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties hereto, and supersedes all their oral and written negotiations, agreements and understandings of every kind. The Parties understand, agree, and declare that no promise, warranty, statement, or representation of any kind whatsoever, which is not expressly stated in this Agreement, has been made by any Party hereto or its officer, employees, or other agents to induce execution of this Agreement.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement effective as of the last party's execution below.

WILLIAMSON COUNTY, TEXAS

By: _____

Printed Name: _____

Title: _____

Date: _____ _____, 20____

BLUEBONNET TRAILS COMMUNITY SERVICES

By: _____
Andrea Richardson,
Chief Executive Officer

Date: November 1, 2024

ATTACHMENT A

RESPONSIBILITIES, AGREEMENTS AND OBLIGATIONS OF BTCS

BTCS shall:

1. During the hours of 8:00am – 5:00pm, Monday-Friday, provide the licensed and trained professional staff necessary to provide the evaluations, assessments, curriculum-driven therapies and programming for eligible individuals entering the Jail Based Competency Restoration (JBCR) Program.
2. Monitor progress of the participant; report progress and outcomes to the Williamson County District Courts, the Jail and Texas Health and Human Services Commission; assess competency; and coordinate care in the least restrictive setting within a comprehensive continuum of mental health care.
3. Participate in routine meetings of the Williamson County JBCR Workgroup with members including representatives from the Jail, Court and BTCS for the purpose of collaborating and reporting on eligibility criteria, work flow, communication (verbal and electronic) and progress.
4. Based on the eligibility criterion agreed upon by Williamson County JBCR Workgroup, admit all eligible Williamson County inmates unless one or both of the following conditions occurs:
   (a) the program is at its physical capacity and is unable to admit eligible Williamson County inmates to the program at this time; and/or
   (b) the current milieu (physical and psychiatric needs of the current inmate participants) is not conducive to adding the eligible inmate at this time.
4. Should a pause to admit an eligible individual be necessary for successful participation and/or a safe milieu, advise the Williamson County JBCR Workgroup of the reason(s) and the length of time of the pause before admitting the eligible inmate.

ATTACHMENT B

RESPONSIBILITIES, AGREEMENTS AND OBLIGATIONS OF COUNTY

County shall:

1. Provide a secured, therapeutic location within the Williamson County Jail meeting the needs of the individuals eligible for the Jail Based Competency Restoration (JBCR) Program and conducive for BTCS to deliver the Program.
2. Provide the security and operations necessary to comply with Texas Jail Standards; and the staff to ensure oversight of the JBCR Program participants.
3. Participate with the Williamson County JBCR Workgroup determining the number of eligible inmates who may enter the JBCR Program based on meeting the eligibility criterion, as well as consideration of the physical capacity of the designated pod to achieve Texas Jail Standards and Article I.B. Program Goals, within Agreement.

Commissioners Court - Regular Session **60.**

Meeting Date: 11/19/2024

Yellow House Amendment

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 Subrecipient Agreement with Yellow House Foundation for the Support of Sobriety & Pandemic Impact Project.

Background

The Commissioners Court approved additional funding in the amount of $95,000 on October 29, 2024. The amendment is the follow-up to the Commissioners Court action. The amendment was prepared by Legal and has been reviewed by the Auditor's Office.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

YHF Amendment

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/14/2024 12:50 PM
Form Started By: Pierce Kathy		Started On: 11/14/2024 10:27 AM
Final Approval Date: 11/14/2024		

AMENDMENT TO
SUBRECIPIENT AGREEMENT BETWEEN
WILLIANSON COUNTY
AND YELLOW HOUSE FOUNDATION
FOR THE SUPPORT OF SOBRIETY & PANDEMIC IMPACT PROJECT

WITH 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"), a political subdivision of the State of Texas and Yellow House Foundation ("Subrecipient"), a Texas nonprofit 501(c)3 tax-exempt organization (collectively referred to as "Parties").

RECITALS

WHEREAS, the Parties executed that certain agreement entitled Subrecipient Agreement Between Williamson County and Yellow House Foundation for the Support of Sobriety & Pandemic Impact Project [FUNDING FROM: The American Rescue Plan Act (ARPA) (A.L.N. 21.027)] ("Agreement"), which became effective as of May 01, 2023;

WHEREAS, it has become necessary to amend the Agreement;

NOW, THEREFORE, premises considered, the Parties agree that the Agreement is amended as follows:

AGREEMENTS

1. **Article II - PAYMENT** of the Agreement shall be amended and supplanted, in its entirety, by the following:

   The COUNTY shall make available an amount of up to $396,000 (THREE HUNDRED AND NINTY SIX 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 and related services provided

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

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.

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___

YELLOW HOUSE FOUNDATION
(Subrecipient)

By: _____

Printed Name: Demariee Anderson

Title: President

Date: November 14 2024 20___

APPENDIX B – Program Outcome and Project Budget/Allowable Expenses
(Incorporated herein as if copied in full)

FUNDING METRICS and OUTCOMES:

Number of Peer Support Meetings/month Minimum 125 meetings/month
Attendance of Support Meetings/month On Average 3,300/month

YELLOW HOUSE PEER SUPPORT BUDGET	**2023/2024 BUDGET**	**Additional BUDGET**
Temporary Location Rent (Oct. 2022 – Nov. 2023)	$114,000	$43,000
Temporary Location Repairs	$ 48,000	- 0 -
Infrastructure/Electrical Connection	$ 32,000	$33,000
Contracted Building Maintenance Services	$ 24,000	$19,000
Mortgage Payments (Jan. 2024 – Dec. 2024)	$ 60,000	- 0 -
Telephone/Internet	$ 1,000	- 0 -
Utilities (Water, wastewater, electric, trash)	$ 22,000	- 0 -
TOTAL	**$301,000**	**$95,000**

Commissioners Court - Regular Session **61.**

Meeting Date: 11/19/2024

Hope Alliance ARPA Amendment

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 Amendment No. 4 to Subrecipient Agreement with the Williamson County Crisis Center, D/B/A Hope Alliance for the Temporary Auxiliary Emergency Shelter Project Funding From: The American Rescue Plan Act (ARPA) (A.L.N. 21.027).

Background

The Commissioners Court approved additional funding in the amount of $95,000 for Hope Alliance on October 29, 2024. The amendment is the follow-up to the Commissioners Court action. The amendment was prepared by Legal and has been reviewed by the Auditor's Office.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Amendment No. 4 Hope Alliance

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/14/2024 12:55 PM
Form Started By: Pierce Kathy		Started On: 11/14/2024 10:49 AM
Final Approval Date: 11/14/2024		

AMENDMENT NO. 4
TO
SUBRECIPIENT AGREEMENT BETWEEN
WILLIANSON COUNTY
AND THE WILLIAMSON COUNTY CRISIS CENTER D/B/A HOPE ALLIANCE
FOR THE TEMPORARY AUXILIARY EMERGENCY SHELTER PROJECT
FUNDING FROM:
THE AMERICAN RESCUE PLAN ACT (ARPA) (A.L.N. 21.027)

THIS AMENDMENT No. 4 to Subrecipient Agreement is made and entered into by and between Williamson County, Texas ("County") and The Williamson County Crisis Center D/B/A Hope Alliance ("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 Williamson County Crisis Center D/B/A Hope Alliance for the Temporary Auxiliary Emergency Shelter Project [FUNDING FROM: The American Rescue Plan Act (ARPA) (A.L.N. 21.027)], which became effective as of February 28, 2023 ("Agreement");

WHEREAS, the Parties executed three prior amendments to the Agreement for the purpose of adding additional funding needed for additional repairs and maintenance for Subrecipient's Temporary Auxiliary Emergency Shelter Project;

WHEREAS, additional funding has become available for the purpose of funding more repairs and maintenance for Subrecipient's Temporary Auxiliary Emergency Shelter Project and it has become necessary to amend the Agreement;

NOW, THEREFORE, premises considered, the Parties agree that the Agreement is amended as follows:

AGREEMENTS

1. Article II. Payment of the Agreement and Paragraph 1 of the Second Amendment shall be amended and supplanted, in their entirety, by the following:

The COUNTY shall make available an amount of up to **$665,112.00 (SIX HUNDRED SIXTY-FIVE THOUSAND, ONE HUNDRED AND TWELVE DOLLARS)** to SUBRECIPIENT from the COUNTY's FRF FUNDS to reimburse SUBRECIPIENT for expenses related to eligible uses of FRF FUNDS as outlined in the Treasury's Interim 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

2. **Appendix B- Program or Project Budget/Allowable Expenses** of the Agreement shall be amended and supplanted, in their entirety, by the Appendix B attached hereto, which is being incorporated herein by reference.

3. Each party represents and warrants that it has due power and lawful authority to execute and deliver this Amendment No. 4 and to perform its obligations under the Agreement; and, furthermore, the Agreement and this Amendment No. 4 are the valid, binding, and enforceable obligations of such party.

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

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 4 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

By: _____

Printed Name: _____

Title: **As Presiding Officer, Williamson County Commissioners Court**

Date: _____ **, 20** ___

The Williamson County Crisis Center D/B/A Hope Alliance

By: Richard M. Brown, CEO

Printed Name: Richard M. Brown

Title: Chief Executive Officer

Date: November 14 **, 20**24

Appendix B- Program or Project Budget/Allowable Expenses

Hope Alliance
Williamson County ARPA

	Budget Adjustment
Expenses	
Payroll Expenses	
Salaries Expense	357,992.29
Medicare Expense	4,912.84
Social Security Expense	21,007.17
Unemployment Expense	4,201.70
Worker's Compensation Expense	2,084.07
Retirement Benefit	6,736.70
Health	40,434.87
Life/LTD/AD&D	1,259.91
Dental	1,085.31
Professional and Audit Fees	1,200.00
Dues and Subscriptions	564.66
Interpreter Services	371.70
IT Services	4,416.00
New Hire Expense	2,048.00
Travel Expenses/Mileage	1,031.76
Staff Training & Devel	850.00
Office Supplies	2,079.29
Postage	228.00
Printing	0.00
Storage	2,902.20
Pest Control	1,742.00
Janitorial	1,848.84
Maintenance/Repairs	6,256.42
Security	1,816.81
Communications	12,645.73
Electricity	18,271.54
Gas	1,491.66
Trash Disposal	1,689.94
Program Expense	43.20
Supplies	5,611.75
Groceries	8,800.59
Client Services Expense	1,500.00
Insurance Expense	6,788.16
Work In Progress To Enhance Capacity	95,000.00
Furniture Fixtures and Equipment	46,198.89
Total Expenses	665,112.00

Commissioners Court - Regular Session **62.**

Meeting Date: 11/19/2024

Approval of Agreement for Preservation of Records from U.S. Imaging, Inc. for the County Clerk's Office

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 Agreement #202564 for Scanning and Imaging Services from US Imaging, Inc. pursuant to Harris County Interlocal Agreement (ILA) in the not-to-exceed amount of $250,000.00 and authorizing the execution of the Addendum.

Background

Approval of this agreement will support the operations of the Williamson County Clerk's Office as this purchase is for the scanning of Deed of Trusts, Probate Minutes and various record books on-site for Williamson County. The proposal is attached that outlines the scope of work required. It was verified that Harris County does have an active contract with US Imaging Inc. for this service. The Interlocal Agreement (ILA) is attached herein approved on 4.11.2023. Funding source is 01.0385.0385.004550 as per FY25 budget. Origination #1421. Department point of contact is Nancy Rister.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

US Imaging Addendum

Harris Co ILA

Form 1295

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	11/13/2024 04:46 PM
County Judge Exec Asst.	Becky Pruitt	11/14/2024 08:31 AM
Form Started By: Barbi Hageman		Started On: 11/07/2024 09:41 AM
Final Approval Date: 11/14/2024		

WILLIAMSON COUNTY
SERVICES CONTRACT

US Imaging, Inc.

Proposal # 2023-09.0025.01 Addendum 1

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 SERVICES 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 **US Imaging, 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 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 services include but are not limited to the services and work described in the attached Quote/Proposal # 2023-09.0025.01 Addendum 1 being marked as **Exhibit "A,"** which is incorporated herein to the extent the Quote/Proposal meets or exceeds the requirements of County's solicitation, if applicable.

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 **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 February 28, 2025, or when terminated pursuant to this Contract, whichever event occurs first.

III.

Consideration and Compensation: Service Provider will be compensated based on a

fixed sum as set out in **Exhibit "A"** upon final completion of the services as determined by County. The not-to-exceed amount under this Contract is Two Hundred Fifty Thousand Dollars ($250,000.00), unless amended by a change order and approved by Williamson County Commissioners Court.

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. The County agrees to provide exemption certificates to Service Provider upon request.

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 to the Risk Management Department: coi.submission@wilco.org.

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.

VIII.

Compliance With All Laws: Service Provider agrees and will comply with any and 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: Williamson County Vendor Reimbursement Policy.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. As described in the attached Quote(s)/Proposal(s), and being marked **Exhibit "A,"** which is incorporated to the extent the Quote(s)/Proposal(s) meets or exceeds the requirements of County's solicitation, if applicable; and
B. 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.

[SIGNATURE PAGE TO FOLLOW]

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

WILLIAMSON COUNTY:

_____
Judge Bill Gravell, Jr.
County Judge

Date: _____ ___, 20____

SERVICE PROVIDER:

US Imaging, Inc.
Name of Service Provider

Authorized Signature

Eric Nejedly
Printed Name

Date: 10/31 ____, 2024

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Nov 05 2024 Time: 3:44 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Nov 05 2024 Time: 3:22 pm

EXHIBIT A

Proposal to:

Scan & Process Deed of Trust, Probate Minute and Various Record Types

Presented to:

Williamson County Clerk
405 Martin Luther King Street
Georgetown, TX 78626

Presented by:

US Imaging, Inc.
400 S. Franklin Street
Saginaw, MI 48607
www.us-imaging.com

Eric Nejedly
Western Account Manager
enejedly@us-imaging.com
(303) 319-9457

October 28, 2024

US ★ Imaging

October 28, 2024

Nancy Rister
Williamson County Clerk
405 Martin Luther King Street
Georgetown, TX 78626

US Imaging, Inc. is pleased to present this proposal to scan and process **Deed of Trust, Probate Minute, and Various Record Books** for Williamson County. Our team will provide Williamson County with an unparalleled combination of county expertise, proven processes, and state-of-the-art technology to provide the highest quality images and indexes possible. US Imaging understands the scope of work required, the critical success factors, and the County's goals. US Imaging has become America's premier County Conversion Service for the following reasons:

- **Experience** – We have been in the imaging business for 48 years and have successfully served over 1,050 Counties nationwide. We are the only scanning vendor in America that exclusively serves Counties.
- **3-Stage Process** – Our unique 3-stage process allows us to provide the highest quality at the lowest price while providing the County with complete control over the image quality and project budget.
- **Stage 1: On-Site Scanning** – County Records are irreplaceable and extremely valuable; therefore, we prefer to scan all original media on-site with 24/7 access. When this cannot be accomplished, we can securely transport the files to our local office for processing.
- **State-of-the-Art Scanners** – We are a beta test site for multiple scanner manufacturers and receive new technology several months before our competitors. We are constantly upgrading and currently operate the very latest scanners for Bound books, Photostat books, Rollfilm, Cards, Aperture Cards and Drawings.
- ***ImageXpress*** – A software utility that allows Counties to easily access images by book-page #, document #, quickly scroll through an entire book, roll, jacket or aperture card, view both TIFF & JPEG images, adjust JPEG grayscale contrast, crop, deskew, redact, mask, print, save or e-mail images as needed.
- **Stage 2: Double Inspect, Group, Name, & Verify –** 100% of the images are inspected for legibility, grouped together as documents, and named by two separate operators and compared electronically, any mismatches are inspected by a third operator and corrected for 100% accuracy.
- **Poor Quality Reporting –** 100% of the images are inspected two times as 12" x 18" images on 27" portrait monitors for legibility. We will provide a detailed report of Book-Page # or Document-Page # and the reason that it has been reported as poor quality: too light, too dark, blurry, A Page, retake, missing, etc.
- ***ImageReview* –** A software utility that sorts and filters the images on the poor quality image report and displays the poor quality images. The County can easily uncheck images that are acceptable quality.
- **Stage 3: Image Enhancement** – US Imaging can adjust the poor contrast of an entire roll, splice, book, jacket, aperture card, document, page or any specific area on a page to provide the most legible images possible.
- **Image & Index Formatting** – US Imaging has export formats for every County Records Management System on the market.
- **Guaranteed Quality** – If a County is ever unsatisfied with any image or index, we will correct it for free.

We appreciate the opportunity to present our services and look forward to working with you. If you have any questions, please call (303) 319-9457 or e-mail enejedly@us-imaging.com.

Sincerely,

Eric Nejedly
Western Account Manager
US Imaging, Inc.

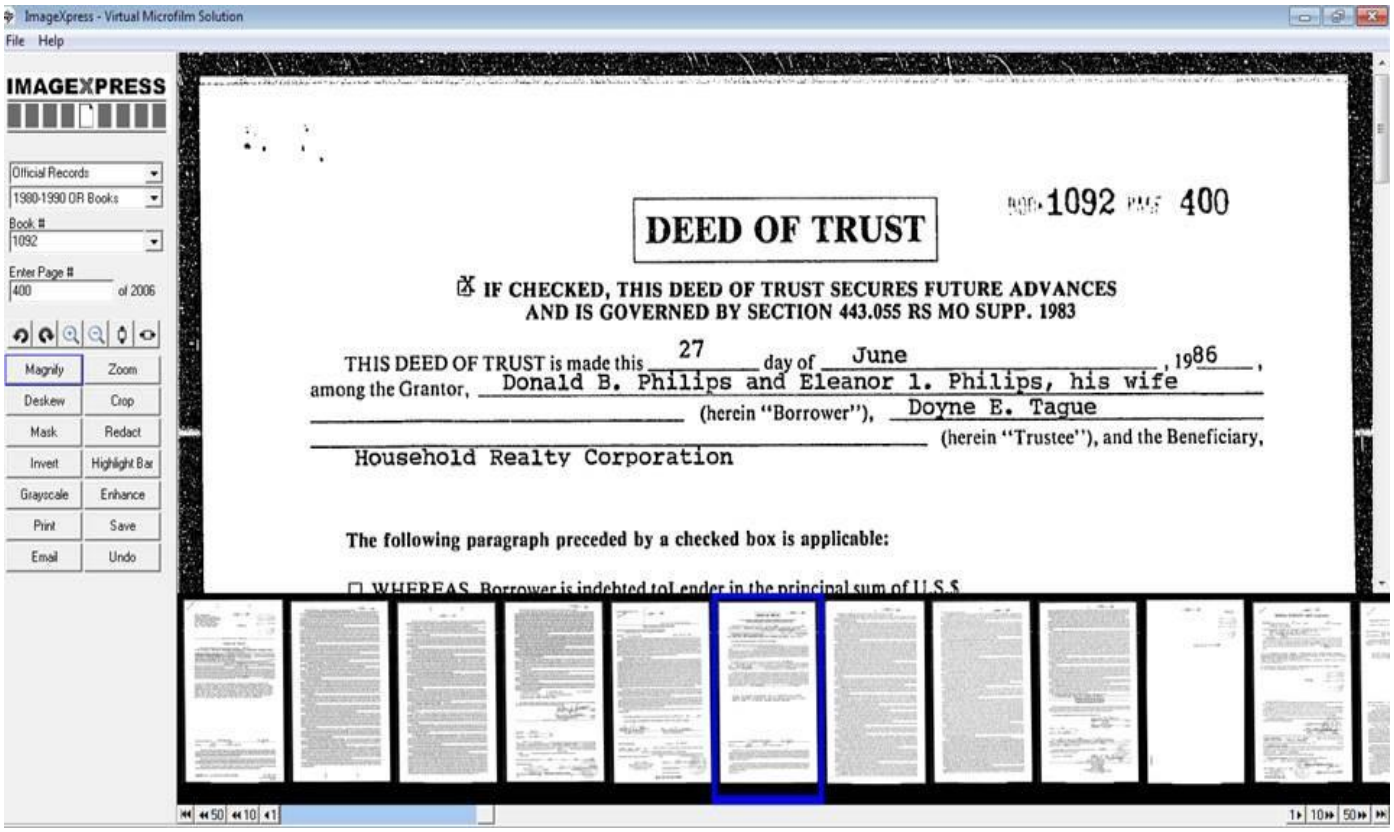
Williamson County Requirements

- **Hardware** – County will allocate sufficient hard drive storage to import TIFF images into the system.
- **Import** – The County has requested that these documents **NOT** be formatted for the County's Tyler Technology system(s).
- **Pilot** - County will inspect the first 1,000 images each time that the media changes and approve image quality, naming, formatting, and index accuracy or request changes prior to completing Stage 2 and 3.
- **Poor Quality Image Report** – County will review images on the poor-quality image report and approve the enhancement of Poor Quality images.

US Imaging Requirements

- **On-Site Scanning** – We will provide all necessary hardware, software, staff, and project managers to perform scanning on-site at our local warehouse 24 hours per day, 7 days a week.
- **Inventory** – US Imaging Staff will create an inventory report of all the media types for the entire range of images that require capture. This on-line report will be utilized to track the progress of the project from start to finish.
- **Book Tracking –** Labels will be applied to the County's shelving units to identify the location where books are to be returned after scanning. Labels will be removed once scanning is completed.
- **Book Inspection** - If books or pages in mechanical binders require sorting or preparation, we can sort or prep them for $60.00 per hour. If pages are too fragile to handle, we will bring this to the County's attention and recommend a Book Restoration and Binding Company.
- **Book Handling** - Books will be removed from shelves in sequential order. Bound pages will remain in the binder and placed in a custom book cradle during capture to hold two pages (left & right) open, flat, level and in focus. Pages in mechanical binders that are smaller than 12" will be removed from the binders and fed through a document scanner. After scanning, pages will be placed back into mechanical binders and books will be put back onto shelves in order.
- **Bound Book Scanning** – Pages within a bound (sewn or glued) binder will not be cut and the pages and binder will remain intact. Pages will be scanned on a book scanner at 300dpi and are saved as color JPEG images. Our Book Scanners will capture two pages (left & right) per image, utilize book cradles to hold pages level & a glass platen will flatten the pages to minimize spine curvature and allow the scanner to obtain consistent focus and sharpness across both pages.
- **Mechanical Book Scanning** – Handwritten, Typed and Photostat pages are removed from mechanical binders and are scanned in color at 300dpi and are saved as color JPEG images. Pages are fed through an automatic document feeder and capture the front and back of the page simultaneously to create two individual JPEG images. Scanners will be cleaned each time vertical lines appear to minimize file size and eliminate data from being covered up.
- **Plat Inspection/Preparation** – This will include unbinding, unrolling, unfolding documents, mending tears and bent corners and orientate pages for optimum scanning throughput.
- **Plat Scanning** – Plats will be scanned with a large format Drawing Scanner at 300 dpi Grayscale JPEG images and 300 dpi Black and White TIFF images. Capturing grayscale JPEG images allows US Imaging to enhance black and white TIFF images at any point in the future without having to physically rescan the pages. All JPEG images are sequentially numbered by a zero filled 8-digit number and stored in folders named by the Document Type and Book #.
- **On-Site Content Inspection –** After scanning, our on-site staff will inspect 100% of the pages as 1"x1.5" thumbnail images to confirm that no pages have been double fed, cut off, stretched, or contain scanner errors. Any pages with these issues will be rescanned at no charge before the on-site team leaves the premises. If pages are sequentially numbered within each book, our on-site staff will confirm that the quantity of images within each book directory matches the last page number within each book. If there are any mismatches between the number of images and number of pages, they will be corrected if present or noted in the production report. 100% of the JPEG and TIFF images will be thoroughly inspected for legibility and image quality as 12"x18" full size images in Stage 2.
- **JPEG to TIFF Conversion** – All JPEG images will be converted to 300dpi single page Black & White TIFF images with Group IV compression. TIFF images will be sequentially numbered by a zero filled 8-digit number and stored in folders named by the Document Type and Book #.
- **Automatic Crop & Deskew** - Each TIFF image will be run through a software program to remove solid black borders and automatically deskew crooked pages to reduce file size by approximately 25%. Despeckle is not performed on scanned images as it has a tendency to remove punctuation.
- **Automatic Polarity Reversal** – Each TIFF image will be automatically reversed. Black images with white text will be reversed to white images with black text. If Dual Polarity exists, it will be corrected in Stage 3.

- **USB Hard Drives** – All single page JPEG and TIFF images will be copied to two sets of external USB Hard Drives. One set will be shipped to the County for review and on-site backup. One set will be stored at US Imaging for additional processing and off-site backup.
- **ImageXpress Software** – We will provide a software utility called ***ImageXpress*** to allow the County to retrieve single-page TIFF & JPEG images until final images from Stage 3 are completed and imported into the Recording System. End users can retrieve digital images in the same manner as they currently do from microfilm and books, only much faster! Digital images can be viewed at Fit to Height, Fit to Width, Zoomed, Deskewed, Cropped, Redacted, Masked, Inverted, and viewed in Black & White or Grayscale. Grayscale images can be adjusted to lighter and darker, and multiple pages can be selected for printing, saving, or e-mailing as TIFF, JPEG, or PDF. A web-based version is also available if the County would prefer to host the images or have US Imaging host the images. Training will be provided via GoToMeeting at no charge.



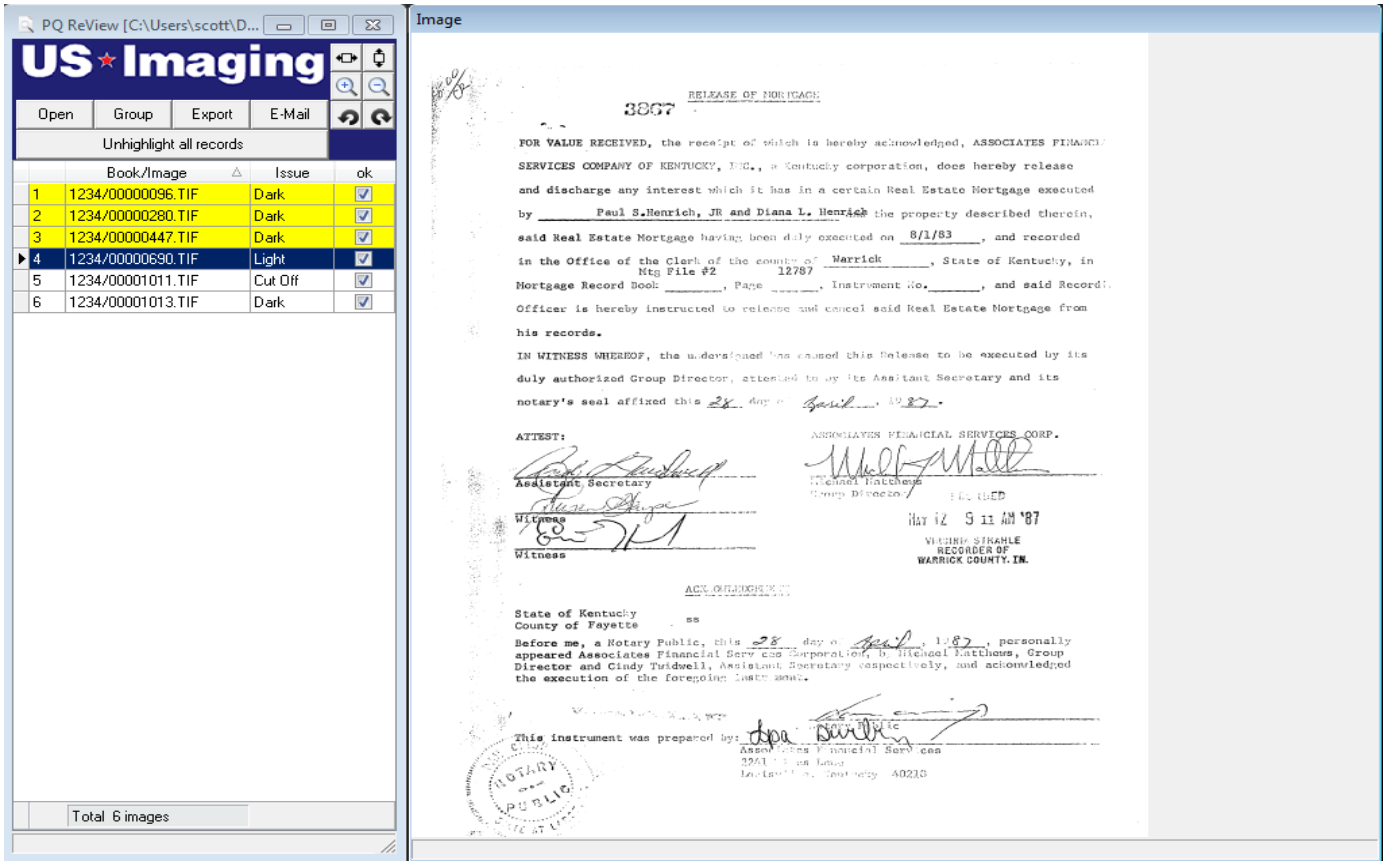
Stage 2 – Crop, Double Inspect, Group, Name, and Verify

- **Excess Border Removal** – Due to certain page sizes the automatic crop included in Stage 1 may leave large white borders, black borders, black lines, and shadows on the images. Manual cropping can be performed to provide a more accurate original page size, fewer bytes per image and better performance of your system and overall appearance of every image. No data or marginal notations will be removed from the image during this process.
- **Single Inspect & Report Quality** – Each black and white TIFF image will be visually inspected as a 12" W x 18" H image on 27" Portrait monitors and compared to the color or grayscale JPEG image on a second monitor and TIFF images with missing light data or gray shaded boxes that turn black with be reported as poor quality. Our staff will also check for sequential page order, missing pages, duplicate pages, "A" pages, retakes, and image quality. Particular attention is to be given to the Party Names, Dates, Legal Descriptions and Signatures during this process. If any part of the image is considered illegible it will be added to the Poor Quality Image Report. The poor quality issues that will be identified in the report are image too dark, image too light, blurry, white spots, black spots, poor original, out of order, missing, duplicate, "A" page & retake.
- **Double Inspect & Verify (Optional)** – Image quality is subjective, and we highly recommend a second opinion. 100% of the images will be inspected and reported a second time by a second inspector. The poor quality images identified

by the first inspector and the second inspector will be consolidated into one Poor Quality Image Report to guarantee the highest image quality possible.

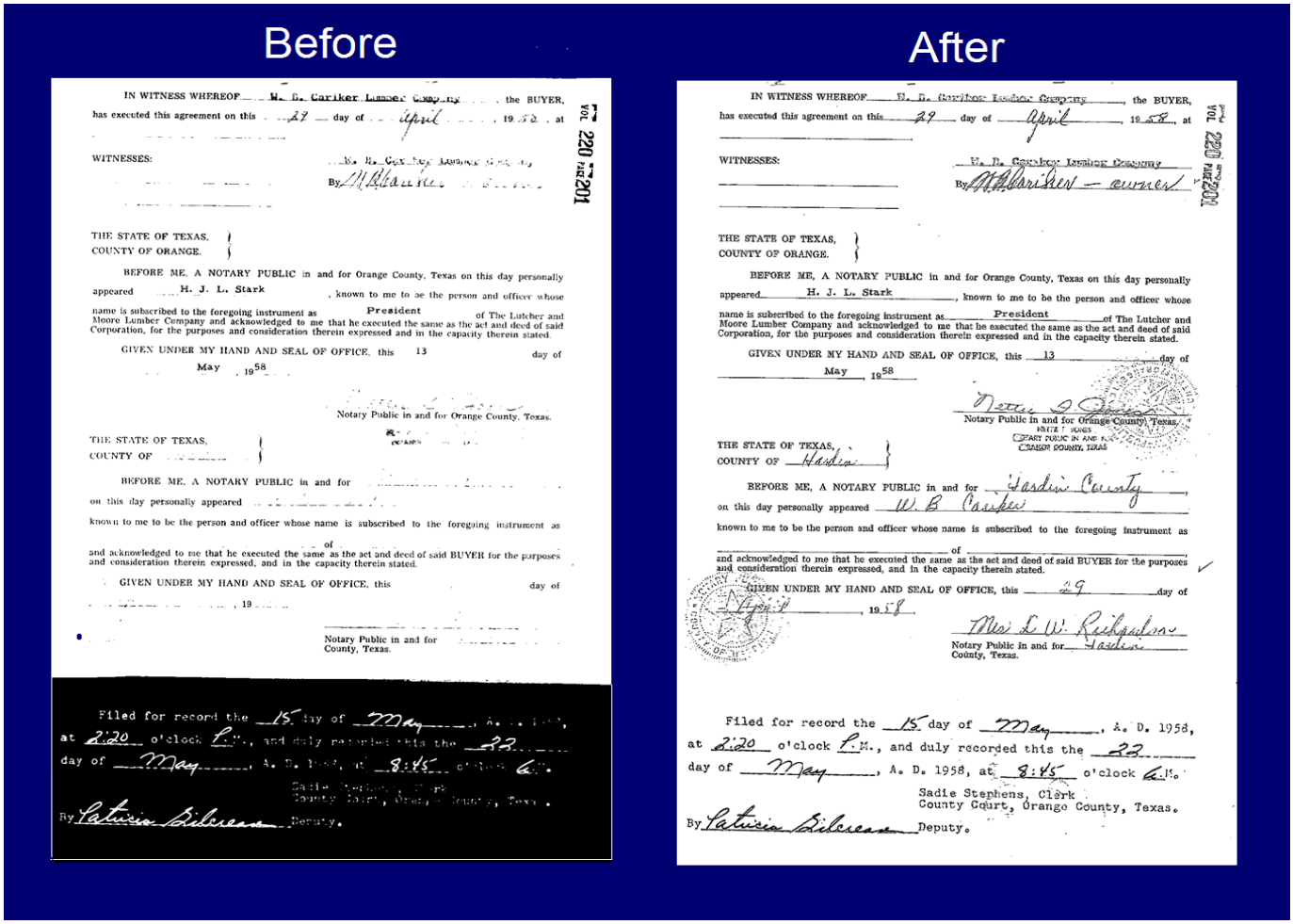
- **Page Duplication** – Handwritten Books commonly have multiple documents on a single page. These pages are duplicated so that each document can have its own set of images. A 600-page handwritten book will typically contain 900 documents; thus 300 pages will be duplicated.
- **Double Page Duplication (Optional)** – Duplication of pages is performed a second time and the second set of duplicated images are electronically compared against the first set of duplicated images and any mismatches are corrected by a third set of operators to provide the most accurate duplicating possible.
- **Manually Group & Name** – During scanning, images are captured as single images and stored in folders by each Book #. If Computer Index data is not available, our staff will manually group individual images together as documents and name each document by the Book-Page # of the first page of each new document in a single pass at 98% accuracy.
- **Double Group, Name, & Verify (Optional)** – Manual grouping and naming is prone to human errors, and we highly recommend double grouping and naming to eliminate them. 100% of the images will be grouped and named a second time by a second indexer. The documents and naming identified by the first indexer and the second indexer will be compared electronically and any mismatches will be inspected, verified, and corrected by a third indexer to guarantee the highest grouping and naming accuracy possible.
- **USB Hard Drives** – 100% of the inspected, cropped, grouped, named, and verified TIFF images, the Poor Quality Image Report and ***ImageReview*** Software will be copied to two sets of external USB Hard Drives. One set will be shipped to the County for review and on-site backup. One set will be copied to the Stage 1 drive and stored at US Imaging for off-site backup.

- **ImageReview Software** - We will provide a reviewing software program called ***ImageReview*** that will allow the County to easily sort the Poor Quality Report by Document-Page #, Book-Image # or Poor Quality Issue (light, dark, blurry, etc.). ***ImageReview*** can also filter the images by poor quality issue to isolate specific issues of concern and minimize the number of images that need to be reviewed. ***ImageReview*** will display the poor quality image so the County can see the problem with the image. Images can be deselected from the list if the image is of acceptable quality to the County. ***ImageReview*** highlights images on the list after they have been inspected so the users know if the image has already been inspected or not. Once inspection is complete, ***ImageReview*** exports an approved list of images to be enhanced that can be easily e-mailed to US Imaging and provide approval to proceed to Stage 3. This tool dramatically reduces the number of images that need to be inspected by the County and provides the County with complete control over the quality and budget.



Stage 3 – Enhance & Format

- **Image Enhancement** – US Imaging will adjust the poor contrast of an entire page or any specific area on a page to provide the most legible images possible. If the County is not satisfied with the legibility of any image, at any time, US Imaging will enhance the TIFF image from the JPEG backup image without having to physically rescan the original media.
- **Masking (Optional and will NOT be performed)** – Pages with multiple documents on a page can have unwanted documents masked so only one document is visible at a time. Page numbers, page margins and overall format of the page will not be changed.
- **Dual Polarity Correction** – The majority of Photostat pages are Black background with white text; however, some pages contain a mix where a portion of the page contains black background white text, and another portion contains white background with black text. US Imaging has the unique ability to correct this issue and adjust the background polarity, so the entire page contains white background with black writing. This will reduce storage space and will save a huge amount of toner when printing.
- **Marginal Notations –** Photostat Books commonly contain a white border around the black page. Book-Page #, Reference Book-Page # and Release information are commonly located in this white border and are called Marginal Notations. We have the unique ability to include these notations in the image and make all the background white and all the text and handwriting black.
- **Formatting** – We will format images and indexes for importing into the County's Records Management System.
- **USB Hard Drives** – All formatted images will be copied to two sets of external USB Hard Drives. One set will be shipped to the County for import and on-site backup. One set will be copied to the Stage 1 drive and stored at US Imaging for off-site backup.



Phase 1: Estimated Investment to Scan Probate Records at Round Rock Warehouse

Encapsulated (Probate Case #1456-2587)

1,455	Files	@	20	Pages per Case File	=	29,100	Pages	
29,100	Pages	@	75%	Pages with Backsides	=	21,825	Backsides	
50,925	Images	@	20%	Poor Quality Images	=	10,185	Poor Images	
58,200	Images	@	600	Encapsulated Images Scanned per Hour per Staff	=	97	Hours	
97	Hours	@	22	Hours per Day with 24/7 Access in Round Rock, TX	=	5	Days	
58,200	Images	@	400	Images per Gigabyte for Color/Grayscale JPEG Format	=	146	GB for JPEG's	
50,925	Images	@	4,000	Images per Gigabyte for B&W TIFF Format	=	13	GB for TIFF's	

Stage 1

1	Day	@	$400.00	Per Day On-Site with 24/7 Access in Round Rock, TX	=	$400.00	
49,045	Images	@	$0.20	Per Image to Scan 300dpi JPEG (Encapsulated)	=	$9,809.00	
49,045	Images	@	$0.01	Per Image to Convert JPEG to B&W TIFF	=	$490.45	
2	Drives	@	$200.00	Per USB Hard Drive, Copying & Backup	=	$400.00	52%
1	Shipment	@	$75.00	Per USB Hard Drive Shipment	=	$75.00	$11,174.45

Stage 2

45,446	Images	@	$0.03	Per TIFF to Remove Excess Borders	=	$1,363.38	
45,446	Images	@	$0.03	Per TIFF to Single Inspect & Report to 98% Quality	=	$1,363.38	
45,446	Images	@	$0.03	Per TIFF to Double Inspect & Report to 100% Quality	=	$1,363.38	
45,446	Images	@	$0.03	Per TIFF to Single Group & Name to 98% Accuracy[1]	=	$1,363.38	
45,446	Images	@	$0.03	Per TIFF to Double Group & Name to 100% Accuracy[1]	=	$1,363.38	
1	Drive	@	$200.00	Per USB Hard Drive, Copying	=	$200.00	33%
1	Shipment	@	$75.00	Per USB Hard Drive Shipment	=	$75.00	$7,091.90

Stage 3

9,123	Images	@	$0.32	Per TIFF to Enhance & Replace Poor Quality	=	$2,919.36	
1	Drive	@	$200.00	Per USB Hard Drive	=	$200.00	15%
1	Shipment	@	$75.00	Per USB Hard Drive Shipment	=	$75.00	$3,194.36

Total Investment **$21,460.71**

[1]Name by Case #

Phase 2: Estimated Investment to Scan Deed of Trust Record Books at Round Rock Warehouse

Bound & Encapsulated Books

25	Books	@	600	Pages per Book (Vols. 1-75 portion)	=	15,000	Images
22	Books	@	600	Pages per Book (Vols. 76-97) - Rebound w/ Extender	=	13,200	Images

Mechanical Books (up to 12" Wide)

50	Books	@	600	Pages per Book (Vols. 1-75 portion)	=	30,000	Images
70	Books	@	600	Pages per Book (Vols. 98-167) - Photostat	=	42,000	Images
229	Books	@	1,000	Pages per Book (Vols. 168-396) - Print, Duplex	=	229,000	Images
329,200	Images	@	17%	Poor Quality Images	=	55,964	Poor Images
100,200	Images	@	50%	Multiple Documents per Page	=	50,100	Multi-Docs
42,000	Images	@	20%	Dual Polarity Pages	=	8,400	Dual Polarity
42,000	Images	@	100%	Marginal Notation Pages	=	42,000	Notations
329,200	Images	@	400	Images per Gigabyte for Color/Grayscale JPEG Format	=	823	GB for JPEG's
329,200	Images	@	4,000	Images per Gigabyte for B&W TIFF Format	=	83	GB for TIFF's

Stage 2

330,014	Images	@	$0.03	Per TIFF to Remove Excess Borders	=	$9,900.42	
330,014	Images	@	$0.03	Per TIFF to Single Inspect & Report to 98% Quality	=	$9,900.42	
330,014	Images	@	$0.03	Per TIFF to Double Inspect & Report to 100% Quality	=	$9,900.42	
18,423	Images	@	$0.035	Per TIFF to Single Duplicate Pages to 98% Accuracy	=	$644.81	
18,423	Images	@	$0.035	Per TIFF to Double Duplicate Pages to 100% Accuracy	=	$644.81	
347,506	Images	@	$0.03	Per TIFF to Single Group & Name to 98% Accuracy (Bk-Pg)[1]	=	$10,425.18	
347,506	Images	@	$0.03	Per TIFF to Double Group & Name to 100% Accuracy (Bk-Pg)[1]	=	$10,425.18	
4,723	Docs	@	$0.0117	Per Handwritten Document to Double Pass Index - Doc #	=	$55.26	
78,128	Docs	@	$0.0094	Per Typed Document to Double Pass Index - Doc #	=	$734.40	
0	Drive	@	$200.00	Per USB Hard Drive, Copying (Incl. in Phase 1)	=	$0.00	76%
0	Shipment	@	$75.00	Per USB Hard Drive Shipment (Incl. in Phase 1)	=	$0.00	$52,630.89

Stage 3

49,566	Images	@	$0.32	Per TIFF to Enhance & Replace Poor Quality	=	$15,861.12	
2,896	Images	@	$0.035	Per TIFF to Reverse Dual Polarity on Photostat Pages	=	$101.36	
21,966	Images	@	$0.05	Per TIFF to Reverse Marginal Notations on Photostat Pages	=	$1,098.30	
1	Drive	@	$200.00	Per USB Hard Drive, Copying (Incl. in Phase 1)	=	$0.00	24%
1	Shipment	@	$75.00	Per USB Hard Drive Shipment (Incl. in Phase 1)	=	$0.00	$17,060.78

Total Investment **$69,691.67**

[1]Name by Book/Page order only

Phase 3: Estimated Investment to Scan Probate Minute Record Books at Round Rock Warehouse

Bound & Encapsulated Books

38	Books	@	600	Pages per Book (Vols. 1-38)	=	22,800	Images
59	Books	@	650	Pages per Book (Vols. 69-127) - Encapsulated, Photostat	=	38,350	Images

Mechanical Books (up to 12" Wide)

30	Books	@	600	Pages per Book (Vols. 39-68)	=	18,000	Images
231	Books	@	1,000	Pages per Book (Vols. 128-358) - Print, Simplex	=	231,000	Images
310,150	Images	@	17%	Poor Quality Images	=	52,726	Poor Images
79,150	Images	@	50%	Multiple Documents per Page	=	39,575	Multi-Docs
38,350	Images	@	20%	Dual Polarity Pages	=	7,670	Dual Polarity
38,350	Images	@	100%	Marginal Notation Pages	=	38,350	Notations
310,150	Images	@	400	Images per Gigabyte for Color/Grayscale JPEG Format	=	776	GB for JPEG's
310,150	Images	@	4,000	Images per Gigabyte for B&W TIFF Format	=	78	GB for TIFF's

Stage 2

297,836	Images	@	$0.03	Per Image to Remove Excess Borders	=	$8,935.08	
297,836	Images	@	$0.03	Per TIFF to Single Inspect & Report to 98% Quality	=	$8,935.08	
297,836	Images	@	$0.03	Per TIFF to Double Inspect & Report to 100% Quality	=	$8,935.08	
23,069	Images	@	$0.035	Per TIFF to Single Duplicate Pages to 98% Accuracy	=	$807.42	
23,069	Images	@	$0.035	Per TIFF to Double Duplicate Pages to 100% Accuracy	=	$807.42	
320,172	Images	@	$0.03	Per TIFF to Single Group & Name to 98% Accuracy[1]	=	$9,605.16	
320,172	Images	@	$0.03	Per TIFF to Double Group & Name to 100% Accuracy[1]	=	$9,605.16	
1	Drive	@	$200.00	Per USB Hard Drive, Copying (Incl. in Phase 1)	=	$0.00	73%
1	Shipment	@	$75.00	Per USB Hard Drive Shipment (Incl. in Phase 1)	=	$0.00	$47,630.39

Stage 3

51,233	Images	@	$0.32	Per TIFF to Enhance & Replace Poor Quality	=	$16,394.56	
4,596	Images	@	$0.035	Per TIFF to Reverse Dual Polarity on Photostat Pages	=	$160.86	
15,961	Images	@	$0.05	Per TIFF to Reverse Marginal Notations on Photostat Pages	=	$798.05	
1	Drive	@	$200.00	Per USB Hard Drive (Incl. in Phase 1)	=	$0.00	27%
1	Shipment	@	$75.00	Per USB Hard Drive Shipment (Incl. in Phase 1)	=	$0.00	$17,353.47

Total Investment **$64,983.86**

[1]Name by Book/Page order only

Phase 4 Various Record Book Inventory

	Bound	OS Mechanical/ Encapsulated	Mechanical: Typed	Mechanical: Photostat	Mechanical: Print (Simplex)
Abstract of Judgement Books Vols. 1-44 +4	3		4	3	38
Mechanic Liens Books Vols. 1-32	7		14	11	
Naturalization Books		29			
Alien Owned Land Book			1		
Election Returns Books		13			
Condominium Book					1
Survey Books		2			
Delayed Births Books		6			
Bonds Books	5		2		
Bonds/Brands Books		2			
Deputation Records Books	3	2	1		3
Guardianship Minutes Books	2				8
Small Estates Books	1				2
Bond Register Books		2			
Bond Record Books	8		2	2	4
Misdemeanor Fee Docket Books	9				
Survey Record Books		14			
Mental Illness Docket Books		6			
Field Notes Books		3			
Bill of Sale Books	6		2	3	1
Laborers Lien Record 2		2			
Grand Jury Minutes Books		3			
Bonds to Pay Liens Books		2			
Surveyor Records Books		3			
Dentist License Books		2			
Nurse Register Book (Black)		1			
Hospital Lien Book (Red)		1			
Field Note Book (Red)		2			
Notary Bond Books		6			
Execution Docket Books (Red)		6			
Road Minutes Books (Brown)		2			
School Board Books	1	1			
Equalization Books (Brown)		4			
Lunacy Docket Books (Brown)		7			
Bond/Miscellaneous Books (Gray)		2			
Civil Minutes Books					11
Embalmers Record Books		2			
Criminal Minutes Books Vols. 11-50					40
Discharge Record Books	4		4	2	4
Total Inventory	**49**	**125**	**30**	**21**	**112**

Phase 4: Estimated Investment to Scan Various Record Books at Round Rock Warehouse

Bound & Encapsulated Books

49	Books	@	600	Pages per Book	=	29,400	Images
125	Books	@	504	Pages per Book - Encapsulated	=	63,000	Images

Mechanical Books (up to 12" Wide)

30	Books	@	600	Pages per Book	=	18,000	Images
21	Books	@	650	Pages per Book - Photostat	=	13,650	Images
112	Books	@	1,000	Pages per Book - Print, Simplex	=	112,000	Images
236,050	Images	@	25%	Poor Quality Images	=	59,013	Poor Images
124,050	Images	@	50%	Multiple Documents per Page	=	62,025	Multi-Docs
13,650	Images	@	20%	Dual Polarity Pages	=	2,730	Dual Polarity
13,650	Images	@	100%	Marginal Notation Pages	=	13,650	Notations
236,050	Images	@	400	Images per Gigabyte for Color/Grayscale JPEG Format	=	591	GB for JPEG's
236,050	Images	@	4,000	Images per Gigabyte for B&W TIFF Format	=	60	GB for TIFF's

Stage 2

185,433	Images	@	$0.03	Per Image to Remove Excess Borders	=	$5,562.99	
185,433	Images	@	$0.03	Per TIFF to Single Inspect & Report to 98% Quality	=	$5,562.99	
185,433	Images	@	$0.03	Per TIFF to Double Inspect & Report to 100% Quality	=	$5,562.99	
11,274	Images	@	$0.035	Per TIFF to Single Duplicate Pages to 98% Accuracy	=	$394.59	
11,274	Images	@	$0.035	Per TIFF to Double Duplicate Pages to 100% Accuracy	=	$394.59	
187,915	Images	@	$0.03	Per TIFF to Single Group & Name to 98% Accuracy (Bk-Pg)	=	$5,637.45	
187,915	Images	@	$0.03	Per TIFF to Double Group & Name to 100% Accuracy (Bk-Pg)	=	$5,637.45	
42,158	Docs	@	$0.0117	Per HW Document to Double Pass Index - Doc #	=	$493.25	
80,939	Docs	@	$0.0094	Per Typed Document to Double Pass Index - Doc #	=	$760.83	
1	Drive	@	$200.00	Per USB Hard Drive, Copying (Incl. in Phase 1)	=	$0.00	60%
1	Shipment	@	$75.00	Per USB Hard Drive Shipment (Incl. in Phase 1)	=	$0.00	$30,007.13

Stage 3

61,894	Images	@	$0.32	Per TIFF to Enhance & Replace Poor Quality	=	$19,806.08	
1,796	Images	@	$0.035	Per TIFF to Reverse Dual Polarity on Photostat Pages	=	$62.86	
5,639	Images	@	$0.05	Per TIFF to Reverse Marginal Notations on Photostat Pages	=	$281.95	
1	Drive	@	$200.00	Per USB Hard Drive (Incl. in Phase 1)	=	$0.00	40%
1	Shipment	@	$75.00	Per USB Hard Drive Shipment (Incl. in Phase 1)	=	$0.00	$20,150.89

Total Investment **$50,158.02**

Phase 5: Estimated Investment to Scan Maps at Round Rock Warehouse

Oversized Plats

75	Plats	@	4	Images per Plat	=	300	Images	
300	Images	@	125%	Poor Quality Images	=	375	Poor Images	
300	Images	@	100%	Marginal Notations	=	300	Notations	
300	Images	@	400	Images per Gigabyte for Color/Grayscale JPEG Format	=	1	GB for JPEG's	
300	Images	@	4,000	Images per Gigabyte for B&W TIFF Format	=	1	GB for TIFF's	

Stage 2

296	Images	@	$0.03	Per Image to Remove Excess Borders	=	$8.88		
296	Images	@	$0.03	Per TIFF to Single Inspect & Report to 98% Quality	=	$8.88		
296	Images	@	$0.03	Per TIFF to Double Inspect & Report to 100% Quality	=	$8.88		
296	Images	@	$0.03	Per TIFF to Single Group & Name to 98% Accuracy (Bk-Pg)	=	$8.88		
296	Images	@	$0.03	Per TIFF to Double Group & Name to 100% Accuracy (Bk-Pg)	=	$8.88		
135	Docs	@	$0.3189	Per Typed Document to Double Pass Index[1]	=	$43.05		
1	Drive	@	$200.00	Per USB Hard Drive, Copying (Incl. in Phase 1)	=	$0.00	55%	
1	Shipment	@	$75.00	Per USB Hard Drive Shipment (Incl. in Phase 1)	=	$0.00	$87.45	

Stage 3

221	Images	@	$0.32	Per TIFF to Enhance & Replace Poor Quality	=	$70.72		
1	Drive	@	$200.00	Per USB Hard Drive, Copying (Incl. in Phase 1)	=	$0.00	45%	
1	Shipment	@	$75.00	Per USB Hard Drive Shipment (Incl. in Phase 1)	=	$0.00	$70.72	

Total Investment **$158.17**

[1]Index via a Match & Merge of provided County data

ACCEPTANCE AND AUTHORIZATION:

The proposed quantities above are estimated; invoiced quantities will be actual. Invoices will be issued at the completion of each Stage or Hard Drive shipment. **US Imaging will ship Hard Drives and submit invoice(s) prior to December 31, 2024.**

All hard drives, images, and indexes are the exclusive property of the County. US Imaging will not reproduce or distribute Williamson County images and/or indexes to any other entity without the County's express permission.

US Imaging, Inc. has aligned itemized pricing to the services presented to Harris County through Contract/Project ID 170041. The current term of the contract between US Imaging and Harris County is valid through February 28, 2025.

Williamson County may designate acceptance of this proposal by the signature of a duly authorized officer of the company. Total costs for initial implementation and ongoing costs have been described herein.

In exchange for products and services outlined in this proposal, Williamson County agrees to pay US Imaging, Inc. the total amount due within 30 days from the date of invoice.

US Imaging also reserves the right to collect monies owed in the event of nonpayment and recover any and all legal fees in addition to the unpaid balance.

Accepted by:

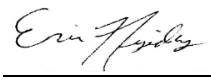
Authorized County Representative
Williamson County
405 Martin Luther King Street
Georgetown, TX 78626

Signature: _____

Date: _____

Accepted by:

Eric Nejedly
Western Account Manager
US Imaging, Inc.
400 S. Franklin Street
Saginaw, MI 48607

Signature: 

Date: October 28, 2024

Please Check the Approved Phase(s):

_____	Phase 1: Scan & Process Probate Records (Stage 1-3)	=	$21,460.71
_____	Phase 2: Process Deed of Trust Books (Stage 2-3)	=	$69,691.67
_____	Phase 3: Process Probate Minute Record Books (Stage 2-3)	=	$64,983.86
_____	Phase 4: Process Various Record Books (Stage 2-3)	=	$50,158.02
_____	Phase 5: Process Maps (Stage 2-3)	=	$158.17
	Total Estimated Investment	**=**	**$206,452.43**

DocuSign Envelope ID: 83583870-8CBD-4ACB-BA76-AD814AFCAC27

INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY AND WILLIAMSON COUNTY

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This Interlocal Agreement (the "Agreement") is made and entered by and between Harris County, Texas ("Harris County"), a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court and Williamson County, Texas ("Williamson County"), and pursuant to the Interlocal Cooperation Act, Tex. Gov't Code Ann. §§ 791.001 – 791.030. Harris County and Williamson County are referred to herein collectively as "Parties" and individually as a "Party."

Recitals

Williamson County desires Harris County's assistance in purchasing certain materials, goods or services and Harris County desires Williamson County's assistance in purchasing certain materials, goods or services.

Harris County and Williamson County currently purchase certain materials, goods, and services from various businesses ("Vendors") under executed Harris County and Williamson County contracts.

Harris County agrees to allow Williamson County to utilize its current contracts and Williamson County agrees to allow Harris County to utilize its current contracts in order to increase the efficiency and effectiveness of government.

Terms

I.

Each Party agrees to supply the other Party with information concerning contracts each Party currently utilizes or will utilize in the future with various Vendors. This Agreement shall apply only to those materials, goods, or services for which the Party currently has, or will have in the future, under an executed contract with a Vendor. Nothing herein shall obligate a Party to purchase any materials, goods, or services from any particular Vendor. A Party shall not, under any circumstances, be obligated to procure any materials, goods, or services for the other Party nor to include the other Party in any procurement effort. Each Party reserves the right, in its sole discretion, to terminate any or all of its contracts with any Vendor(s) without the prior written notice or approval of the other Party. Neither Party owes the other Party any obligation whatsoever for the use of its contracts. Neither Party owes compensation to the other Party for the use of its

DocuSign Envelope ID: 83583870-8CBD-4ACB-BA76-AD814AFCAC27

current executed contracts. Neither Party shall enter into any contract allowing any third party including, but not limited to other municipalities, agencies, departments, counties, cooperative purchasing organizations or other governmental entities, the use of the other Party's contracts through the utilization of this Agreement.

II.

Each Party requesting Vendor to supply materials, goods, or services (the "Requesting Party ") under an executed contract from the other Party ("Contracting Party") will enter into a contract with the Vendor. Each Vendor, in its own discretion, must agree to allow the Requesting Party to purchase materials, goods, or services under the contract between the Vendor and the Contracting Party. The following language shall be included in each contract the Requesting Party enters into with a Vendor.

> The materials, goods, or services subject to this contract are being procured using an executed contract between Vendor and [name of Contracting Party], subject to the following.
>
> Vendor has the right to refuse the [name of Requesting Party] request to use the [name of Contracting Party] executed contract;
>
> If Vendor agrees to contract with [name of Requesting Party] using its executed contract with [name of Contracting Party], then all materials, goods, or services purchased under the Agreement between [name of Requesting Party] and Vendor shall be in accordance with the current terms and conditions of the [name of Contracting Party] executed contract;
>
> [name of Requesting Party] shall have no authority whatsoever to change any terms, conditions, or pricing in any [name of Contracting Party] contract;
>
> In the event that the contract was procured using a Request For Proposals or any other procurement process that allows for negotiation, the [name of Requesting Party] may negotiate pricing and terms that would apply to [name of Requesting Party] only;
>
> Vendor shall bill [name of Requesting Party] directly for any and all materials, goods, or services purchased by [name of Requesting Party] under the [name of Contracting Party] executed contract;
>
> Vendor shall look only to [name of Requesting Party] for any and all compensation owed for purchases made by [name of Requesting Party] utilizing the executed [name of Contracting Party] contract; and
>
> Vendor shall settle any and all disputes with [name of Requesting Party] concerning any purchases made by [name of Requesting Party]. [name of Contracting Party] shall not be a party to any dispute between Vendor and [name of Requesting Party], nor be responsible in any way for the acts or omissions of [name of Requesting Party]

III.

DocuSign Envelope ID: 83583870-8CBD-4ACB-BA76-AD814AFCAC27

Each Party understands that all the materials, goods, or services procured using the other Party's executed contracts shall be procured by the Party in accordance with all applicable federal, state, and local laws, rules, regulations, or ordinances, including but not limited to the County Purchasing Act Tex. Loc. Gov't Code §§ 262.021, *et. seq* as amended and the Purchasing and Contracting Authority of Municipalities Tex. Loc. Gov't Code Ann. §§ 252.001, *et. seq.*, as amended.

IV.

Each Party shall be responsible to a Vendor only for the materials, goods, or services ordered and received by the Party and shall not, by the execution of this Agreement, assume any liability or waive any rights under the applicable contract or as provided by law. Any and all disputes arising between Vendor and the Requesting Party shall be handled between the Requesting Party and Vendor. Vendors shall bill the Requesting Party directly for all materials, goods, or services ordered by it. The Requesting Party understands and agrees it shall make all payments to Vendors in accordance with all applicable laws including, but not limited to Tex. Gov't Code Ann. §§ 101.021, *et. seq.*, as amended.

V.

EACH PARTY SHALL BE RESPONSIBLE FOR ALL CLAIMS AND LIABILITY DUE TO THE ACTIVITIES OF THE PARTY'S EMPLOYEES, OFFICIALS, AGENTS OR SUBCONTRACTORS ARISING OUT OF OR UNDER THIS AGREEMENT AND WHICH RESULT FROM ANY ACT, ERROR, OR OMISSION; INTENTIONAL TORT; INTELLECTUAL PROPERTY INFRINGEMENT; OR FAILURE TO PAY A VENDOR; COMMITTED BY THE PARTY OR ITS EMPLOYEES, OFFICIALS, AGENTS, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH IT EXERCISES CONTROL.

VI.

This Agreement is subject to the federal, state, and local laws, orders, rules, ordinances, and regulations relating to the Agreement and funded by state or federal funds, or of applicable conditions of participation in Medicaid or Medicare program(s). Each Party shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations concerning the performance of this Agreement.

This Agreement is governed by the laws of the State of Texas.

The forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas.

The exclusive venue for any action under or related to the Agreement is in a state or federal court

DocuSign Envelope ID: 83583870-8CBD-4ACB-BA76-AD814AFCAC27

of competent jurisdiction in Houston, Harris County, Texas.

VII.

This instrument contains the entire Agreement between the Parties relating to the rights herein granted and obligations herein assumed.

Any oral or written representations or modifications concerning this instrument shall not be effective excepting a subsequent written modification signed by both Parties.

However, any alterations, additions, or deletions to the terms of this Agreement which are required by changes in federal or state law or regulations are automatically incorporated into this Agreement without written amendment, and shall become effective on the date designated by such law or regulation.

VIII.

The term of this Agreement shall commence upon approval of all Parties, shall run for the next consecutive twelve (12) months, and shall automatically renew each year unless earlier terminated.

Each Party shall have the right to immediately terminate this Agreement upon a material breach by the other Party, which shall include but not be limited to noncompliance with Article II.

Either Party may cancel this Agreement at any time upon thirty (30) days written notice to the other Party to this Agreement. The obligations of the Requesting Party to pay Vendor for all materials, goods, or services if any, purchased pursuant to this Agreement prior to such notice shall survive such cancellations, as well as any other obligation incurred under the Contracting Party's contracts, until performed or discharged by the Requesting Party.

IX.

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been personally delivered to the address below, or 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 Harris County or Williamson County 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 Agreement, all notices shall be delivered to the following addresses:

To Williamson County: Williamson County, Texas
405 MLK Suite 203
Georgetown, TX 78626
Attn: Nancy Rister

DocuSign Envelope ID: 83583870-8CBD-4ACB-BA76-AD814AFCAC27

To Harris County: Harris County Purchasing Agent
1111 Fannin, 12th floor
Houston, Texas 77002
Attn: Diandra Singleton

Either Party may designate a different address by giving the other Party ten (10) days written notice.

X.

If any provision or part of the Agreement or its application to any person, entity, or circumstance is ever held by any court of competent jurisdiction to be invalid for any reason, the remainder of the Agreement and the application of such provision or part of the Agreement to other persons, entities, or circumstances are not affected.

Any provision of this Agreement that by its plain meaning is intended to survive the expiration or earlier termination of this Agreement, including without limitation the indemnification provisions herein, shall survive such expiration or earlier termination. If an ambiguity exists as to survival of any provision, the provision shall be deemed to survive.

XI.

EXECUTION. Multiple Counterparts: The Agreement may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute the Agreement.

WILLIAMSON COUNTY HARRIS COUNTY

DocuSign Envelope ID: 83583870-8CBD-4ACB-BA76-AD814AFCAC27

By: Bill Gravell (Apr 11, 2023 16:59 CDT)

BILL GRAVELL, JR.
COUNTY JUDGE

By: DocuSigned by: 266C1B1FCB5A4DC...

LINA HIDALGO
COUNTY JUDGE

APPROVED AS TO FORM:
CHRISTIAN D. MENEFEE
COUNTY ATTORNEY

By: T. Scott Petty

T. Scott Petty
Assistant County Attorney
C.A. File 23GEN0660

DocuSign Envelope ID: 83583870-8CBD-4ACB-BA76-AD814AFCAC27

Presented to Commissioners Court

June 6, 2023

Approve: E/G

ORDER OF COMMISSIONERS COURT
Authorizing Execution of an Interlocal Agreement

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on June 6, 2023, with all members present except none.

A quorum was present. Among other business, the following was transacted:

ORDER AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY AND WILLIAMSON COUNTY

Commissioner Ellis introduced an order and made a motion that the same be adopted. Commissioner Garcia seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Lina Hidalgo	☑	☐	☐
Comm. Rodney Ellis	☑	☐	☐
Comm. Adrian Garcia	☑	☐	☐
Comm. Tom S. Ramsey, P.E.	☑	☐	☐
Comm. Lesley Briones	☑	☐	☐

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

IT IS ORDERED that the Harris County Judge is authorized to execute, for and on behalf of Harris County, the Interlocal Agreement between Williamson County and Harris County, pursuant to Tex. Gov't Code Ann. §§ 791.001 – 791.030; to allow Harris County to utilize the current contracts of Williamson County and to allow Williamson County to utilize the current contracts of Harris County in order to increase the efficiency and effectiveness of government. The Interlocal Agreement is incorporated by reference for all purposes as though fully set out in this Order word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.

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:
2024-1235273

Date Filed:
11/05/2024

Date Acknowledged:
11/07/2024

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

US Imaging, Inc.
Saginaw, MI 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.

202564
Preservation Scanning of Deed of Trust, Probate Minutes, Various Record Books, and Maps maintained by County Clerk's Office

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Robinson, Scott	Saginaw, MI 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:
2024-1235273

Date Filed:
11/05/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

US Imaging, Inc.
Saginaw, MI 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.

202564
Preservation Scanning of Deed of Trust, Probate Minutes, Various Record Books, and Maps maintained by County Clerk's Office

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Robinson, Scott	Saginaw, MI 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), 78665 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Williamson County, State of TX, on the 7 day of Nov (month), 2024 (year).

alicia A Floyd

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **63.**

Meeting Date: 11/19/2024

Approval of Purchase of Bulk Order of Computers from Dell Technologies for Countrywide Departments 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 the purchase #202563 for the bulk order for FY25 for replacement/budgeted computers and equipment between Dell Technologies, Inc. and Williamson County in the amount of $479,366.59 pursuant to the DIR contract #DIR-TSO-3763.

Background

Items specified are replacement computers and equipment for current employees. The attached quote contains the order information. This purchase of computers and equipment will benefit Williamson County with bulk order discounts. There are multiple funding sources (see attached) in addition to funds from Grant 507P; 507A; Task 6.1., used for this purchase from various departments as approved in the FY25 budget. Budget, Contract Audit and General Council have approved. Origination #1419. The department point of contact is Richard Semple. Form 1295 is not required due to the company being publicly traded.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Dell Quote

Funding

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	11/13/2024 04:39 PM
County Judge Exec Asst.	Becky Pruitt	11/14/2024 02:33 PM
Form Started By: Barbi Hageman		Started On: 11/05/2024 01:31 PM
Final Approval Date: 11/14/2024		

Your quote is ready for purchase.

Complete the purchase of your personalized quote through our secure online checkout before the quote expires on **Dec. 05, 2024**.

You can download a copy of this quote during checkout.

Place your order

Quote Name:	**Dell Bulk Order #1**	Sales Rep	Ben Bernfeld
Quote No.	[redacted]	Phone	1(800) 456-3355, 6180359
Total	**$479,366.59**	Email	Ben_Bernfeld@Dell.com
Customer #	10643470	**Billing To**	TAMMY MCCULLEY
Quoted On	Nov. 05, 2024		WILLIAMSON COUNTY ITS
Expires by	Dec. 05, 2024		301 SE INNER LOOP STE 105
Contract Name	Texas Department of Information Resources (TX DIR)		GEORGETOWN, TX 78626-8207
Contract Code	C000000006841		
Customer Agreement #	TX DIR-TSO-3763		
Deal ID	28304827		

Message from your Sales Rep

Please use the Order button to securely place the order with your preferred payment method online. You may contact your Dell sales team if you have any questions. Thank you for shopping with Dell.

Regards,
Ben Bernfeld

Shipping Group

Shipping To

RECV DEPT
WILLIAMSON COUNTY ITS
301 SE INNER LOOP STE 105
INFO TECHNOLOGY SRVS
GEORGETOWN, TX 78626-8207
(512) 943-1450

Shipping Method

Standard Delivery Free Cost

Product	Unit Price	Quantity	Subtotal
Dell Essential 15 Inch Laptop Briefcase - ES1520C	**$17.00**	**68**	**$1,156.00**
Mobile Precision 3591	**$1,856.00**	**9**	**$16,704.00**
Dell Latitude 5350	**$1,350.00**	**43**	**$58,050.00**
Precision 3680 Tower	**$1,755.29**	**14**	**$24,574.06**

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

OptiPlex Small Form Factor (Plus 7020)	$918.45	94	$86,334.30
OptiPlex All-in-One (Plus 7420)	$1,138.00	24	$27,312.00
Mobile Precision 3591	$1,416.10	129	$182,676.90
Dell Slim Conferencing Soundbar – SB522A	$46.37	99	$4,590.63
Dell Premier Multi-Device Wireless Keyboard & Mouse - KM7321W	$57.37	6	$344.22
Dell Pro Wireless Keyboard & Mouse - KM5221W	$33.74	168	$5,668.32
Dell Wired Keyboard and Mouse - KM300C	$26.99	1	$26.99
Dell 27 Monitor - P2725H	$155.00	146	$22,630.00
Dell 34 Curved Video Conferencing Monitor - P3424WEB	$518.69	5	$2,593.45
Dell Thunderbolt 4 Dock- WD22TB4	$196.87	109	$21,458.83
Dell 24 Touch USB-C Hub Monitor - P2424HT, 60.5cm (23.8"), 10pt Touch, USB-C, RJ45	$291.00	1	$291.00
Dell 24 Monitor - P2425H	$131.81	138	$18,189.78
Precision 5860 Tower	$3,910.65	1	$3,910.65
Mobile Precision 7780	$2,855.46	1	$2,855.46

Subtotal:	$479,366.59
Shipping:	$0.00
Non-Taxable Amount:	$479,366.59
Taxable Amount:	$0.00
Estimated Tax:	$0.00
Total:	$479,366.59

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Shipping Group Details

Shipping To

RECV DEPT
WILLIAMSON COUNTY ITS
301 SE INNER LOOP STE 105
INFO TECHNOLOGY SRVS
GEORGETOWN, TX 78626-8207
(512) 943-1450

Shipping Method

Standard Delivery Free Cost

	Unit Price	Quantity	Subtotal
Dell Essential 15 Inch Laptop Briefcase - ES1520C	**$17.00**	**68**	**$1,156.00**

Estimated delivery if purchased today:
Dec. 06, 2024
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell Essential 15 Inch Laptop Briefcase - ES1520C	460-BCTK	-	68	-

	Unit Price	Quantity	Subtotal
Mobile Precision 3591	**$1,856.00**	**9**	**$16,704.00**

Estimated delivery if purchased today:
Nov. 19, 2024
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell Mobile Precision Workstation 3591	210-BLNG	-	9	-
Intel Core Ultra 7 165H vPro Enterprise (24 MB cache, 16 cores, 22 threads, up to 5.0 GHz, 45W)	379-BFQW	-	9	-
Windows 11 Pro, English, Brazilian Portuguese PT-BR, French, Spanish	619-ARSB	-	9	-
Intel Core Ultra 7 165H Processor with vPro and NVIDIA RTX 500 Ada 4GB GDDR6	329-BKFY	-	9	-
Intel vPro Enterprise Technology Enabled	631-BBXG	-	9	-
Activate Your Microsoft 365 For A 30 Day Trial	658-BCSB	-	9	-
NVIDIA RTX 500 Ada Generation, 4 GB GDDR6	490-BKBY	-	9	-
15.6" FHD 1920x1080, 60Hz, 250 nits, Touch, FHD HDR IR Camera, Mic, WLAN, 4G WWAN	391-BJCT	-	9	-
FHD HDR IR Camera, ExpressSign-In, No Intelligent Privacy, TNR, Camera Shutter, Microphone	319-BBKH	-	9	-
32 GB: 1 x 32 GB, DDR5, 5600 MT/s, non-ECC	370-BBYG	-	9	-
1TB, M.2 2230, Gen4 PCIe NVMe, SSD, Class 35	400-BRPX	-	9	-
No Additional Hard Drive	401-AAGM	-	9	-
NO RAID	817-BBBN	-	9	-
English US backlit AI hotkey keyboard with numeric keypad, 99-key	583-BLNH	-	9	-
Single Pointing, Smart Card Reader, Finger Print Reader, CV3+	346-BKTP	-	9	-
Intel AX211, 2x2 MIMO, 2400 Mbps, 2.4/5/6 GHz, Wi-Fi 6/6E (WiFi 802.11ax), Bluetooth	555-BKND	-	9	-
4 Cell, 64WHr, Long Lifecycle Battery, 3-year warranty	451-BDDM	-	9	-
4 Cell Battery Cable	451-BDDN	-	9	-

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

130W Type C Power Adapter	492-BDGH	-	9	-
ENERGY STAR Qualified	387-BBLW	-	9	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	9	-
Windows AutoPilot	634-BRWG	-	9	-
E5 Power Cord 1M for US	537-BBDK	-	9	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	9	-
Intel AX211 WLAN Driver	555-BKSB	-	9	-
Packaging for 130W Adapter	340-DQNC	-	9	-
Custom Configuration	817-BBBB	-	9	-
Intel Core Ultra vPro Enterprise Label	340-DMQM	-	9	-
Dell Additional Software	658-BFPP	-	9	-
Quick Setup Guide for Mobile Precision 3591	340-DQRD	-	9	-
Intel Connectivity Performance Suite for Evo/vPro	640-BBTB	-	9	-
ProSupport Plus: Accidental Damage Service, 3 Years	997-1061	-	9	-
Dell Limited Hardware Warranty Plus Service	997-1129	-	9	-
ProSupport Plus: 7x24 Technical Support, 3 Years	997-1142	-	9	-
ProSupport Plus: Next Business Day Onsite, 3 Years	997-6066	-	9	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	997-1096	-	9	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	9	-
Intel(R) Rapid Storage Technology Driver	409-BCXX	-	9	-
BTO Standard Shipment (M)	800-BBGS	-	9	-
		Unit Price	**Quantity**	**Subtotal**
Dell Latitude 5350		**$1,350.00**	**43**	**$58,050.00**

Estimated delivery if purchased today:
Nov. 22, 2024
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 5350 XCTO Base	210-BLST	-	43	-
Intel Core Ultra 5 135U vPro (12 MB cache, 12 cores, 14 threads, up to 4.4 GHz Turbo)	379-BFPC	-	43	-
Windows 11 Pro, English, Brazilian Portuguese PT-BR, French, Spanish	619-ARSB	-	43	-
Activate Your Microsoft 365 For A 30 Day Trial	658-BCSB	-	43	-
16 GB: LPDDR5x, 6400 MT/s (4800 MT/s with 13th Gen Intel Core processors), dual-channel (onboard)	370-BBVG	-	43	-
Integrated Intel graphics for Intel Core Ultra 5 135U vPro processor, 16 GB LPDDR5x memory	338-CNQN	-	43	-
Intel(R) Rapid Storage Technology Driver	409-BCXW	-	43	-
Intel vPro Enterprise Technology Enabled	631-BBSV	-	43	-
512 GB, M.2 2230, TLC PCIe Gen 4 NVMe, SSD	400-BQYK	-	43	-
2-in-1, 13.3", FHD 1920x1080, 60Hz, IPS, Touch, AR+AS, 300 nit, 72% NTSC, GG DXC, Pen Support, FHD+IR/IP Cam, 4G	391-BHYW	-	43	-
English US backlit AI hotkey keyboard, 79-key	583-BLLZ	-	43	-
Intel AX211 WLAN Driver	555-BKQX	-	43	-

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Intel Wi-Fi 6E (6 where 6E unavailable) AX211, 2x2, 802.11ax, Bluetooth 5.3 wireless card	555-BKLQ	-	43	-
3-cell, 54 Wh, ExpressCharge Capable, ExpressCharge Boost Capable	451-BDGX	-	43	-
65W AC adapter, USB Type-C, EcoDesign	492-BDMN	-	43	-
Fingerprint Reader, Smart Card Reader, Control Vault 3+	346-BKNL	-	43	-
E4 Power Cord 1M for US	537-BBDO	-	43	-
Latitude 5350 2-in-1 Quick Start Guide	340-DMQJ	-	43	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	43	-
ENERGY STAR Qualified	387-BBPC	-	43	-
Dell Additional Software	658-BFQB	-	43	-
DAO Mix Model 65W Adpt MTL 2N1 AX211	340-DMXZ	-	43	-
Intel Core Ultra vPro Enterprise Label	340-DMQM	-	43	-
Windows AutoPilot	634-BRWG	-	43	-
Intel Connectivity Performance Suite for Evo/vPro	640-BBTB	-	43	-
FHD HDR IR Camera with ExpressSign-In + Intelligent Privacy, TNR, Camera Shutter, Microphone	319-BBKJ	-	43	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	43	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	43	-
Dell Limited Hardware Warranty	997-8317	-	43	-
ProSupport Plus: Next Business Day Onsite, 1 Year	997-8366	-	43	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	43	-
ProSupport Plus: Next Business Day Onsite, 2 Year Extended	997-8381	-	43	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	997-8382	-	43	-
ProSupport Plus: Accidental Damage Service, 3 Years	997-8383	-	43	-
ProSupport Plus: 7x24 Technical Support, 3 Years	997-8380	-	43	-
		Unit Price	**Quantity**	**Subtotal**
Precision 3680 Tower		**$1,755.29**	**14**	**$24,574.06**

Estimated delivery if purchased today:
Nov. 20, 2024
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	**SKU**	**Unit Price**	**Quantity**	**Subtotal**
Precision 3680 Tower CTO Base	210-BLLP	-	14	-
Intel® Core™ i7 14th Gen 14700K (33 MB cache, 20 cores, 28 threads, 3.4 GHz to 5.6 GHz, 125W)	338-CNTM	-	14	-
Windows 11 Pro, English, Brazilian Portuguese PT-BR, French, Spanish	619-ARSB	-	14	-
Activate Your Microsoft 365 For A 30 Day Trial	658-BCSB	-	14	-
Precision 3680 Tower with 1000W (80 Plus Platinum) PSU, DAO	321-BKRN	-	14	-
Premium CPU Air Cooler with VR Heatsink	412-BBJM	-	14	-
32GB: 2 x 16 GB, DDR5, 4400 MT/s, non-ECC	370-BBVZ	-	14	-
AMD Radeon Pro W7600, 8 GB GDDR6, 4 DP	490-BKBJ	-	14	-
C1 M.2 SSD Boot + SSD	449-BBXF	-	14	-

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

No SATA/SAS RAID	780-BBCJ	-	14	-
1 TB, M.2 2280, Gen 4 PCIe NVMe, SSD	400-BRCG	-	14	-
Thermal Pad	412-AAZW	-	14	-
No Hard Drive	400-AKZR	-	14	-
No Hard Drive	400-AKZR	-	14	-
No Hard Drive	400-AKZR	-	14	-
No Hard Drive	400-AKZR	-	14	-
No Additional Network Card Selected (Integrated NIC included)	555-BBJO	-	14	-
8x DVD+/-RW/RAM 9.5mm Slimline Optical Disk Drive	429-ABDW	-	14	-
Bezel ODD	429-ABMR	-	14	-
CMS Essentials DVD no Media	658-BBTV	-	14	-
Intel Management Engine with vPro	631-BBTZ	-	14	-
Dell KB216 Wired Keyboard English	580-ADJC	-	14	-
Dell Optical Mouse - MS116 (Black)	570-ABIE	-	14	-
ENERGY STAR Qualified	387-BBLW	-	14	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	14	-
Dell Precision TPM	340-ACBY	-	14	-
System Power Cord C13 (US 125V, 15A)	450-AHDU	-	14	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	14	-
Quick Setup Guide, Precision 3680	340-DMVD	-	14	-
Ship material - EPEAT Certification	340-CZQO	-	14	-
Shipping Material (DAO)	340-CBUU	-	14	-
1000W Platinum PSU Label	389-FGRS	-	14	-
Intel Core i7 vPro Enterprise Processor Label	389-EDDR	-	14	-
Internal Speaker for Precision	520-AAVW	-	14	-
No External ODD	429-ABGY	-	14	-
Windows AutoPilot	634-BRWG	-	14	-
Dell Additional Software	634-CHFN	-	14	-
Intel Rapid Storage Technology Driver, Precision 3680T	409-BCYF	-	14	-
Dell PremierColor 6.2	640-BBSW	-	14	-
Graphics Support Holder 1000W PSU	490-BJZW	-	14	-
Custom Configuration	817-BBBB	-	14	-
Dell Limited Hardware Warranty Plus Service	997-2808	-	14	-
ProSupport Plus: 7x24 Technical Support, 3 Years	997-2859	-	14	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	997-2868	-	14	-
ProSupport Plus: Accidental Damage Service, 3 Years	997-2877	-	14	-
ProSupport Plus: Next Business Day Onsite, 3 Years	997-6820	-	14	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	14	-
		Unit Price	**Quantity**	**Subtotal**

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

OptiPlex Small Form Factor (Plus 7020) **$918.45** **94** **$86,334.30**

Estimated delivery if purchased today:
Nov. 20, 2024
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
OptiPlex Small Form Factor Plus 7020 XCTO	210-BKWN	-	94	-
Intel Core i5 processor 14500 vPro (24MB cache, 14 cores, 20 threads, up to 5.0 GHz Turbo, 65W)	338-CNCH	-	94	-
Windows 11 Pro, English, Brazilian Portuguese PT-BR, French, Spanish	619-ARSB	-	94	-
Activate Your Microsoft 365 For A 30 Day Trial	658-BCSB	-	94	-
16 GB: 2 x 8 GB, DDR5	370-BBPQ	-	94	-
M.2 2230 1TB PCIe NVMe SSD Class 35	400-BQRX	-	94	-
M2X3.5 Screw for SSD/DDPE	773-BBBC	-	94	-
M.2 22x30 Thermal Pad	412-AAQT	-	94	-
NO RAID	817-BBBN	-	94	-
Intel Integrated Graphics	490-BBFG	-	94	-
OptiPlex SFF Plus with 260W Bronze Power Supply	329-BJWJ	-	94	-
System Power Cord (Philipine/TH/US)	450-AAOJ	-	94	-
8x DVD+/-RW/RAM 9.5mm Slimline Optical Disk Drive	429-ABFH	-	94	-
DVD+/-RW Bezel	325-BDSH	-	94	-
CyberLink Media Essentials for Windows	430-XYIX	-	94	-
No Media Card Reader	379-BBHM	-	94	-
No Wireless LAN Card	555-BKHY	-	94	-
No Additional Video Ports	492-BCKH	-	94	-
Dell Pro Wireless Keyboard and Mouse - KM5221W - English - Black	580-AJJG	-	94	-
Mouse included with Keyboard	570-AADI	-	94	-
No Cover Selected	325-BCZQ	-	94	-
Dell Additional Software	634-CHFP	-	94	-
ENERGY STAR Qualified	387-BBLW	-	94	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	94	-
Watch Dog SRV	379-BFMR	-	94	-
Quick Start Guide, OptiPlex SFF Plus	340-DMJC	-	94	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	94	-
Shipping Material	340-CQYR	-	94	-
Shipping Label	389-BBUU	-	94	-
Regulatory Label for OptiPlex SFF Plus PSU DAO	389-FFZD	-	94	-
Intel® Rapid Storage Technology Driver	658-BFSK	-	94	-
Intel Core i5 Processor Label	340-CUEW	-	94	-
Desktop BTO Standard shipment	800-BBIO	-	94	-
No Additional Add In Cards	382-BBHX	-	94	-
No Additional Network Card Selected (Integrated NIC included)	555-BBJO	-	94	-

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Custom Configuration	817-BBBB	-	94	-
EPEAT 2018 Registered (Silver)	379-BDTO	-	94	-
Windows AutoPilot	634-BRWG	-	94	-
Internal Speaker	520-AARD	-	94	-
No vPro® support	631-BBQQ	-	94	-
Dell Limited Hardware Warranty Plus Service	812-3886	-	94	-
ProSupport Plus: Next Business Day Onsite 3 Years	812-3928	-	94	-
ProSupport Plus: Accidental Damage Service, 3 Years	812-3926	-	94	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	812-3927	-	94	-
ProSupport Plus: 7x24 Technical Support, 3 Years	812-3929	-	94	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	94	-

	Unit Price	Quantity	Subtotal
OptiPlex All-in-One (Plus 7420)	**$1,138.00**	**24**	**$27,312.00**

Estimated delivery if purchased today:
Nov. 19, 2024
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Intel Core i5 processor 14500 vPro (24MB cache, 14 cores, 20 threads, up to 5.0 GHz Turbo, 65W)	338-CNCH	-	24	-
Windows 11 Pro, English, Brazilian Portuguese PT-BR, French, Spanish	619-ARSB	-	24	-
Activate Your Microsoft 365 For A 30 Day Trial	658-BCSB	-	24	-
16GB DDR5 Memory,1X16GB,Non-ECC,SoDIMM	370-BBPX	-	24	-
M.2 2230 1TB PCIe NVMe Class 35 Solid State Drive	400-BQTQ	-	24	-
Thermal Pad, Screw and Rubber for SSD	412-ABEK	-	24	-
Intel Integrated Graphics	490-BBFG	-	24	-
Screw for WLAN card	555-BIGS	-	24	-
Intel(R) AX211 Wi-Fi 6E 2x2 and Bluetooth	555-BHDU	-	24	-
Wireless Driver, Intel AX211 Wi-Fi 6E 2x2 (6GHz), BT 5.3	555-BKJC	-	24	-
OptiPlex All-in-One Plus 7420, 65W CPU, Non-touch, FHD HDR cam, UMA, 160W Bronze, DAO/ BCC	329-BJXG	-	24	-
Dell Pro Wireless Keyboard and Mouse - KM5221W - English - Black	580-AJJG	-	24	-
Mouse included with Keyboard	570-AADI	-	24	-
No Cover Selected	325-BCZQ	-	24	-
Height Adjustable Stand for OptiPlex All-in-One Plus	575-BCNO	-	24	-
Dell Additional Software	634-CHFP	-	24	-
ENERGY STAR Qualified	387-BBLW	-	24	-
NO RAID	817-BBBN	-	24	-
System Power Cord (Philipine/TH/US)	450-AAOJ	-	24	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	24	-
Watch Dog SRV	379-BFMR	-	24	-
Quick Start Guide, OptiPlex All-in-One Plus 7420	340-DMJL	-	24	-

Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	24	-
Package for Fixed/ HAS/ no stand (DAO, CCC)	340-DDGK	-	24	-
Shipping Label	389-BBUU	-	24	-
DAO factory Information	340-DFWR	-	24	-
Regulatory Label for OptiPlex All-in-One Plus 7420, 160W Bronze, FSJ	389-FGBL	-	24	-
SW Driver, Intel Rapid Storage Technology, OptiPlex All-in-One	658-BFST	-	24	-
Intel Core i5 Processor Label	340-CUEW	-	24	-
Desktop BTO Standard shipment	800-BBIO	-	24	-
Custom Configuration	817-BBBB	-	24	-
OptiPlex All-in-One Plus 7420 XCTO	210-BKVZ	-	24	-
Non-Touch LCD, Dell OptiPlex AIO	391-BBDM	-	24	-
EPEAT 2018 Registered (Silver)	379-BDTO	-	24	-
No vPro support	631-BBPX	-	24	-
Windows AutoPilot	634-BRWG	-	24	-
ProSupport Plus: Accidental Damage Service, 3 Years	997-6939	-	24	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	997-6949	-	24	-
ProSupport Plus: Next Business Day Onsite 3 Years	997-6959	-	24	-
ProSupport Plus: 7x24 Technical Support, 3 Years	997-6979	-	24	-
Dell Limited Hardware Warranty Plus Service	997-6870	-	24	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	24	-

		Unit Price	Quantity	Subtotal
Mobile Precision 3591		**$1,416.10**	**129**	**$182,676.90**

Estimated delivery if purchased today:
Nov. 21, 2024
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell Mobile Precision Workstation 3591	210-BLNG	-	129	-
Intel Core Ultra 5 135H vPro Enterprise (18 MB cache, 14 cores, 18 threads, up to 4.6 GHz, 45W)	379-BFQV	-	129	-
Windows 11 Pro, English, Brazilian Portuguese PT-BR, French, Spanish	619-ARSB	-	129	-
Intel Core Ultra 5 135H Processor with vPro and Intel Integrated Graphics	329-BKFJ	-	129	-
Intel vPro Enterprise Technology Enabled	631-BBXG	-	129	-
Activate Your Microsoft 365 For A 30 Day Trial	658-BCSB	-	129	-
Intel Graphics or Intel Arc Pro Graphics	490-BKBZ	-	129	-
15.6" FHD 1920x1080, 60Hz, 250 nits, Touch, FHD HDR IR Camera, Mic, WLAN, 4G WWAN	391-BJCT	-	129	-
FHD HDR IR Camera, ExpressSign-In, No Intelligent Privacy, TNR, Camera Shutter, Microphone	319-BBKH	-	129	-
16 GB: 2 x 8 GB, DDR5, 5600 MT/s, non-ECC	370-BBYM	-	129	-
512GB, M.2 2280, Gen4 PCIe NVMe, SSD, Class 40	400-BQYM	-	129	-
No Additional Hard Drive	401-AAGM	-	129	-

NO RAID	817-BBBN	-	129	-
English US backlit AI hotkey keyboard with numeric keypad, 99-key	583-BLNH	-	129	-
Single Pointing, Smart Card Reader, Finger Print Reader, CV3+	346-BKTP	-	129	-
Intel AX211, 2x2 MIMO, 2400 Mbps, 2.4/5/6 GHz, Wi-Fi 6/6E (WiFi 802.11ax), Bluetooth	555-BKND	-	129	-
6 Cell Battery Cable	451-BDDJ	-	129	-
6 Cell, 97WHr, Standard Battery	451-BDDL	-	129	-
130W Type C Power Adapter	492-BDGH	-	129	-
ENERGY STAR Qualified	387-BBLW	-	129	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	129	-
Windows AutoPilot	634-BRWG	-	129	-
E5 Power Cord 1M for US	537-BBDK	-	129	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	129	-
Intel AX211 WLAN Driver	555-BKSB	-	129	-
Packaging for 130W Adapter	340-DQNC	-	129	-
Custom Configuration	817-BBBB	-	129	-
Intel Core Ultra vPro Enterprise Label	340-DMQM	-	129	-
Dell Additional Software	658-BFPP	-	129	-
Quick Setup Guide for Mobile Precision 3591	340-DQRD	-	129	-
Intel Connectivity Performance Suite for Evo/vPro	640-BBTB	-	129	-
ProSupport Plus: Accidental Damage Service, 3 Years	997-1061	-	129	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	997-1096	-	129	-
Dell Limited Hardware Warranty Plus Service	997-1129	-	129	-
ProSupport Plus: 7x24 Technical Support, 3 Years	997-1142	-	129	-
ProSupport Plus: Next Business Day Onsite, 3 Years	997-6066	-	129	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	129	-
Intel(R) Rapid Storage Technology Driver	409-BCXX	-	129	-
BTO Standard Shipment (M)	800-BBGS	-	129	-

	Unit Price	Quantity	Subtotal
Dell Slim Conferencing Soundbar – SB522A	**$46.37**	**99**	**$4,590.63**

Estimated delivery if purchased today:
Nov. 15, 2024
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell Slim Conferencing Soundbar – SB522A	520-AAWU	-	99	-

	Unit Price	Quantity	Subtotal
Dell Premier Multi-Device Wireless Keyboard & Mouse - KM7321W	**$57.37**	**6**	**$344.22**

Estimated delivery if purchased today:
Nov. 08, 2024
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell Premier Multi-Device Wireless Keyboard & Mouse - KM7321W	580-AJIX	-	6	-

	Unit Price	Quantity	Subtotal
Dell Pro Wireless Keyboard & Mouse - KM5221W	**$33.74**	**168**	**$5,668.32**

Estimated delivery if purchased today:
Nov. 14, 2024
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell Pro Wireless Keyboard & Mouse - KM5221W	580-AJIS	-	168	-

	Unit Price	Quantity	Subtotal
Dell Wired Keyboard and Mouse - KM300C	**$26.99**	**1**	**$26.99**

Estimated delivery if purchased today:
Nov. 07, 2024
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell Wired Keyboard and Mouse - KM300C	580-AKKV	-	1	-

	Unit Price	Quantity	Subtotal
Dell 27 Monitor - P2725H	**$155.00**	**146**	**$22,630.00**

Estimated delivery if purchased today:
Nov. 13, 2024
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell 27 Monitor - P2725H	210-BMFJ	-	146	-
Dell Limited Hardware Warranty	814-5380	-	146	-
Advanced Exchange Service, 3 Years	814-5381	-	146	-

	Unit Price	Quantity	Subtotal
Dell 34 Curved Video Conferencing Monitor - P3424WEB	**$518.69**	**5**	**$2,593.45**

Estimated delivery if purchased today:
Nov. 12, 2024
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell 34 Curved Video Conferencing Monitor - P3424WEB	210-BGMM	-	5	-
Advanced Exchange Service 3 Years	844-1960	-	5	-
Dell Limited Hardware Warranty	844-1966	-	5	-

	Unit Price	Quantity	Subtotal
Dell Thunderbolt 4 Dock- WD22TB4	**$196.87**	**109**	**$21,458.83**

Estimated delivery if purchased today:
Nov. 14, 2024
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell Thunderbolt™ Dock – WD22TB4	210-BDQH	-	109	-
Advanced Exchange Service, 3 Years	872-8550	-	109	-
Dell Limited Hardware Warranty	872-8557	-	109	-

Unit Price	Quantity	Subtotal

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Dell 24 Touch USB-C Hub Monitor - P2424HT, 60.5cm (23.8"), 10pt Touch, USB-C, RJ45

$291.00 **1** **$291.00**

Estimated delivery if purchased today:
Nov. 12, 2024
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell 24 Touch USB-C Hub Monitor - P2424HT, 60.5cm (23.8"), 10pt Touch, USB-C, RJ45	210-BHSF	-	1	-
Dell Limited Hardware Warranty	814-5380	-	1	-
Advanced Exchange Service, 3 Years	814-5381	-	1	-

		Unit Price	Quantity	Subtotal
Dell 24 Monitor - P2425H		**$131.81**	**138**	**$18,189.78**

Estimated delivery if purchased today:
Nov. 13, 2024
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell 24 Monitor - P2425H	210-BMGH	-	138	-
Dell Limited Hardware Warranty	814-5380	-	138	-
Advanced Exchange Service, 3 Years	814-5381	-	138	-

		Unit Price	Quantity	Subtotal
Precision 5860 Tower		**$3,910.65**	**1**	**$3,910.65**

Estimated delivery if purchased today:
Nov. 15, 2024
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Precision 5860 Tower XCTO Base	210-BFNP	-	1	-
Intel Xeon W3-2425 (15 MB cache, 6 cores, 12 threads, 3.0 GHz to 4.4 GHz Turbo, 130 W)	338-CKZG	-	1	-
Windows 11 Pro for Workstations (6 cores), English, French, Spanish, Brazilian Portuguese	619-ARSO	-	1	-
Intel vPro Technology Enabled	631-BBHL	-	1	-
64GB, 4x16GB, DDR5, 4800MHz, RDIMM ECC Memory	370-AHHB	-	1	-
AMD Radeon Pro W7600, 8 GB GDDR6, 4 DP	490-BKDP	-	1	-
M.2 NVME Upper Flexbay Assembly, M.2 NVME Lower Flexbay Assembly	449-BCCC	-	1	-
Integrated Storage Controller	403-BCVC	-	1	-
4TB, M.2, PCIe NVMe, SSD, Class 40	400-BOHB	-	1	-
No Hard Drive	400-AKZR	-	1	-
No Hard Drive	400-AKZR	-	1	-
No Hard Drive	400-AKZR	-	1	-
8x DVD+/-RW/RAM 9.5mm Slimline Optical Disk Drive	429-ABFH	-	1	-
Slim ODD bezel, 100% tie with slim ODD	429-ABMU	-	1	-
CMS Essentials DVD no Media	658-BBTV	-	1	-
No Hard Drive	400-AKZR	-	1	-
No Hard Drive	400-AKZR	-	1	-
No SATA/SAS RAID	780-BBCJ	-	1	-

M.2 NVME Non-RAID Boot (C3)	780-BCTG	-	1	-
Virtual Raid on CPU software driver	409-BCXD	-	1	-
Precision 5860 Tower 1350W Performance Chassis (DAO Open Flexbay L5.5)	321-BHYQ	-	1	-
Heatsink for 175W or higher CPU (5860)	412-BBDQ	-	1	-
System Power Cord (US 125V, 15A)	450-AMEB	-	1	-
No Additional Network Card Selected (Integrated NIC included)	555-BBJO	-	1	-
Dell KB216 Wired Keyboard English	580-ADJC	-	1	-
Dell Optical Mouse - MS116 (Black)	570-ABIE	-	1	-
Activate Your Microsoft 365 For A 30 Day Trial	658-BCSB	-	1	-
ENERGY STAR Qualified	387-BBLW	-	1	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	1	-
Dell Precision TPM	340-ACBY	-	1	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	1	-
Quick Start Guide placemat, 5860 Tower	340-DJVF	-	1	-
Shipping Material (DAO)	340-CBUU	-	1	-
Shipping Material (5860, 7865)	340-DCJU	-	1	-
5860T 1350W Regulatory Label (DAO)	389-FDBB	-	1	-
No External ODD	429-ABGY	-	1	-
Resource DVD not Included	430-XXYU	-	1	-
Dell Additional Software	658-BFPP	-	1	-
Windows AutoPilot	634-BRWG	-	1	-
Premier Color 6.1	640-BBSS	-	1	-
Dell Limited Hardware Warranty Plus Service	882-0661	-	1	-
ProSupport Plus Accidental Damage Service 3 Years	882-0693	-	1	-
ProSupport Plus Keep Your Hard Drive 3 Years	882-0699	-	1	-
ProSupport Plus Next Business Day Onsite 3 Years	882-0705	-	1	-
ProSupport Plus 7x24 Technical Support 3 Years	882-0713	-	1	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	1	-

		Unit Price	Quantity	Subtotal
Mobile Precision 7780		**$2,855.46**	**1**	**$2,855.46**

Estimated delivery if purchased today:
Nov. 18, 2024
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell Mobile Precision Workstation 7780 CTO	210-BGPB	-	1	-
Intel Core i7-13850HX vPro (30 MB cache, 20 cores, 28 threads, up to 5.3 GHz, 55 W)	379-BFCT	-	1	-
Windows 11 Pro, English, Brazilian Portuguese PT-BR, French, Spanish	619-ARSB	-	1	-
Intel Core i7-13850HX, 30MB Cache, 28 Threads, 20 Cores (8P+12E) up to 5.3GHz, 55w, vPro	329-BJDC	-	1	-
Intel vPro Enterprise Technology Enabled	631-BBCZ	-	1	-

Activate Your Microsoft 365 For A 30 Day Trial	658-BCSB	-	1	-
Intel UHD Graphics	490-BJFC	-	1	-
17.3" FHD 1920x1080 WVA, 60Hz, anti-glare, non-touch, 99% DCI-P3, 500 nits, IR Camera, with Mic	391-BHNT	-	1	-
FHD/IR Camera, ExpressSign-In, Intelligent privacy, Camera Shutter, Mic	319-BBIX	-	1	-
64GB, 2x32GB 5200MT/s SODIMM, non-ECC	370-BBCB	-	1	-
2TB M.2 PCIe NVMe Gen 4 2280 SSD	400-BPJB	-	1	-
No Additional Hard Drive	401-AAGM	-	1	-
No Additional Hard Drive	401-AAGM	-	1	-
No Additional Hard Drive	401-AAGM	-	1	-
No RAID	780-BBFE	-	1	-
English US backlit keyboard with numeric keypad, 99-key	583-BHBG	-	1	-
Contacted Smartcard and Full Scan FIPS Fingerprint reader, with NFC reader	346-BJSD	-	1	-
No SSD door, Smartcard slot only	354-BBGV	-	1	-
Intel AX211 Wi-Fi 6/6E (up to 6GHz where available) 2x2 with Bluetooth Wireless	555-BHLT	-	1	-
83 Wh, 6 Cell, Lithium Ion Polymer	451-BCXT	-	1	-
180W Power Adapter	492-BDGQ	-	1	-
Not ENERGY STAR Qualified	387-BBDO	-	1	-
Windows AutoPilot	634-BRWG	-	1	-
E5 Power cord 1M US	450-ALLF	-	1	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	1	-
Intel AX211 WLAN driver	555-BJLC	-	1	-
Mix Model 180W CTO	340-DJRW	-	1	-
Custom Configuration	817-BBBB	-	1	-
Intel Core i7 vPro Enterprise Label	340-CYNX	-	1	-
Dell Additional Software	658-BFPP	-	1	-
Quick Setup Guide for Mobile Precision 7780	340-DJQJ	-	1	-
Dell Limited Hardware Warranty Plus Service	823-3810	-	1	-
ProSupport Plus: Accidental Damage Service, 3 Years	823-3842	-	1	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	823-3850	-	1	-
ProSupport Plus: Next Business Day Onsite, 3 Years	823-3858	-	1	-
ProSupport Plus: 7x24 Technical Support, 3 Years	823-3868	-	1	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	1	-
Intel Rapid Storage Technology Driver	409-BCXJ	-	1	-

Subtotal:	**$479,366.59**
Shipping:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$479,366.59**

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier´s affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^DELL BUSINESS CREDIT (DBC): Offered to business customers by WebBank, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. The Total Minimum Payment Due is the greater of either $20 or 3% of the New Balance shown on the statement rounded up to the next dollar, plus all past due amounts. Dell and the Dell logo are trademarks of Dell Inc.

FY25 - Bulk Order #1

368 - Jennifer Tredemeyer

Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
438	368	Laptop	Dell	15" Standard Laptop	Mobile Precision 3591- i5-16GB-512SSD - 15" Standard	1	$1,416.10	$ 1,416.10	
438	368	Laptop	Dell	CAD/GIS Laptop	Mobile Precision 3591- i7-32GB-1TB - 15" GIS/CAD	1	$1,856.00	$ 1,856.00	
438	368	Monitor	Dell	27" Monitor	P2725H	1	$155.00	$ 155.00	
438	368	Monitor	Dell	34" Curved Monitor w/ Soundbar	P3424WEB	1	$518.69	$ 518.69	
438	368	Other	Dell	Case	EcoLoop Essential Briefcase 14-16	2	$17.00	$ 34.00	
438	368	Other	Dell	Dock	Thunderbolt - WD22TB4	2	$196.87	$ 393.74	
438	368	Other	Dell	Wireless K/M	KM5221	2	$33.74	$ 67.48	
								$ 4,441.01	**01-0100-0438-003010**

911 - Kate Wolf/Jeff Spencer

Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
581	911	Desktop	Dell	Standard Desktop	OptiPlex 7020 plus - i5-16GB-1TB SSD	1	$918.45	$ 918.45	
581	911	Desktop	Dell	CAD/GIS Desktop	Precision 3680 - i7-32GB-1TB SSD	6	$1,755.29	$ 10,531.74	
581	911	Laptop	Dell	15" Standard Laptop	Mobile Precision 3591- i5-16GB-512SSD - 15" Standard	5	$1,416.10	$ 7,080.50	
581	911	Monitor	Dell	24" Monitor	P2425H	24	$131.81	$ 3,163.44	
581	911	Monitor	Dell	27" Monitor	P2725H	4	$155.00	$ 620.00	
581	911	Other	Dell	Case	EcoLoop Essential Briefcase 14-16	3	$17.00	$ 51.00	
581	911	Other	Dell	Dock	Thunderbolt - WD22TB4	3	$196.87	$ 590.61	
581	911	Other	Dell	Soundbar w/ Mic	SB522A	6	$46.37	$ 278.22	
								$ 23,233.96	**01-0100-0581-003010**

AG -Shelley Franklin

Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
665	AG	Laptop	Dell	13" Standard Laptop	Latitude 5350 2n1 - i5-16GB-512SSD-touch - 13" 2n1	1	$1,350.00	$ 1,350.00	
665	AG	Laptop	Dell	15" Standard Laptop	Mobile Precision 3591- i5-16GB-512SSD - 15" Standard	2	$1,416.10	$ 2,832.20	
665	AG	Monitor	Dell	27" Monitor	P2725H	2	$155.00	$ 310.00	
665	AG	Monitor	Dell	34" Curved Monitor w/ Soundbar	P3424WEB	1	$518.69	$ 518.69	
665	AG	Other	Dell	Case	EcoLoop Essential Briefcase 14-16	2	$17.00	$ 34.00	
665	AG	Other	Dell	Dock	Thunderbolt - WD22TB4	3	$196.87	$ 590.61	
665	AG	Other	Dell	Soundbar w/ Mic	SB522A	2	$46.37	$ 92.74	
665	AG	Other	Dell	Wireless K/M	KM5221	3	$33.74	$ 101.22	
								$ 5,829.46	**01-0100-0665-003010**

AS - Linda Gunter/Misty Valenta

Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
545	AS	AIO	Dell	Standard All-In-One	OptiPlex 7420 plus - i5-16GB-1TB SSD	2	$1,138.00	$ 2,276.00	
545	AS	Laptop	Dell	15" Standard Laptop	Mobile Precision 3591- i5-16GB-512SSD - 15" Standard	3	$1,416.10	$ 4,248.30	
545	AS	Other	Dell	Dock	Thunderbolt - WD22TB4	3	$196.87	$ 590.61	
								$ 7,114.91	**01-0545-0545-003010**

AUD - Nathan Zinsmeyer/Julie Kiley

Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
495	AUD	Laptop	Dell	15" Standard Laptop	Mobile Precision 3591- i5-16GB-512SSD - 15" Standard	7	$1,416.10	$ 9,912.70	
495	AUD	Monitor	Dell	27" Monitor	P2725H	14	$155.00	$ 2,170.00	
495	AUD	Other	Dell	Case	EcoLoop Essential Briefcase 14-16	7	$17.00	$ 119.00	
495	AUD	Other	Dell	Dock	Thunderbolt - WD22TB4	7	$196.87	$ 1,378.09	
495	AUD	Other	Dell	Soundbar w/ Mic	SB522A	7	$46.37	$ 324.59	
495	AUD	Other	Dell	Wireless K/M	KM7321	3	$57.37	$ 172.11	
								$ 14,076.49	**01-0100-0495-003010**

BUD - Ashlie Holladay/Sarah Crain

Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
491	BUD	Laptop	Dell	15" Standard Laptop	Mobile Precision 3591- i5-16GB-512SSD - 15" Standard	1	$1,416.10	$ 1,416.10	
491	BUD	Monitor	Dell	24" Monitor	P2425H	2	$131.81	$ 263.62	
491	BUD	Other	Dell	Case	EcoLoop Essential Briefcase 14-16	1	$17.00	$ 17.00	
491	BUD	Other	Dell	Dock	Thunderbolt - WD22TB4	1	$196.87	$ 196.87	
491	BUD	Other	Dell	Wireless K/M	KM5221	1	$33.74	$ 33.74	
								$ 1,927.33	**01-0100-0491-003010**

FY25 - Bulk Order #1

CA - Stephanie Lloyd

Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
475	CA	Desktop	Dell	CAD/GIS Desktop	Precision 3680 - i7-32GB-1TB SSD	1	$1,755.29	$ 1,755.29	
475	CA	Laptop	Dell	13" Standard Laptop	Latitude 5350 2n1 - i5-16GB-512SSD-touch - 13" 2n1	25	$1,350.00	$ 33,750.00	
475	CA	Monitor	Dell	34" Curved Monitor w/ Soundbar	P3424WEB	1	$518.69	$ 518.69	
475	CA	Other	Dell	Case	EcoLoop Essential Briefcase 14-16	15	$17.00	$ 255.00	
475	CA	Other	Dell	Wireless K/M	KM5221	15	$33.74	$ 506.10	
								$ 36,785.08	**01-0100-0475-003010**

CC - Brad Weems

Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
385	CC	Desktop	Dell	Standard Desktop	OptiPlex 7020 plus - i5-16GB-1TB SSD	23	$918.45	$ 21,124.35	
385	CC	Laptop	Dell	CC Special	Mobile Precision 7780 - i7-64GB-2TB- 17" - CC Special	1	$2,855.46	$ 2,855.46	
385	CC	Other	Dell	Soundbar w/ Mic	SB522A	1	$46.37	$ 46.37	
								$ 24,026.18	**01-0385-0385-003010**

CC1 - Abdy McComas

Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
426	CC1	Laptop	Dell	15" Standard Laptop	Mobile Precision 3591- i5-16GB-512SSD - 15" Standard	2	$1,416.10	$ 2,832.20	
426	CC1	Other	Dell	Case	EcoLoop Essential Briefcase 14-16	2	$17.00	$ 34.00	
								$ 2,866.20	**01-0100-0426-003010**

CC2 - Kevin Kracht

Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
427	CC2	Desktop	Dell	Standard Desktop	OptiPlex 7020 plus - i5-16GB-1TB SSD	1	$918.45	$ 918.45	
427	CC2	Monitor	Dell	24" Monitor	P2425H	1	$131.81	$ 131.81	
								$ 1,050.26	**01-0100-0427-003010**

CC3 - Doug Arnold

Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
428	CC3	Laptop	Dell	15" Standard Laptop	Mobile Precision 3591- i5-16GB-512SSD - 15" Standard	2	$1,416.10	$ 2,832.20	
428	CC3	Other	Dell	Dock	Thunderbolt - WD22TB4	1	$196.87	$ 196.87	
								$ 3,029.07	**01-0100-0428-003010**

CC4 - Sharrion Threadgill

Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
429	CC4	AIO	Dell	Standard All-In-One	OptiPlex 7420 plus - i5-16GB-1TB SSD	2	$1,138.00	$ 2,276.00	
429	CC4	Laptop	Dell	13" Standard Laptop	Latitude 5350 2n1 - i5-16GB-512SSD-touch - 13" 2n1	1	$1,350.00	$ 1,350.00	
429	CC4	Monitor	Dell	27" Monitor	P2725H	2	$155.00	$ 310.00	
429	CC4	Other	Dell	Case	EcoLoop Essential Briefcase 14-16	1	$17.00	$ 17.00	
429	CC4	Other	Dell	Dock	Thunderbolt - WD22TB4	2	$196.87	$ 393.74	
429	CC4	Other	Dell	Wireless K/M	KM5221	3	$33.74	$ 101.22	
								$ 4,447.96	**01-0100-0429-003010**

CJUD - Andi Schiele/ Shannon Francis - LEGAL and RISK

Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
401	CJUD	Laptop	Dell	15" Standard Laptop	Mobile Precision 3591- i5-16GB-512SSD - 15" Standard	3	$1,416.10	$ 4,248.30	
401	CJUD	Monitor	Dell	27" Monitor	P2725H	6	$155.00	$ 930.00	
401	CJUD	Other	Dell	Dock	Thunderbolt - WD22TB4	3	$196.87	$ 590.61	
401	CJUD	Other	Dell	Wireless K/M	KM5221	2	$33.74	$ 67.48	
								$ 5,836.39	**01-0100-0401-003010**

CJUD - Connie Odom - PIO

Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
406	CJUD	Laptop	Dell	CAD/GIS Laptop	Mobile Precision 3591- i7-32GB-1TB - 15" GIS/CAD	1	$1,856.00	$ 1,856.00	
406	CJUD	Other	Dell	Dock	Thunderbolt - WD22TB4	1	$196.87	$ 196.87	
406	CJUD	Other	Dell	Wireless K/M	KM5221	1	$33.74	$ 33.74	
								$ 2,086.61	**01-0100-0406-003010**

COMM1 - Garry Brown/ Terry Cook

Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
211	COMM1	Laptop	Dell	13" Standard Laptop	Latitude 5350 2n1 - i5-16GB-512SSD-touch - 13" 2n1	2	$1,350.00	$ 2,700.00	
								$ 2,700.00	**01-0100-0211-003010**

FY25 - Bulk Order #1

COMM2 - Beckey Estill/ Cynthia Long

Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
212	COMM2	Laptop	Dell	15" Standard Laptop	Mobile Precision 3591- i5-16GB-512SSD - 15" Standard	1	$1,416.10	$ 1,416.10	
212	COMM2	Other	Dell	Wireless K/M	KM5221	1	$33.74	$ 33.74	
								$ 1,449.84	**01-0100-0212-003010**

COMM3 - Rachel Arnold/ Valerie Covey

Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
213	COMM3	Laptop	Dell	15" Standard Laptop	Mobile Precision 3591- i5-16GB-512SSD - 15" Standard	1	$1,416.10	$ 1,416.10	
								$ 1,416.10	**01-0100-0213-003010**

COMM4 - Amalia Puentes-ZuaZua/ Russ Boles

Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
214	COMM4	Laptop	Dell	13" Standard Laptop	Latitude 5350 2n1 - i5-16GB-512SSD-touch - 13" 2n1	1	$1,350.00	$ 1,350.00	
								$ 1,350.00	**01-0100-0214-003010**

CON1 - Patrick Youngren

Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
551	CON1	Monitor	Dell	27" Monitor	P2725H	4	$155.00	$ 620.00	
551	CON1	Other	Dell	Soundbar w/ Mic	SB522A	2	$46.37	$ 92.74	
551	CON1	Other	Dell	Wireless K/M	KM7321	3	$57.37	$ 172.11	
								$ 884.85	**01-0100-0551-003010**

CON2 - James (Kevin) Thomas

Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
552	CON2	Desktop	Dell	Standard Desktop	OptiPlex 7020 plus - i5-16GB-1TB SSD	1	$918.45	$ 918.45	
552	CON2	Monitor	Dell	24" Monitor	P2425H	6	$131.81	$ 790.86	
552	CON2	Monitor	Dell	27" Monitor	P2725H	6	$155.00	$ 930.00	
552	CON2	Other	Dell	Wireless K/M	KM5221	12	$33.74	$ 404.88	
								$ 3,044.19	**01-0100-0552-003010**

DC - Shannon Allen

Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
450	DC	Laptop	Dell	15" Standard Laptop	Mobile Precision 3591- i5-16GB-512SSD - 15" Standard	11	$1,416.10	$ 15,577.10	
450	DC	Monitor	Dell	24" Monitor	P2425H	22	$131.81	$ 2,899.82	
450	DC	Other	Dell	Case	EcoLoop Essential Briefcase 14-16	11	$17.00	$ 187.00	
450	DC	Other	Dell	Dock	Thunderbolt - WD22TB4	11	$196.87	$ 2,165.57	
450	DC	Other	Dell	Wireless K/M	KM5221	11	$33.74	$ 371.14	
								$ 21,200.63	**01-0100-0450-003010**

ELEC - Brandon Jenkins/ Vikki Farrow

Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
377	ELEC	AIO	Dell	Standard All-In-One	OptiPlex 7420 plus - i5-16GB-1TB SSD	5	$1,138.00	$ 5,690.00	
377	ELEC	Desktop	Dell	CAD/GIS Desktop	Precision 3680 - i7-32GB-1TB SSD	1	$1,755.29	$ 1,755.29	
377	ELEC	Monitor	Dell	24" Monitor	P2425H	4	$131.81	$ 527.24	
377	ELEC	Other	Dell	Dock	Thunderbolt - WD22TB4	4	$196.87	$ 787.48	
								$ 8,760.01	**01-0377-0377-003010**

ELEC - Brandon Jenkins/ Vikki Farrow

Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
492	ELEC	Laptop	Dell	13" Standard Laptop	Latitude 5350 2n1 - i5-16GB-512SSD-touch - 13" 2n1	4	$1,350.00	$ 5,400.00	
492	ELEC	Laptop	Dell	CAD/GIS Laptop	Mobile Precision 3591- i7-32GB-1TB - 15" GIS/CAD	1	$1,856.00	$ 1,856.00	
								$ 7,256.00	**01-0100-0492-003010**

EMS - Jessica Toothman

Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
540	EMS	Desktop	Dell	Standard Desktop	OptiPlex 7020 plus - i5-16GB-1TB SSD	7	$918.45	$ 6,429.15	
540	EMS	Laptop	Dell	15" Standard Laptop	Mobile Precision 3591- i5-16GB-512SSD - 15" Standard	3	$1,416.10	$ 4,248.30	
540	EMS	Laptop	Dell	CAD/GIS Laptop	Mobile Precision 3591- i7-32GB-1TB - 15" GIS/CAD	1	$1,856.00	$ 1,856.00	
540	EMS	Monitor	Dell	24" Monitor	P2425H	20	$131.81	$ 2,636.20	
540	EMS	Other	Dell	Dock	Thunderbolt - WD22TB4	4	$196.87	$ 787.48	
540	EMS	Other	Dell	Soundbar w/ Mic	SB522A	7	$46.37	$ 324.59	
								$ 16,281.72	**01-0100-0540-003010**

FY25 - Bulk Order #1

FAC - Gina Wrehsnig

Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
509	FAC	Laptop	Dell	CAD/GIS Laptop	Mobile Precision 3591- i7-32GB-1TB - 15" GIS/CAD	1	$1,856.00	$ 1,856.00	
509	FAC	Other	Dell	Dock	Thunderbolt - WD22TB4	1	$196.87	$ 196.87	
								$ 2,052.87	**01-0100-0509-003010**

FLEET - Kevin Teller/Rachel Vrabel

Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
882	FLEET	Desktop	Dell	Standard Desktop	OptiPlex 7020 plus - i5-16GB-1TB SSD	2	$918.45	$ 1,836.90	
882	FLEET	Monitor	Dell	24" Monitor	P2425H	4	$131.81	$ 527.24	
882	FLEET	Other	Dell	Soundbar w/ Mic	SB522A	2	$46.37	$ 92.74	
882	FLEET	Other	Dell	Wireless K/M	KM5221	2	$33.74	$ 67.48	
								$ 2,524.36	**01-0882-0882-003010**

HR - Holly Jung/Rebecca Clemons

Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
402	HR	Desktop	Dell	Standard Desktop	OptiPlex 7020 plus - i5-16GB-1TB SSD	1	$918.45	$ 918.45	
402	HR	Laptop	Dell	15" Standard Laptop	Mobile Precision 3591- i5-16GB-512SSD - 15" Standard	3	$1,416.10	$ 4,248.30	
402	HR	Laptop	Dell	CAD/GIS Laptop	Mobile Precision 3591- i7-32GB-1TB - 15" GIS/CAD	2	$1,856.00	$ 3,712.00	
402	HR	Monitor	Dell	24" Monitor - Touch	P2424HT - touch usb-c hub monitor	1	$291.00	$ 291.00	
402	HR	Other	Dell	Case	EcoLoop Essential Briefcase 14-16	5	$17.00	$ 85.00	
402	HR	Other	Dell	Dock	Thunderbolt - WD22TB4	5	$196.87	$ 984.35	
402	HR	Other	Dell	Soundbar w/ Mic	SB522A	1	$46.37	$ 46.37	
402	HR	Other	Dell	Wireless K/M	KM5221	1	$33.74	$ 33.74	
								$ 10,319.21	**0100-0402-003010**

HR - Holly Jung/Rebecca Clemons - BENEFITS

Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
885	HR	Laptop	Dell	13" Standard Laptop	Latitude 5350 2n1 - i5-16GB-512SSD-touch - 13" 2n1	1	$1,350.00	$ 1,350.00	
885	HR	Laptop	Dell	15" Standard Laptop	Mobile Precision 3591- i5-16GB-512SSD - 15" Standard	1	$1,416.10	$ 1,416.10	
885	HR	Other	Dell	Dock	Thunderbolt - WD22TB4	2	$196.87	$ 393.74	
885	HR	Other	Dell	Wireless K/M	KM5221	2	$33.74	$ 67.48	
								$ 3,227.32	**01-0885-0886-003010**

ITS - Holly Shell

Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
503	ITS	Laptop	Dell	15" Standard Laptop	Mobile Precision 3591- i5-16GB-512SSD - 15" Standard	6	$1,416.10	$ 8,496.60	
503	ITS	Laptop	Dell	CAD/GIS Laptop	Mobile Precision 3591- i7-32GB-1TB - 15" GIS/CAD	1	$1,856.00	$ 1,856.00	
503	ITS	Monitor	Dell	27" Monitor	P2725H	10	$155.00	$ 1,550.00	
503	ITS	Monitor	Dell	34" Curved Monitor w/ Soundbar	P3424WEB	2	$518.69	$ 1,037.38	
503	ITS	Other	Dell	Case	EcoLoop Essential Briefcase 14-16	3	$17.00	$ 51.00	
503	ITS	Other	Dell	Dock	Thunderbolt - WD22TB4	5	$196.87	$ 984.35	
503	ITS	Other	Dell	Soundbar w/ Mic	SB522A	5	$46.37	$ 231.85	
503	ITS	Other	Dell	Wireless K/M	KM5221	7	$33.74	$ 236.18	
								$ 14,443.36	**01-0100-0503-003010**

JAIL - Abigail Dass

Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
570	JAIL	Desktop	Dell	Standard Desktop	OptiPlex 7020 plus - i5-16GB-1TB SSD	5	$918.45	$ 4,592.25	
570	JAIL	Monitor	Dell	24" Monitor	P2425H	1	$131.81	$ 131.81	
570	JAIL	Other	Dell	Wired K/M	MK300	1	$26.99	$ 26.99	
								$ 4,751.05	**01-0100-0570-003010**

JP2 - Melissa East/Tammy Hudson

Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
452	JP2	Laptop	Dell	15" Standard Laptop	Mobile Precision 3591- i5-16GB-512SSD - 15" Standard	5	$1,416.10	$ 7,080.50	
								$ 7,080.50	**01-0372-0452-003010**

FY25 - Bulk Order #1

JP3 - Cherie Vasquez

Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
453	JP3	Laptop	Dell	15" Standard Laptop	Mobile Precision 3591- i5-16GB-512SSD - 15" Standard	4	$1,416.10	$ 5,664.40	
453	JP3	Other	Dell	Dock	Thunderbolt - WD22TB4	4	$196.87	$ 787.48	
								$ 6,451.88	**01-0100-0453-003010**

JP4 - Veronica Bolander

Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
454	JP4	Laptop	Dell	15" Standard Laptop	Mobile Precision 3591- i5-16GB-512SSD - 15" Standard	2	$1,416.10	$ 2,832.20	
454	JP4	Monitor	Dell	24" Monitor	P2425H	4	$131.81	$ 527.24	
								$ 3,359.44	**01-0100-0454-003010**

JUV - Ashlie Culin/ Roberto Lopez

Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
576	JUV	AIO	Dell	Standard All-In-One	OptiPlex 7420 plus - i5-16GB-1TB SSD	15	$1,138.00	$ 17,070.00	
576	JUV	Desktop	Dell	CAD/GIS Desktop	Precision 3680 - i7-32GB-1TB SSD	5	$1,755.29	$ 8,776.45	
576	JUV	Laptop	Dell	13" Standard Laptop	Latitude 5350 2n1 - i5-16GB-512SSD-touch - 13" 2n1	1	$1,350.00	$ 1,350.00	
576	JUV	Laptop	Dell	15" Standard Laptop	Mobile Precision 3591- i5-16GB-512SSD - 15" Standard	10	$1,416.10	$ 14,161.00	
576	JUV	Monitor	Dell	24" Monitor	P2425H	11	$131.81	$ 1,449.91	
576	JUV	Other	Dell	Dock	Thunderbolt - WD22TB4	11	$196.87	$ 2,165.57	
576	JUV	Other	Dell	Wireless K/M	KM5221	31	$33.74	$ 1,045.94	
								$ 46,018.87	**01-0100-0576-003010**

PARKS - Benita Bonner/ Josh Remmer - PARKS CONSERVATION

Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
508	PARKS	Laptop	Dell	13" Standard Laptop	Latitude 5350 2n1 - i5-16GB-512SSD-touch - 13" 2n1	1	$1,350.00	$ 1,350.00	
508	PARKS	Laptop	Dell	15" Standard Laptop	Mobile Precision 3591- i5-16GB-512SSD - 15" Standard	1	$1,416.10	$ 1,416.10	
508	PARKS	Laptop	Dell	CAD/GIS Laptop	Mobile Precision 3591- i7-32GB-1TB - 15" GIS/CAD	1	$1,856.00	$ 1,856.00	
508	PARKS	Monitor	Dell	27" Monitor	P2725H	2	$155.00	$ 310.00	
508	PARKS	Other	Dell	Case	EcoLoop Essential Briefcase 14-16	1	$17.00	$ 17.00	
508	PARKS	Other	Dell	Dock	Thunderbolt - WD22TB4	1	$196.87	$ 196.87	
508	PARKS	Other	Dell	Wireless K/M	KM5221	1	$33.74	$ 33.74	
								$ 5,179.71	**01-0508-0508-003010**

PARKS - Benita Bonner/ Emsud Horozovic

Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
510	PARKS	Desktop	Dell	Standard Desktop	OptiPlex 7020 plus - i5-16GB-1TB SSD	2	$918.45	$ 1,836.90	
510	PARKS	Laptop	Dell	13" Standard Laptop	Latitude 5350 2n1 - i5-16GB-512SSD-touch - 13" 2n1	1	$1,350.00	$ 1,350.00	
510	PARKS	Laptop	Dell	15" Standard Laptop	Mobile Precision 3591- i5-16GB-512SSD - 15" Standard	7	$1,416.10	$ 9,912.70	
510	PARKS	Monitor	Dell	24" Monitor	P2425H	17	$131.81	$ 2,240.77	
510	PARKS	Monitor	Dell	27" Monitor	P2725H	7	$155.00	$ 1,085.00	
510	PARKS	Other	Dell	Case	EcoLoop Essential Briefcase 14-16	7	$17.00	$ 119.00	
510	PARKS	Other	Dell	Dock	Thunderbolt - WD22TB4	13	$196.87	$ 2,559.31	
510	PARKS	Other	Dell	Soundbar w/ Mic	SB522A	18	$46.37	$ 834.66	
510	PARKS	Other	Dell	Wireless K/M	KM5221	17	$33.74	$ 573.58	
								$ 20,511.92	**01-0100-0510-003010**

PTS - Jamie Brew

Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
591	PTS	Laptop	Dell	15" Standard Laptop	Mobile Precision 3591- i5-16GB-512SSD - 15" Standard	11	$1,416.10	$ 15,577.10	
591	PTS	Monitor	Dell	24" Monitor	P2425H	22	$131.81	$ 2,899.82	
591	PTS	Other	Dell	Dock	Thunderbolt - WD22TB4	11	$196.87	$ 2,165.57	
591	PTS	Other	Dell	Soundbar w/ Mic	SB522A	11	$46.37	$ 510.07	
591	PTS	Other	Dell	Wireless K/M	KM5221	11	$33.74	$ 371.14	
								$ 21,523.70	**01-0100-0591-003010**

FY25 - Bulk Order #1

PURCH - Kerstin Hancock

Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
494	PURCH	Laptop	Dell	13" Standard Laptop	Latitude 5350 2n1 - i5-16GB-512SSD-touch - 13" 2n1	1	$1,350.00	$ 1,350.00	
494	PURCH	Laptop	Dell	15" Standard Laptop	Mobile Precision 3591- i5-16GB-512SSD - 15" Standard	2	$1,416.10	$ 2,832.20	
494	PURCH	Other	Dell	Dock	Thunderbolt - WD22TB4	3	$196.87	$ 590.61	
494	PURCH	Other	Dell	Wireless K/M	KM5221	1	$33.74	$ 33.74	
								$ 4,806.55	**01-0100-0494-003010**

RADIO - Thomas Piche - Wireless Comm

Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
587	RADIO	Laptop	Dell	13" Standard Laptop	Latitude 5350 2n1 - i5-16GB-512SSD-touch - 13" 2n1	1	$1,350.00	$ 1,350.00	
587	RADIO	Monitor	Dell	27" Monitor	P2725H	2	$155.00	$ 310.00	
587	RADIO	Other	Dell	Case	EcoLoop Essential Briefcase 14-16	1	$17.00	$ 17.00	
587	RADIO	Other	Dell	Dock	Thunderbolt - WD22TB4	1	$196.87	$ 196.87	
587	RADIO	Other	Dell	Soundbar w/ Mic	SB522A	1	$46.37	$ 46.37	
587	RADIO	Other	Dell	Wireless K/M	KM5221	1	$33.74	$ 33.74	
								$ 1,953.98	**01-0100-0587-003010**

SO - Amanda Hisbrook

Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
560	SO	Desktop	Dell	Standard Desktop	OptiPlex 7020 plus - i5-16GB-1TB SSD	1	$918.45	$ 918.45	
560	SO	Monitor	Dell	27" Monitor	P2725H	8	$155.00	$ 1,240.00	
560	SO	Other	Dell	Soundbar w/ Mic	SB522A	1	$46.37	$ 46.37	
560	SO	Other	Dell	Wireless K/M	KM5221	5	$33.74	$ 168.70	
								$ 2,373.52	**01-0100-0560-003010**

SO - Mary Johnson

Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
560	SO	Desktop	Dell	SO Evidence	Presicion 5860 - i7-32GB-4TB SSD - SO Evidence	1	$3,910.65	$ 3,910.65	
560	SO	Monitor	Dell	27" Monitor	P2725H	40	$155.00	$ 6,200.00	
560	SO	Other	Dell	Soundbar w/ Mic	SB522A	19	$46.37	$ 881.03	
560	SO	Other	Dell	Wireless K/M	KM5221	19	$33.74	$ 641.06	
								$ 11,632.74	**01-0100-0560-003010**

SO - Starla Hall

Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
560	SO	Desktop	Dell	Standard Desktop	OptiPlex 7020 plus - i5-16GB-1TB SSD	13	$918.45	$ 11,939.85	
560	SO	Laptop	Dell	13" Standard Laptop	Latitude 5350 2n1 - i5-16GB-512SSD-touch - 13" 2n1	2	$1,350.00	$ 2,700.00	
560	SO	Laptop	Dell	15" Standard Laptop	Mobile Precision 3591- i5-16GB-512SSD - 15" Standard	24	$1,416.10	$ 33,986.40	
560	SO	Monitor	Dell	27" Monitor	P2725H	30	$155.00	$ 4,650.00	
560	SO	Other	Dell	Case	EcoLoop Essential Briefcase 14-16	3	$17.00	$ 51.00	
560	SO	Other	Dell	Dock	Thunderbolt - WD22TB4	3	$196.87	$ 590.61	
560	SO	Other	Dell	Soundbar w/ Mic	SB522A	13	$46.37	$ 602.81	
560	SO	Other	Dell	Wireless K/M	KM5221	13	$33.74	$ 438.62	
								$ 54,959.29	**01-0100-0560-003010**

SO - Terri Countess

Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
560	SO	Desktop	Dell	Standard Desktop	OptiPlex 7020 plus - i5-16GB-1TB SSD	1	$918.45	$ 918.45	
560	SO	Desktop	Dell	CAD/GIS Desktop	Precision 3680 - i7-32GB-1TB SSD	1	$1,755.29	$ 1,755.29	
560	SO	Laptop	Dell	15" Standard Laptop	Mobile Precision 3591- i5-16GB-512SSD - 15" Standard	1	$1,416.10	$ 1,416.10	
560	SO	Monitor	Dell	27" Monitor	P2725H	6	$155.00	$ 930.00	
560	SO	Other	Dell	Case	EcoLoop Essential Briefcase 14-16	1	$17.00	$ 17.00	
560	SO	Other	Dell	Dock	Thunderbolt - WD22TB4	1	$196.87	$ 196.87	
560	SO	Other	Dell	Soundbar w/ Mic	SB522A	3	$46.37	$ 139.11	
560	SO	Other	Dell	Wireless K/M	KM5221	3	$33.74	$ 101.22	
								$ 5,474.04	**01-0100-0560-003010**

FY25 - Bulk Order #1

TAX - Mary Greenway/Maritza Aragon

Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
499	TAX	Desktop	Dell	Standard Desktop	OptiPlex 7020 plus - i5-16GB-1TB SSD	14	$918.45	$ 12,858.30	
499	TAX	Laptop	Dell	13" Standard Laptop	Latitude 5350 2n1 - i5-16GB-512SSD-touch - 13" 2n1	1	$1,350.00	$ 1,350.00	
499	TAX	Laptop	Dell	15" Standard Laptop	Mobile Precision 3591- i5-16GB-512SSD - 15" Standard	2	$1,416.10	$ 2,832.20	
								$ 17,040.50	**01-0100-0499-003010**

URS - Kelly Murphy/Jenifer Favreau

Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
210	URS	Desktop	Dell	Standard Desktop	OptiPlex 7020 plus - i5-16GB-1TB SSD	22	$918.45	$ 20,205.90	
210	URS	Laptop	Dell	15" Standard Laptop	Mobile Precision 3591- i5-16GB-512SSD - 15" Standard	5	$1,416.10	$ 7,080.50	
								$ 27,286.40	**01-0200-0210-003010**

VET - Misty Cordero-Pierce/Shaun Perkins

Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
405	VET	Laptop	Dell	15" Standard Laptop	Mobile Precision 3591- i5-16GB-512SSD - 15" Standard	2	$1,416.10	$ 2,832.20	
405	VET	Other	Dell	Case	EcoLoop Essential Briefcase 14-16	2	$17.00	$ 34.00	
405	VET	Other	Dell	Dock	Thunderbolt - WD22TB4	2	$196.87	$ 393.74	
405	VET	Other	Dell	Wireless K/M	KM5221	2	$33.74	$ 67.48	
								$ 3,327.42	**0100-0405-003010**

VET - Misty Cordero-Pierce/Shaun Perkins

Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
405	VET	Laptop	Dell	15" Standard Laptop	Mobile Precision 3591- i5-16GB-512SSD - 15" Standard	1	$1,416.10	$ 1,416.10	
405	VET	Monitor	Dell	27" Monitor	P2725H	2	$155.00	$ 310.00	
405	VET	Other	Dell	Case	EcoLoop Essential Briefcase 14-16	1	$17.00	$ 17.00	
405	VET	Other	Dell	Dock	Thunderbolt - WD22TB4	1	$196.87	$ 196.87	
405	VET	Other	Dell	Wireless K/M	KM5221	1	$33.74	$ 33.74	
								$ 1,973.71	**507P, 507A, Task 6.1**

TOTAL	**$ 479,366.59**

Commissioners Court - Regular Session **64.**

Meeting Date: 11/19/2024

Approval of Amendment to the McLemore Building Maintenance, Inc. Service Agreement adding FEMA Addendum 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 on approval of the Amendment which incorporates the FEMA Addendum for the January 1, 2020, McLemore Building Maintenance, Inc Service Agreement.

Background

This item is to provide the inclusion of the FEMA Addendum for the January 1, 2020 McLemore Building Maintenance, Inc Service Agreement. By adding FEMA compliant contract language the contract is pre positioned for use in the event of an emergency. Department Contact: Christi Stromberg.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Amendment

TEC 1295

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	11/14/2024 09:52 AM
County Judge Exec Asst.	Becky Pruitt	11/14/2024 10:02 AM
Form Started By: Theresa Gross		Started On: 11/13/2024 01:55 PM
Final Approval Date: 11/14/2024		

AMENDMENT TO
WILLIAMSON COUNTY SERVICE AGREEMENT
MCLEMORE BUILDING MAINTENANCE, 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 WILLIAMSON COUNTY 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 McLemore Building Maintenance, Inc. ("Service Provider"), both of which are referred to herein as the parties.

WHEREAS, the County and Service Provider entered into a Service Agreement, dated effective January 01, 2020 (the "Agreement"), setting forth the terms and conditions pursuant to which Service Provider agreed to provide certain services;

WHEREAS, the Parties desire to amend the Agreement to include FEMA contract provisions.

NOW THEREFORE, the Parties agree that the Agreement is amended as follows:

AMENDMENT

I. The parties shall amend the Agreement to include the Williamson County Addendum For FEMA Related Purchases and Services attached herein and incorporated into the Agreement as **Exhibit A.**

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 of the date of the last party's execution hereof.

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
County Judge/Presiding Officer

Date: _____

MCLEMORE BUILDING MAINTENANCE, INC.:

Authorized Signature

Richard Rodriguez
Printed Name

Date: 11/13/2024

Exhibit “A”

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

WILLIAMSON COUNTY
ADDENDUM
FOR
FEMA RELATED PURCHASES AND SERVICES
(Required FEMA Contract Provisions)

THE UNDERSIGNED CONTRACTOR AGREES TO COMPLY WITH THE FOLLOWING FEMA REQUIRED CONTRACT PROVISIONS TO THE EXTENT THAT SUCH PROVISIONS ARE APPLICABLE UNDER THE CONTRACT DESCRIBED HEREINBELOW, WHICH IS BETWEEN CONTRACTOR AND WILLIAMSON COUNTY, TEXAS ("County"). CONTRACTOR AND COUNTY HEREBY AGREE THE CONTRACT SHALL BE AMENDED TO INCORPORATE THE TERMS AND CONDITIONS OF THIS ADDENDUM. AS AMENDED, THE CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT ACCORDING TO ITS TERMS AND CONDITIONS. THIS ADDENDUM SUPERSEDES ANY AND ALL PRIOR UNDERSTANDINGS AND AGREEMENTS, ORAL OR WRITTEN, RELATING TO THE SUBJECT MATTER. IN THE EVENT THERE IS A CONFLICT BETWEEN THE TERMS AND CONDITIONS OF THE CONTRACT AND THE TERMS AND CONDITIONS OF THIS ADDENDUM, THE FOLLOWING TERMS AND CONDITIONS OF THIS ADDENDUM SHALL CONTROL:

SECTION I. CONTRACT REQUIREMENTS

This Contract may be eligible for FEMA funding. FEMA requires inclusion of the following contract provisions for procurement under exigent or emergency circumstances. The Parties must comply with these provisions as a minimum. In the event of a conflict with other provisions in this Contract that address the same or a similar requirement, the provisions that are stricter and impose the greater duties upon Contractor shall apply.

SECTION II. REMEDIES FOR BREACH

In addition to all other remedies included in this Contract, Contractor shall, at a minimum, be liable to the County for all foreseeable damages it incurs as a result of Contractor violation or breach of the terms of this Contract. This includes without limitation, any cost incurred to remediate defects in Contactor's services and/or the additional expenses to complete Contractor's services beyond the amounts agreed to in this contract, after Contractor has had a reasonable opportunity to remediate and/or complete its services as otherwise set forth in this contract. All remedies provided for in this Contract may be

exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

SECTION III. TERMINATION

a. *Termination for Cause:* The County reserves the right to terminate the Contract for default if Contractor breaches any of the Contract specifications, terms and conditions, including warranties of the Contractor, if any, or if the Contractor becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or in equity or as may otherwise be provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the County's satisfaction, and/or to meet all other obligations and requirements.

b. *Termination for Convenience:* The County may terminate the Contract for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to Contractor. The County reserves the right to extend this period if it is in the best interest of the County. In the event the County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to Contractor for goods, commodities and/or services provided, and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County's termination for convenience.

SECTION IV. EQUAL EMPLOYMENT OPPORTUNITY

a. The following Section (Equal Employment Opportunity) is applicable for construction contracts.

   i. Construction Work. The regulation at 41 C.F.R.§60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

b. During the performance of this Contract, the Contractor agrees as follows:

   1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation,

gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
4. The Contractor will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant

thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

   Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

   The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.

   The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of

the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

SECTION V. DAVIS-BACON ACT (*Applicable for Construction Contracts over $2,000*)

a. All transactions regarding this Contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

SECTION VI. COPELAND ANTI-KICKBACK ACT (*Applicable for Construction Contacts over $2,000*)

a. Contractor. The Contractor shall comply with 18 U.S.C. §874, 40 U.S.C.§3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.

b. Subcontracts. The Contractor or its subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate

instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these Contract clauses.

c. Breach. A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a Contractor and subcontractor as provided in C.F.R. § 5.122.

SECTION VII. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. The following Section (Contract Work Hours and Safety Standards Act) is applicable for contracts awarded in excess of $100,000 that involve the employment of mechanics or laborers.

b. Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

c. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b) of this section.

d. Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (c) of this section.

e. Subcontracts. The Contractor or its subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b) through (e) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any of its subcontractors or lower tier subcontractors with the clauses set forth in paragraphs (b) through (e) of this section.

SECTION VIII. RIGHTS TO INVENTION MADE UNDER A CONTRACT OR AGREEMENT

If FEMA's funding for this Contract meets the definition of "funding agreement," and Contractor work is related to the performance of experimental, developmental, or research work under that "funding agreement." Contractor must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Businesses Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FEMA.

SECTION IX. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT *(Applicable to Contracts over $150,000)*

a. Clean Air Act:

i. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.* The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional office. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

b. Federal Water Pollution Act:

i. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.* The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional office. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

SECTION X. DEBARMENT AND SUSPENSION *(Applicable to all contract of $25,000 or more)*

a. This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at

2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2C.F.R Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by County. If it is later determined that the Contractor did not comply with 2 C.F.R Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to the remedies available to County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contact that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

SECTION XI. BYRD ANTI-LOBBYING AMENDMENT (Applicable to Contracts over $100,000)

a. Contractors who apply or bid for an award of more than $100,000 shall file the required certification with the County. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

SECTION XII. PROCUREMENT OF RECOVERED MATERIALS

a. In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

   i. Competitively within a timeframe providing for compliance with the Contract performance schedule;

   ii. Meeting contract performance requirements; or

   iii. At a reasonable price.

b. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

c. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

SECTION XIII. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

b. Prohibitions:

i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. §200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

ii. Unless an exception in paragraph (c) of this clause applies, the Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan agreement from the Federal Emergency Management Agency to:

1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system, or as critical technology of any system;

2. Enter into, extend, or renew a contact to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

4. Provide, as part of its performance of this Contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications

equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. Exceptions:

i. This clause does not prohibit contractors from providing:

1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

ii. By necessary implication and regulation, the prohibitions also do not apply to:

1. Covered telecommunications equipment or services that:

a. Are not used as a substantial or essential component of any system; and

b. Are not used as critical technology of any system.

2. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. Reporting Requirement.

i. In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contact performance, or the Contractor is notified of such by a subcontractor as any tier or by any other source, the Contractor shall report the information in paragraph (d)(ii) of this clause to the recipient or subrecipient, unless elsewhere in this contact are established procedures for reporting the information.

ii. The Contractor shall report the following information pursuant to paragraph (d)(i) of this clause:

1. Within one business day from the date of such identification or notification: The Contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known) supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number; or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

2. Within 10 business days of submitting the information in paragraph (d)(ii)(1) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission od covered telecommunications equipment or services.

e. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

SECTION XIV. DOMESTIC PREFERENCES FOR PROCUREMENTS

a. As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

b. For purposes of the clause:

i. Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

ii. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastic and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

ADDITIONAL FEMA SPECIFIC CONTRACT PROVISIONS

SECTION XV. ACCESS TO RECORDS

The Contractor agrees to provide County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the FEMA Administrator or his authorized representative's access to construction or other work sites pertaining to the work being completed under the contract. In addition, for contracts entered into after August 1, 2017 Under a Major Disaster or Emergency Declaration, and in compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the

County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

SECTION XVI. CONTRACT CHANGES OR MODIFICATIONS

Contractor understands that all contracts and subcontracts must include terms to address contract changes or modifications. All contract changes or modifications must be mutually agreed to in writing.

SECTION XVII. DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

SECTION XVIII. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS AND ACKNOWLEDGEMENT OF FEDERAL FUNDING

Contractor understands and acknowledges that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

SECTION XIX. NO OBLIGATION BY FEDERAL GOVERNMENT

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

SECTION XX. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

SECTION XXI. AFFIRMATIVE SOCIOECONOMIC STEPS

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

SECTION XXII. LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT AND DATA RIGHTS

a. This requirement applies if the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and Contractor work is related to the performance of experimental, developmental, or research work under that "funding agreement."

b. The Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare

derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

IN WITNESS that this Addendum shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

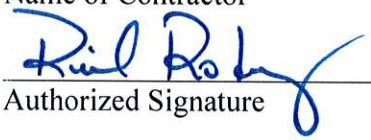
_____
Authorized Signature

_____
Printed Name

Date: _____ ____, 20____

CONTRACTOR:

McLemore Building Maintenance, Inc.
Name of Contractor


Authorized Signature

Richard Rodriguez
Printed Name

Date: November 13, 20 24

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:
2024-1237919

Date Filed:
11/12/2024

Date Acknowledged:
11/13/2024

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

McLemore Building Maintenance, Inc.
HOUSTON, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFP# 1978
Janitorial and Custodial 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:
2024-1237919

Date Filed:
11/12/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

McLemore Building Maintenance, Inc.
HOUSTON, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFP# 1978
Janitorial and Custodial Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is [redacted], and my date of birth is [redacted].

My address is [redacted] (street), [redacted] (city) (state) (zip code) (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in [redacted] (month) (year).

[redacted]
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **65.**

Meeting Date: 11/19/2024

Jail Magistrate Reno-P540 - 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 J.T. Vaughn Construction, LLC. for the Jail North Magistrate for time extension only on Change Order to complete elevator installation, which was approved by Williamson County Project Manager, Thomas Crockett, pursuant to the Commissioners Court's prior delegation of change order approval authority pursuant to Loc. Gov't Code Sec. 262.031.

Background

The Change Order No. 3 is made to grant time extension only to complete Jail North Magistrate elevator installation for J.T. Vaughn Construction, LLC. Williamson County Facilities Project Manager, Thomas Crockett was delegated change order approval authority for this project on January 23, 2024, by the Commissioners Court 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

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Jail Magistrate - P540-CO3

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	11/07/2024 12:33 PM
County Judge Exec Asst.	Becky Pruitt	11/08/2024 10:07 AM
Form Started By: Christy Matoska		Started On: 11/07/2024 11:30 AM
Final Approval Date: 11/08/2024		

CHANGE ORDER #3
Jail North Magistrate

CHANGE ORDER NO: 03 NTP Date: 12/13/2023
DATE OF ISSUANCE: 11/01/2024
Contractor: J.T. Vaughn Construction
Architect/ Engineer: Talex Engineers

EXPLANATION:

1. Increase in time due to revised drawings needed from the architect, Talex Engineers, for the elevator area, and TK Elevator Company must review revised drawings and agree that new elevator drawings and materials will work on existing structure.

CONTRACT CHANGE:

1. Increase in time only needed for elevator installation.

Original Contract Amount	$3,167,709.00
Net change by previously submitted Change Orders	$ 264,711.44
Contract sum prior to this Change Order was	$3,432,420.44
Contract Sum be increased / (decreased) by this Change Order in the amount of	$ 0.00
The new Contract Sum including this Change Order will be	$ 3,432,420.44

Percentage Increase of Change Orders over Original Contract Amount
(Not to Exceed 25% per state law) 0 %

The Contract Time will be changed by One Hundred Nineteen (119) days
The date of Substantial Completion as of the date of this Change Order 04/10/2025

RECOMMENDED BY:

Danny Thompson, CEO		11/6/2024
Contractor's Printed Name	Signature	Date

REVIEWED BY:

Oscar Villarreal	Oscar Villarreal (Oct 31, 2024 12:47 CDT)	Oct 31, 2024
Architect/ Engineer Name	Signature	Date

ACCEPTED BY:

Thomas Crockett	Thomas Crockett	Oct 31, 2024
Owner's Representative	Signature	Date

Commissioners Court - Regular Session **66.**

Meeting Date: 11/19/2024

Naming of Newly Acquired Facility - Williamson County Lake Creek Annex

Submitted For: Dale Butler **Submitted By:** Christy Matoska, Facilities Managemen

Department: Facilities Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the naming of the former TxDOT building, located at 9500 Lake Creek Blvd., Austin, TX 78717 to the Williamson County Lake Creek Annex.

Background

This building was purchased from TxDOT by Williamson County in August 2024. The building and property are located at 9500 Lake Creek Parkway, Austin, TX 78717, Property R056472, Legal Description: AW0551 AW0551 – Saul, R Sur., Acres 28.384, Account R-16-0551-EX00-0001, Map Number 4-6618. The purpose of naming the building is to enhance directional access for both emergency personnel and the visiting public. Proposed name is the Williamson County Lake Creek Annex.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Lake Creek Annex - Site Plan

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/08/2024 10:16 AM
Form Started By: Christy Matoska		Started On: 11/07/2024 12:37 PM
Final Approval Date: 11/08/2024		

LEGAL DESCRIPTION

BEING 28.53 ACRES (1,242,932 SQUARE FEET) OF LAND, SURVEYED BY LANDESIGN SERVICES, INC., SITUATED IN THE RACHAEL SAUL SURVEY, ABSTRACT NO. 551, IN WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE REMAINDER OF A CALLED 789.508 ACRE TRACT OF LAND DESCRIBED IN A DEED TO THE STATE OF TEXAS, STATE DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION, RECORDED IN VOLUME 1723, PAGE 855 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS (O.R.W.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A"

GRAPHIC SCALE

100' 80' 60' 40' 20' 0' 50' 100'

LEGEND

- ■ 1/2-INCH REBAR WITH TX.D.O.T. ALUMINUM CAP FOUND
- ● 1/2-INCH REBAR FOUND (OR AS NOTED)
- ◉ 1/2-INCH REBAR WITH CAP STAMPED "LSI SURVEY" FOUND
- ○ 1/2-INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET
- ▲ 60D NAIL FOUND
- PB ELECTRIC PULLBOX
- E ELECTRIC TRANSFORMER
- LIGHT POLE
- BOLLARD
- FIRE HYDRANT
- SIGN POST SIGN
- POWER POLE
- OHE OVERHEAD ELECTRIC
- MH MANHOLE
- GAS MARKER
- WV WATER VALVE
- O.R.W.C.T. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- R.O.W. RIGHT-OF-WAY
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING

LOT 4A, BLOCK D
AMENDED PLAT OF LOTS 3 AND 4, BLOCK D,
AVERY LAKELINE
DOC. NO. 2021136439
O.P.R.W.C.T.

NORTH LAKE CREEK PARKWAY
(64' R.O.W.)

N87°38'10"E 435.52'
370.84'
L2
N88°04'17"E 534.02'

64.68'
36.75'

CHAINLINK FENCE

CONCRETE FLUME

CONCRETE BLOCKS

DETENTION POND

CHAINLINK FENCE

MONTOUR DRIVE

BLOCK 1

18
17
16
15
14

AVERY STATION
SECTION 1A, PHASE 1
DOC. NO. 2011052951
O.P.R.W.C.T.

S20°34'30"E 1079.48'

CHAINLINK FENCE

3

1
NORTHWOODS AVERY
RANCH SUBDIVISION
DOC. NO. 2012009882
O.P.R.W.C.T.

N02°10'23"W 1076.89'

28.53 ACRES
(1,242,932 SQ. FT.)

THE STATE OF TEXAS
REMAINDER (789.508 ACRES)
VOL. 1723, PG. 855
O.R.W.C.T.

SINGLE STORY
BUILDING

ASPHALT DRIVE

RACHAEL SAUL SURVEY
ABSTRACT NO. 551

LOT 2, BLOCK B
REPLAT OF AVERY LAKELINE
DOC. NO. 2021073705
O.P.R.W.C.T.

LOT 1, BLOCK B
REPLAT OF AVERY LAKELINE
DOC. NO. 2021073705
O.P.R.W.C.T.

P.O.C.

N88°53'52"E 354.14'

L1

38.24'

DILAPIDATED ASPHALT DRIVE

686.46'

S88°14'44"W 724.70'

L5

L4

L3

WROUGHT
IRON FENCE

S80°20'39"W
376.67'

"TERRA FIRMA"

NORTH LAKE CREEK PARKWAY
(R.O.W. VARIES)

LOT 1B
RESUBDIVISION OF
LOT 1, PARKLINE SECTION I
DOC. NO. 2008061675
O.P.R.W.C.T.

LOT 1-A, BLOCK B
RESUBDIVISION OF
LOT 1, BLOCK B,
PARKLINE SECTION II
DOC. NO. 2011049112
O.P.R.W.C.T.

P.O.B.
SURFACE COORDINATES
N: 10148785.98
E: 3095103.55

LOT 1, BLOCK A
NEC LAKELINE AND 183A
DOC. NO. 2019116894
O.P.R.W.C.T.

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N88°16'23"E	14.32'
L2	N75°02'19"E	12.54'
L3	S83°23'59"W	16.33'
L4	S85°12'40"W	125.19'
L5	S85°20'23"W	83.13'

THIS SURVEY PLAT WAS PREPARED FROM AN ON-THE-GROUND SURVEY PERFORMED UNDER MY SUPERVISION.

07/28/2023
FRANK W. FUNK
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS NO. 6803

STATE OF TEXAS
REGISTERED
FRANK WILLIAM FUNK
6803
PROFESSIONAL
LAND SURVEYOR

GENERAL NOTES:

THIS PROJECT IS REFERENCED FOR ALL BEARING AND COORDINATE BASIS TO THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 – 2011 ADJUSTMENT), CENTRAL ZONE (4203).

DISTANCES AND AREAS SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR OF 1.000077918.

SOME FEATURES SHOWN HEREON MAY BE OUT OF SCALE FOR CLARITY.

THIS SURVEY PLAT ACCOMPANIES A METES AND BOUNDS DESCRIPTION OF EVEN DATE.

LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642
TBPELS FIRM NO. 10001800
512-238-7901

BOUNDARY AND IMPROVEMENTS SURVEY OF 28.53 ACRES OF LAND SITUATED IN THE RACHAEL SAUL SURVEY ABSTRACT NO. 551, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 789.508 ACRE TRACT OF LAND DESCRIBED IN A DEED RECORDED IN VOLUME 1723, PAGE 855, O.R.W.C.T.

REVISIONS	
DESCRIPTION	DATE

PROJECT NAME: JCI TSDOT CPR
JOB NUMBER: 23-018 | SCALE: 1"=100'
DATE: 06/07/23
DRAWING FILE PATH: K:\2023\23018 - JCI TxDOT CPR\CAD\DWGs
FIELDNOTE FILE PATH: K:\2023\23018 - JCI TXDOT CPR\DESCRIPTIONS
RPLS: FWF | TECH: JCA | PARTYCHIEF: KD
CHECKED BY: HAS | FIELDBOOK: 8/1/47

DRAWING NAME: JCI TXDOT CPR

SHEET 1 of 1

DRAWING PATH: K:\2023\23018 - JCI TXDOT CPR\CAD\DWGS\JCI TXDOT CPR BOUNDARY IMPROVMENTS.DWG SHEET PLOT SIZE: ARCH FULL BLEED C (24.00 X 18.00 INCHES) LAST SAVED: 7/27/2023 10:12 AM PLOT DATE: 7/27/2023 10:09 AM

Commissioners Court - Regular Session **67.**

Meeting Date: 11/19/2024

Berry Springs Park Improvements (P559) - CMAR Change Order #1

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.1 from Chasco Constructors, Ltd. LLP for the Berry Springs Park Project for site modification, deducts, and adds to the plan quantities. Funding allocated from Line Item #32 "Work Yet To Be Procured." Change Order for Site Modification: demolition, landscape, irrigation, and site furnishings, parking lot paving, entrance paving adjustment, site concrete, building concrete and misc site, which was approved by Williamson County 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

The Change Order No. 1 is made for site modifications, deducts, and adds to plan quantities for Chasco Constructors, Ltd. LLP. Funding allocated from Line Item #32 "Work Yet To Be Procured." 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 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

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Berry Springs Park P559 - CO1

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	11/14/2024 11:38 AM
County Judge Exec Asst.	Becky Pruitt	11/14/2024 02:38 PM
Form Started By: Christy Matoska		Started On: 11/14/2024 10:32 AM
Final Approval Date: 11/14/2024		

CHANGE ORDER
Berry Springs Park Improvements

CHANGE ORDER NO: **#01** NTP Date: 02/23/2024
DATE OF ISSUANCE: 11/13/2024
Contractor: Chasco Constructors, Ltd. LLP
Architect/ Engineer: Halff Associates, Inc.

EXPLANATION:

1. Site modification, deducts, and adds to the plan quantities. Funding allocated from Line Item #32 "Work Yet to Be Procured."

CONTRACT CHANGE:

1. Site modification:
    a. Demolition
    b. Landscape, irrigation, and Site Furnishings
    c. Parking Lot – Paving
    d. Entrance Paving Adjustment
    e. Site Concrete
    f. Building Concrete
    g. Misc Site

Original Contract Amount	$ 5,950,619.20
Net change by previously submitted Change Orders	$ 0.00
Contract sum prior to this Change Order was	$ 5,950,619.20
Contract Sum unchanged (administrative modifications to invoice in the amount of	$ 107,401.25)
The new Contract Sum including this Change Order will be	$ 5,950,619.20

Percentage Increase of Change Orders over Original Contract Amount
(Not to Exceed 25% per state law) 0 %

The Contract Time will be changed by 0 days
The date of Substantial Completion as of the date of this Change Order 11/19/2024

RECOMMENDED BY:

William Cleghorn	William Cleghorn William Cleghorn (Nov 14, 2024 09:09 CST)	Nov 14, 2024
Contractor's Printed Name	Signature	Date

REVIEWED BY:

James Hemenes		Nov 14, 2024
Architect/ Engineer Name	Signature	Date

ACCEPTED BY:

Angel Gomez	Angel Gomez (Nov 14, 2024 11:22 CST)	Nov 14, 2024
Owner's Representative	Signature	Date

Berry Springs Park-P559_CO1_Chasco

Final Audit Report 2024-11-14

Created:	2024-11-14
By:	Christy Matoska (christy.matoska@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAASF3dux016sRW5pXycUdpZc1V3XW6vD4v

"Berry Springs Park-P559_CO1_Chasco" History

Document created by Christy Matoska (christy.matoska@wilco.org)
2024-11-14 - 1:47:02 PM GMT- IP address: 173.219.39.210

Document emailed to will.cleghorn@chasco.com for signature
2024-11-14 - 1:49:32 PM GMT

Email viewed by will.cleghorn@chasco.com
2024-11-14 - 3:08:30 PM GMT- IP address: 18.188.52.28

Signer will.cleghorn@chasco.com entered name at signing as William Cleghorn
2024-11-14 - 3:09:34 PM GMT- IP address: 65.36.5.146

Document e-signed by William Cleghorn (will.cleghorn@chasco.com)
Signature Date: 2024-11-14 - 3:09:36 PM GMT - Time Source: server- IP address: 65.36.5.146

Document emailed to James Hemenes (jhemenes@halff.com) for signature
2024-11-14 - 3:09:38 PM GMT

Email viewed by James Hemenes (jhemenes@halff.com)
2024-11-14 - 3:15:12 PM GMT- IP address: 34.194.151.205

Document e-signed by James Hemenes (jhemenes@halff.com)
Signature Date: 2024-11-14 - 3:17:46 PM GMT - Time Source: server- IP address: 150.220.168.36

Document emailed to Angel Gomez (angel.gomez@wilco.org) for signature
2024-11-14 - 3:17:47 PM GMT

Email viewed by Angel Gomez (angel.gomez@wilco.org)
2024-11-14 - 5:22:25 PM GMT- IP address: 173.219.39.210

Document e-signed by Angel Gomez (angel.gomez@wilco.org)
Signature Date: 2024-11-14 - 5:22:49 PM GMT - Time Source: server- IP address: 173.219.39.210

Powered by
Adobe
Acrobat Sign

Commissioners Court - Regular Session **68.**

Meeting Date: 11/19/2024

Berry Springs Park Improvements (P559) - CMAR Change Order #2

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.2 from Chasco Constructors, Ltd. LLP for the Berry Springs Park Project for site modification, deducts, and adds to the plan quantities. Funding allocated from Line Item #32 "Work Yet To Be Procured." Change Order for Site Modification: erosion control, site work, ASI #1 paving, ASI #5 building concrete, site concrete, water, wastewater, alternate #1 waterline installation allowance, which was approved by Williamson County 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

The Change Order No. 2 is made for site modifications, deducts, and adds to plan quantities for Chasco Constructors, Ltd. LLP. Funding allocated from Line Item #32 "Work Yet To Be Procured." 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 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

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Berry Springs Park P559 - CO2

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	11/14/2024 11:38 AM
County Judge Exec Asst.	Becky Pruitt	11/14/2024 02:39 PM
Form Started By: Christy Matoska		Started On: 11/14/2024 10:49 AM
Final Approval Date: 11/14/2024		

CHANGE ORDER
Berry Springs Park Improvements

CHANGE ORDER NO: **#02** NTP Date: 02/23/2024
DATE OF ISSUANCE: 11/13/2024
Contractor: Chasco Constructors, Ltd. LLP
Architect/ Engineer: Halff Associates, Inc.

EXPLANATION:

1. Site modification, deducts, and adds to the plan quantities. Funding allocated from Line Item #32, "Work Yet To Be Procured."

CONTRACT CHANGE:

1. Site modification:
    a. Erosion Control
    b. Site Work
    c. ASI #1 Paving
    d. ASI #5 Building Concrete
    e. Site Concrete
    f. Water
    g. Wastewater
    h. Alternate #1 Waterline Installation Allowance

Original Contract Amount	$ 5,950,619.20
Net change by previously submitted Change Orders	$ 0.00
Contract sum prior to this Change Order was	$ 5,950,619.20
Contract Sum unchanged (administrative modifications to invoice in the amount of	$ 22,745.50)
The new Contract Sum including this Change Order will be	$ 5,950,619.20

Percentage Increase of Change Orders over Original Contract Amount
(Not to Exceed 25% per state law) 0 %

The Contract Time will be changed by 0 days
The date of Substantial Completion as of the date of this Change Order 11/19/2024

RECOMMENDED BY:

William Cleghorn	William Cleghorn William Cleghorn (Nov 14, 2024 09:15 CST)	Nov 14, 2024
Contractor's Printed Name	Signature	Date

REVIEWED BY:

James Hemenes		Nov 14, 2024
Architect/ Engineer Name	Signature	Date

ACCEPTED BY:

Angel Gomez	Angel Gomez (Nov 14, 2024 11:23 CST)	Nov 14, 2024
Owner's Representative	Signature	Date

Berry Springs Park-P559_CO2_Chasco

Final Audit Report 2024-11-14

Created:	2024-11-14
By:	Christy Matoska (christy.matoska@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAUCZMhKqbWJgn8X3GphUIwu6nodRoJFN3

"Berry Springs Park-P559_CO2_Chasco" History

Document created by Christy Matoska (christy.matoska@wilco.org)
2024-11-14 - 1:50:14 PM GMT- IP address: 173.219.39.210

Document emailed to will.cleghorn@chasco.com for signature
2024-11-14 - 1:51:22 PM GMT

Email viewed by will.cleghorn@chasco.com
2024-11-14 - 3:15:01 PM GMT- IP address: 18.188.52.28

Signer will.cleghorn@chasco.com entered name at signing as William Cleghorn
2024-11-14 - 3:15:30 PM GMT- IP address: 65.36.5.146

Document e-signed by William Cleghorn (will.cleghorn@chasco.com)
Signature Date: 2024-11-14 - 3:15:32 PM GMT - Time Source: server- IP address: 65.36.5.146

Document emailed to James Hemenes (jhemenes@halff.com) for signature
2024-11-14 - 3:15:37 PM GMT

Email viewed by James Hemenes (jhemenes@halff.com)
2024-11-14 - 3:15:39 PM GMT- IP address: 34.239.14.59

Document e-signed by James Hemenes (jhemenes@halff.com)
Signature Date: 2024-11-14 - 3:18:18 PM GMT - Time Source: server- IP address: 150.220.168.36

Document emailed to Angel Gomez (angel.gomez@wilco.org) for signature
2024-11-14 - 3:18:21 PM GMT

Email viewed by Angel Gomez (angel.gomez@wilco.org)
2024-11-14 - 5:23:00 PM GMT- IP address: 173.219.39.210

Document e-signed by Angel Gomez (angel.gomez@wilco.org)
Signature Date: 2024-11-14 - 5:23:11 PM GMT - Time Source: server- IP address: 173.219.39.210

Powered by
Adobe
Acrobat Sign

Commissioners Court - Regular Session **69.**

Meeting Date: 11/19/2024

Berry Springs Park Improvements (P559) - CMAR 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 Chasco Constructors, Ltd. LLP for the Berry Springs Park Project for time only extension. Change Order for thirty (30) day time extension attributed to ASIs lead-time delays regarding the Lithonia Lighting package, which was approved by Williamson County 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

The Change Order No. 3 is made to grant time extension only for additional days attributed to ASIs lead-time delays regarding the Lithonia Lighting package for Chasco Constructors, Ltd LLP. 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 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

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Berry Springs Park P559 - CO3

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	11/14/2024 11:38 AM
County Judge Exec Asst.	Becky Pruitt	11/14/2024 12:56 PM
Form Started By: Christy Matoska		Started On: 11/14/2024 10:54 AM
Final Approval Date: 11/14/2024		

CHANGE ORDER
Berry Springs Park Improvements

CHANGE ORDER NO: **#03** NTP Date: 02/23/2024
DATE OF ISSUANCE: 11/13/2024
Contractor: Chasco Constructors, Ltd. LLP
Architect/ Engineer: Halff Associates, Inc.

EXPLANATION:

1. Time extension only. Funding allocated from Line Item #32, "Work Yet to Be Procured."

CONTRACT CHANGE:

a. Additional days attributed to ASIs lead-time delays regarding the Lithonia Lighting package.

Original Contract Amount	$ 5,950,619.20
Net change by previously submitted Change Orders	$ 0.00
Contract sum prior to this Change Order was	$ 5,950,619.20
Contract Sum unchanged by this Change Order in the amount of	$ 0.00
The new Contract Sum including this Change Order will be	$ 5,950,619.20

Percentage Increase of Change Orders over Original Contract Amount
(Not to Exceed 25% per state law) 0 %

The Contract Time will be changed by 30 days
The date of Substantial Completion as of the date of this Change Order 12/19/2024

RECOMMENDED BY:

William Cleghorn	William Cleghorn (Nov 14, 2024 09:16 CST)	Nov 14, 2024
Contractor's Printed Name	Signature	Date

REVIEWED BY:

James Hemenes		Nov 14, 2024
Architect/ Engineer Name	Signature	Date

ACCEPTED BY:

Angel Gomez	Angel Gomez (Nov 14, 2024 11:23 CST)	Nov 14, 2024
Owner's Representative	Signature	Date

Berry Springs Park-P559_CO3_Chasco

Final Audit Report 2024-11-14

Created:	2024-11-14
By:	Christy Matoska (christy.matoska@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAeDPbThFQ58XN5rmegDSxJ8zmnKzd-TDG

"Berry Springs Park-P559_CO3_Chasco" History

Document created by Christy Matoska (christy.matoska@wilco.org)
2024-11-14 - 1:51:48 PM GMT- IP address: 173.219.39.210

Document emailed to will.cleghorn@chasco.com for signature
2024-11-14 - 1:52:48 PM GMT

Email viewed by will.cleghorn@chasco.com
2024-11-14 - 3:15:49 PM GMT- IP address: 18.188.52.28

Signer will.cleghorn@chasco.com entered name at signing as William Cleghorn
2024-11-14 - 3:16:18 PM GMT- IP address: 65.36.5.146

Document e-signed by William Cleghorn (will.cleghorn@chasco.com)
Signature Date: 2024-11-14 - 3:16:20 PM GMT - Time Source: server- IP address: 65.36.5.146

Document emailed to James Hemenes (jhemenes@halff.com) for signature
2024-11-14 - 3:16:22 PM GMT

Email viewed by James Hemenes (jhemenes@halff.com)
2024-11-14 - 3:16:24 PM GMT- IP address: 52.44.135.122

Document e-signed by James Hemenes (jhemenes@halff.com)
Signature Date: 2024-11-14 - 3:18:50 PM GMT - Time Source: server- IP address: 150.220.168.36

Document emailed to Angel Gomez (angel.gomez@wilco.org) for signature
2024-11-14 - 3:18:52 PM GMT

Email viewed by Angel Gomez (angel.gomez@wilco.org)
2024-11-14 - 5:23:21 PM GMT- IP address: 173.219.39.210

Document e-signed by Angel Gomez (angel.gomez@wilco.org)
Signature Date: 2024-11-14 - 5:23:34 PM GMT - Time Source: server- IP address: 173.219.39.210

Powered by Adobe Acrobat Sign

Commissioners Court - Regular Session **70.**

Meeting Date: 11/19/2024

Receive the November 2024 Construction Summary Report and PowerPoint Presentation

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Receive the November 2024 Construction Summary Report and PowerPoint Presentation

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

November 2024 PowerPoint Presentation

November 2024 Construction Summary Report

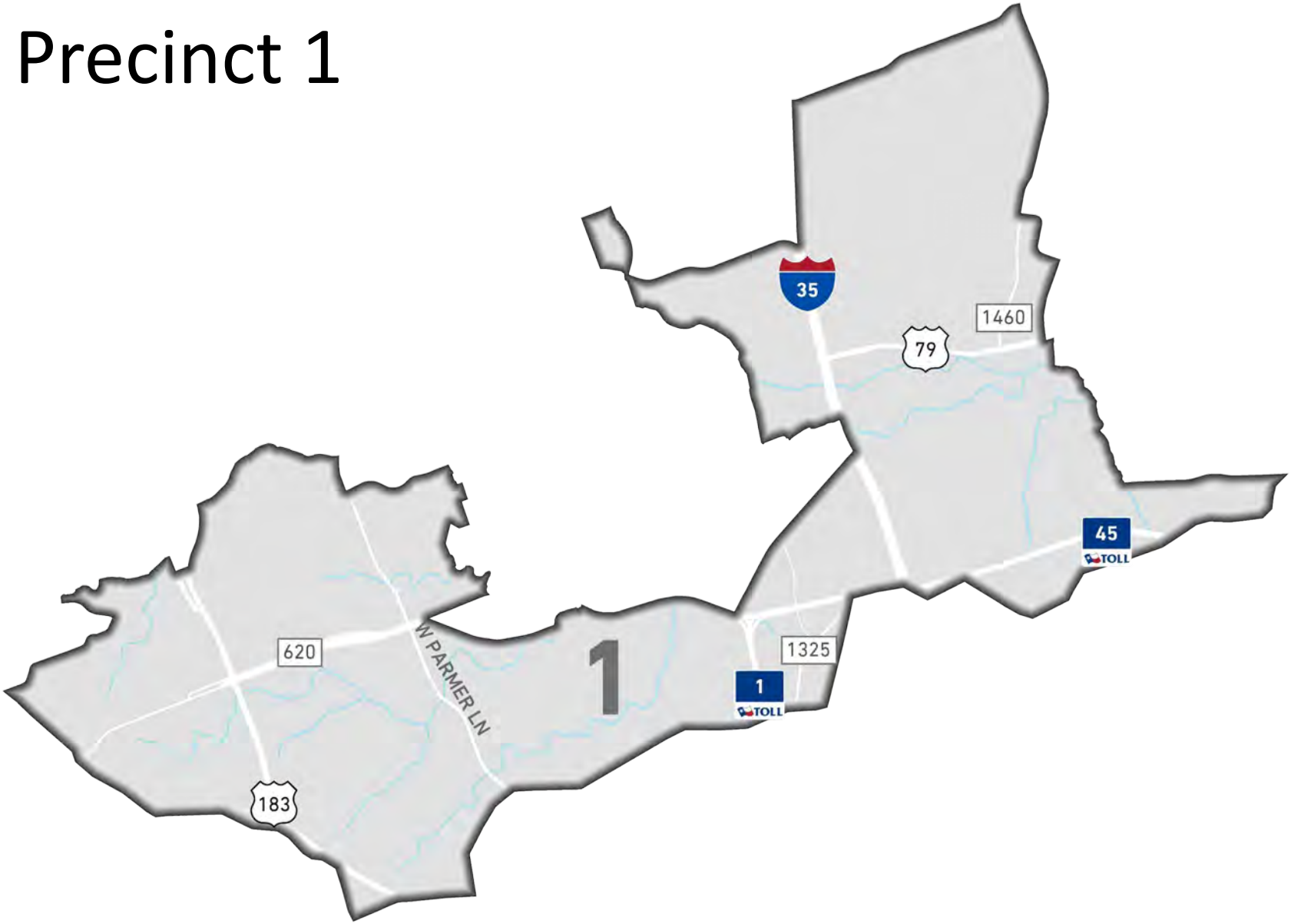
Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/14/2024 12:49 PM
Form Started By: Marie Walters		Started On: 11/14/2024 10:05 AM
Final Approval Date: 11/14/2024		

Williamson County Commissioners Court

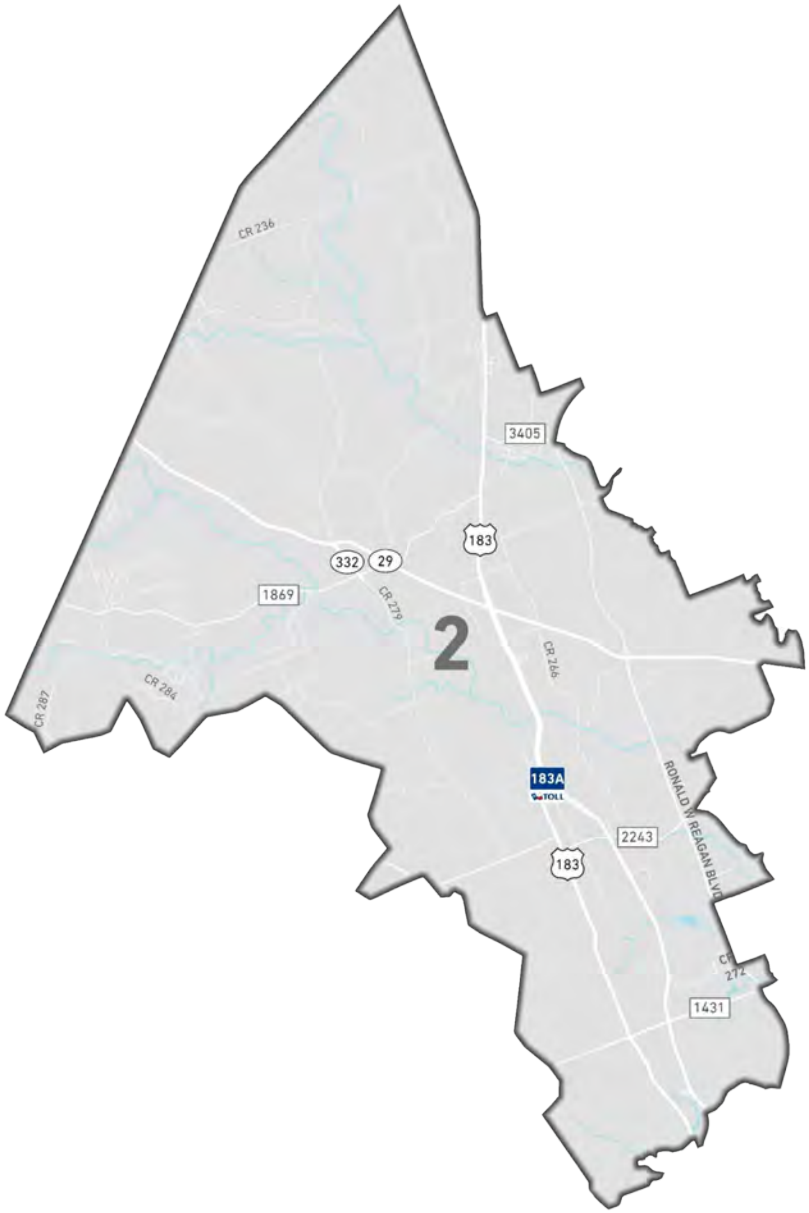
Road Bond Program
November 19, 2024

Precinct 1



Projects under planning and design, no active construction projects.

Precinct 2


CR 236
3405
183
332
29
1869
CR 279
2
CR 266
CR 284
CR 287
183A
TOLL
RONALD W REAGAN BLVD
2243
183
1431

Liberty Hill (SH 29) Bypass
(RM 1869 to CR 279)

Anticipated Completion

Late 2025

Original Contract Price = $14,149,449.00

Total Change Orders to Date = $280,462.00

Adjusted Contract Price = $ 14,429,911.00

Expenditures to Date = $7,718,733.65 (54%)

Liberty Hill (SH 29) Bypass
(RM 1869 to CR 279)

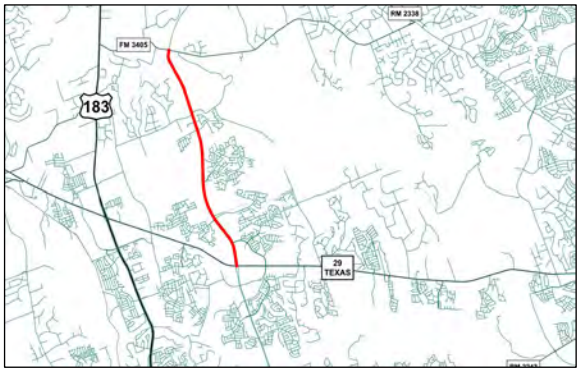
Liberty Hill (SH 29) Bypass
(RM 1869 to CR 279)

Liberty Hill (SH 29) Bypass
(RM 1869 to CR 279)

Ronald Reagan Widening
(SH 29 to FM 3405)

Anticipated Completion

Summer 2027



Original Contract Price = $52,159,299.00

Total Change Orders to Date = $145,428.00

Adjusted Contract Price = $52,304,727.00

Expenditures to Date = $2,255,123.86 (4%)

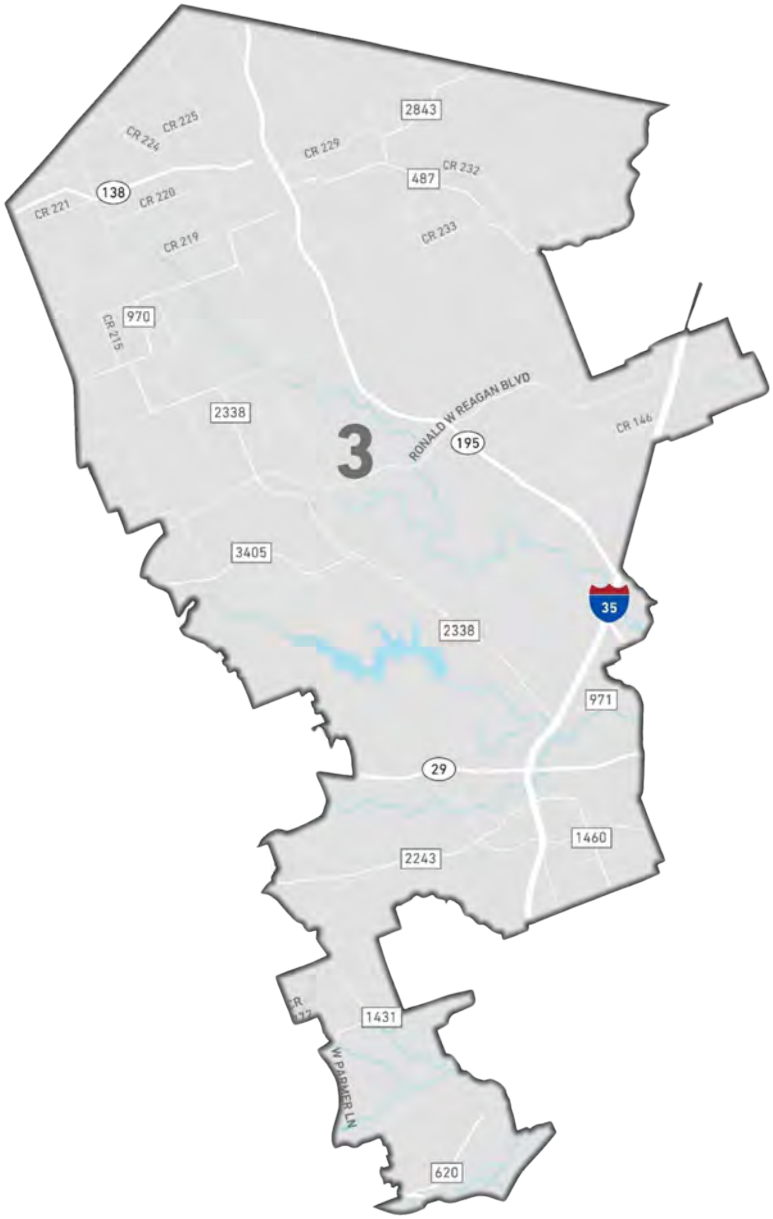
Ronald Reagan Widening
(SH 29 to FM 3405)

Ronald Reagan Widening
(SH 29 to FM 3405)

Ronald Reagan Widening
(SH 29 to FM 3405)

WILCO TEXAS

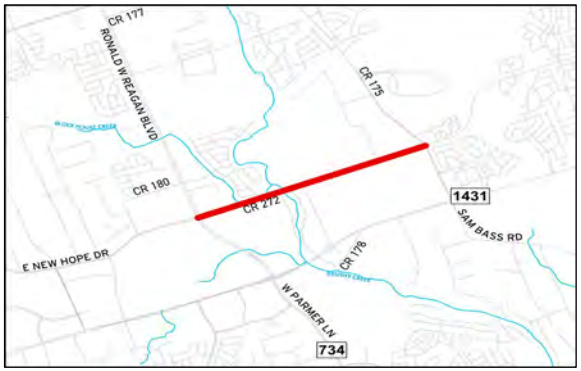
Precinct 3


3
CR 225
CR 224
CR 229
2843
CR 232
487
138
CR 221
CR 220
CR 219
CR 233
970
CR 215
2338
RONALD W REAGAN BLVD
195
CR 146
3405
35
2338
971
29
1460
2243
1431
W PARMER LN
620

New Hope Drive Phase 2A
(Ronald Reagan Boulevard to Sam Bass Road)

Anticipated Completion

Fall 2024



Partnership with the City of Cedar Park

Original Contract Amount = $22,619,961.16

Construction is managed by the City of Cedar Park

New Hope Drive Phase 2A
(Ronald Reagan Boulevard to Sam Bass Road)

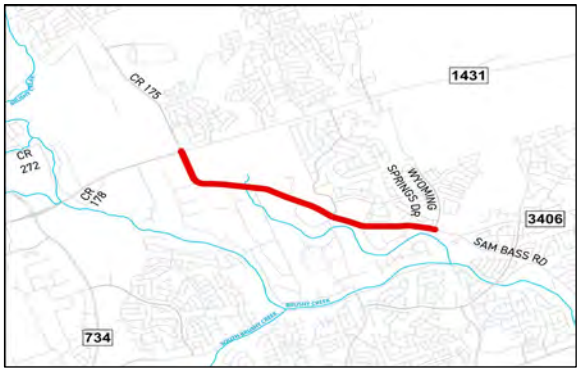
New Hope Drive Phase 2A
(Ronald Reagan Boulevard to Sam Bass Road)

New Hope Drive Phase 2A
(Ronald Reagan Boulevard to Sam Bass Road)

Corridor H/Sam Bass
(RM 1431 to Wyoming Springs Drive)

Anticipated Completion

Fall 2025



Original Contract Price = $36,145,959.00

Total Change Orders to Date = -$2,192,985.66

Adjusted Contract Price = $33,952,973.34

Expenditures to Date = $16,880,508.29 (50%)

Corridor H/Sam Bass
(RM 1431 to Wyoming Springs Drive)

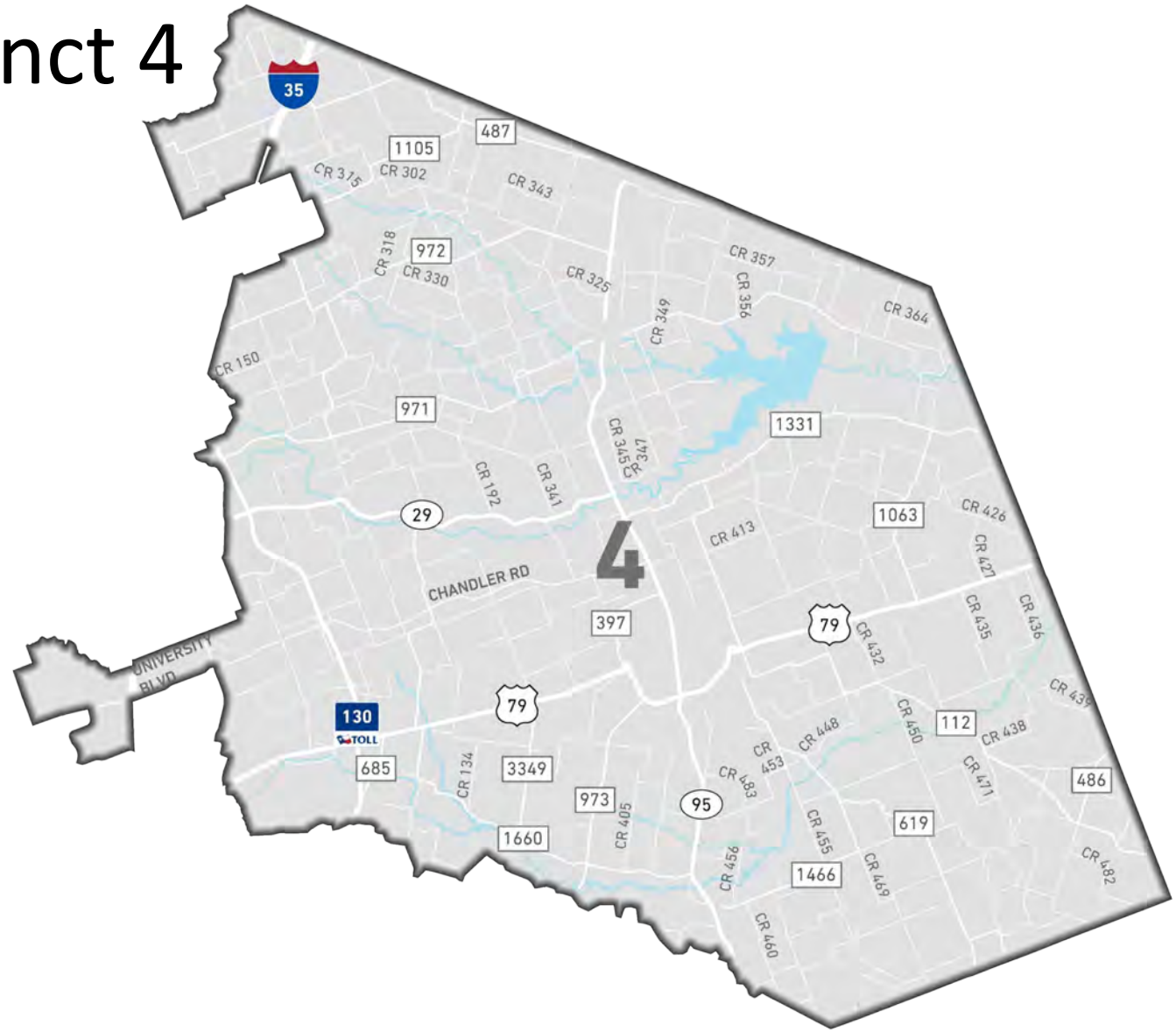
WILCO TEXAS

Corridor H/Sam Bass
(RM 1431 to Wyoming Springs Drive)

Corridor H/Sam Bass
(RM 1431 to Wyoming Springs Drive)

WILCO TEXAS

Precinct 4


35
487
1105
CR 315
CR 302
CR 343
CR 318
972
CR 330
CR 325
CR 357
CR 356
CR 364
CR 349
CR 150
971
1331
CR 345
CR 347
CR 192
CR 341
29
4
CR 413
1063
CR 426
CR 427
CHANDLER RD
397
79
CR 432
CR 435
CR 436
UNIVERSITY BLVD
130
TOLL
79
CR 439
CR 450
112
CR 438
CR 448
CR 453
CR 483
CR 471
685
CR 134
3349
973
95
486
CR 405
619
CR 455
1660
CR 459
1466
CR 469
CR 482
CR 460

Kenney Fort Boulevard – Seg. 2 and 3 (Forest Creek Drive to SH 45)

Anticipated Completion

Fall 2024

Partnership with the City of Round Rock

Original Contract Amount = $23,409,120.97

Construction is managed by the City of Round Rock

Kenney Fort Boulevard – Seg. 2 and 3
(Forest Creek Drive to SH 45)

Kenney Fort Boulevard – Seg. 2 and 3
(Forest Creek Drive to SH 45)

Kenney Fort Boulevard – Seg. 2 and 3
(Forest Creek Drive to SH 45)

East Wilco Highway (FM 3349 / US 79 Interchange) (US 79 to CR 404)

Anticipated Completion

Summer 2025 (Roadwork)

Original Contract Amount = $81,941,038.13

Total Change Orders = $2,162,933.94

Adjusted Contract Price = $84,103,972.07

Expenditures to Date = $58,817,909.02 (70%)

East Wilco Highway (FM 3349 / US 79 Interchange)
(US 79 to CR 404)

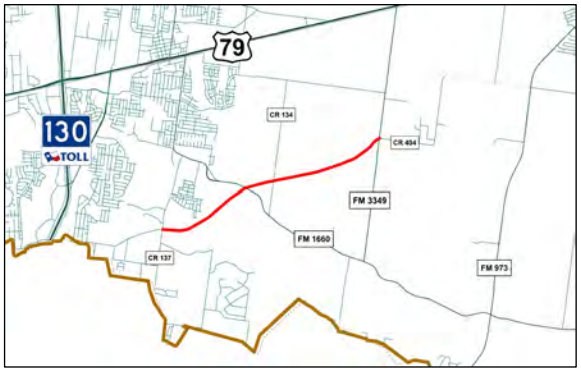
East Wilco Highway (FM 3349 / US 79 Interchange) (US 79 to CR 404)

East Wilco Highway (FM 3349 / US 79 Interchange)
(US 79 to CR 404)

East Wilco Highway - Segment 2
(CR 137 South of Hutto and CR 404)

Anticipated Completion

Summer 2028



Original Contract Amount = $64,407,606.63

Total Change Orders = $0.00

Adjusted Contract Price = $ 64,407,606.63

Expenditures to Date = $0.00 (0%)

East Wilco Highway – Segment 2
(CR 137 South of Hutto and CR 404)

East Wilco Highway – Segment 2
(CR 137 South of Hutto and CR 404)

WILCO TEXAS

East Wilco Highway – Segment 2
(CR 137 South of Hutto and CR 404)

Corridor C / SH 29 Bypass
(Sam Houston Avenue at Patriot Way to SH 29)

Anticipated Completion

Summer 2026

Original Contract Amount = $30,540,848.03

Total Change Orders = $15,769.50

Adjusted Contract Price = $30,556,617.53

Expenditures to Date = $26,153,412.61 (86%)

Corridor C / SH 29 Bypass
(Sam Houston Avenue at Patriot Way to SH 29)

WILCO TEXAS

Corridor C / SH 29 Bypass
(Sam Houston Avenue at Patriot Way to SH 29)

Corridor C / SH 29 Bypass
(Sam Houston Avenue at Patriot Way to SH 29)

Bud Stockton Extension
(Traffic Signal at FM 487)

Anticipated Completion

Late 2024

Original Contract Amount = $553,983.00

Total Change Orders = $0.00

Adjusted Contract Price = $ 553,983.00

Expenditures to Date = $112,000.00 (20%)

Bud Stockton Extension
(Traffic Signal at FM 487)

Bud Stockton Extension
(Traffic Signal at FM 487)

ROAD BOND PROGRAM

Construction Summary Report

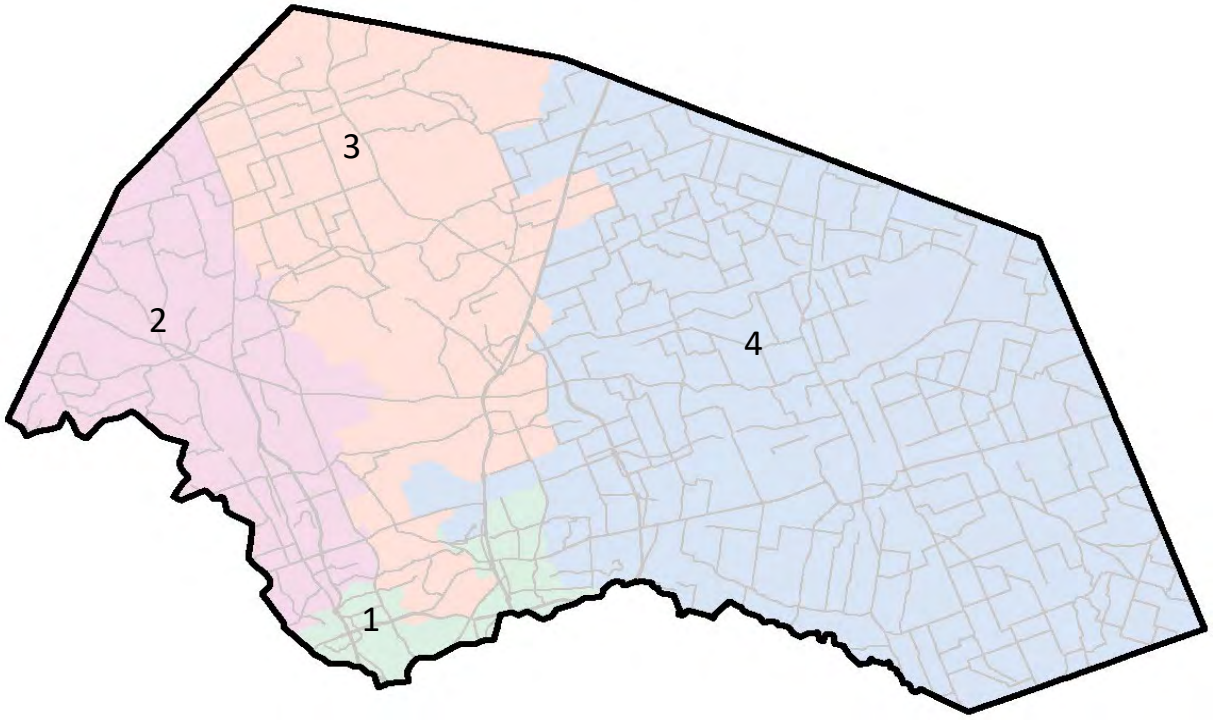
County Judge
Bill Gravell, Jr.

Commissioners
Terry Cook
Cynthia Long
Valerie Covey
Russ Boles

October 2024

WWW.WILCOTX.GOV

Volume XXIX - Issue No.10



Presented By: HNTB

Table of Contents

Completed Projects 1

PRECINCT No. 1 – Commissioner Terry Cook 5

PRECINCT No. 2 – Commissioner Cynthia Long 9

CR 258 Extension (US 183 to Sunset Ridge Drive) 13

Liberty Hill (SH 29) Bypass (RM 1869 to CR 279) 14

Ronald Reagan Boulevard Widening 16

PRECINCT No. 3 – Commissioner Valerie Covey 18

CR 111 Westinghouse Road 22

Corridor H/Sam Bass Road 24

PRECINCT No. 4 – Commissioner Russ Boles 26

East Wilco Highway (Southeast Loop Segment 1, Phase 1) 30

CR 401 Reconstruction 31

East Wilco Highway (FM 3349 at US 79 (FM 3349 from US to CR 404)) 33

CR 366 (Chandler Road to Carlos G. Parker Boulevard) 37

Bud Stockton Extension (CR 305 to FM 487) 38

Corridor C / SH 29 Bypass 39

CR 129 (South of Brushy Creek to North of South County Line) 41

CR 332 Realignment (South of FM 487 to North of CR 313) 42

Bud Stockton at FM 487 Traffic Signal 43

East Wilco Highway (Southeast Loop – Segment 2) 44

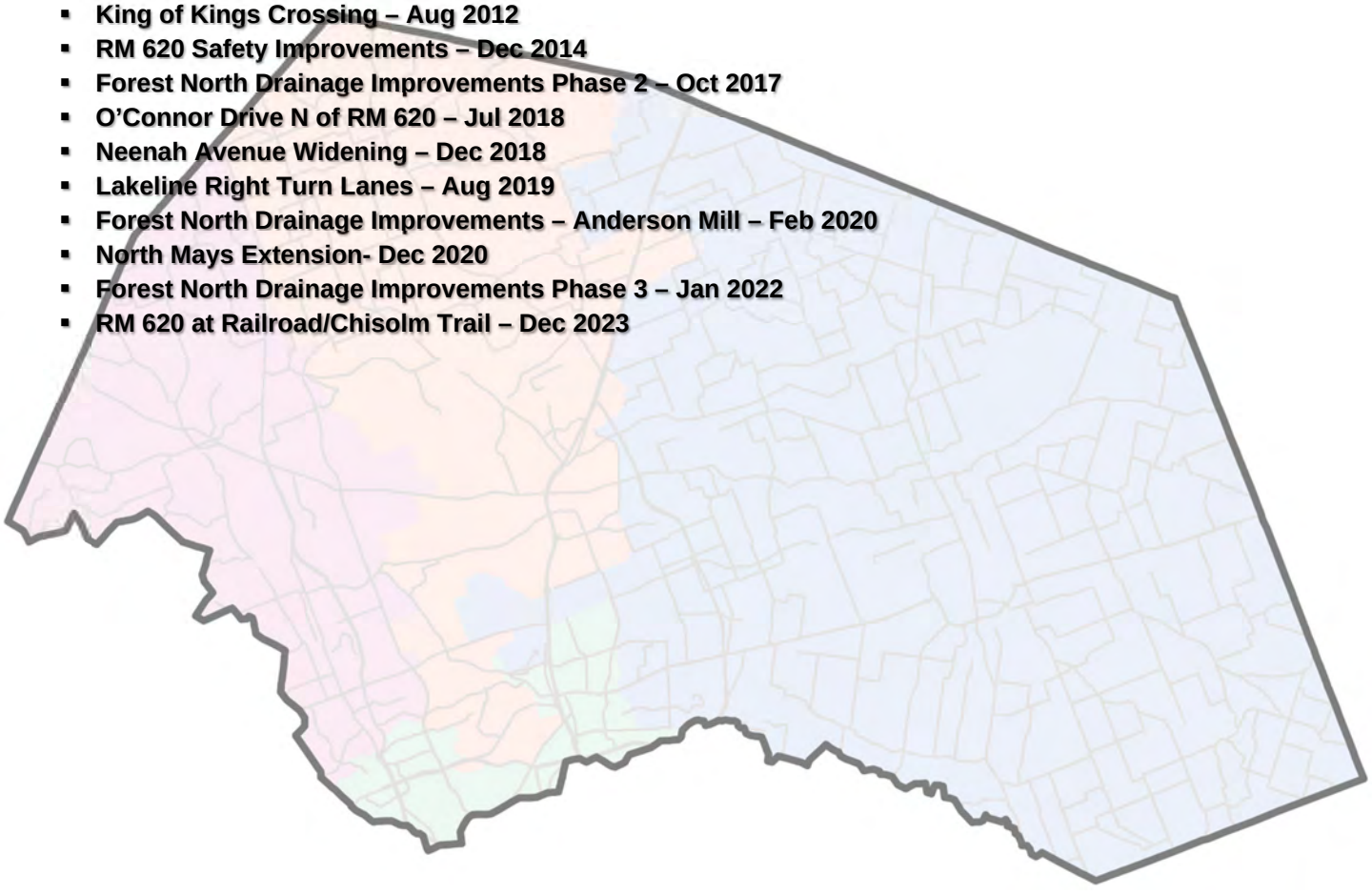
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF OCTOBER 2024

Precinct 1

- **Pond Springs Road (signal) – Apr 2002**
- **McNeil Road, Phase 1 – Jan 2005**
- **McNeil Road, Phase 2 – Feb 2007**
- **RM 620, Phase 1 – Jan 2009**
- **Pond Springs Road – Sep 2010**
- **County Road 174 at Brushy Creek – Jun 2011**
- **O'Connor Drive Extension – Apr 2012**
- **King of Kings Crossing – Aug 2012**
- **RM 620 Safety Improvements – Dec 2014**
- **Forest North Drainage Improvements Phase 2 – Oct 2017**
- **O'Connor Drive N of RM 620 – Jul 2018**
- **Neenah Avenue Widening – Dec 2018**
- **Lakeline Right Turn Lanes – Aug 2019**
- **Forest North Drainage Improvements – Anderson Mill – Feb 2020**
- **North Mays Extension- Dec 2020**
- **Forest North Drainage Improvements Phase 3 – Jan 2022**
- **RM 620 at Railroad/Chisolm Trail – Dec 2023**



WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF OCTOBER 2024

Precinct 2

- **RM 1869 at SH 29 (signal) – Aug 2002**
- **River Bend Oaks – Feb 2003**
- **County Road 175 – Jun 2003**
- **County Road 200 – Sep 2003**
- **Ronald Reagan Blvd, South Ph. 1 – Dec 2004**
- **County Road 214 – Feb 2005**
- **County Road 258 – Sep 2006**
- **San Gabriel Pkwy, Ph. 1 – Feb 2007**
- **Ronald Reagan Blvd North Ph. 1 – Mar 2007**
- **Lakeline Blvd – Jul 2007**
- **Ronald Reagan Blvd South Ph. 2 – Feb 2008**
- **US 183 at CR 274 – Feb 2008**
- **County Road 175 Phase 2A – Jan 2010**
- **US 183 at FM 3405 Traffic Signal – Mar 2010**
- **US 183 at FM 3405 Left Turn Lanes – May 2010**
- **County Road 214 Phase 2A – Jan 2011**
- **San Gabriel Parkway Ph. 2 – Oct 2011**
- **US 183 (PTF) – Apr 2012**
- **SH 29 TWLTL Liberty Hill – Dec 2012**
- **Hero Way – Feb 2013**
- **County Roads 260/266 – Apr 2013**
- **County Road 277 – Jul 2014**
- **Lakeline Blvd at US 183 – Nov 2014**
- **Lakeline Blvd Ph. 2 – Apr 2015**
- **County Road 258 – Jul 2017**
- **County Road 200 at Bold Sundown – Oct 2018**
- **Ronald Reagan at Santa Rita Ranch – Feb 2019**
- **CR 200 at SH 29 / Loop 332 – Jul 2019**
- **Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road) – Feb 2020**
- **San Gabriel Ranch Road Bridge – Mar 2020**
- **Corridor F / US 183 Planning - Jan 2021**
- **Seward Junction Improvements – Mar 2021**
- **Ronald Reagan Blvd Widening (Temporary Signals) at Santa Rita Blvd – Feb 2022**
- **CR 200 (CMTA Railroad to CR 201) – Oct 2022**
- **Ronald Reagan Safety Improvements – July 2023**
- **CR 258 Extension – Dec 2023**

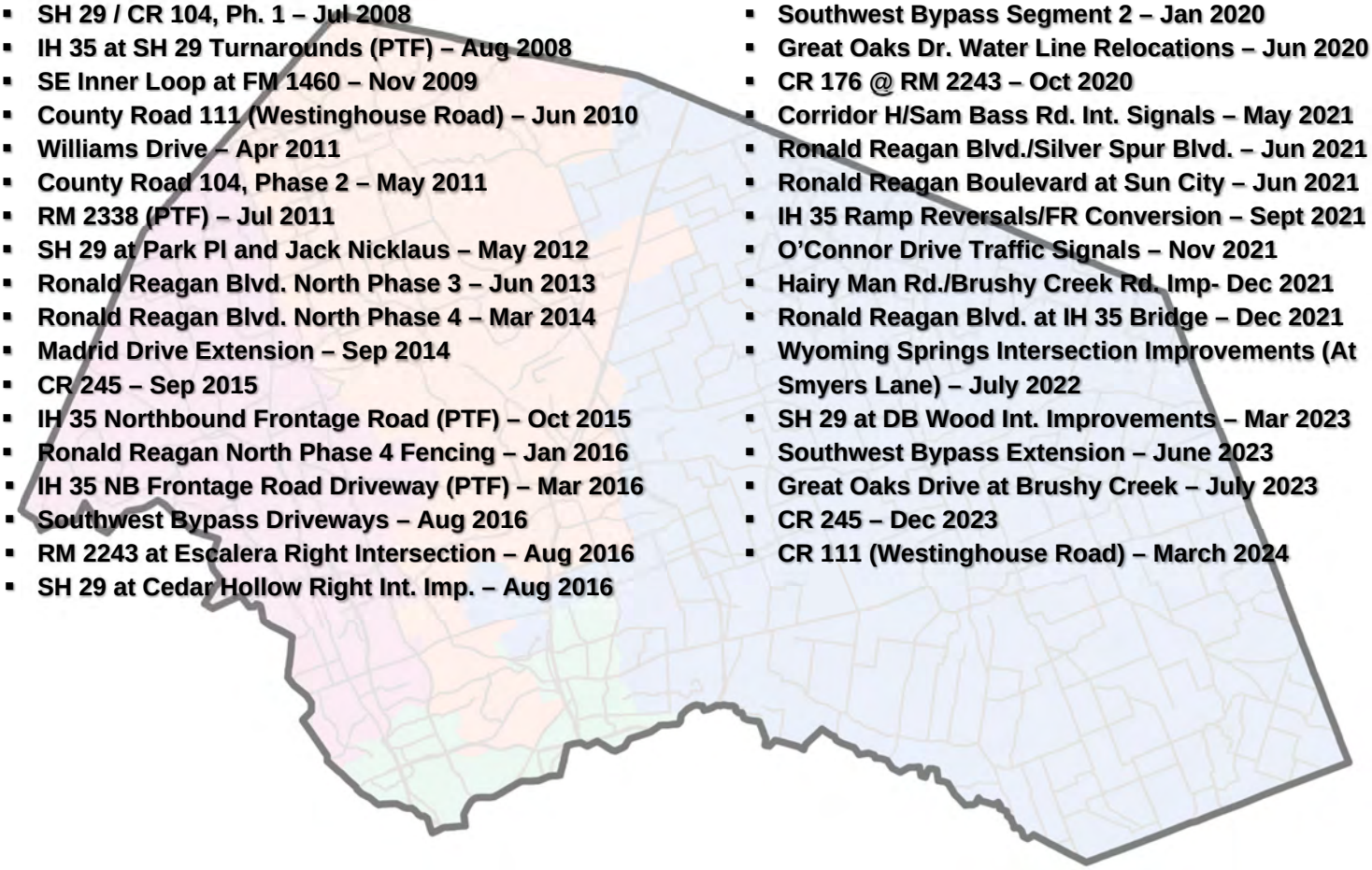
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF OCTOBER 2024

Precinct 3

- **Cedar Hollow at SH 29 (signal) – Aug 2002**
- **Georgetown Inner Loop Project 2 – Aug 2003**
- **Georgetown Inner Loop Project 1 – Jun 2004**
- **Georgetown Inner Loop East Extension – Sep 2004**
- **County Road 152 Bridge Replacement – Sep 2004**
- **Inner Loop East (CR 151 to Bus 35) – Oct 2005**
- **Ronald Reagan Blvd North, Ph. 2 – May 2008**
- **12" Water Main Relo. for SH 29 Widening – Jun 2008**
- **SH 29 / CR 104, Ph. 1 – Jul 2008**
- **IH 35 at SH 29 Turnarounds (PTF) – Aug 2008**
- **SE Inner Loop at FM 1460 – Nov 2009**
- **County Road 111 (Westinghouse Road) – Jun 2010**
- **Williams Drive – Apr 2011**
- **County Road 104, Phase 2 – May 2011**
- **RM 2338 (PTF) – Jul 2011**
- **SH 29 at Park Pl and Jack Nicklaus – May 2012**
- **Ronald Reagan Blvd. North Phase 3 – Jun 2013**
- **Ronald Reagan Blvd. North Phase 4 – Mar 2014**
- **Madrid Drive Extension – Sep 2014**
- **CR 245 – Sep 2015**
- **IH 35 Northbound Frontage Road (PTF) – Oct 2015**
- **Ronald Reagan North Phase 4 Fencing – Jan 2016**
- **IH 35 NB Frontage Road Driveway (PTF) – Mar 2016**
- **Southwest Bypass Driveways – Aug 2016**
- **RM 2243 at Escalera Right Intersection – Aug 2016**
- **SH 29 at Cedar Hollow Right Int. Imp. – Aug 2016**
- **Southwest Bypass Access Route – Jul 2017**
- **Pearson Ranch Road – Oct 2017**
- **Arterial H Extension Phase I– Feb 2018**
- **Relo. of Williamson County Regional WL – Apr 2018**
- **RM 620 Phase 2 – Jul 2018**
- **Southwest Bypass Segment 1 – Sept 2018**
- **Inner Loop Improvements – Dec 2018**
- **Neenah Ave./Pearson Ranch Rd. Signal – Jan 2019**
- **Southwest Bypass Segment 2 – Jan 2020**
- **Great Oaks Dr. Water Line Relocations – Jun 2020**
- **CR 176 @ RM 2243 – Oct 2020**
- **Corridor H/Sam Bass Rd. Int. Signals – May 2021**
- **Ronald Reagan Blvd./Silver Spur Blvd. – Jun 2021**
- **Ronald Reagan Boulevard at Sun City – Jun 2021**
- **IH 35 Ramp Reversals/FR Conversion – Sept 2021**
- **O'Connor Drive Traffic Signals – Nov 2021**
- **Hairy Man Rd./Brushy Creek Rd. Imp- Dec 2021**
- **Ronald Reagan Blvd. at IH 35 Bridge – Dec 2021**
- **Wyoming Springs Intersection Improvements (At Smyers Lane) – July 2022**
- **SH 29 at DB Wood Int. Improvements – Mar 2023**
- **Southwest Bypass Extension – June 2023**
- **Great Oaks Drive at Brushy Creek – July 2023**
- **CR 245 – Dec 2023**
- **CR 111 (Westinghouse Road) – March 2024**



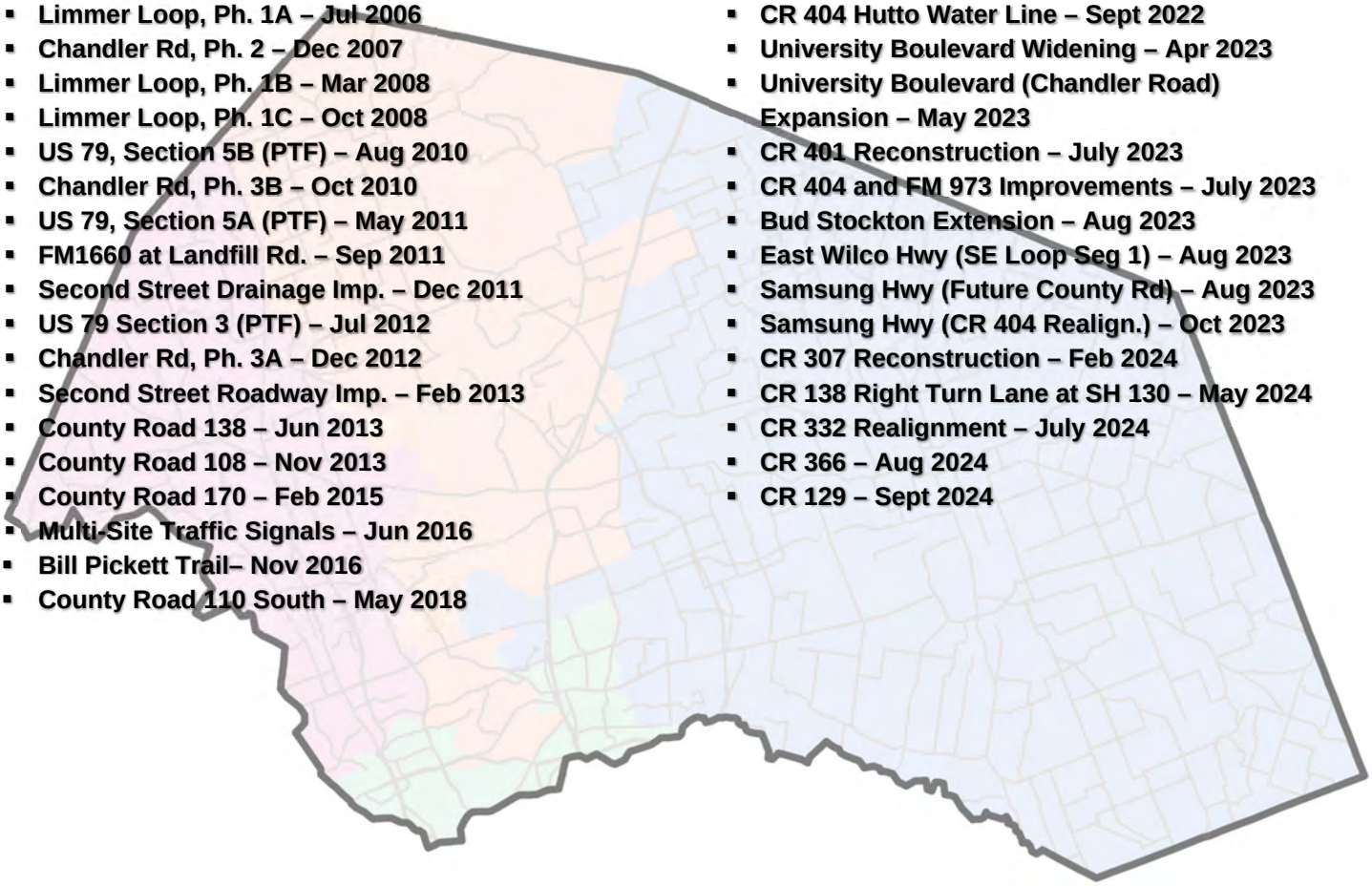
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

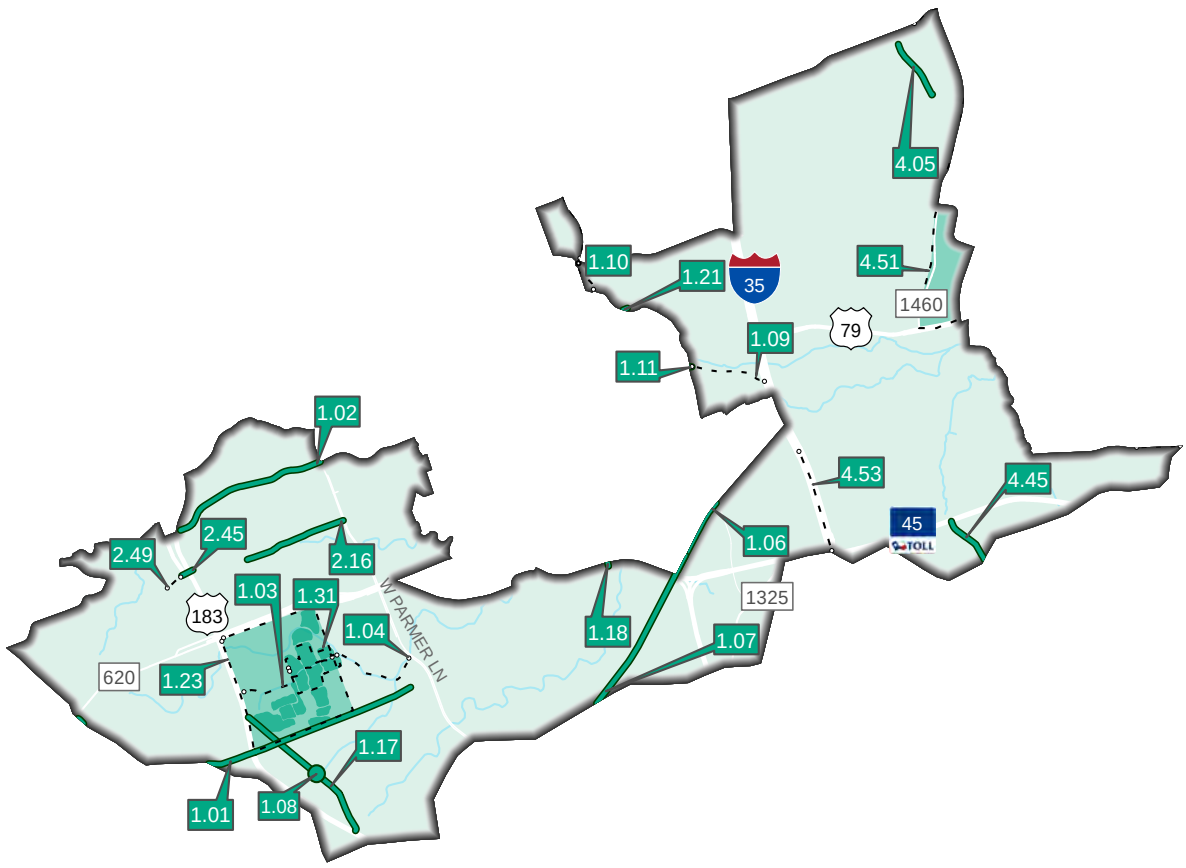
CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF OCTOBER 2024

Precinct 4

- **Bridge RPLs (CR 390, 406 & 427) – Nov 2002**
- **County Road 368 and 369 – Nov 2002**
- **County Road 412 – Aug 2003**
- **County Road 300 and 301 – Dec 2003**
- **County Road 424 Bridge RPL – Jan 2004**
- **Chandler Rd. Extension, Ph. 1 – Mar 2005**
- **County Road 112, Ph. 1 – Aug 2005**
- **County Road 137 – Oct 2005**
- **Limmer Loop, Ph. 1A – Jul 2006**
- **Chandler Rd, Ph. 2 – Dec 2007**
- **Limmer Loop, Ph. 1B – Mar 2008**
- **Limmer Loop, Ph. 1C – Oct 2008**
- **US 79, Section 5B (PTF) – Aug 2010**
- **Chandler Rd, Ph. 3B – Oct 2010**
- **US 79, Section 5A (PTF) – May 2011**
- **FM1660 at Landfill Rd. – Sep 2011**
- **Second Street Drainage Imp. – Dec 2011**
- **US 79 Section 3 (PTF) – Jul 2012**
- **Chandler Rd, Ph. 3A – Dec 2012**
- **Second Street Roadway Imp. – Feb 2013**
- **County Road 138 – Jun 2013**
- **County Road 108 – Nov 2013**
- **County Road 170 – Feb 2015**
- **Multi-Site Traffic Signals – Jun 2016**
- **Bill Pickett Trail– Nov 2016**
- **County Road 110 South – May 2018**
- **County Road 119 – Mar 2019**
- **County Road 110 Middle – Oct 2020**
- **CR Paving (401, 402 & 404) – Nov 2021**
- **Thrall Project (S. Bounds Street) – Jan 2022**
- **Bartlett Project (Cotrell Street) – Feb 2022**
- **County Road 101 – Feb 2022**
- **Davilla Street Culvert Re – June 2022**
- **Coupland Project – June 2022**
- **CR 404 Hutto Water Line – Sept 2022**
- **University Boulevard Widening – Apr 2023**
- **University Boulevard (Chandler Road) Expansion – May 2023**
- **CR 401 Reconstruction – July 2023**
- **CR 404 and FM 973 Improvements – July 2023**
- **Bud Stockton Extension – Aug 2023**
- **East Wilco Hwy (SE Loop Seg 1) – Aug 2023**
- **Samsung Hwy (Future County Rd) – Aug 2023**
- **Samsung Hwy (CR 404 Realign.) – Oct 2023**
- **CR 307 Reconstruction – Feb 2024**
- **CR 138 Right Turn Lane at SH 130 – May 2024**
- **CR 332 Realignment – July 2024**
- **CR 366 – Aug 2024**
- **CR 129 – Sept 2024**



2000/2006 Road Bond Program Projects
Precinct 1 - Commissioner Cook



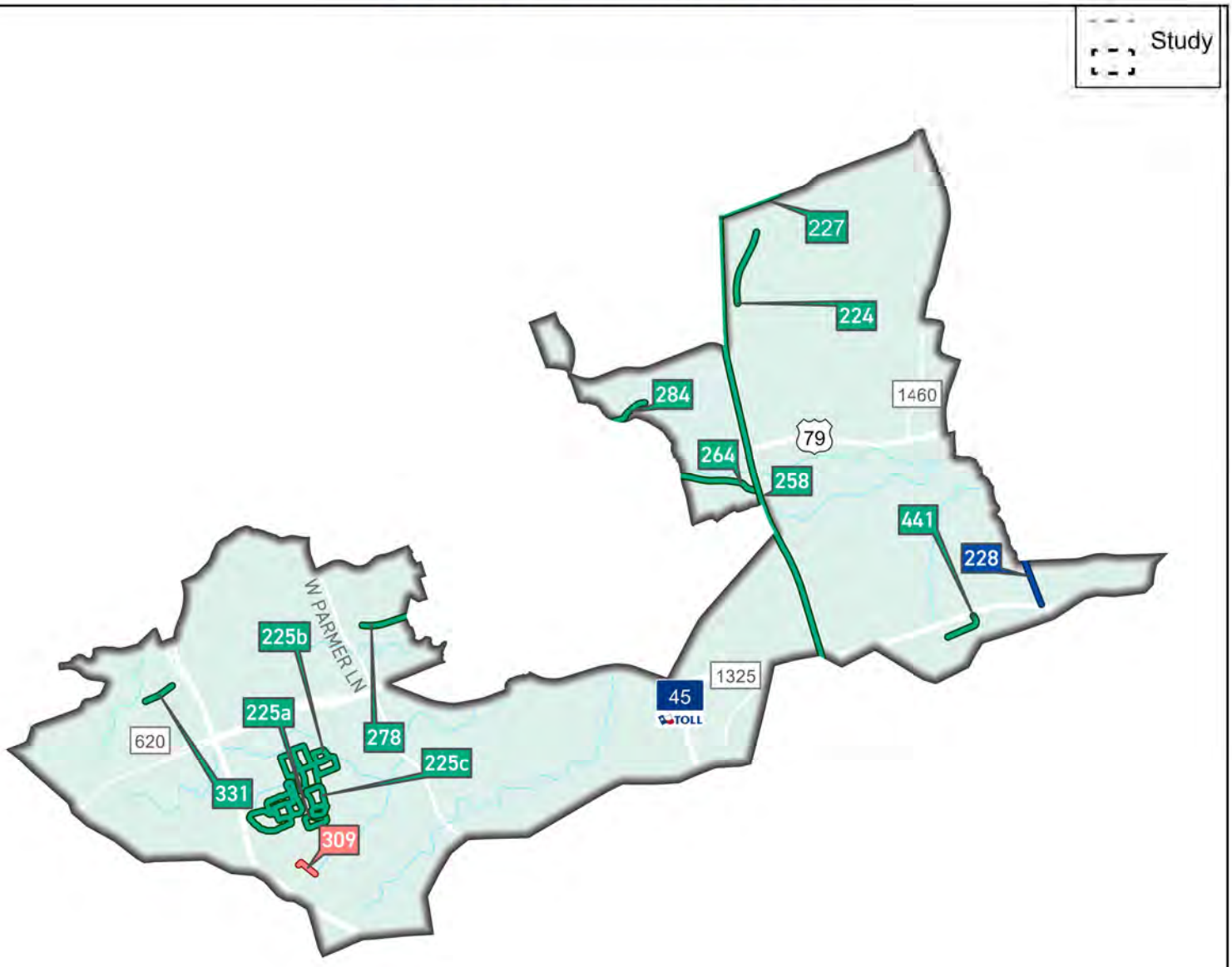
Completed/Open to Traffc

1.01 Anderson Mill Rd.
1.02 Avery Ranch Blvd. (183 to Parmer Lane)
1.03 Lake Creek Drainage - Phase 1 ----
1.04 Lake Creek Drainage - Phase 2 ----
1.06 McNeil Road - Phase 1
1.07 McNeil Road - Phase 2
1.08 Pond Springs at Turtle Rock Signal
1.09 RM 620 Feasibility ----
1.10 Wyoming Springs North ----
1.11 RM 620 Interim Improvements - Phase 1
1.17 Pond Springs Road
1.18 O'Connor Overpass at SH 45
1.21 CR 174 (Hairy Man Rd.) Bridge Rail Rehab
1.23 Forest North Drainage Improvements - Phase 1
1.31 Forest North Drainage Improvements - Phase 2
1.31 Forest North Drainage Improvements - Phase 3
2.16 Lakeline Blvd. (Lyndhurst to Parmer Lane)
2.45 Lakeline Blvd. at US 183
2.49 Lakeline Blvd. Right Turn Lanes ----
4.05 CR 112 - Phase 1
4.45 CR 170
4.53 IH 35 Operational Analysis ----

Study

2013 ROAD BOND PROGRAM PROJECTS

Precinct 1 - Commissioner Cook



In Design

309 Pond Springs Road Area Drainage Improvements

Under Construction/Bidding

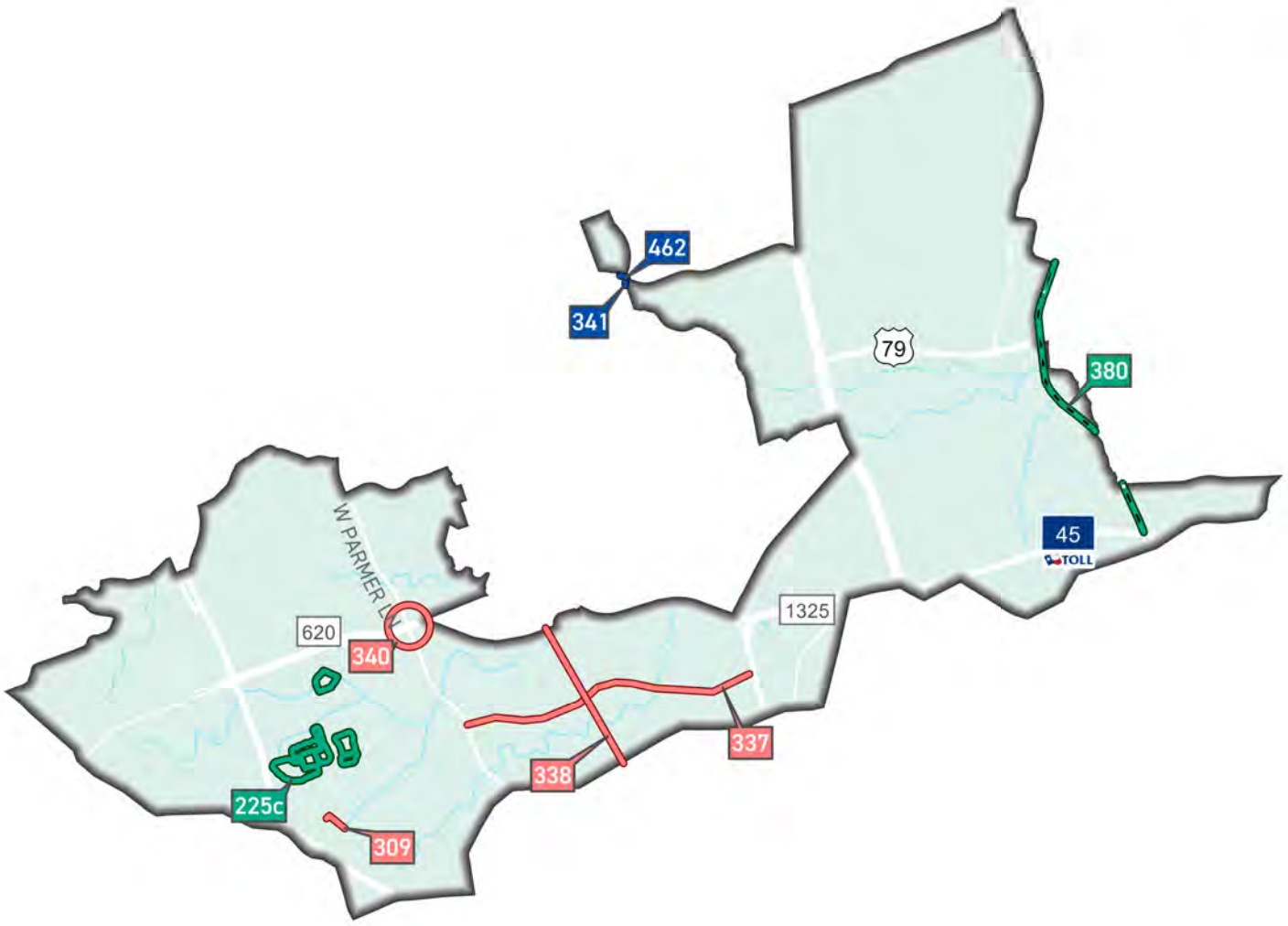
228 Kenney Fort Blvd Segments 2 and 3 (Forest Creek Boulevard to SH 45)

Completed/Open to Traffic

224 North Mays Street Extension (Paloma Drive to Oakmont Drive)
225a Forest North Drainage Improvements Anderson Mill Zone
225b Forest North Drainage Improvements Phase 2
225c Forest North Drainage Improvements Phase 3 (Design)
227 University Boulevard Widening (IH 35 to Sunrise Road)
258 IH 35 Corridor Operational Analysis (SH 45 to RM 1431)
264 RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)
278 Neenah Avenue Widening (Olive Hill Drive to 0.5 miles east of Olive Hill Drive)
284 Hairy Man Road/Brushy Creek Road Safety Improvements (Brushy Bend to Sam Bass Road)
331 Lakeline Boulevard Right Turn Lanes
441 Roundville Lane (A.W. Grimes Boulevard to EBFR of SH 45)

2019 ROAD BOND PROGRAM PROJECTS

Precinct 1 - Commissioner Cook



In Design

309 Pond Springs Road Area Drainage Improvements
337 Anderson Mill Road (FM734 - Loop 1)
338 RM 620/SH 45 Intersection to McNeil Road
340 Parmer Lane at SH 45 Interchange

Under Construction/Bidding

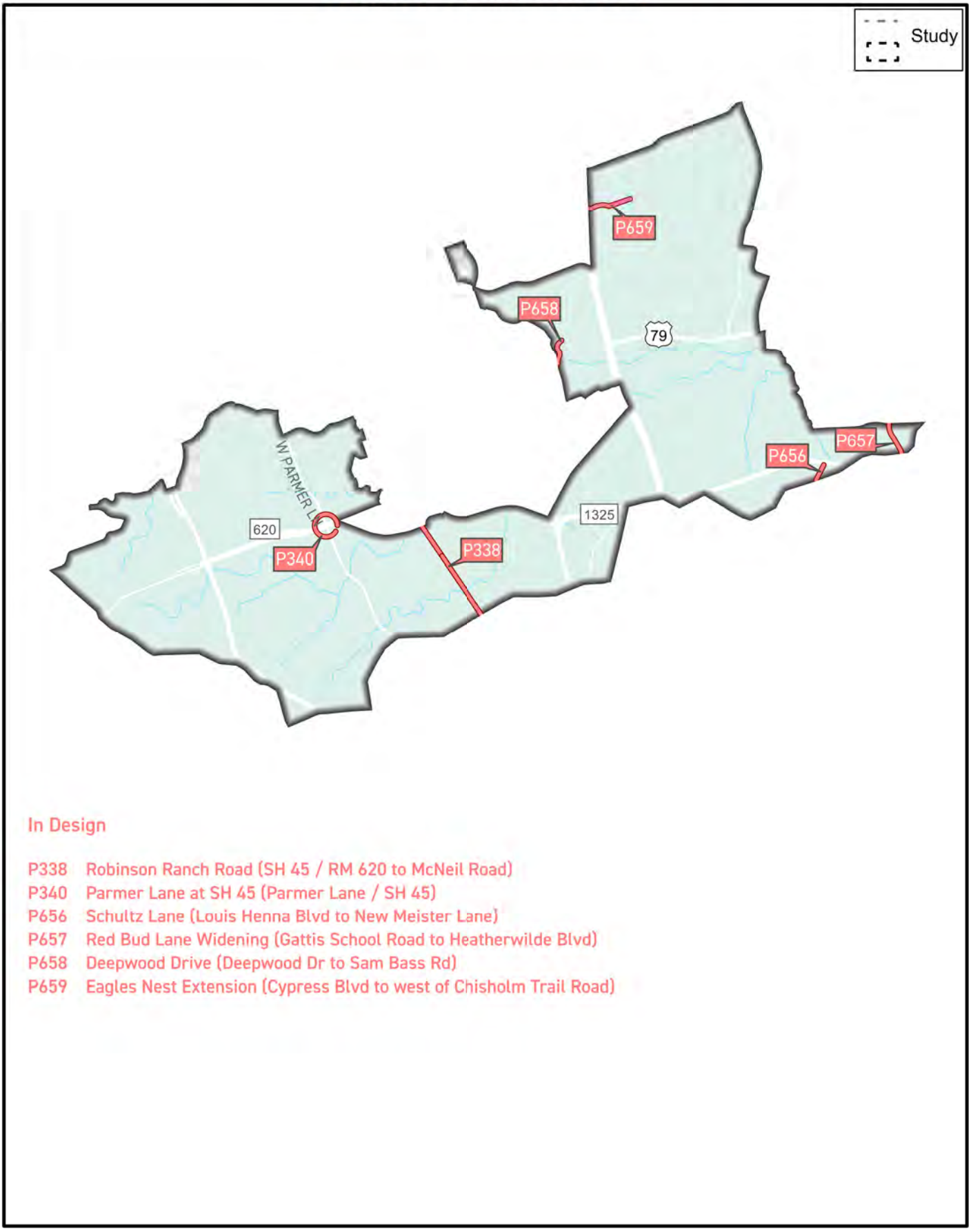
341 Wyoming Springs Extension (Brightwater Boulevard/Creek Bend to Sam Bass Road)
462 Corridor H/Sam Bass Road (RM 1431 to Wyoming Springs Drive)

Completed/Open to Traffic

225c Forest North Drainage Improvements Phase 3
380 MoKan (University Boulevard to SH 45)

2023 ROAD BOND PROGRAM PROJECTS

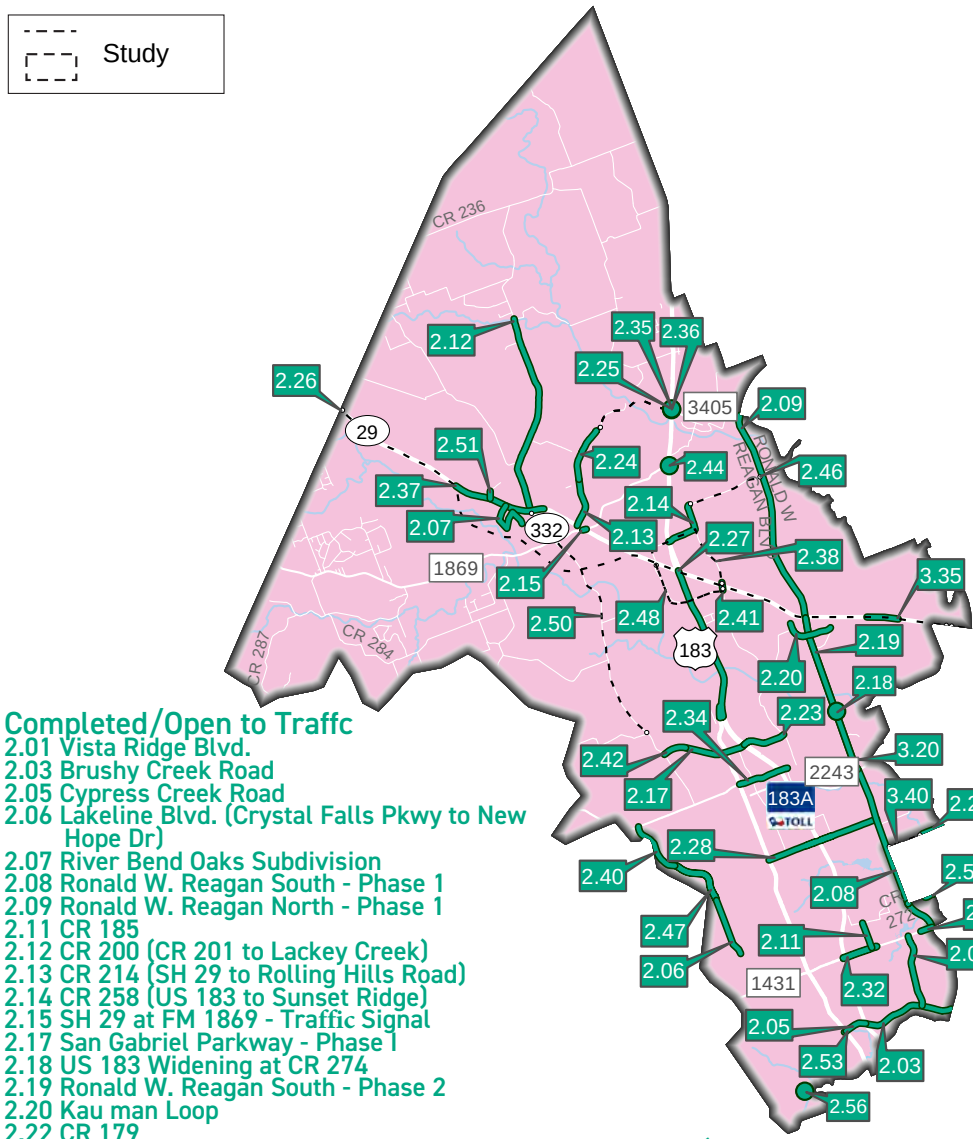
Precinct 1 - Commissioner Cook



In Design

P338 Robinson Ranch Road (SH 45 / RM 620 to McNeil Road)
P340 Parmer Lane at SH 45 (Parmer Lane / SH 45)
P656 Schultz Lane (Louis Henna Blvd to New Meister Lane)
P657 Red Bud Lane Widening (Gattis School Road to Heatherwilde Blvd)
P658 Deepwood Drive (Deepwood Dr to Sam Bass Rd)
P659 Eagles Nest Extension (Cypress Blvd to west of Chisholm Trail Road)

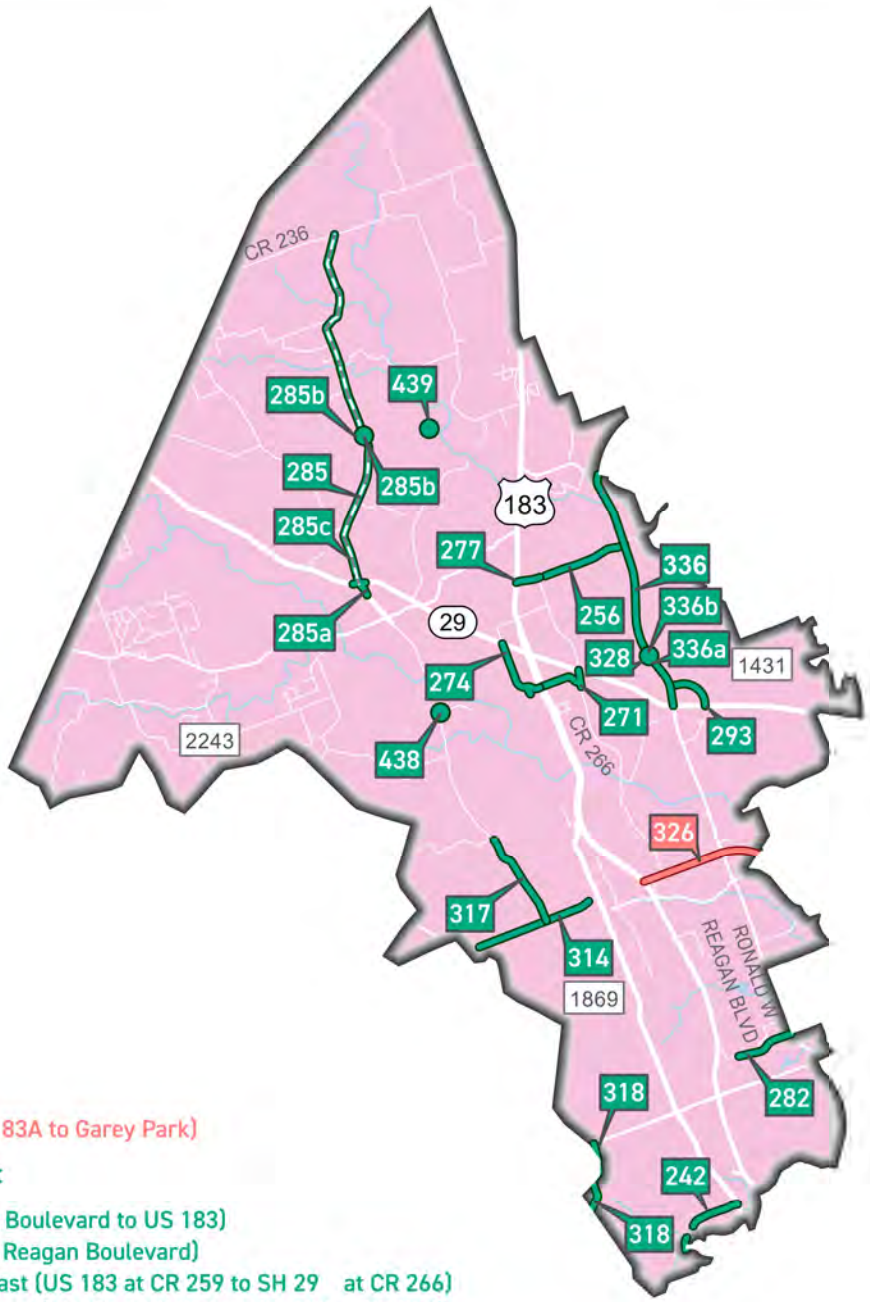
2000/2006 Road Bond Program Projects
Precinct 2 - Commissioner Long



Completed/Open to Traffc
2.01 Vista Ridge Blvd.
2.03 Brushy Creek Road
2.05 Cypress Creek Road
2.06 Lakeline Blvd. (Crystal Falls Pkwy to New Hope Dr)
2.07 River Bend Oaks Subdivision
2.08 Ronald W. Reagan South - Phase 1
2.09 Ronald W. Reagan North - Phase 1
2.11 CR 185
2.12 CR 200 (CR 201 to Lackey Creek)
2.13 CR 214 (SH 29 to Rolling Hills Road)
2.14 CR 258 (US 183 to Sunset Ridge)
2.15 SH 29 at FM 1869 - Traffic Signal
2.17 San Gabriel Parkway - Phase I
2.18 US 183 Widening at CR 274
2.19 Ronald W. Reagan South - Phase 2
2.20 Kau man Loop
2.22 CR 179
2.23 San Gabriel Parkway - Phase 2
2.24 CR 214 - Phase 2A
2.25 CR 214 - Phase 2B Schematic - - - -
2.26 SH 29 Improvements and Schematic - - - -
2.27 US 183 (PTF)
2.28 CR 272 Overlay (1st)
2.32 RM 1431
2.34 Hero Way
2.35 US 183 at FM 3405 Traffic Signal
2.36 US 183 at FM 3405 Left Turn Lanes
2.37 SH 29 TWLTL in Liberty Hill
2.38 CR 260 / CR 266 at SH 29
2.40 Lakeline Blvd. Phase 2 (Old Quarry Rd. to Old 2243)
2.41 Seward Junction Improvements - - - -
2.42 San Gabriel Parkway West
2.44 US 183 at RM 1869
2.46 CR 258 (Sunset Ridge to Reagan Blvd) (Design) - - - -
2.47 Lakeline Blvd. Phase 3 (Crystal Falls Pkwy. to Old Quarry Rd.)
2.48 Seward Junction Schematic (SE and SW) - - - -
2.50 Bagdad Rd. North Phase 2 Schematic (CR 280 to SH 29) - - - -
2.51 CR 277
2.52 RM 1431 at Parmer / Reagan CFI
2.53 Cypress Creek Road at US 183
2.54 CR 272 Overlay
2.56 Cypress Creek Road at Lakeline
2.57 Brushy Creek Road at Parmer Lane
3.20 Ronald W. Reagan South - Phase 2
3.35 SH 29 at Park Place Dr. & Jack Nicklaus Blvd.

2013 ROAD BOND PROGRAM PROJECTS

Precinct 2 - Commissioner Long



In Design

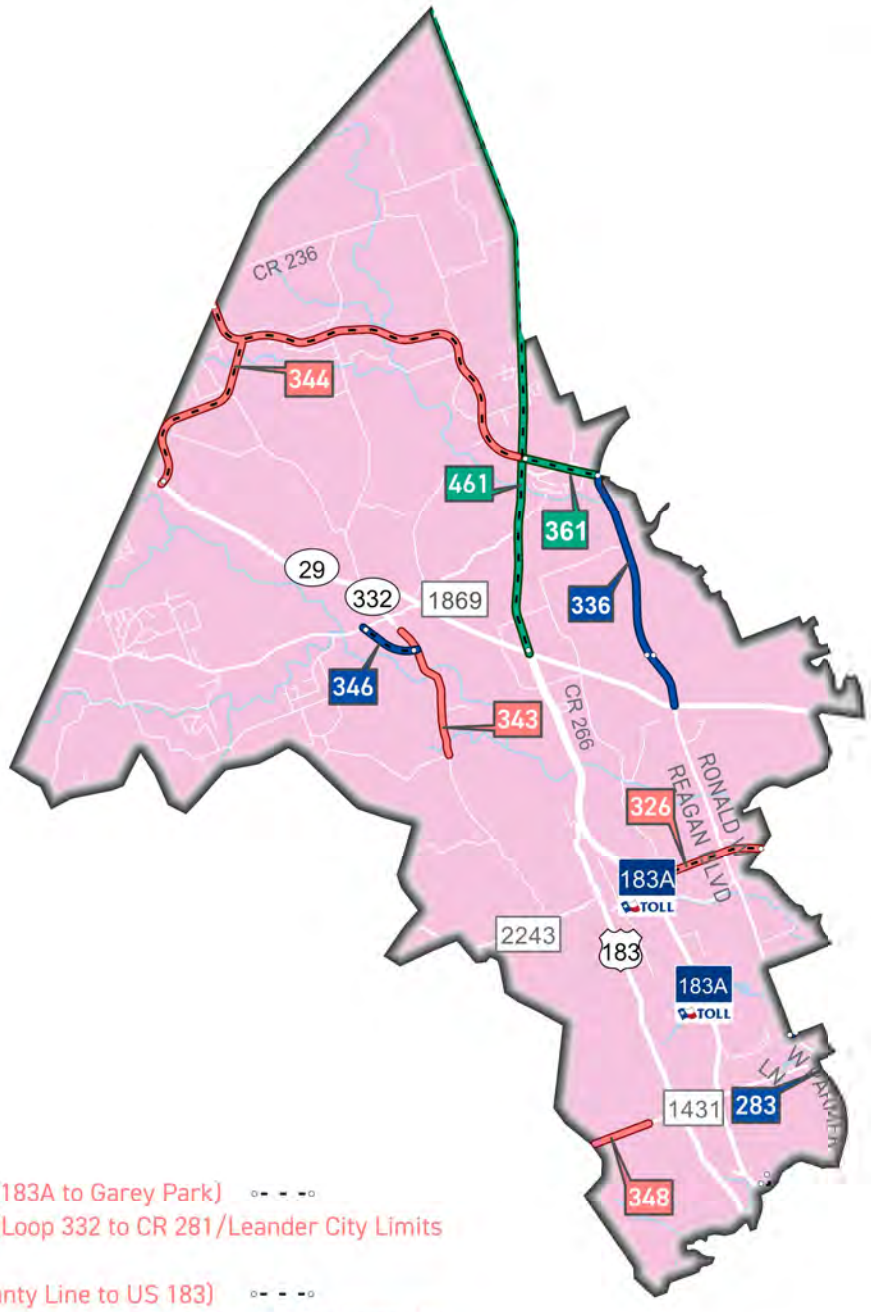
326 RM 2243 Realignment (183A to Garey Park)

Completed/Open to Traffic

242 Little Elm Trail (Lakeline Boulevard to US 183)
256 CR 258 (Sunset Ridge to Reagan Boulevard)
271 Seward Junction Southeast (US 183 at CR 259 to SH 29 at CR 266)
274 Seward Junction Southwest (SH 29 at CR 213 to US 183 at CR 259)
277 CR 258 Extension (US 183 to Sunset Ridge Drive)
282 New Hope Drive Phase 1 (Cottonwood Creek Trail to Ronald Reagan Boulevard)
285 CR 200 Study and Schematic (SH 29 to CR 236)
285a State Highway 29 Intersection at CR 200/Loop 332
285b CR 200 at Bold Sundown Left Turn Lane
285c CR 200 (CMTA Railroad to CR 201)
293 Kauffman Loop Phase 1 - Two Lanes (northeast quadrant of Reagan at SH 29)
314 Old 2243/Hero Way West (Lakeline Boulevard to west of US 183)
317 Bagdad Road North (Collaborative Way to RM 2243)
318 Anderson Mill Road (Gaspar Bend to RM 1431)
328 Ronald Reagan at Santa Rita
336 Ronald Reagan Boulevard Widening (SH 29 to FM 3405) ◦- - -◦
336a Ronald Reagan Boulevard Widening & Temp Signals at Santa Rita Boulevard
336b Ronald Reagan Safety Improvements
438 Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road)
439 San Gabriel Ranch Road Bridge at Lackey Creek

2019 ROAD BOND PROGRAM PROJECTS

Precinct 2 - Commissioner Long



In Design

326 RM 2243 Realignment (183A to Garey Park)
343 Bagdad Road /CR 279 (Loop 332 to CR 281/Leander City Limits to Sam Bass Road)
344 Corridor I2 (Burnet County Line to US 183)
348 Whitestone Boulevard Widening (Bagdad Road to Anderson Mill Road)

Under Construction/Bidding

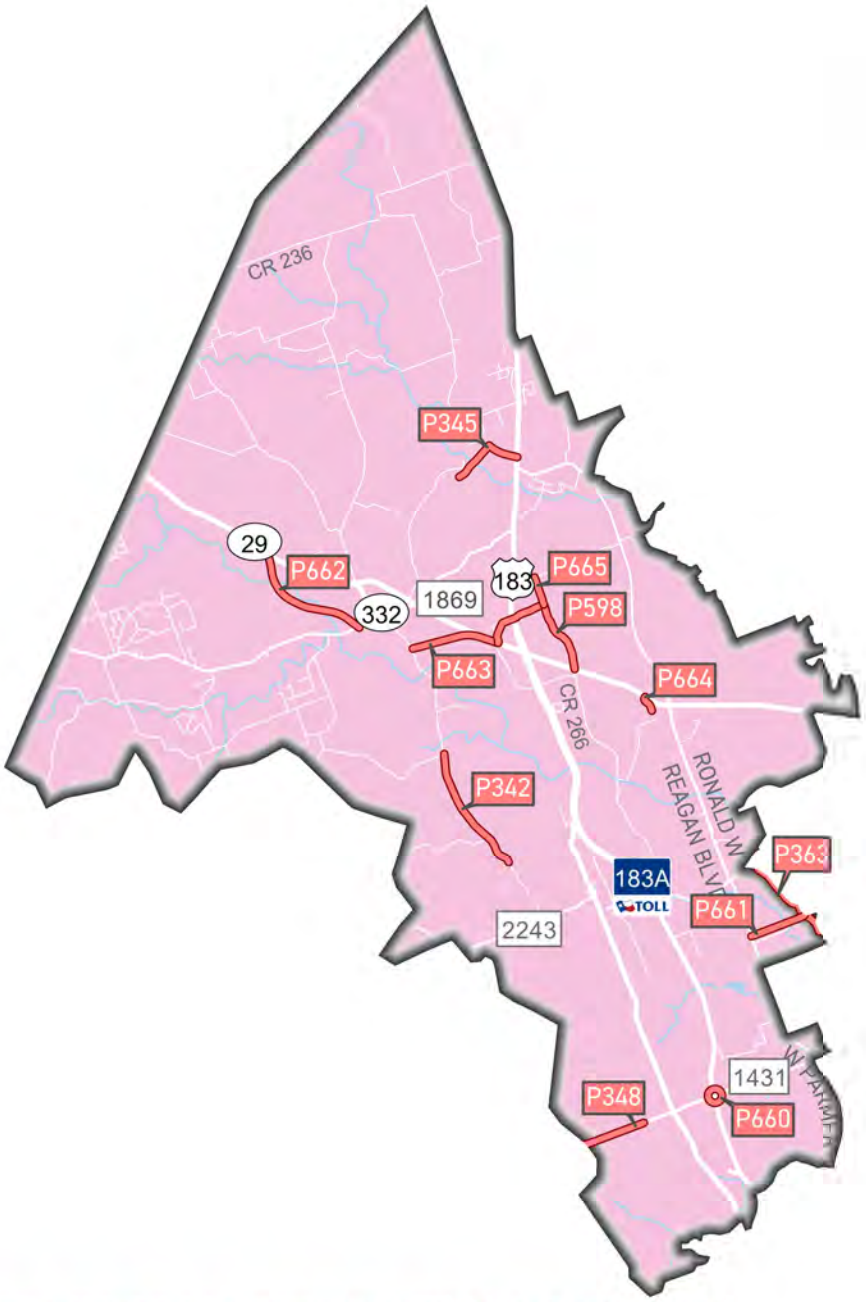
283 New Hope Drive Extension Phase 2A (Ronald Reagan Boulevard to Sam Bass Road)
336 Ronald Reagan Boulevard Widening (SH 29 to FM 3405)
346 Liberty Hill (SH 29) Bypass (RM 1869 to CR 279)

Completed/Open to Traffic

361 Corridor I1 (FM 3405) (Ronald Reagan Boulevard to US 183)
461 Corridor F/US 183 (Williamson/Burnet County Line to SH 29)

2023 ROAD BOND PROGRAM PROJECTS

Precinct 2 - Commissioner Long



In Design

P342 Bagdad Road (North of San Gabriel Parkway to CR 281 / Leander City Limits)
P345 CR 214 (End of CR 214 to US 183)
P348 Whitestone Boulevard Widening (west of Anderson Mill to Bagdad Road)
P363 CR 175 (South of Creek Meadow Cove to RM 2243)
P598 Seward Junction Loop (SH 29/CR 260 to SH 29/CR 213)
P660 RM 1431 at 183A Intersection
P661 Crystal Falls Parkway (Ronald Reagan Blvd to CR 175)
P662 Liberty Hill Bypass West (SH 29 (west of Liberty Hill High School) to RM 1869)
P663 Liberty Hill Bypass East (Bagdad Road/CR 279 to SH 29)
P664 Kauffman Loop (SH 29 to north terminus of Kauffman Loop)
P665 CR 258 (Seward Junction Loop to CR 258 Extension)

Project Name: CR 258 Extension
Project No. 22IFB141

Original Contract Price = $5,836,754.36

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
9/14/2022	9/27/2022	11/28/2022	12/8/2022	12/14/2023	7/18/2024		395	-29	366

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	11/1/2022	11/30/2022	0	$47,590.20	$47,590.20	$5,287.80	$5,287.80	1	0
2	12/1/2022	1/31/2023	55	$536,565.20	$584,155.40	$59,618.36	$64,906.16	11	15
3	2/1/2023	2/28/2023	28	$463,314.38	$1,047,469.78	$51,479.37	$116,385.53	19	23
4	3/1/2023	3/31/2023	31	$354,614.85	$1,402,084.63	$39,401.65	$155,787.18	25	31
5	4/1/2023	4/30/2023	30	$455,839.20	$1,857,923.83	$50,648.80	$206,435.98	34	39
6	5/1/2023	5/31/2023	31	$1,166,374.04	$3,024,297.87	$129,597.12	$336,033.10	55	48
7	6/1/2023	6/30/2023	30	$1,003,480.88	$4,027,778.75	-$124,044.74	$211,988.36	64	56
8	7/1/2023	7/31/2023	31	$614,801.35	$4,642,580.10	$32,357.96	$244,346.32	73	64
9	8/1/2023	8/31/2023	31	$170,332.60	$4,812,912.70	$8,964.87	$253,311.19	76	73
10	9/1/2023	9/30/2023	30	$192,986.82	$5,005,899.52	$10,157.21	$263,468.40	79	81
11	10/1/2023	10/31/2023	31	$175,527.78	$5,181,427.30	$9,238.30	$272,706.70	89	90
12	11/1/2023	11/30/2023	30	$235,724.29	$5,417,151.59	$12,406.54	$285,113.24	93	98
13	12/1/2023	12/31/2023	14	$252,218.57	$5,669,370.16	$13,274.66	$298,387.90	97	102
14	1/1/2024	1/31/2024	0	$268,770.72	$5,938,140.88	-$177,201.35	$121,186.55	99	102
15	2/1/2024	7/31/2024	0	$66,141.40	$6,004,282.28	$1,349.82	$122,536.37	100	102
16 - FINAL	8/1/2024	10/11/2024	0	$140,398.87	$6,144,681.15	-$122,536.37	$0.00	100	102

10/31/2024 Comments- Final Acceptance was awarded on 10/23/24.

Change Order Number	Approved	Cost This CO	Total COs
01	11/11/2022	$ -	$ -

4B: Third Party Accommodation. Third party requested work. This Change Order modifies the Contract to require that City of Georgetown, (collectively referred to as the "City") be an additional insured to Joe Bland Construction's, L.P. (Contractor) commercial general liability (CGL) insurance policy and to their commercial auto liability (Auto Liability) insurance policy. Adding the City to the Contractor's insurance was in the terms and conditions of the Interlocal Agreement between the City and Williamson County.

Change Order Number	Approved	Cost This CO	Total COs
02	11/22/2022	$ 422,565.69	$ 422,565.69

3. County Convenience 3F: Additional Work Desired By The County: This Change Order adds items to the Contract for safety improvements needed at Ronald Reagan and Elizabeth Parkway. Ronald Reagan will be widened along the west side of the roadway to allow for a left turn lane into Elizabeth Parkway.

Change Order Number	Approved	Cost This CO	Total COs
03	6/6/2023	22,263.50	444,829.19

4D. Third Party Accommodation. Other. This Change Order compensates the Contractor for additional work to install sleeves for future utilities across CR 258 and Questa Trail. The payment will be split between the Developer and Williamson County. This method of payment was agreed on between the Developer and Williamson County.

Change Order Number	Approved	Cost This CO	Total COs
04	8/1/2023	-153,292.00	291,537.19

5A. Contractor exercises option to change the traffic control plan. This Change Order removes the unnecessary traffic control and construction items from the Contract, per the agreement to completely close existing CR 258 for the duration of Summer. This Change Order also revises the Disincentive dollar amount in the Project Construction Manual to $1,250/day. 1B. Design Error or Omission. This Change Order also revises the Unit of Measure for the asphalt items that were added in Change Order #2.

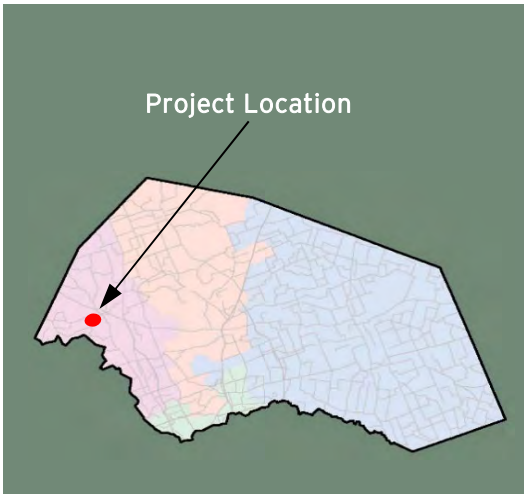
Change Order Number	Approved	Cost This CO	Total COs
05	9/14/2023	539,623.96	831,161.15

4B.Third Party Accommodation. Third party requested work. This Change Order provides payment to the contractor for widening the eastbound pavement, adding a right turn lane/driveway into Liberty Hill's proposed High School, and relocating an existing water line out from under the new Liberty Hill High School driveway. LHISD will reimburse the County 100%.

Change Order Number	Approved	Cost This CO	Total COs
06	10/8/2024	-523,234.36	307,926.79

2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order provides the final balancing for the overruns/underruns of contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans. This Change Order also adds an item for vegetation establishment.

Adjusted Price = $6,144,681.15



Liberty Hill Bypass Improvements
(RM 1869 to CR 279)

Project Length: 2.316 Miles
Roadway Classification: Bagdad Road (Arterial);
Liberty Hill Bypass (Minor Arterial)

Project Schedule: February 2024 - Late 2025
Estimated Construction Cost: $14.2 Million

OCTOBER 2024 IN REVIEW

10/4/24: Chasco Constructors began excavating for the proposed Bagdad Road widening. Subcontractor Lone Star Paving paved asphalt for the northern widening on FM 1869.

10/11/24: Chasco formed and poured concrete riprap on the slope along the north side of FM 1869 for the ditch at culvert 12A. The contractor continued grading topsoil along Liberty Hill Bypass. Subcontractor J Arbor placed seed and erosion blankets in various locations along the Bypass.

10/18/24: Chasco Constructors continued processing subgrade for the proposed Bagdad Road widening. The contractor continued grading topsoil along Liberty Hill Bypass.

10/25/24: Chasco placed drainage pipes and an area inlet in various locations. Subcontractor Woolery continued handrail work and began installing metal beam guard fences for both bridges.

Design Engineer: LJA
Contractor: Chasco Constructors
Construction Observation:
Bruce Thurin, HNTB

Williamson County
Road Bond Program

Liberty Hill Bypass (SH 29) Bypass
Project No. 24IFB15

Original Contract Price = $14,149,449.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate	Total Bid Days	Days Added	Total Days
12/5/2023	12/12/2023	2/5/2024	2/15/2024			652		652

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	2/5/2024	2/29/2024	15	$1,167,168.15	$1,167,168.15	$129,685.35	$129,685.35	9	2
2	3/1/2024	3/31/2024	31	$1,206,856.44	$2,374,024.59	$134,095.16	$263,780.51	18	7
3	4/1/2024	4/30/2024	30	$1,527,575.22	$3,901,599.81	$169,730.58	$433,511.09	30	12
4	5/1/2024	5/31/2024	31	$681,539.40	$4,583,139.21	$75,726.60	$509,237.69	35	16
5	6/1/2024	6/30/2024	30	$661,450.37	$5,244,589.58	$73,494.49	$582,732.18	40	21
6	7/1/2024	7/31/2024	31	$456,995.73	$5,701,585.31	$50,777.30	$633,509.48	44	26
7	8/1/2024	8/31/2024	31	$637,416.74	$6,339,002.05	-$299,877.79	$333,631.69	46	31
8	9/1/2024	9/30/2024	30	$582,204.65	$6,921,206.70	$30,642.35	$364,274.04	50	35
9	10/1/2024	10/31/2024	31	$411,590.27	$7,332,796.97	$21,662.64	$385,936.68	53	40

10/31/2024 Comments - Chasco Constructors processed subgrade for the proposed Bagdad Road widening. Chasco completed forming and pouring concrete riprap ditch on the slopes along the north side of FM 1869. The contractor continued grading topsoil along Liberty Hill Bypass. Subcontractor Woolery continued rail repair/replacement work for both bridges.

Change Order Number	Approved	Cost This CO	Total COs
01	4/17/2024	$ 29,260.00	$ 29,260.00

2. Differing Site Conditions (unforeseeable) 2G: Unadjusted utility (unforeseeable): This Change Order compensates the Contractor for lowering and encasing existing water service lines to the Williamson County Adult Probation Center and Parcel 41. The service lines will be lowered and encased 2 and ½ feet below finish grade of the ditches. This will allow for water service to be maintained across the proposed roadway, allows the lines to be removed if needed for any repairs and will not compromise the roadway structure if they do need future repairs.

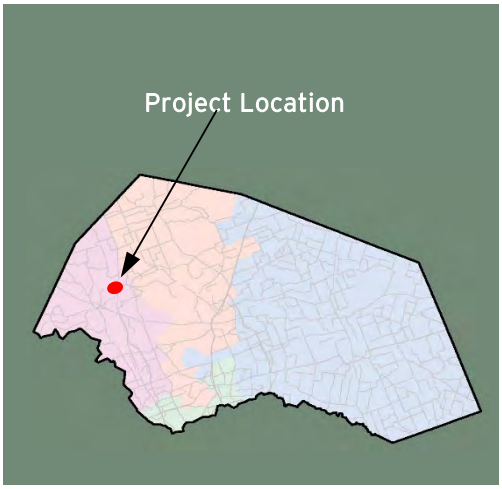
Change Order Number	Approved	Cost This CO	Total COs
02	6/24/2024	$ 21,500.00	$ 50,760.00

6D. Untimely ROW/Utilities. Right-of-Way not clear (County responsibility for ROW). This Change Order compensates the Contractor for clearing the PEC easement to expedite the relocation process.

Change Order Number	Approved	Cost This CO	Total COs
03	7/3/2024	$ 229,702.00	$ 280,462.00

3M. County Convenience. Other.: The City of Liberty Hill's water line project was delayed until the first quarter of 2025, Originally , this was scheduled to be clear in October of 2024. It has been decided to add the water line work to the LHB roadway project via Change Order to Williamson County's project. this will help avoid delays of the roadway construction.

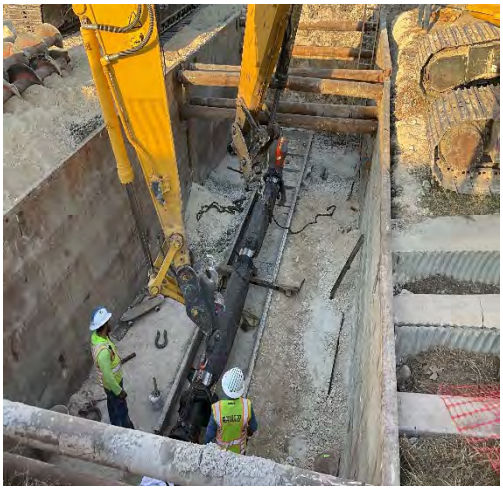
Adjusted Price = $14,429,911.00



Ronald Reagan Boulevard Widening
(SH 29 to FM 3405)

Project Length: 5.217 Miles
Roadway Classification: Arterial

Project Schedule: September 2024 - Summer 2027
Estimated Construction Cost: $52.2 Million



OCTOBER 2024 IN REVIEW

10/4/24: Chasco Constructors continued installing the City of Georgetown waterline between the Tributary 2 Bridge and North Fork San Gabriel Bridge on the west side of project. Subcontractor Central Texas Road Boring continued boring for the 24-inch City of Georgetown waterline and installed casing throughout the project.

10/11/24: Chasco continued forming and placing concrete for bridge columns on Bents 4 and 5 of the Tributary 1 Bridge. Subcontractor J Arbor continued installing sediment control fence at various locations throughout the project.

10/18/24: Chasco Constructors continued installing the City of Georgetown waterline on the southwest side of Santa Rita Blvd. and northwest of CR 258. Chasco continued forming and pouring concrete for bridge columns on bents 6 and 7 and the bent 3 cap for the Tributary 1 Bridge.

10/25/24: Chasco continued forming and pouring concrete for caps on bents 4 and 5 for the Tributary 1 Bridge. Subcontractor Central Texas Road Boring installed casing under existing Ronald Reagan on the south side of Santa Rita Blvd. and under existing Ronald Reagan north of CR 258.

Design Engineer: STV
Contractor: Chasco Constructors
Construction Observation:
Joseph Jones, HNTB

Williamson County
Road Bond Program

Ronald Reagan Boulevard Widening
Project No. 24IFB57

Original Contract Price = $52,159,299.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
6/25/2024	7/16/2024	8/22/2024	9/3/2024				1035		1035

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	8/23/2024	9/30/2024	28	$2,029,611.47	$2,029,611.47	$225,512.39	$225,512.39	4	3

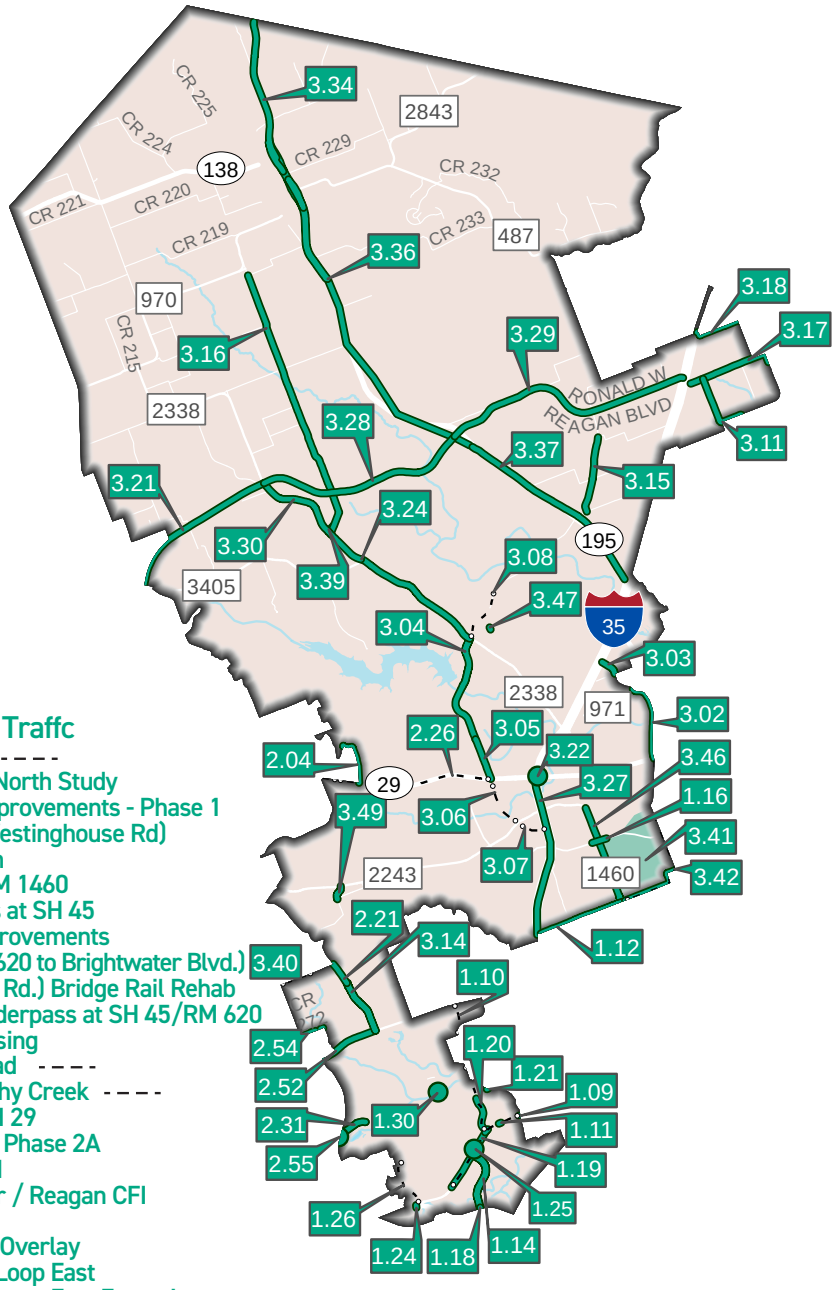
10/31/2024 Comments - Chasco Constructors continued installing the City of Georgetown waterline on the south side of Santa Rita Blvd and northwest of CR 258. Chasco continued forming and pouring concrete for bridge columns on bents 2 through 5 for the Tributary 2 Bridge. Chasco formed and poured concrete bent caps on bents 4 and 5 for the Tributary 1 Bridge. Subcontractor Central Texas Road Boring continued boring for City of Georgetown waterline and installed casing under existing Ronald Reagan on the south side of Santa Rita Blvd and under existing Ronald Reagan north of CR 258.

Change Order Number	Approved	Cost This CO	Total COs
01	8/8/2179	$ 145,428.00	$ 145,428.00

1A. Incorrect PS&E: This Change Order adds water line items to the Contract for the change in pipe classification, due to a discrepancy between the plan set and the bid form, as well as additional tonnage for an extra 18-inch fitting that was not accounted for in the original plans.

Adjusted Price = $52,304,727.00

2000/2006 Road Bond Program Projects
Precinct 3 - Commissioner Covey



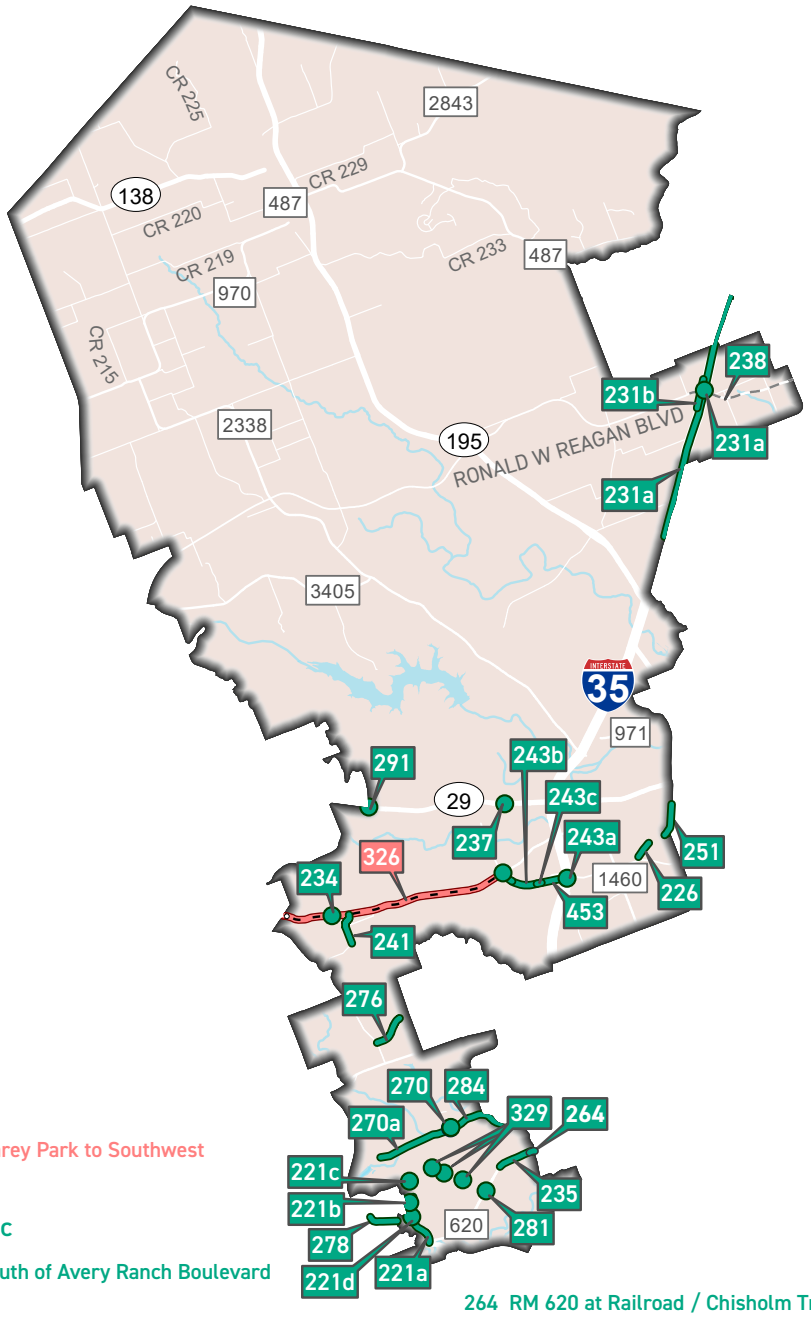
Study

Completed/Open to Traffc

1.09 RM 620 Feasibility - - - -
1.10 Wyoming Springs North Study
1.11 RM 620 Interim Improvements - Phase 1
1.12 CR 111/CR 105 (Westinghouse Rd)
1.14 O'Connor Extension
1.16 SE Inner Loop at FM 1460
1.18 O'Connor Overpass at SH 45
1.19 RM 620 Safety Improvements
1.20 Wyoming Springs (620 to Brightwater Blvd.)
1.21 CR 174 (Hairy Man Rd.) Bridge Rail Rehab
1.24 Pearson Ranch Underpass at SH 45/RM 620
1.25 King of Kings Crossing
1.26 Pearson Ranch Road - - - -
1.30 Great Oaks at Brushy Creek - - - -
2.04 Cedar Hollow at SH 29
2.21 CR 175 Extension - Phase 2A
2.31 Brushy Creek Road
2.52 RM 1431 at Parmer / Reagan CFI
2.54 CR 272 Overlay
2.55 Brushy Creek East Overlay
3.02 Georgetown Inner Loop East
3.03 Georgetown Inner Loop East Extension
3.04 Georgetown Inner Loop - Project 1
3.05 Georgetown Inner Loop - Project 2
3.06 Georgetown Inner Loop - Project 3 - - - -
3.07 Georgetown Inner Loop - Project 4 - - - -
3.08 Georgetown Inner Loop - Project 5 - - - -
3.11 CR 145
3.14 CR 175
3.15 CR 234
3.16 CR 245
3.17 CR 311
3.18 CR 314
3.21 Ronald W. Reagan North - Phase 2
3.22 IH 35 at SH 29 Turnarounds (PTF)
3.24 Williams Drive (RM 2338)
3.27 IH 35 Northbound Frontage Rd. and Ramps
3.28 Ronald W. Reagan North - Phase 3
3.29 Ronald W. Reagan North - Phase 4
3.30 RM 2338 (PTF)
3.34 SH 195 Project 1
3.36 SH 195 Project 2
3.37 SH 195 Project 3
3.39 CR 245 Realignment
3.40 CR 179 - - - -
3.41 CR 110 / Arterial A Study (design)
3.42 CR 111 / CR 105 Westinghouse Rd. (FM 1460 to SH 130) (Design)
3.46 FM 1460 North
3.47 Madrid Drive Extension
3.49 CR 176 At RM 2243 - Intersection/Safety Improvements

2013 ROAD BOND PROGRAM PROJECTS

Precinct 3 - Commissioner Covey



In Design

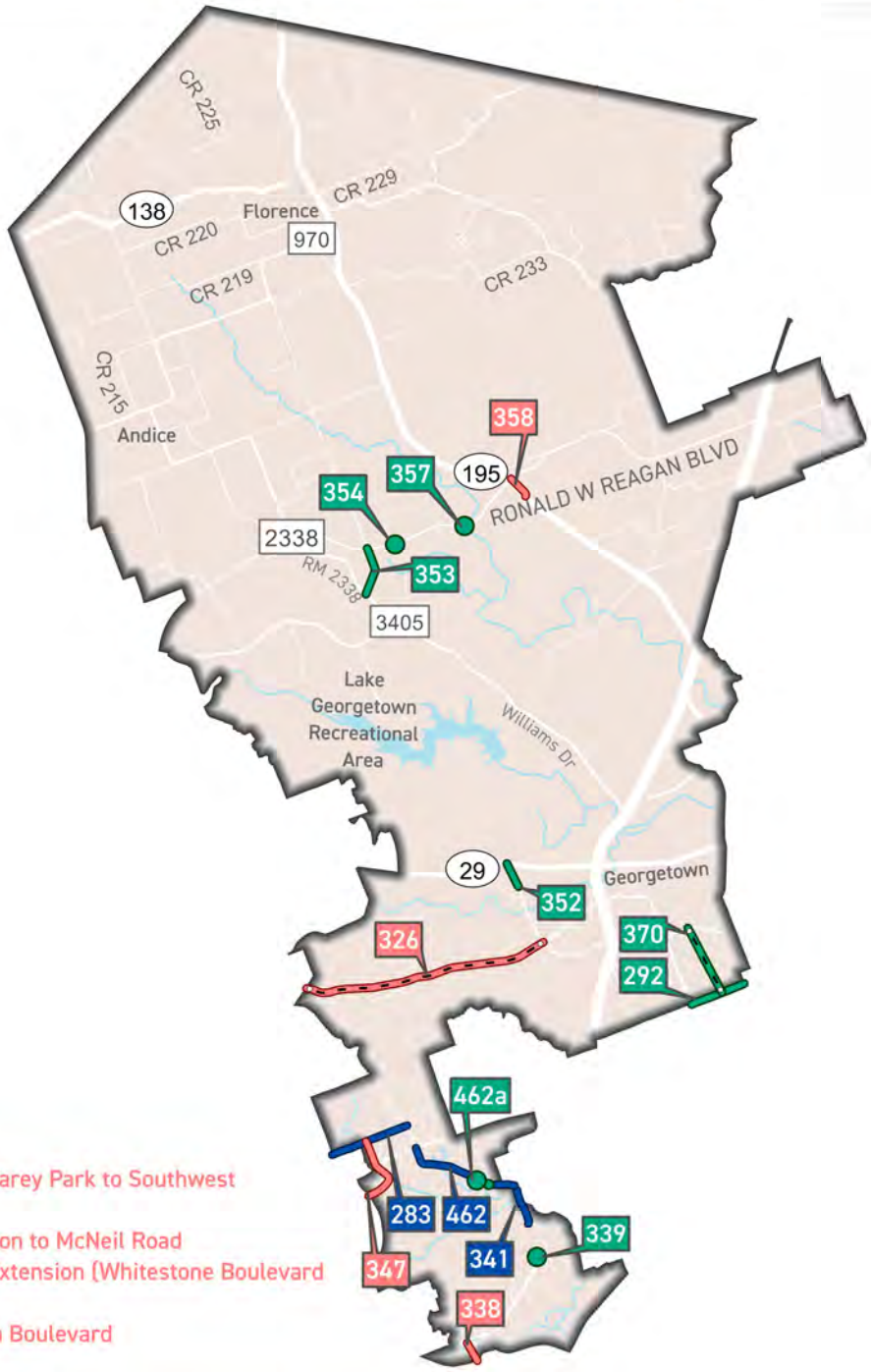
326 RM 2243 Realignment (Garey Park to Southwest Bypass) ◦- - -◦

Completed/Open to Traffic

221a Pearson Ranch Road (South of Avery Ranch Boulevard to SH 45 ROW)
221b Pearson Ranch Road and Iveans Way Pedestrian Crossing
221c Pearson Ranch Road at Avery Ranch Boulevard Traffic Signal
221d Neenah Avenue and Pearson Ranch Road Traffic Signal
226 Inner Loop Safety Improvements (LTL at Wilco Way)
231a IH 35 Ramp Reversal and Frontage Road Conversion (FM 972 to CR 312)
231b Relocation of 48" Williamson County Regional Raw Waterline - Line B
231c Ronald Reagan Boulevard at IH 35 Bridge Replacement
234 RM 2243 at Escalera Parkway (Intersection Improvements)
235 RM 620 Phase 2 (Wyoming Springs to Deep Wood Drive)
237 SH 29 at DB Wood (Intersection Improvements)
238 Ronald Reagan Boulevard Extension Planning (IH 35 to SH 95)
241 CR 176 at RM 2243 Intersection (Safety Improvements)
243a Southwest Bypass Driveways
243b Southwest Bypass Access Route
243c Southwest Bypass Segment 2 (Southbound IH 35 to RM 2243)
251 Inner Loop Safety Improvements (LTL at Central Maintenance Facility)
264 RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)
270 Great Oaks Drive Bridge at Brushy Creek
270a Great Oaks Drive Waterline Relocations
276 Arterial H Extension Phase 1 (CR 175 to Massey Way)
278 Neenah Avenue Widening (Olive Hill Drive to 0.5 miles east of Olive Hill Drive)
281 O'Connor Drive North of RM 620 Traffic Study and Safety Improvements
284 Hairy Man Road/Brushy Creek Road Safety Improvements (Brushy Bend to Sam Bass Road)
291 SH 29 at Cedar Hollow (Intersection Improvements)
292 Westinghouse Road/CR 111/CR 105 (FM 1460 to SH 130)
329 O'Connor Drive Traffic Signals (Morgan Hill, Great Oaks and Liberty Walk Intersections)
453 Southwest Bypass Segment 1 (Southbound IH 35 to 0.5 miles west)

2019 ROAD BOND PROGRAM PROJECTS

Precinct 3 - Commissioner Covey



In Design

326 RM 2243 Realignment (Garey Park to Southwest Bypass) ◦- - -◦
338 RM 620/SH 45 Intersection to McNeil Road
347 Toro Grande Boulevard Extension (Whitestone Boulevard to Parmer Lane)
358 SH 195 at Ronald Reagan Boulevard

Under Construction/Bidding

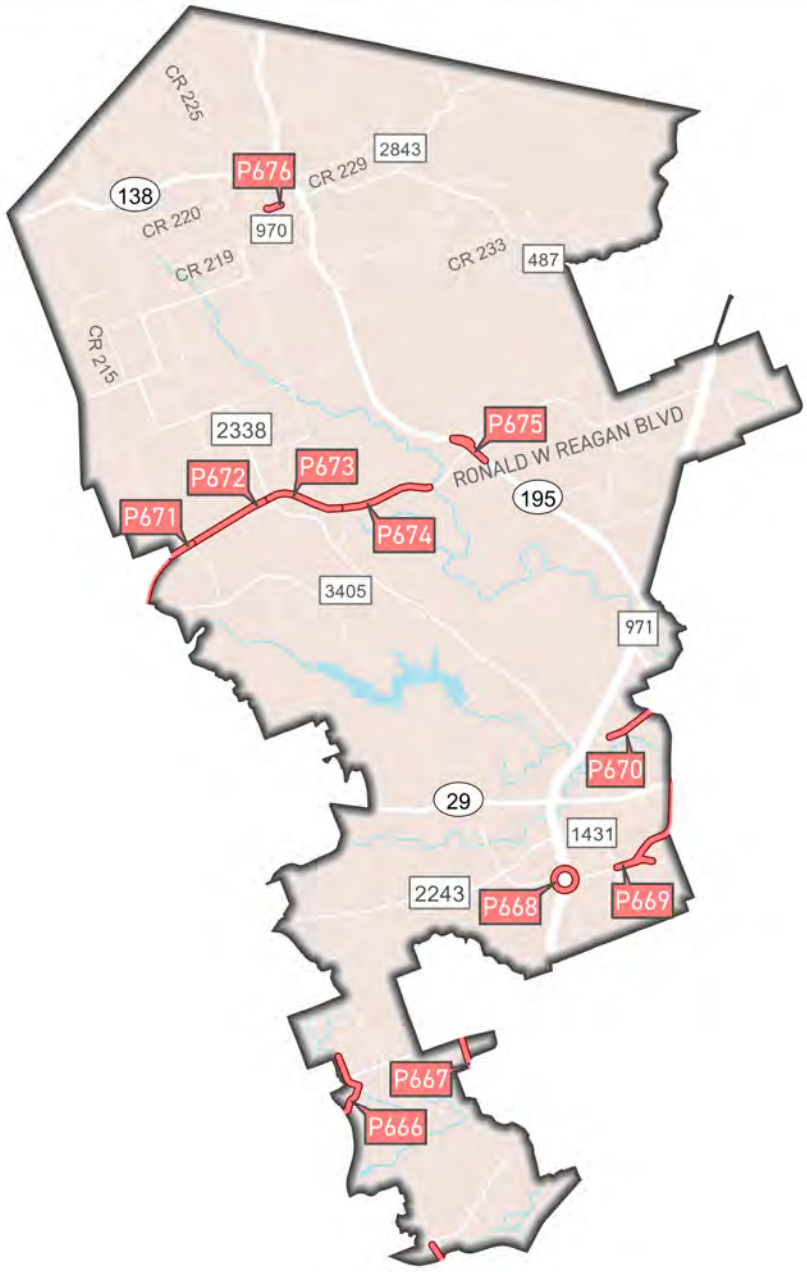
283 New Hope Drive Extension Phase 2A (Ronald Reagan Boulevard to Sam Bass Road)
341 Wyoming Springs Extension (Brightwater Boulevard/ Creek Bend to Sam Bass Road)
462 Corridor H/Sam Bass Road (RM 1431 to Wyoming Springs Drive)

Completed/Open to Traffic

292 CR 111/CR 105 Westinghouse (FM 1460 to SH 130)
339 Wyoming Springs Intersection Improvements (At Smyers Lane)
352 Southwest Bypass Extension (SH 29 to Wolf Ranch Parkway)
353 CR 245 (North of RM 2338 to Ronald Reagan Boulevard)
354 Ronald Reagan at Silver Spur Boulevard
357 Ronald Reagan at Sun City Boulevard
370 MoKan (Georgetown Inner Loop to University Boulevard) ◦- - -◦
462a Corridor H/Sam Bass Road Interim Traffic Signals (Walsh Ranch and Great Oaks Drive Intersections)

2023 ROAD BOND PROGRAM PROJECTS

Precinct 3 - Commissioner Covey



In Design

P666 Toro Grande Boulevard Extension (Parmer Lane to New Hope)
P667 Wyoming Springs Drive (End of Wyoming Springs Drive / Behrens Ranch to RM 1431)
P668 I-35 at Inner Loop Interchange (SE Inner Loop / SW Bypass)
P669 SE Inner Loop (FM 1460 to SH 29)
P671 Ronald Reagan Boulevard Widening - Segment C1 (FM 3405 to CR 289)
P672 Ronald Reagan Boulevard Widening - Segment C2 (CR 289 to west of RM 2338)
P673 Ronald Reagan Boulevard Widening - Segment D1 (RM 2338 to CR 245)
P674 Ronald Reagan Boulevard Widening - Segment D2 (CR 245 to Sun City Blvd.)
P670 FM 971 (Gann St to SH 130)
P675 SH 195 at Ronald Reagan Boulevard - Remaining 3 Ramps
P676 West Main Street (S.Patterson Ave to CR 226)

Project Name: CR 111 Westinghouse Road
Project No. 22IFB39 Original Contract Price = $21,024,332.88

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
12/15/2021	1/11/2022	1/20/2022	1/30/2022	3/21/2024			700		700

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	2/1/2022	2/28/2022	28	$142,149.86	$142,149.86	$15,794.43	$15,794.43	1	4
2	3/1/2022	3/31/2022	31	$1,624,724.26	$1,766,874.12	$180,524.92	$196,319.35	9	8
3	4/1/2022	4/30/2022	30	$1,286,121.32	$3,052,995.44	$142,902.37	$339,221.72	15	13
4	5/1/2022	5/31/2022	31	$1,110,146.62	$4,163,142.06	$123,349.64	$462,571.36	21	17
5	6/1/2022	6/30/2022	30	$482,208.08	$4,645,350.14	$53,578.66	$516,150.02	23	21
6	7/1/2022	7/31/2022	31	$787,719.86	$5,433,070.00	$87,524.44	$603,674.46	27	26
7	8/1/2022	8/31/2022	31	$822,906.88	$6,255,976.88	$91,434.10	$695,108.56	31	30
8	9/1/2022	9/30/2022	30	$1,707,686.45	$7,963,663.33	$189,742.92	$884,851.48	39	35
9	10/1/2022	10/31/2022	31	$1,107,286.40	$9,070,949.73	$123,031.82	$1,007,883.30	45	39
10	11/1/2022	11/30/2022	30	$518,917.48	$9,589,867.21	$57,657.50	$1,065,540.80	47	43
11	12/1/2022	12/31/2022	31	$1,285,779.15	$10,875,646.36	-$493,138.36	$572,402.44	51	48
12	1/1/2023	1/31/2023	31	$620,120.59	$11,495,766.95	$32,637.93	$605,040.37	54	52
13	2/1/2023	2/28/2023	28	$846,149.01	$12,341,915.96	$44,534.15	$649,574.52	58	56
14	3/1/2023	3/31/2023	31	$639,962.65	$12,981,878.61	$33,682.25	$683,256.77	61	61
15	4/1/2023	4/30/2023	30	$717,084.56	$13,698,963.17	$37,741.29	$720,998.06	64	65
16	5/1/2023	5/31/2023	31	$661,601.87	$14,360,565.04	$34,821.15	$755,819.21	67	69
17	6/1/2023	6/30/2023	30	$591,898.92	$14,952,463.96	$31,152.58	$786,971.79	70	74
18	7/1/2023	7/31/2023	31	$555,320.94	$15,507,784.90	$29,227.41	$816,199.20	72	78
19	8/1/2023	8/31/2023	31	$451,231.96	$15,959,016.86	$23,749.06	$839,948.26	74	82
20	9/1/2023	9/30/2023	30	$371,656.43	$16,330,673.29	$19,560.86	$859,509.12	76	87
21	10/1/2023	10/31/2023	31	$230,597.40	$16,561,270.69	$12,136.71	$871,645.83	77	91
22	11/1/2023	11/30/2023	30	$179,598.00	$16,740,868.69	$9,452.52	$881,098.35	78	95
23	12/1/2023	12/31/2023	31	$801,573.10	$17,542,441.79	$42,188.06	$923,286.41	82	100
24	1/1/2024	1/31/2024	31	$858,054.72	$18,400,496.51	$45,160.77	$968,447.18	86	104
25	2/1/2024	2/29/2024	29	$802,470.59	$19,202,967.10	$42,235.30	$1,010,682.48	90	108
26	3/1/2024	3/31/2024	21	$482,112.32	$19,685,079.42	$25,374.33	$1,036,056.81	92	111
27	4/1/2024	5/31/2024	0	$640,577.80	$20,325,657.22	-$621,247.48	$414,809.33	92	111
28	6/1/2024	6/30/2024	0	$25,001.18	$20,350,658.40	$510.23	$415,319.56	92	111
29	7/1/2024	10/23/2024	0	$181,592.91	$20,532,251.31	$3,705.98	$419,025.54	93	111

10/31/2024 Comments - Balancing Change Order and Project close out in progress.

Change Order Number	Approved	Cost This CO	Total COs
01	5/3/2022	$233,364.00	$ 233,364.00

2 Differing in site conditions. (Unforeseeable) 2E. Miscellaneous difference in site conditions (unforeseeable) (item 9): This change order compensates the Contractor for over-excavating unsuitable material and importing embankment material from offsite that meets the requirements in the specifications. With the limited areas on the project to find suitable material it was agreed to import the required material. A Force Account item has been created to cover half of the cost of the imported material and half of the trucking. This amount is to cover this area and any other areas that may be encountered on site.

Change Order Number	Approved	Cost This CO	Total COs
02	5/3/2022	$7,553.84	$ 240,917.84

1B. Design Error or Omission. Other: This change order compensates the Contractor for upsize changes in 6 inlet and 1 junction box to accommodate pipe size design. The revisions affected estimate page 15, summary page 18, storm drainage pages; 149 for Inlet C-5 and C-6, page 150 for Inlets E-4 and E-5, page 151 for Inlet F-6, page 153 for Inlet I-6 and page 154 for Junction Box K.

Change Order Number	Approved	Cost This CO	Total COs
03	7/14/2022	$20,307.20	$ 261,225.04

1.Design Error or Omission. 1A: incorrect PS&E. This Change Order is in response to RFI 22 that updated the quantity for pay item 106-6002 OBLITERATING ABANDONED ROADWAY. The item has been recalculated and the difference is included in this Change Order to cover the actual quantity.

Change Order Number	Approved	Cost This CO	Total COs
04	7/13/2022	$454,267.40	$ 715,492.44

1. Design Error or omission. 1B. Other: This Change Order updates the bid item quantities that were revised in the plan set summary sheet, but not reflected in the Bid Form. The Change Order also includes pay items for 2 new items that were identified in the plans, but inadvertently left off the Bid Form.

Change Order Number	Approved	Cost This CO	Total COs
05	11/22/2022	$41,134.66	$ 756,627.10

1. Design Error or Omission. 1B. Other. The existing section of the roadway in front of Gateway School was constructed prior to the project letting. This portion of the roadway was to remain in place and the proposed roadway was to tie into it. The contractor constructed around this portion of the roadway so that the tie-ins would work with the current plan design. 1B. Other. This Change Order also adds items for flowable fill and concrete dissipaters at the culvert outfalls.

Change Order Number	Approved	Cost This CO	Total COs
06	11/22/2022	$24,159.20	$ 780,786.30

2. Differing Site Conditions: (Unforeseeable) 2J. Other: While clearing the ROW, 4 water wells were encountered. This Change Order provides payment to the Contractor for having the plugging and abandoning four (4) wells, by a licensed water well company. Upon completion of the well abandonment, plugging reports will be filed.

Change Order Number	Approved	Cost This CO	Total COs
07	12/14/2022	$28,440.00	$ 809,226.30

1B. Design Error or Omission. 1B. Other: This Change Order provides additional items to the Contract for adjusting an existing headwall, wingwalls and adding concrete rail along an existing culvert that is to remain in place. Due to the height of the existing culvert, the proposed roadway can not be built to the proposed width. Raising the headwall and constructing the rail will allow for the roadway portion to be constructed to the proposed width. This rail will mirror the existing rail along the upstream portion of the existing culvert.

Change Order Number	Approved	Cost This CO	Total COs
08	12/14/2022	$276,200.00	$ 1,085,426.30

4B. Third Party Accommodation. Third party requested work: MBC Development has requested additional sleeves to be installed across CR 111 for their future development on both sides of the roadway. The Developer Agreement has been amended to reflect the change and the Developer has funded Williamson County for this additional work.

Change Order Number	Approved	Cost This CO	Total COs
09	4/25/2023	$14,282.00	$ 1,099,708.30

1. Design Error or Omission. 1B Other: This Change Order compensates the contractor for relocating the existing service line to tie into the new meter location. The meter was relocated outside of the new ROW per the plans, but the plans did not show a service line connection for the residence back in at this location. Per the ILA, the County must, at its own expense, pay all cost related to the relocation of Jonah's water lines.

Change Order Number	Approved	Cost This CO	Total COs
10	6/6/2023	$39,507.50	$ 1,139,215.80

2E. Differing in Site Conditions. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order compensates the contractor for removing and replacing the existing concrete driveway at the Valero gas station as well as removing the sidewalk that is in conflict with the proposed roadway widening.

Change Order Number	Approved	Cost This CO	Total COs
11	8/22/2023	$81,433.12	$ 1,220,648.92

6 Untimely ROW/Utilities 6C: Utilities Not Clear: This Change Order compensates the contractor for relocating the existing 12-inch City of Georgetown water line that is in conflict with the culvert a Driveway 1. The water line is being relocated between the proposed box culvert and the ROW along the north side of the project.

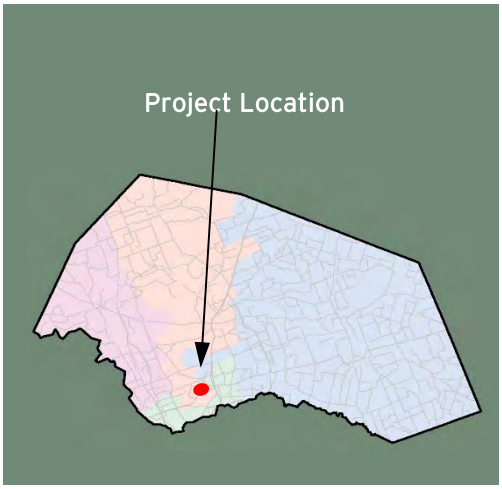
Change Order Number	Approved	Cost This CO	Total COs
12	1/9/2024	$303,603.61	$ 1,524,252.53

6C. Utilities not clear. This Change Order adds an item to the contract for inefficient work and delays the contractor experienced due to the utilities not being cleared throughout the project.

Change Order Number	Approved	Cost This CO	Total COs
13	6/25/2024	15,975.61	1,540,228.14

1B. Design Error or Omission. Other. This Change Order addresses the need for low fill post, concrete footing, and a driveway terminal section not accounted for in the plans. This Change order also addresses the incorrect called out sign post that were installed per plan. 2I. Differing Site Conditions. Additional safety needs. This Change Order compensates the contractor for upsizing the stop signs at the new 4-way intersection. 4B. Third Party Accommodation. Third party requested work. Eliminated the striping and created a right turn lane on northbound FM 1460 at CR 111 per TxDOT.

Adjusted Price = $22,564,561.02



Corridor H/Sam Bass Road
(RM 1431 to Wyoming Springs Drive)

Project Length: 2.578 Miles
Roadway Classification: Urban Minor Arterial

Project Schedule: March 2023 - Fall 2025
Estimated Construction Cost: $33.8 Million

OCTOBER 2024 IN REVIEW

10/4/24: Cash Construction completed the installation of the BCMUD 12-inch waterline and the interconnected vault in the BCMUD treatment yard. The contractor began placing the storm sewer pipe on Thousand Oaks Drive.

10/11/24: Cash continued placing the storm sewer pipe on Thousand Oaks Drive. Subcontractor Ranger Excavation excavated and hauled off roadway excavation from the existing Sam Bass Road on the south side of RM 1431. Subcontractor Greater Austin began placing curb and gutter just south of RM 1431.

10/18/24: Cash began subgrade work for the Shared-Use Path from RM 1431 to Thousand Oaks Drive. Subcontractor Alpha Paving applied the prime coat and seal coat between RM 1431 and Thousand Oaks Drive.

10/25/24: Cash installed the storm sewer box culvert across Sam Bass Road east of Tonkawa. Cash began installing the storm sewer pipe east of Dry Fork Creek. Subcontractor Alpha Paving paved the left two turn lanes at RM 1431 and the construction temporary detour cross-over near Thousand Oaks Drive.

Design Engineer: K Friese
Contractor: Cash Construction
Construction Observation:
Tracy Cooper, HNTB

Williamson County
Road Bond Program

Project Name: Corridor H/Sam Bass Road
Project No. 23IFB8

Original Contract Price = $36,145,959.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
12/20/2022	1/13/2023	3/13/2023	3/23/2023				911		911

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	4/1/2023	4/30/2023	30	$21,095.55	$21,095.55	$2,343.95	$2,343.95	0	3
2	5/1/2023	5/31/2023	31	$511,459.79	$532,555.34	$56,828.87	$59,172.82	2	7
3	6/1/2023	6/30/2023	30	$1,024,886.41	$1,557,441.75	$113,876.26	$173,049.08	5	10
4	7/1/2023	7/31/2023	31	$148,136.40	$1,705,578.15	$16,459.60	$189,508.68	6	13
5	8/1/2023	8/31/2023	31	$915,201.56	$2,620,779.71	$101,689.06	$291,197.74	9	17
6	9/1/2023	9/30/2023	30	$510,079.42	$3,130,859.13	$56,675.50	$347,873.24	10	20
7	10/1/2023	10/31/2023	31	$900,115.81	$4,030,974.94	$100,012.86	$447,886.10	13	23
8	11/1/2023	11/30/2023	30	$731,394.97	$4,762,369.91	$81,266.11	$529,152.21	16	27
9	12/1/2024	12/31/2024	31	$241,049.16	$5,003,419.07	$26,783.24	$555,935.45	16	30
10	1/1/2024	1/31/2024	31	$412,213.73	$5,415,632.80	$45,801.53	$601,736.98	18	34
11	2/1/2024	2/29/2024	29	$986,810.97	$6,402,443.77	$109,645.66	$711,382.64	21	37
12	3/1/2024	3/31/2024	31	$909,406.35	$7,311,850.12	$101,045.15	$812,427.79	24	40
13	4/1/2024	4/30/2024	30	$1,012,728.40	$8,324,578.52	$112,525.38	$924,953.17	27	43
14	5/1/2024	5/31/2024	31	$990,023.58	$9,314,602.10	$110,002.62	$1,034,955.79	30	47
15	6/1/2024	6/30/2024	30	$714,854.15	$10,029,456.25	$79,428.24	$1,114,384.03	33	50
16	7/1/2024	7/31/2024	31	$1,590,446.20	$11,619,902.45	$176,716.24	$1,291,100.27	38	54
17	8/1/2024	8/31/2024	31	$2,563,173.18	$14,183,075.63	$284,797.02	$1,575,897.29	46	57
18	9/1/2024	9/30/2024	30	$1,009,381.83	$15,192,457.46	$112,153.54	$1,688,050.83	50	60

10/31/2024 Comments - Cash Construction continued placing flexible base on Sam Bass Rd. across from Thousand Oaks Drive. Cash continued subgrade work for the Shared Use Path from Thousand Oaks Drive to Mayfield Drive. Cash completed installing the BCMUD waterline east of Great Oaks Drive. Cash installed the storm sewer box culvert across Sam Bass Road east of Tonkawa. Cash began installing the storm sewer pipe east of Dry Fork Creek. The contractor completed placing the storm sewer pipe on Thousand Oaks Drive. Subcontractor Greater Austin began placing the Shared Use Path from RM 1431 to Mayfield Drive. Subcontractor Alpha Paving paved the future northbound Sam Bass left two turn lanes at RM 1431 and the constructed temporary detour crossover near Thousand Oaks Drive. AT&T's contractor continued relocation work at various locations.

Change Order Number	Approved	Cost This CO	Total COs
01	6/27/2023	$ (2,394,078.12)	$ (2,394,078.12)

1B: Design Error or Omission. Other. This Change Order revises the earthwork quantities, BCMUD water line items and driveway quantities, per plan revisions issued after the Bid was awarded. The quantity for Item 110-6001 excavation was reduced by over 25% and the unit price is revised because it is considered a major bid item per the Contract.

Change Order Number	Approved	Cost This CO	Total COs
02	8/22/2023	$ 5,250.00	$ (2,388,828.12)

1B. Design Error or Omission. Other: This Change Order updates incorrect unit prices that were inadvertently used for two existing items in Change Order 1.

Change Order Number	Approved	Cost This CO	Total COs
03	9/11/2024	$ 56,523.26	$ (2,332,304.86)

2E-Differing Site Conditions (unforeseeable) & 2I-Additional Safety Needs : This Change Order adds various items to the Contract to address differing site conditions for the City of Round Rock (CORR) water line work. The proposed CORR water line tie-in to the existing line at RM 1431 varied from what was shown in the plans, which required the removal of a concrete thrust block and installation of a different connection type. In addition, the removal of an existing water line near Wyoming Springs was necessary to install the proposed CORR water line. The CORR also requested blue tape to identify their water line and revised a gate valve, which required revised fabrication drawings. This Change Order also adds items to enhance the safety on the roadway.

Change Order Number	Approved	Cost This CO	Total COs
04	9/11/2024	$ 70,739.02	$ (2,261,565.84)

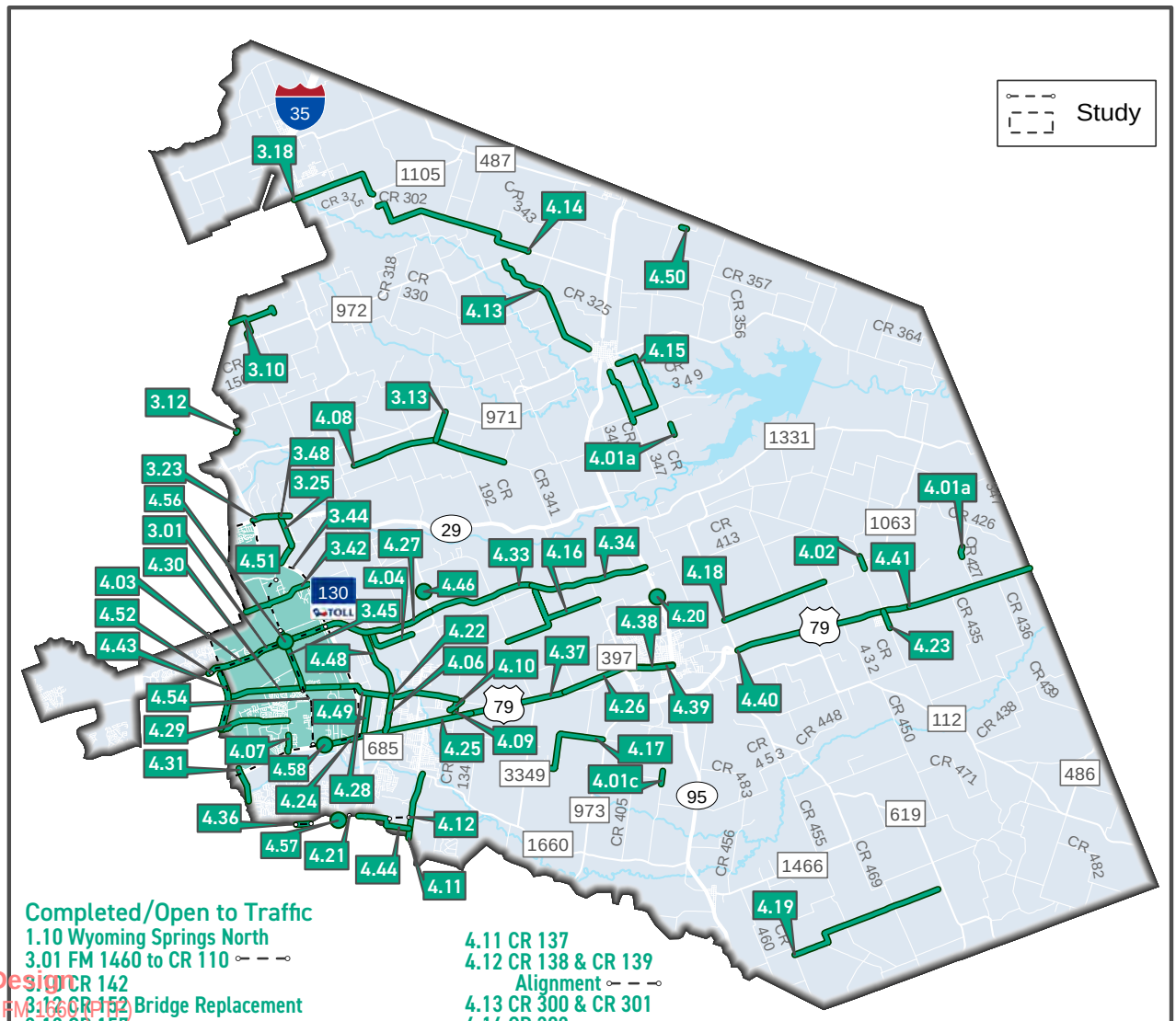
6. Untimely ROW/Utilities. 6B. Right-of-Way not clear (County responsible for ROW): This Change Order adds revised plans sheets and adjusts plan quantities for the proposed detention pond needed due to Parcel 60 acquisition not being finalized at the time of design. This Change Order also adds a new drainage item due to this redesign.

Change Order Number	Approved	Cost This CO	Total COs
05	9/11/2024	$ 68,580.18	$ (2,192,985.66)

1A. Design Error or Omission. Incorrect PS&E. & 2G. Differing Site Conditions. Unadjusted utility (unforeseeable): This Change Order adds items to compensate the contractor for field adjustments on the BCMUD water line alignment to solve conflicts with existing utilities within the BCMUD water plant and the realignment of the proposed water line at the SW corner of Sam Bass Rd and Tonkawa Trail to remain inside the Right-Of-Way limits. This Change Order also compensates the Contractor for installing additional water services requested by BCMUD and for repairing several leaks on the existing water line to maintain service to BCMUD customers.

Adjusted Price = $33,952,973.34

2000/2006 Road Bond Program Projects
Precinct 4 - Commissioner Boles



Completed/Open to Traffic

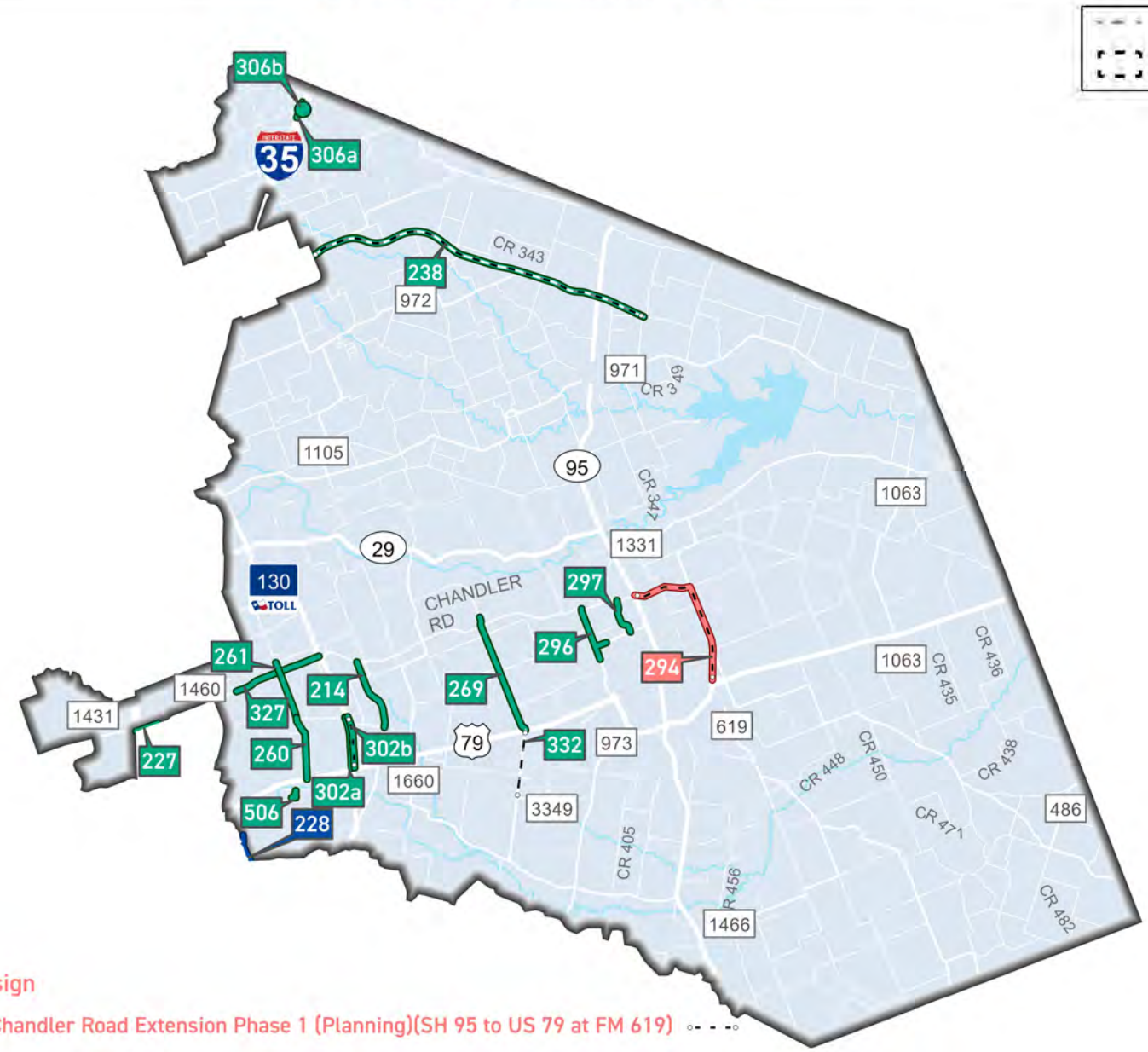
1.10 Wyoming Springs North
3.01 FM 1460 to CR 110 ⟜ – –⟜
3.12 CR 142
3.13 CR 157
3.18 CR 314
3.23 SH 29/CR 104 - Phase 1
3.25 CR 104 - Phase 2
3.42 CR 111 / CR 105 (Westinghouse Rd.) - FM 1460 to SH 130
3.44 CR 110 North (North of CR 107 to North of Sam Houston)
3.45 CR 110 Middle (North of Limmer Loop to CR 107) ⟜ – –⟜
3.48 SH 29 Widening - 12" Water Main Relocation
4.01a CR 427 Bridge Replacement
4.01b CR 390 Bridge Replacement
4.01c CR 406 Bridge Replacement
4.02 CR 424 Bridge Replacement
4.03 Chandler Road - Phase 1
4.04 CR 100
4.06 CR 119
4.07 CR 122 at US 79
4.08 CR 124
4.09 CR 132
4.10 CR 136
4.11 CR 137
4.12 CR 138 & CR 139 Alignment ⟜ – –⟜
4.13 CR 300 & CR 301
4.14 CR 302
4.15 CR 347 & CR 348
4.16 CR 368 & CR 369 (CR 101 to CR 366)
4.17 CR 404
4.18 CR 412
4.19 CR 466
4.20 FM 397 at SH 95 Signal
4.21 Gattis School Rd. ROW ⟜ – –⟜
4.22 Limmer Loop - Phase 1A
4.23 Thrall School Zone
4.24 US 79 - Section 1
4.25 US 79 - Section 2
4.26 US 79 - Section 3A
4.27 Chandler Rd. - Phase 2
4.28 Limmer Loop - Phase 1B
4.29 CR 113 / Old Settlers Blvd.
4.30 Limmer Loop - Phase 1C
4.31 Kenney Fort Boulevard - Phase 1
4.33 Chandler Rd. - Phase 3A
4.34 Chandler Rd. - Phase 3B
4.36 Gattis School Road ⟜ – –⟜
4.37 US 79 - Section 3 (PTF)
4.38 2nd Street Improvements
4.39 2nd Street Drainage Improvements
4.40 US 79 Section 5A (PTF)
4.41 US 79 Section 5B (PTF)
4.43 FM 1460 Section 2
4.44 CR 138
4.46 FM 1660 at Landfill Rd. (CR 128)
4.48 CR 119
4.49 CR 108
4.50 CR 351 at Donahoe Creek
4.51 CR 110 / Arterial A ⟜ – –⟜
4.52 University Blvd. (Chandler Rd.) Expansion ⟜ – –⟜
4.54 CR 110 South - (US 79 to Limmer Lp) ⟜ – –⟜
4.56 CR 110 at University Blvd. (Signal)
4.57 Gattis School Rd. at Winterfield Dr. (Signal)
4.58 Tradesman Park Crossing

In Design

4.35 FM 1660 (CR 122)

2013 ROAD BOND PROGRAM PROJECTS

Precinct 4 - Commissioner Boles



In Design

294 Chandler Road Extension Phase 1 (Planning)(SH 95 to US 79 at FM 619) ◦- - -◦

Under Construction/Bidding

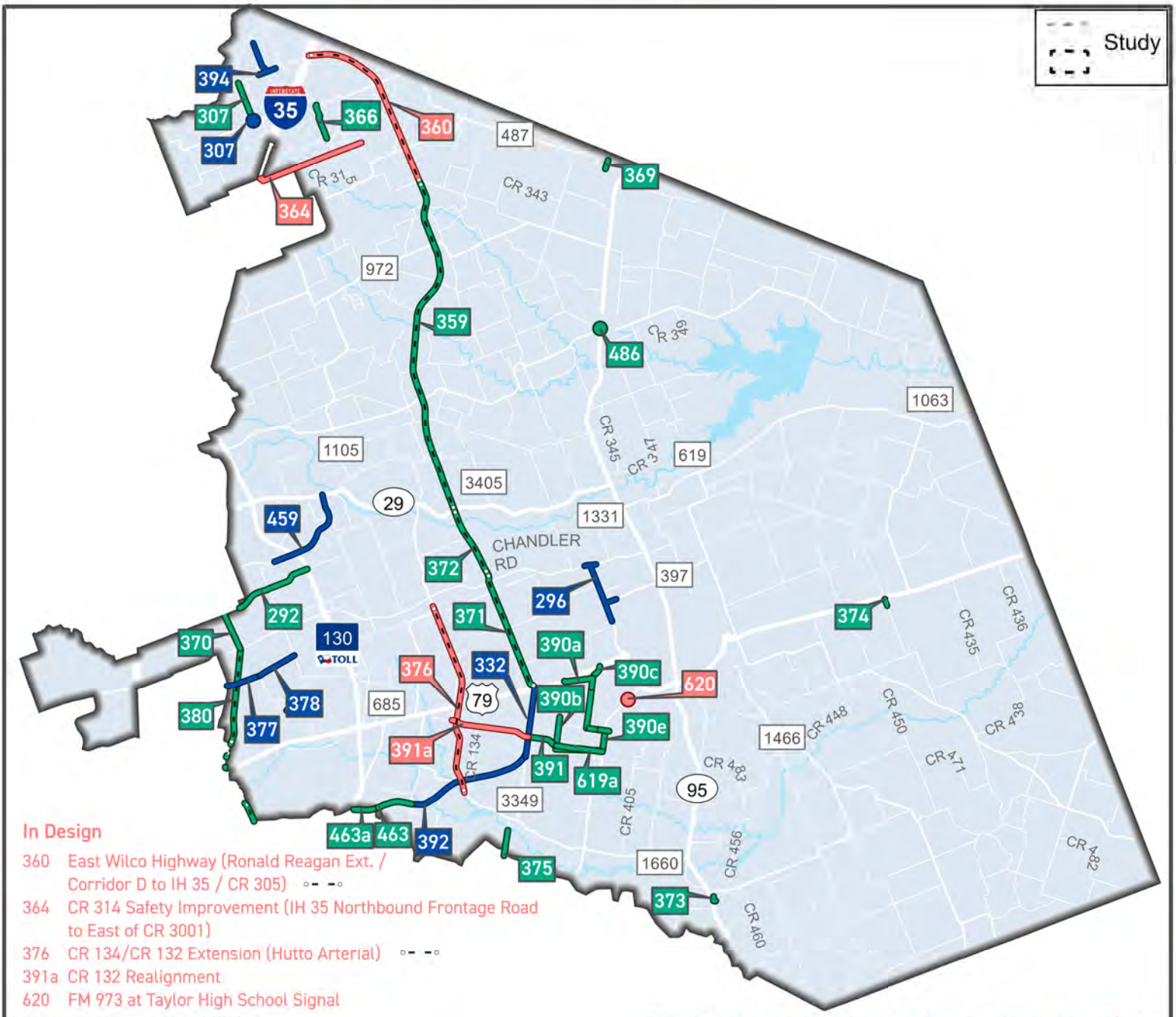
228 Kenney Fort Blvd Segments 2 and 3 (Forest Creek Boulevard to SH 45)

Completed/Open to Traffic

214 CR 119 (Limmer Loop to Chandler Road)
227 University Boulevard Widening (IH 35 to Sunrise Road)
238 Ronald Reagan Boulevard Extension Planning (IH 35 to SH 95) ◦- - -◦
260 CR 110 South (US 79 to Limmer Loop)
261 CR 110 Middle (Limmer Loop to CR 107)
269 CR 101 (US 79 to North of Chandler Road)
296 CR 366 Widening (Chandler Road to Carlos G. Parker Boulevard)
297 East Williamson County Park Road / Bill Pickett Trail (Carlos Parker Boulevard to Chandler Road)
302a SH 130 Frontage Roads Phase 3 (Southbound Frontage Road US 79 to Limmer Loop)
302b SH 130 Traffic Study ◦- - -◦
306a Relocation of 48" Williamson County Regional Raw Waterline - Line A
306b CR 305 at IH 35 Bridge Replacement
327 University Boulevard (Chandler Road) Expansion (FM 1460 to SH 130) ◦- - -◦
332 FM 3349/US 79 Interchange (US 79 to CR 404)
506 Oak Bluff and Greenfield Drainage Improvements

2019 ROAD BOND PROGRAM PROJECTS

Precinct 4 - Commissioner Boles



In Design

360 East Wilco Highway (Ronald Reagan Ext. / Corridor D to IH 35 / CR 305)

364 CR 314 Safety Improvement (IH 35 Northbound Frontage Road to East of CR 3001)

376 CR 134/CR 132 Extension (Hutto Arterial)

391a CR 132 Realignment

620 FM 973 at Taylor High School Signal

Under Construction/Bidding

296 CR 366 (Chandler Road to Carlos G Parker Boulevard Northwest)

307 Bud Stockton Extension Traffic Signal at FM 487

332 East Wilco Highway (FM 3349/US 79 Interchange) (US 79 to CR 404)

377 CR 112 Widening (FM 1460/A.W. Grimes to CR 117)

378 CR 112 Widening (CR 117 to CR 110)

381 Old Settlers Boulevard (North Red Bud Lane/CR 122 to CR 110)

392 East Wilco Highway (Southeast Loop Segment 2, Phase 1) (CR 137 to CR 404)

459 Corridor C / SH 29 Bypass (Sam Houston Avenue at Patriot Way to SH 29)

Completed/Open to Traffic

292 CR111/CR105 Westinghouse (FM 1460 to SH 130)

307 Bud Stockton Extension (CR 305 to FM 487)

359 East Wilco Highway (Future SH 29 to Ronald Reagan Extension/ Corridor D

366 CR 332 Realignment (South of FM 487 to North of CR 313)

369 Bartlett Project (Cottrell Street)

370 MoKan (Georgetown Inner Loop to University Boulevard)

371 East Wilco Highway (US 79 to Chandler Rd/Corridor B2)

372 East Wilco Highway (Future SH 29 to Chandler Rd)

373 Coupland Street Project (S. Broad & Muery Streets)

374 Thrall Street Project - S Bounds Street

375 CR 129 (South of Brushy Creek to North of the South Williamson County Line)

380 MoKan (University Boulevard to SH 45)

390a CR Improvements and Paving (CR 401, CR 402, CR 404)

390b CR 404 Hutto Water Line Realignment (Along future CR 404, from CR 404 to CR 404 at FM 973)

390c CR 401/CR 404 Improvements (US 79 to CR 404)

390e CR 404 at FM 973 (CR 404)

391 Samsung Highway (CR 404 Realignment) (CR 404 to FM 3349)

394 CR 307 Reconstruction (CR 307 North of CR 305 Jarrell)

463 East Wilco Highway (Southeast Loop Segment 1, Phase 1) (CR 138 to CR 137)

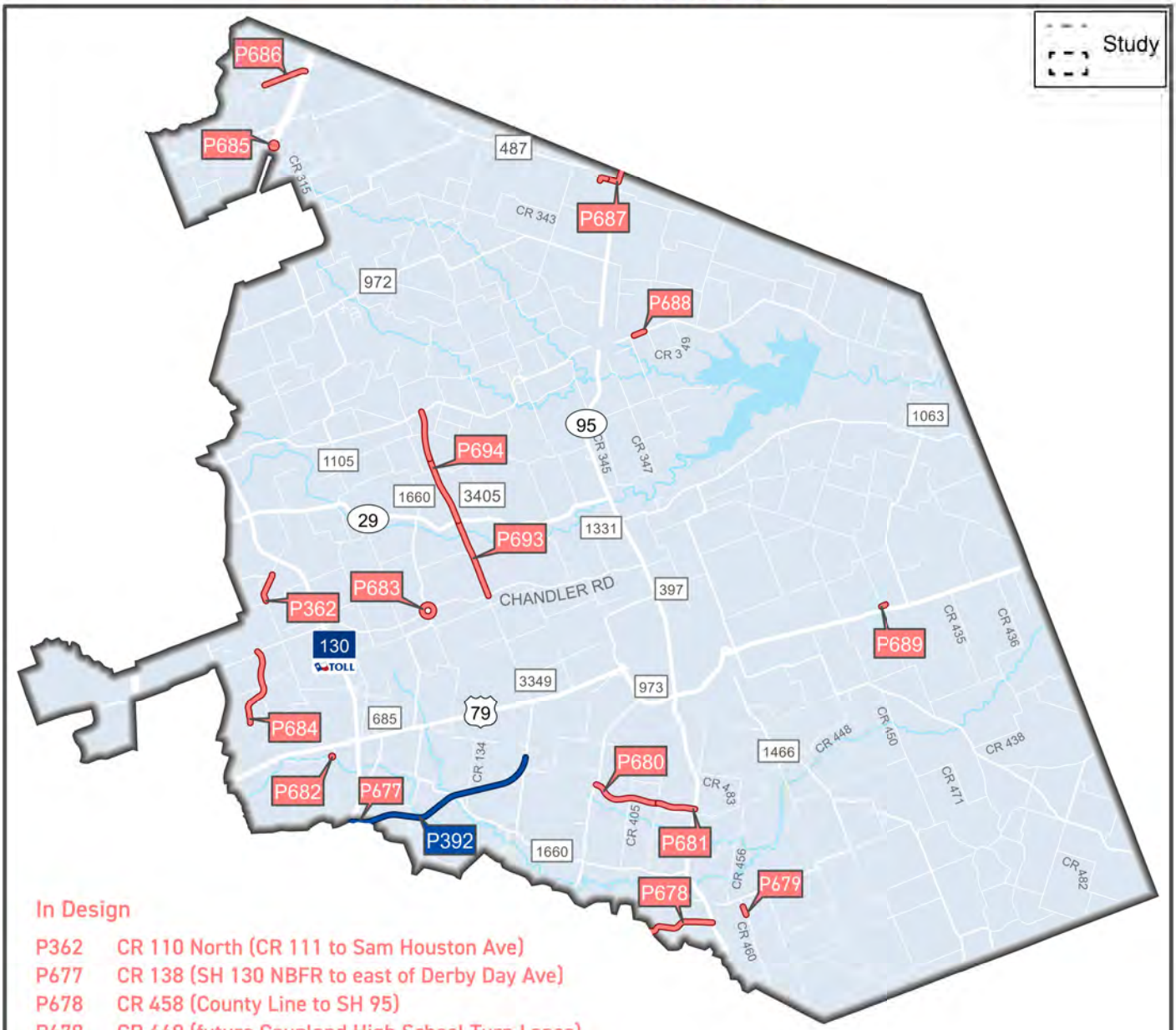
463a CR 138 Right Turn Lane at SH 130

486 Granger Project (Davilla Street Culvert) (Davilla Street to N Walton Street)

619a Samsung Highway (Future County Road) (CR 404 to FM 973)

2023 ROAD BOND PROGRAM PROJECTS

Precinct 4 - Commissioner Boles



In Design

P362 CR 110 North (CR 111 to Sam Houston Ave)
P677 CR 138 (SH 130 NBFR to east of Derby Day Ave)
P678 CR 458 (County Line to SH 95)
P679 CR 460 (future Coupland High School Turn Lanes)
P680 Corridor A2 (FM 973 to CR 406)
P681 Corridor A2 (CR 406 to SH 95)
P682 CR 123 (Brushy Creek)
P683 Chandler Road (FM 1660 Overpass)
P684 Kenney Fort Boulevard - Segments 5 & 6 (Old Settlers Boulevard to North of University Boulevard)
P685 Sonterra Boulevard (IH-35 Frontage Road and Sonterra Blvd Intersection)
P686 CR 305 (IH 35 to CR 307)
P687 Salt Lake, Brook, Front Street (Salt Lake Street to Clark Street)
P688 FM 971 (future Granger High School Turn Lanes)
P689 North Barker Street (CR 424 to east end of North Barker Street)
P693 East Wilco Highway (Segment 5) (Chandler Road to SH 29)
P694 East Wilco Highway (Segment 6) (Future SH 29 to FM 971)

Under Construction/Bidding

P392 East Wilco Highway (Southeast Loop - Segment 2)(Corridor E1) (Construction)(CR 137 south of Hutto and CR 404)

Project Name: East Wilco Highway (Southeast Loop, Segment 1)
Project No. T3346

Original Contract Price = $11,526,789.09

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
3/30/2021	4/27/2021	7/12/2021	7/19/2021	8/31/2023			534	24	558

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	7/19/2021	8/31/2021	44	$767,411.06	$767,411.06	$85,267.90	$85,267.90	7	8
2	9/1/2021	9/30/2021	30	$328,739.28	$1,096,150.34	$36,526.58	$121,794.48	10	13
3	10/1/2021	10/31/2021	31	$221,811.16	$1,317,961.50	$24,645.69	$146,440.17	12	19
4	11/1/2021	11/30/2021	30	$278,008.69	$1,595,970.19	$30,889.85	$177,330.02	15	24
5	12/1/2021	12/31/2021	31	$331,070.23	$1,927,040.42	$36,785.58	$214,115.60	18	30
6	1/1/2022	1/31/2022	31	$624,535.89	$2,551,576.31	$69,392.88	$283,508.48	23	35
7	2/1/2022	2/28/2022	28	$352,666.85	$2,904,243.16	$39,185.20	$322,693.68	27	40
8	3/1/2022	3/31/2022	31	$815,310.79	$3,719,553.95	$90,590.09	$413,283.77	34	46
9	4/1/2022	4/30/2022	30	$741,856.71	$4,461,410.66	$82,428.53	$495,712.30	41	51
10	5/1/2022	5/31/2022	31	$625,433.98	$5,086,844.64	$69,492.66	$565,204.96	46	57
11	6/1/2022	6/30/2022	30	$498,845.27	$5,585,689.91	$55,427.25	$620,632.21	51	62
12	7/1/2022	7/31/2022	31	$521,580.90	$6,107,270.81	$57,953.44	$678,585.65	56	68
13	8/1/2022	8/31/2022	31	$672,002.44	$6,779,273.25	$74,666.93	$753,252.58	62	73
14	9/1/2022	9/30/2022	30	$936,075.41	$7,715,348.66	$104,008.38	$857,260.96	70	79
15	10/1/2022	10/31/2022	31	$851,880.44	$8,567,229.10	-$406,354.16	$450,906.80	74	84
16	11/1/2022	11/30/2022	30	$625,071.12	$9,192,300.22	$32,898.48	$483,805.28	80	90
17	12/1/2022	12/31/2022	31	$290,510.48	$9,482,810.70	$15,290.02	$499,095.30	82	95
18	1/1/2023	1/31/2023	31	$55,998.20	$9,538,808.90	$2,947.27	$502,042.57	83	101
19	2/1/2023	2/28/2023	28	$161,924.00	$9,700,732.90	$8,522.32	$510,564.89	84	106
20	3/1/2023	3/31/2023	31	$291,588.78	$9,992,321.68	$15,346.78	$525,911.67	86	111
21	4/1/2023	4/30/2023	30	$160,641.77	$10,152,963.45	$8,454.83	$534,366.50	88	117
22	5/1/2023	5/31/2023	31	$79,909.01	$10,232,872.46	$4,205.73	$538,572.23	98	122
23	6/1/2023	6/30/2023	30	$355,060.22	$10,587,932.68	$18,687.38	$557,259.61	92	128
24	7/1/2023	7/31/2023	31	$61,540.97	$10,649,473.65	$3,239.00	$560,498.61	92	133
25	8/1/2023	8/31/2023	31	$316,670.90	$10,966,144.55	$16,666.89	$577,165.50	95	139
26	9/1/2023	9/30/2023	0	$84,593.72	$11,050,738.27	$4,452.30	$581,617.80	96	139
27	10/1/2023	10/31/2023	0	$8,808.52	$11,059,546.79	$463.61	$582,081.41	96	139

10/31/2024 Comments - Closeout is underway.

Change Order Number	Approved	Cost This CO	Total COs
01	8/3/2021	$ 148,710.35	$ 148,710.35

6B. This Change Order adds the installation of barbed wire fence and gates along the north and south sides of the right of way on the Wolfe property. The Contractor will not be able to start work until the fence is installed. Twenty four (24) days are being added to the contract to compensate the contractor for this impact.

Change Order Number	Approved	Cost This CO	Total COs
02	10/4/2022	$73,007.39	$221,717.74

2C. Differing site conditions (Unforeseeable). New development (conditions changing after PS&E completed): This Change Order documents various changes to the contract related to new developer and Church driveways on the west end of the project. 3F. County Convenience. Additional work desired by the County: In addition to the driveways, the bridge rail was changed along the bridge to a more appealing look. 1B. Design Error or Omission. Other: Additional excavation was needed in Pond 21 to create more volume and line EA had to be adjusted for optimum flow along Wall 4.

Change Order Number	Approved	Cost This CO	Total COs
03	2/28/2023	$177,807.62	399,525.36

1A. Incorrect PS&E. This Change Order replaces the SGT and MBGF with Crash Cushion Attenuators on the proposed eastbound lane at both bridges due to them not being able to be installed per plan because of the post locations being in the MSE rock backfill. 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order also compensates the contractor for replacing a portion of an existing concrete driveway that needed to be removed to install the 48in RCP on Line B35.

Change Order Number	Approved	Cost This CO	Total COs
04	3/28/2023	156,231.96	555,757.32

2. Differing Site Conditions (Unforeseeable) 2E: Miscellaneous difference in site conditions (unforeseeable)(Item 9): This Change Order is adding items to the Contract that have been previously paid for under the existing Force Account line item.

Change Order Number	Approved	Cost This CO	Total COs
05	7/20/2023	1,093,581.24	1,649,338.56

1. Design Error or Omission. 1A: Incorrect PS&E. This Change Order addresses quantity revisions with the earthwork, roadway and various other bid items. The original quantities were incorrect in the Bid documents. The Engineer of Record re-calculated the quantities and provided revised numbers.

Change Order Number	Approved	Cost This CO	Total COs
06	9/27/2023	-1,015,961.92	633,376.64

3M. County Convenience. Other. Due to the existing utility conflicts impeding the remaining construction, this Change Order will remove all remaining work from Phases 2-4 from the project.

Adjusted Price = $12,160,165.73

Project Name: CR 401 Reconstruction Project
Project No. 22IFB57

Original Contract Price = $12,673,200.94

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
3/11/2022	3/22/2022	4/21/2022	5/2/2022	7/7/2023	6/12/2024		505	-70	435

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	4/14/2022	4/21/2022	0	$541,350.00	$541,350.00	$60,150.00	$60,150.00	5	0
2	4/22/2022	5/31/2022	30	$213,264.25	$754,614.25	$23,696.03	$83,846.03	6	7
3	6/1/2022	7/1/2022	31	$1,394,793.70	$2,149,407.95	$154,977.08	$238,823.11	17	14
4	7/2/2022	7/31/2022	30	$690,418.59	$2,839,826.54	$76,713.17	$315,536.28	23	21
5	8/1/2022	8/31/2022	31	$276,688.62	$3,116,515.16	$30,743.18	$346,279.46	25	28
6	9/1/2022	9/30/2022	30	$784,682.38	$3,901,197.54	$87,186.93	$433,466.39	31	35
7	10/1/2022	10/31/2022	31	$776,738.57	$4,677,936.11	$86,304.29	$519,770.68	37	42
8	11/1/2022	11/30/2022	30	$875,684.24	$5,553,620.35	$97,298.25	$617,068.93	44	49
9	12/1/2022	12/31/2022	31	$422,000.74	$5,975,621.09	$46,888.97	$663,957.90	48	56
10	1/1/2023	1/31/2023	31	$616,120.11	$6,591,741.20	$68,457.79	$732,415.69	52	63
11	2/1/2023	2/28/2023	28	$598,319.58	$7,190,060.78	$66,479.95	$798,895.64	57	70
12	3/1/2023	3/31/2023	31	$603,951.86	$7,794,012.64	$67,105.76	$866,001.40	62	77
13	4/1/2023	4/30/2023	30	$945,657.20	$8,739,669.84	-$406,018.78	$459,982.62	66	84
14	5/1/2023	5/31/2023	31	$1,082,327.54	$9,821,997.38	$56,964.61	$516,947.23	74	91
15	6/1/2023	6/30/2023	30	$1,195,677.91	$11,017,675.29	$62,930.42	$579,877.65	83	98
16	7/1/2023	7/31/2023	7	$760,493.51	$11,778,168.80	$40,025.97	$619,903.62	89	99
17	8/1/2023	8/31/2023	0	$16,945.32	$11,795,114.12	$891.86	$620,795.48	89	99
18	9/1/2023	9/30/2023	0	$543,436.59	$12,338,550.71	-$368,988.32	$251,807.16	90	99
19	10/1/2023	10/31/2023	0	$156,673.75	$12,495,224.46	$3,197.42	$255,004.58	91	99
20	11/1/2023	11/30/2023	0	$335,156.29	$12,830,380.75	$6,839.93	$261,844.51	94	99
21	12/1/2023	12/31/2023	0	$309,329.80	$13,139,710.55	$6,312.85	$268,157.36	96	99
22	1/1/2024	1/31/2024	0	$53,097.83	$13,192,808.38	$1,083.63	$269,240.99	96	99
23	2/1/2024	2/29/2024	0	$38,782.60	$13,231,590.98	$791.48	$270,032.47	96	99
24	3/1/2024	3/31/2024	0	$130,741.40	$13,362,332.38	$2,668.19	$272,700.66	97	99
25	4/1/2024	4/30/2024	0	$511.56	$13,362,843.94	$10.44	$272,711.10	98	99
26	5/1/2024	8/30/2024	0	$321,008.53	$13,683,852.47	$6,551.20	$279,262.30	100	99

10/31/2024 Comments - Closeout process is underway.

Change Order Number	Approved	Cost This CO	Total COs
01	9/15/2022	$ 13,315.52	$ 13,315.52

3G. County Convenience. Compliance requirements of new laws and/or policies. Revised the pavement section within the US 79 TxDOT ROW to meet their requirements and revised some signal phasing/timing at the proposed intersection of US 79 and CR 401.

Change Order Number	Approved	Cost This CO	Total COs
02	9/20/2022	$ 414,400.00	$ 427,715.52

4B. Third Party Accommodation. Third party requested work. This Change Order reduces the Contract Time by 70 days, from 505 Calendar days to 435 Calendar Days with a maximum incentive cap. This acceleration in the Contract Time is necessary, in order to meet the County's project delivery deadline of 7/31/2023.

Change Order Number	Approved	Cost This CO	Total COs
03	10/5/2022	$ 214,351.37	$ 642,066.89

3F. County Convenience. Additional work desired by the County. This Change Order changes the City of Taylor water line pipe material from ductile iron to PVC. This is necessary, due to the availability of materials.

Change Order Number	Approved	Cost This CO	Total COs
04	2/28/2023	$ 188,826.95	$ 830,893.84

2G. Differing in site conditions. Unadjusted Utility (Unforeseeable) This Change Order adds new items to the Contract to adjust the existing 16in City of Taylor water line on the north side of US 79 which is in conflict with the proposed pavement and ditch cuts. 4B. Third Party Requested Work. An additional 6in line and fire hydrant assembly are being added at the request of the City of Taylor.

Change Order Number	Approved	Cost This CO	Total COs
05	8/22/2023	$ -	$ 830,893.84

2. Differing Site Conditions. 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) This Change Order compensates the Contractor for additional work to the Jonah water line that had to be rerouted due to a conflict with the bore pit for the City of Taylor water line. A Force Account line item has been created to cover the cost of the repair to the Jonah water line.

Change Order Number	Approved	Cost This CO	Total COs
06	12/19/2023	$399,968.56	$ 1,230,862.40

2E. Miscellaneous difference in site conditions (unforeseeable). Due to changing conditions in the field, certain items required quantity adjustments. 2I. Additional safety needs (unforeseeable). Additional small signs were added for safety concerns near the railroad crossing. This Change Order also adds items for crash cushion repairs needed due to the damage that occurred during construction.

Change Order Number	Approved	Cost This CO	Total COs
07	1/30/2024	$137,831.49	$ 1,368,693.89

2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order adjusts quantities in the Contract due to unforeseen conditions that were identified in the field. This Change Order also adds additional items to the Contract for work being performed in and around the UPRR ROW per requirements.

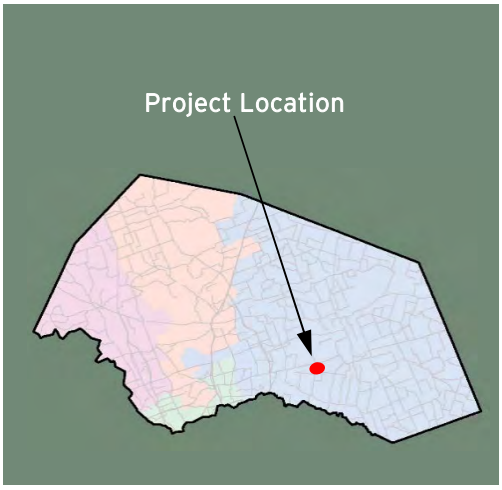
Change Order Number	Approved	Cost This CO	Total COs
08R	6/18/2024	71,380.34	1,440,074.23

1. Design Error or Omission. 1B Other: This Change Order adds items to the Contract to compensate the contractor for extended overhead, stand-by time, and additional mobilization cost due to additional UPRR jack & bore requirements. This Change Order also adds an item to install, flush, remove, and return a fire hydrant to the City of Taylor. 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9): This Change Order also provides the final balancing for the overruns/underruns of Contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans.

Change Order Number	Approved	Cost This CO	Total COs
09R	10/8/2024	-150,160.51	1,289,913.72

2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9): This Change Order provides the final balancing for the overruns/underruns of Contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans. This Change Order also adds a quantity for Extended Overhead due to a UPRR delay.

Adjusted Price = $13,963,114.66



East Wilco Highway (FM 3349 at US 79)
(FM 3349 from US 79 to CR 404 and new interchange on US 79 at FM 3349 and CR 101)

Project Length: 4.108 Miles
Roadway Classification: Rural Major Collector

Project Schedule: October 2022 - Summer 2025 (Roadwork)
Estimated Construction Cost: $84 Million

OCTOBER 2024 IN REVIEW

10/4/24: James Construction Group (JCG) continued installation of rock riprap behind backless inlets and culverts along the northbound and southbound frontage roads. Subcontractor Austin Traffic Signal drilled and poured concrete for various illumination pole drill shafts and ground boxes throughout the project.

10/11/24: JCG continued construction of the U-Turns on both sides of US 79. JCG continued forming and pouring backless inlets along the southbound frontage road throughout the project.

10/18/24: JCG continued processing embankment and flexible base along the on the north side of US 79. Subcontractor Patin Construction continued pouring concrete riprap at the southbound frontage road drainage swale south of the existing CR 132 and directly north of the Jughandle Crossover.

10/25/24: JCG poured columns for Bent 8 on the southbound frontage bridge and poured the deck for spans 3 and 4 on the northbound frontage road bridge. Subcontractor Pike began work on overhead electrical lines north of US 79.

Design Engineer: HDR
Contractor: James Construction
Construction Observation:
Asif Mirzazada, HNTB

Williamson County
Road Bond Program

Project Name: East Wilco Highway (FM 3349 at US 79)
Project No. 22IFB139 Original Contract Price = $81,941,038.13

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
8/24/2022	9/26/2022	10/6/2022	10/17/2022				1394		1394

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	10/18/2022	11/25/2022	39	$755,690.77	$755,690.77	$0.00	$0.00	1	2
2	11/26/2022	12/25/2022	30	$5,128,955.59	$5,884,646.36	$0.00	$0.00	7	0
3	12/26/2022	1/25/2023	31	$1,448,580.10	$7,333,226.46	$0.00	$0.00	9	7
4	1/26/2023	2/25/2023	31	$1,272,882.90	$8,606,109.36	$0.00	$0.00	10	9
5	2/26/2023	3/25/2023	28	$2,922,159.15	$11,528,268.51	$0.00	$0.00	14	11
6	3/26/2023	4/25/2023	31	$1,453,458.85	$12,981,727.36	$0.00	$0.00	15	14
7	4/26/2023	5/25/2023	30	$1,672,497.88	$14,654,225.24	$0.00	$0.00	17	16
8	5/26/2023	6/25/2023	31	$3,188,150.58	$17,842,375.82	$0.00	$0.00	21	18
9	6/26/2023	7/25/2023	30	$2,251,767.13	$20,094,142.95	$0.00	$0.00	24	20
10	7/26/2023	8/25/2023	31	$2,453,925.93	$22,548,068.88	$0.00	$0.00	27	22
11	8/26/2023	9/30/2023	36	$4,580,138.95	$27,128,207.83	$0.00	$0.00	32	25
12	10/1/2023	10/25/2023	25	$3,017,528.73	$30,145,736.56	$0.00	$0.00	36	27
13	10/26/2023	11/25/2023	31	$2,172,558.80	$32,318,295.36	$0.00	$0.00	38	29
14	11/26/2023	12/25/2023	30	$1,638,115.30	$33,956,410.66	$0.00	$0.00	40	31
15	12/26/2023	1/25/2024	31	$4,633,009.82	$38,589,420.48	$0.00	$0.00	46	33
16	1/26/2024	2/25/2024	31	$4,487,381.38	$43,076,801.86	$0.00	$0.00	51	36
17	2/26/2024	3/25/2024	29	$3,973,465.64	$47,050,267.50	$0.00	$0.00	56	38
18	3/26/2024	4/25/2024	31	$1,993,459.10	$49,043,726.60	$0.00	$0.00	58	40
19	4/26/2024	5/25/2024	30	$1,414,938.37	$50,458,664.97	$0.00	$0.00	60	42
20	5/26/2024	6/25/2024	31	$3,026,457.98	$53,485,122.95	$0.00	$0.00	64	44
21	6/26/2024	7/25/2024	30	$832,712.20	$54,317,835.15	$0.00	$0.00	65	46
22	7/26/2024	8/25/2024	31	$1,793,923.46	$56,111,758.61	$0.00	$0.00	67	49
23	8/26/2024	9/25/2024	31	$940,489.83	$57,052,248.44	$0.00	$0.00	68	51
24	9/26/2024	10/25/2024	30	$1,765,660.58	$58,817,909.02	$0.00	$0.00	70	53

10/31/2024 Comments - James Construction Group (JCG) continued excavating and removing material from the drainage swale at the project's north tie-in to CR 101 and continued constructing the U-turns on both sides of US 79. JCG continued processing embankment and flexible base along the northbound and southbound frontage roads on the north side of US 79. JCG poured columns for Bent 8 on the southbound frontage road bridge and poured the deck for spans 3 and 4 on the northbound frontage road bridge. JCG began pouring the remaining columns within the UPRR right-of-way. Subcontractor Austin Traffic Signal continued work for illumination conduit along the southbound frontage road south of US 79. Subcontractor Patin Construction continued pouring concrete riprap at various locations throughout the project and continued pouring curb and gutter tie-ins to existing backless inlets. Subcontractor Pike began work on overhead electrical lines north of US 79.

Change Order Number	Approved	Cost This CO	Total COs
01	4/25/2023	925,354.41	925,354.41

3. County Convenience. 3L Revising safety work/measures desired by the County: This Change Order provides funds to compensate the contractor for installing safety improvements on US 79 until the permanent overpasses are built. By installing these traffic control measures the drivers traveling north bound on FM 3349 can no longer proceed straight or make a left turn at the US 79 intersection. The same will apply for traffic traveling south on CR 101. Drivers will need to make a right turn on US 79

Change Order Number	Approved	Cost This CO	Total COs
02	4/25/2023	82,000.00	1,007,354.41

3. County Convenience. 3L Revising safety work/measures desired by the County: The original bid item 36-inch Ductile Iron Pipe has long lead time of material procurement and is not readily available. Contractor proposed two options with shorter lead time to the City of Hutto as alternatives. City of Hutto has approved option 2, which is 36-inch PVC DR 18 pipe as an alternative with $82,000 increase in cost to the current item and allows contractor to procure material quicker. The cost of this material change is 100% reimbursable by the City of Hutto.

Change Order Number	Approved	Cost This CO	Total COs
03	7/20/2023	195,302.81	1,202,657.22

3. County Convenience. 3F Additional work desired by the County: This Change Order compensates the contractor for installing one steel utility sleeve casing 24 inches in diameter on FM 3349 at station 421+00.

Change Order Number	Approved	Cost This CO	Total COs
04	8/8/2023	-472,492.20	730,165.02

3. County Convenience. 4D Other "Deletion of work requested by the City of Hutto": This Change Order eliminates City of Hutto 16-inch water main line relocations project and 50 LF of 16-inch water line relocation under City of Hutto water line casing project from the original scope of work. The omission of work was requested by the City of Hutto. The cost for restocking of the ordered material and any other related fee is 100% reimbursable by the City of Hutto.

Change Order Number	Approved	Cost This CO	Total COs
05	0/14/23	-5,274.97	724,890.05

5. Contractor Convenience. 5E Other: This Change Order is to revise the Stone Riprap material cost due to a material substitution request from the contractor. James Construction proposed material that has a specific gravity below the Contract requirements but has been accepted by TxDOT in other projects. The EOR approved the use of this material and recommended a reduction in price. This Change Order will result in a cost savings for the proposed material. This Change Order also adds new items to the Contract to pay the Contractor for additional work that was originally paid under the Force Account Line item.

Change Order Number	Approved	Cost This CO	Total COs
06	10/20/2023	130,053.00	854,943.05

3. County Convenience. 3F Additional work desired by the County: This Change Order compensates the contractor for upsizing 562 LF of 12-inch PVC pipe and fittings to 16-inch PVC pipe for the Jonah waterline project due to increased demand. The decision to upsize the pipe was at Jonah's request and will be 100% funded by the Jonah Water Special Utility District.

Change Order Number	Approved	Cost This CO	Total COs
07	10/20/2023	661,031.30	1,515,974.35

3F. Additional work desired by the County : This Change Order compensates the contractor for installing southbound frontage road right turn lane at FM 3349 for City of Hutto Mega Site. This work was requested by the City of Hutto and is 100% reimbursable by the City of Hutto.

Change Order Number	Approved	Cost This CO	Total COs
08	10/20/2023	327,321.48	1,843,295.83

1. Design Error or Omission. 1B. Other: This Change Order compensates the contractor for installation of 280 linear feet of 36-inch Ductile Iron (DI) pipe for City of Hutto water line project, instead of the previously specified 36-inch PVC pipe. This adjustment is required for the 48-inch bored steel casing under FM 3349 and the transition to a 56-inch casing for the open cut section. This modification was requested by and is 100% reimbursable by the City of Hutto.

Change Order Number	Approved	Cost This CO	Total COs
09	1/30/2024	-368,749.53	1,474,546.30

5. Contractor Convenience. 5A Contractor exercises option to change the traffic control plan: This Change Order revises the as-bid Traffic Control Plan (TCP) and construction phasing of the FM 3349 project. The modified TCP allows the Contractor to work on both, the North Bound and South Bound Frontage Roads simultaneously. The changes to the TCP and construction phasing do not impact the project’s completion date and results in savings on several contract items.

Change Order Number	Approved	Cost This CO	Total COs
10	1/30/2024	67,965.30	1,542,511.60

4. Third Party Accommodation. 4B. Third party requested work: This Change Order compensates the Contractor for installing 390 LF of 4-inch steel casing with 1.5" HDPE water service line and fittings for the Jonah waterline project on FM 3349 at station 475+50. This work was requested by the Jonah Water Special Utility District and is 100% reimbursed by the Jonah Water Special Utility District.

Change Order Number	Approved	Cost This CO	Total COs
11	2/1/2024	271,902.72	1,814,414.32

3. County Convenience. 3F. Additional work desired by the County: This Change Order provides compensation to the Contractor for the installation of a 24-inch Steel Encasement Sleeve spanning 470 linear feet in the Jonah water line project on FM 3349 at station 426+51. The sleeve is part of the Williamson County real estate agreement executed during the ROW acquisition.

Change Order Number	Approved	Cost This CO	Total COs
12	4/16/2024	64,791.00	1,879,205.32

1. Design Error or Omission - 1A. Incorrect PS&E. 4B. Third party requested work: This Change Order provides compensation to the Contractor for modifying the length and elevation of the Jonah water line under US79 and UPRR tracks, and for abandoning the existing 2-lnch Jonah water line located within the UPRR ROW on the south side of US79.

Change Order Number	Approved	Cost This CO	Total COs
13	4/16/2024	82,301.65	1,961,506.97

2. Differing Site Conditions (unforeseeable) 2I. Additional safety needs: This Change Order provides compensation to the Contractor for performing pavement repairs, within the project limits, on the existing FM 3349 roadway. The repairs include fixing ruts and cracks and repairing a crash cushion and MBGF damaged by the public. This Change Order also adds new items to install additional small signs to improve safety on the CR 101 (Jughandle Road), pay for off duty police officers, and locating an existing utility line.

Change Order Number	Approved	Cost This CO	Total COs
14	4/16/2024	101,248.22	2,062,755.19

2C. New Development (Conditions Changing After PS&E Completed). This Change Order provides compensation to the Contractor for relocating box culvert No. 4 on the southbound frontage road, to accommodate the location of the new City of Hutto street (Spine Road). The culvert and crossover to FM 3349 were moved approximately 36ft. to the north to align with the centerline of the Spine Road.

Change Order Number	Approved	Cost This CO	Total COs
15	7/16/2024	24,513.18	2,087,268.37

2. Differing Site Conditions (unforeseeable). 2C. New development (conditions changing after PS&E completed). This Change Order provides compensation to the Contractor for additional construction surveying, traffic control management, and low production asphalt placement due to the different site conditions on driveway No. 5 of the northbound frontage road.

Change Order Number	Approved	Cost This CO	Total COs
16	7/16/2024	35,324.07	2,122,592.44

2. Differing Site Conditions (unforeseeable) 2I. Additional safety needs: This Change Order provides compensation to the Contractor for performing pavement repairs, within the project limits, on the existing US 79 eastern turnaround roadway. The repairs include removal of existing failed asphalt surface and flex base areas and replacing it with full depth hot mixed asphalt.

Change Order Number	Approved	Cost This CO	Total COs
17	7/16/2024	11,849.07	2,134,441.51

1. Design Error or Omission 1A. Incorrect PS&E: This Change Order provides compensation to the Contractor for abandoning the water well and removing the pump house, ancillary pipes and fittings, electrical power supply, concrete slab, and performing dirt work within the project right-of-way (ROW) and the Jonah SUD water line easement. The roadway plans do not show the well, and the Jonah water line plans include a note stating, "County to coordinate abandonment of structure with property owner." However, a pay item was not included in the original Contract.

Change Order Number	Approved	Cost This CO	Total COs
18	8/13/2024	18,623.43	2,153,064.94

2. Differing Site Conditions. 2G Unadjusted Utility (unforeseeable): This Change Order compensates the Contractor for modifying the jacked & bored and open trench sections of the Jonah 36-in steel encased water line on Line A. During construction, a newly installed gas line along the northside of US 79 was found to be in conflict with the proposed water line. To clear the conflict, the jacked & bored section of the water line was lowered by 5 ft. This change created the need for additional shoring and material handling, and fittings to return the water line to its original elevation before continuing with the open cut section. To mitigate the cost, Jonah SUD provided revised plan sheets reducing the length of the jacked & bore section and increasing the length of the open cut section. The unused steel casing and spacers were delivered to Jonah SUD for future use.

Change Order Number	Approved	Cost This CO	Total COs
19	8/13/2024	9,869.00	2,162,933.94

1. Design Error or Omission. 1A Incorrect PS&E : This Change Order compensates the Contractor for replacing the bridge blister anchor bolts for the illumination poles on the northbound and southbound bridges. The as-bid plan set specified the incorrect type of base plate and anchor bolts for the bridge mounted poles. The Contractor submitted an RFI proposing to use the specified base plates with the correct type of anchor bolts. The Engineer of Record (EOR) reviewed the request and agreed with the Contractor's proposal. As a result of this change, 27 previously approved and fabricated anchor bolt sets, will be replaced with the correct type for the specified illumination poles. The supplier did not give the Contractor the option to pay a re-stocking fee for the original anchor bolts. Therefore, 27 anchor bolts will be delivered to Wilco maintenance yard to be used in future projects.

Adjusted Price = $84,103,972.07

Project Name: CR 366 Reconstruction (Chandler Road to Carlos G. Parker Boulevard)
Project No. 22IFB138 Original Contract Price = $17,694,262.46

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
8/31/2022	9/28/2022	12/27/2022	1/6/2023	8/23/2024	10/10/2024		515		515

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	1/6/2023	2/28/2023	54	$1,184,919.53	$1,184,919.53	$131,657.73	$131,657.73	7	10
2	3/1/2023	3/31/2023	31	$220,649.15	$1,405,568.68	$24,516.57	$156,174.30	9	17
3	4/1/2023	4/30/2023	30	$195,624.79	$1,601,193.47	$21,736.09	$177,910.39	10	22
4	5/1/2023	5/31/2023	31	$540,591.96	$2,141,785.43	$60,065.77	$237,976.16	13	28
5	6/1/2023	6/30/2023	30	$1,603,804.24	$3,745,589.67	$178,200.47	$416,176.63	23	34
6	7/1/2023	7/31/2023	31	$781,944.84	$4,527,534.51	$86,882.76	$503,059.39	28	40
7	8/1/2023	8/31/2023	31	$1,589,668.07	$6,117,202.58	$176,629.79	$679,689.18	38	46
8	9/1/2023	9/30/2023	30	$933,910.69	$7,051,113.27	$103,767.85	$783,457.03	44	52
9	10/1/2023	10/31/2023	31	$448,939.28	$7,500,052.55	$49,882.14	$833,339.17	46	58
10	11/1/2023	11/30/2023	30	$314,298.57	$7,814,351.12	$34,922.07	$868,261.24	48	64
11	12/1/2023	12/31/2023	31	$413,086.23	$8,227,437.35	$45,898.47	$914,159.71	51	70
12	1/1/2024	1/31/2024	31	$452,008.26	$8,679,445.61	$50,223.14	$964,382.85	54	76
13	2/1/2024	2/29/2024	29	$653,498.36	$9,332,943.97	$72,610.92	$1,036,993.77	58	82
14	3/1/2024	3/31/2024	31	$1,806,457.71	$11,139,401.68	-$450,709.47	$586,284.30	65	88
15	4/1/2024	4/30/2024	30	$1,982,213.76	$13,121,615.44	$104,327.04	$690,611.34	77	93
16	5/1/2024	5/31/2024	31	$493,857.95	$13,615,473.39	$25,992.52	$716,603.86	80	99
17	6/1/2024	6/30/2024	30	$581,362.25	$14,196,835.64	$30,598.02	$747,201.88	83	105
18	7/1/2024	7/31/2024	31	$412,312.68	$14,609,148.32	$21,700.66	$768,902.54	88	111
19	8/1/2024	8/31/2024	23	$1,634,444.26	$16,243,592.58	$86,023.39	$854,925.93	98	116
20	9/1/2024	9/30/2024	0	$660,945.77	$16,904,538.35	-$509,935.35	$344,990.58	99	116
21	10/1/2024	10/31/2024	0	$110,804.68	$17,015,343.03	$2,261.32	$347,251.90	100	116

10/31/2024 Comments - James Construction Group completed punch list items, project close-out is in progress.

Change Order Number	Approved	Cost This CO	Total COs
01	6/6/2023	$ 11,562.50	$ 11,562.50

1A. Design Error or Omission. Incorrect PS&E. : This change order adds the installation of the construction exits along CR 366 and FM 397 Carlos G Parker to access to the project site. The construction entrances or exits are to provide a stable pathway to keep the mud sediment off the public roads and improve safety.

Change Order Number	Approved	Cost This CO	Total COs
02	12/12/2023	$ 82,015.80	$ 93,578.30

2I: Additional safety needs (unforeseeable): This Change Orders provides funds to compensates the Contractor to implement a full closure of CR 366 until the completion of the project. The full closure is needed due to the severe rutting and pavement failures the road experienced after construction started. Williamson County and the City of Taylor agreed to close the road to through traffic and implement a detour route to improve the safety of the traveling public and facilitate the construction of the new road. 2E: Miscellaneous difference in site conditions (unforeseeable)(Item 9): This Change Order also creates new contract items for mowing and potholing to locate unmarked utilities within the project limits.

Change Order Number	Approved	Cost This CO	Total COs
03	5/7/2024	71,050.63	164,628.93

2I. Additional safety needs (unforeseeable): This Change Order compensates the Contractor for various items paid under Force Account to address required additional safety improvements, repairs to the existing CR 366, and potholing to locate existing fiber optic lines. 3F. Additional work desired by the County: This Change Order also compensates the Contractor for widening a driveway on CR 369, replacing unsuitable material on CR 366, installing an underdrain pipe, removing Oncor poles on CR 366 and FM 397, and paying off duty police officers.

Change Order Number	Approved	Cost This CO	Total COs
04	9/12/2024	67,778.02	232,406.95

1B. Design Error or Omission. Other.: This Change Order adds striping items to the Contract that were not included in the bid tabs or the original plans.

Adjusted Price = $17,926,669.41

Project Name: Bud Stockton Extension (CR 305 to FM 487)
Project No. 23IFB13

Original Contract Price = $5,917,275.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
12/12/2022	12/20/2022	1/3/2023	2/9/2023	8/14/2023			177	6	183

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	2/1/2023	2/28/2023	16	$173,685.65	$173,685.65	$19,298.41	$19,298.41	3	9
2	3/1/2023	3/31/2023	31	$509,598.69	$683,284.34	$56,622.07	$75,920.48	13	26
3	4/1/2023	4/30/2023	30	$596,757.76	$1,280,042.10	$66,306.42	$142,226.90	25	42
4	5/1/2023	5/31/2023	31	$935,377.65	$2,215,419.75	$103,930.85	$246,157.75	43	59
5	6/1/2023	6/30/2023	30	$493,627.50	$2,709,047.25	$54,847.50	$301,005.25	52	75
6	7/1/2023	7/31/2023	31	$1,774,451.07	$4,483,498.32	$197,161.23	$498,166.48	86	92
7	8/1/2023	8/31/2023	14	$822,967.99	$5,306,466.31	-$218,878.78	$279,287.70	92	100
8	9/1/2023	9/30/2023	0	$220,970.36	$5,527,436.67	-$166,482.87	$112,804.83	98	100
9	10/1/2023	10/31/2023	0	$27,078.46	$5,554,515.13	$552.62	$113,357.45	98	100
10	11/1/2023	3/1/2024	0	$15,204.70	$5,569,719.83	$310.30	$113,667.75	99	100

10/31/2024 Comments - Awaiting vegetation establishment.

Change Order Number	Approved	Cost This CO	Total COs
01	3/7/2023	$ 35,830.59	$ 35,830.59

6D. Untimely ROW/Utilities. Other.: As part of the ROW Agreement, Williamson County is responsible for installing the new fence along the ROW. The Agreement was finalized after the design, so the items were not included in the bid documents. Also, temporary fence must be installed around the existing pond while the pond is being backfilled.

Change Order Number	Approved	Cost This CO	Total COs
02	8/23/2023	$ 97,110.00	$ 132,940.59

2. Differing Site Conditions (unforeseeable) 2E: Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order compensates the Contractor for performing full-depth repairs to the existing Bud Stockton Loop pavement prior to the 1-inch overlay of hot mix asphalt.

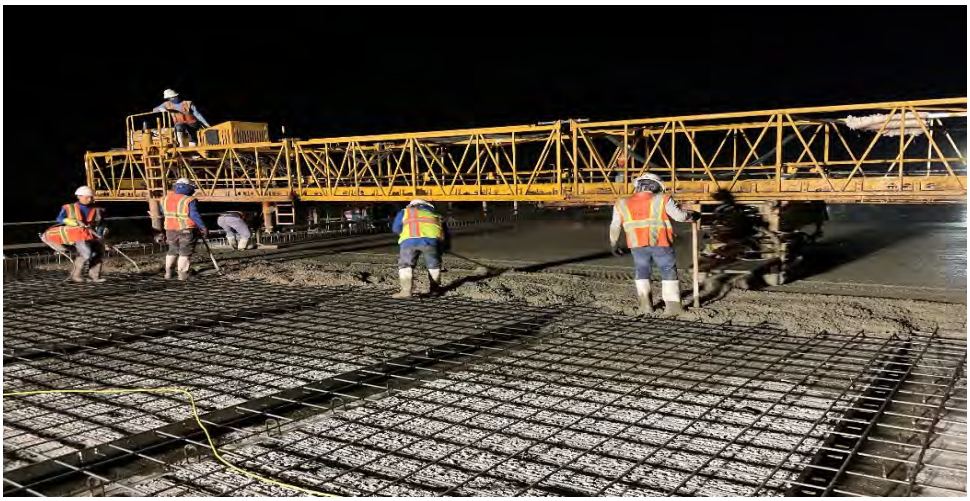
Change Order Number	Approved	Cost This CO	Total COs
03	2/14/2024	-292,169.97	-159,229.38

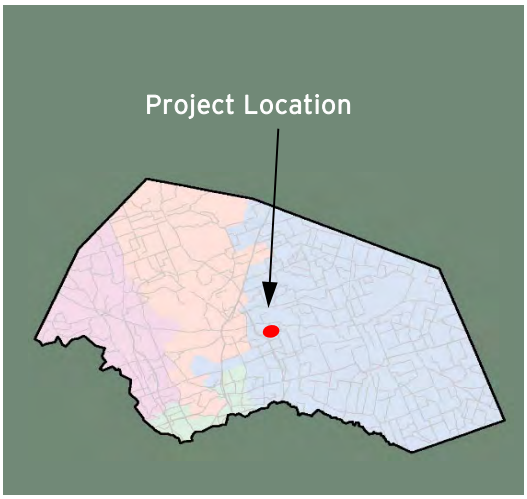
2E. Miscellaneous difference in site conditions (unforeseeable) (Item 9). This Change Order provides the final balancing for the overruns/underruns of Contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans. 2I. Additional safety needs (unforeseeable). Due to the new stop condition on FM 487, TxDot requested LED stop signs and rumble strips be installed to make a safer condition at the new all-way stop. 2J. Other: Installing a 6in sleeve for Jarrell ISD High School under their new driveway off of Bud Stockton.

Change Order Number	Approved	Cost This CO	Total COs
04	7/16/2024	2,905.00	-156,324.38

4.Third Party Accommodations. 4B. Third party requested work: This Change Order compensates the contactor for adding additional "T" post and tightening a portion of the newly installed fence along the Hawthorne Parcel and Wilco ROW.

Adjusted Price = $5,760,950.62





Corridor C / SH 29 Bypass
(Sam Houston Avenue at Patriot Way to SH 29)

Project Length: 2.3 Miles
Roadway Classification: Suburban Arterial

Project Schedule: October 2023 - Summer 2026
Estimated Construction Cost: $30.5 Million

OCTOBER 2024 IN REVIEW

10/4/24: Capital Excavation began tying deck rebar for spans 12-14 on the SH 130 Bridge. Capital formed and poured various concrete mow strips for the metal beam guard fences throughout the project and Subcontractor ESSI completed installation of metal beam guard fence throughout the project.

10/11/24: Capital Excavation poured concrete for spans 12-14 on the SH 130 Bridge. Subcontractor Lone Star Paving placed prime in preparation for paving the week of 10/14/24. Subcontractor ESSI began installing signs throughout the project.

10/18/24: Capital Excavation tied steel and poured concrete for the approach slabs on SH 130 Bridge. Subcontractor Lone Star Paving began placing the final lift of asphalt at Sam Houston Avenue and SH 29.

10/25/24: Capital placed expansion material and sealant for steel expansion joints on all bridges. Subcontractor Austin Traffic Signal completed installing conduit and junction boxes inside the SH 130 Bridge rail. Capital poured concrete riprap at SH 29 intersection.

Design Engineer: Atkins
Contractor: Capital Excavation
Construction Observation:
Noe Cruz, HNTB

Williamson County
Road Bond Program

Corridor C / SH 29 Bypass
Project No. 23IFB67

Original Contract Price = $30,540,848.03

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
8/15/2023	8/22/2023	9/20/2023	9/30/2023				973		973

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	9/30/2023	9/30/2023	1	$1,397,211.48	$1,397,211.48	$155,245.72	$155,245.72	5	0
2	10/1/2023	10/31/2023	31	$1,541,032.92	$2,938,244.40	$171,225.88	$326,471.60	11	3
3	11/1/2023	11/30/2023	30	$1,838,538.26	$4,776,782.66	$204,282.03	$530,753.63	17	6
4	12/1/2023	12/31/2023	31	$2,431,249.16	$7,208,031.82	$270,138.79	$800,892.42	26	10
5	1/1/2024	1/31/2024	31	$1,078,672.93	$8,286,704.75	$119,852.55	$920,744.97	30	13
6	2/1/2024	2/29/2024	29	$2,770,832.24	$11,057,536.99	$307,870.25	$1,228,615.22	40	16
7	3/1/2024	3/31/2024	31	$1,644,580.73	$12,702,117.72	$182,731.19	$1,411,346.41	46	19
8	4/1/2024	4/30/2024	30	$3,003,806.67	$15,705,924.39	$333,756.30	$1,745,102.71	57	22
9	5/1/2024	5/31/2024	31	$1,749,723.10	$17,455,647.49	$194,413.68	$1,939,516.39	63	25
10	6/1/2024	6/30/2024	30	$3,336,725.12	$20,792,372.61	-$845,180.99	$1,094,335.40	72	28
11	7/1/2024	7/31/2024	31	$769,078.30	$21,561,450.91	$40,477.81	$1,134,813.21	74	31
12	8/1/2024	8/31/2024	31	$1,686,094.26	$23,247,545.17	$88,741.80	$1,223,555.01	80	35
13	9/1/2024	9/30/2024	30	$1,598,196.81	$24,845,741.98	$84,115.62	$1,307,670.63	86	38

10/31/2024 Comments - Capital Excavation completed pouring concrete mow strips at East Mankins Bridge and continued placing topsoil throughout the project. Subcontractor Austin Traffic Signal completed installing conduit and junction boxes inside the SH 130 Bridge rail. Capital poured concrete riprap at SH 29 intersection and began project clean-up in various locations throughout project. Capital placed expansion material and sealant for steel expansion joints on all bridges. Capital prepared the SH 130 Bridge deck for slipping concrete rail. Subcontractor LoneStart Paving placed HMA at the intersection of Corridor C and SH 29 and at the Sam Houston Ave widening.

Change Order Number	Approved	Cost This CO	Total COs
01	5/2/2024	$ 6,201.00	$ 6,201.00

2. Differing Site Conditions (Unforeseeable) 2J. Other: This Change Order compensates the contractor for installing and removing a temporary 2-strand electric fence to maintain cattle while the Jonah water line is installed across private property.

Change Order Number	Approved	Cost This CO	Total COs
02	7/3/2024	$ 9,568.50	$ 15,769.50

1B. Design Error or Omission. Other.: This Change Order compensates the contractor for maintaining an existing Jonah water meter that was not accounted for in the plans.

Adjusted Price = $30,556,617.53

County Road 129
Project No. 24IFB23

Original Contract Price = $2,463,313.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
1/17/2024	1/30/2024	2/21/2024	3/4/2024	9/25/2024			215		215

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	3/4/2024	3/31/2024	28	$81,166.50	$81,166.50	$9,018.50	$9,018.50	4	13
2	4/1/2024	4/30/2024	30	$310,646.25	$391,812.75	$34,516.25	$43,534.75	18	27
3	5/1/2024	5/31/2024	31	$263,047.50	$654,860.25	$29,227.50	$72,762.25	30	41
4	6/1/2024	6/30/2024	30	$231,940.35	$886,800.60	$25,771.15	$98,533.40	40	55
5	7/1/2024	7/31/2024	31	$174,474.36	$1,061,274.96	$19,386.04	$117,919.44	48	70
6	8/1/2024	8/31/2024	31	$670,955.33	$1,732,230.29	-$26,749.42	$91,170.02	74	84
7	9/1/2024	9/30/2024	20	$413,907.85	$2,146,138.14	-$47,371.28	$43,798.74	89	93

10/31/2024 Comments - Chasco continued vegetative watering throughout the project.

Adjusted Price = $2,463,313.00

CR 332 Realignment
Project No. 24IFB14

Original Contract Price = $2,545,345.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
12/5/2023	12/12/2023	2/5/2024	2/15/2024	7/22/2024			240		240

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	2/5/2024	2/29/2024	15	$535,916.70	$535,916.70	$59,546.30	$59,546.30	23	6
2	3/1/2024	3/31/2024	31	$565,245.45	$1,101,162.15	$62,805.05	$122,351.35	48	19
3	4/1/2024	4/30/2024	30	$108,512.78	$1,209,674.93	$12,056.98	$134,408.33	52	32
4	5/1/2024	5/31/2024	31	$194,134.50	$1,403,809.43	$21,570.50	$155,978.83	61	45
5	6/1/2024	6/30/2024	30	$417,247.12	$1,821,056.55	$46,360.79	$202,339.62	79	57
6	7/1/2024	7/31/2024	22	$553,976.59	$2,375,033.14	-$153,869.56	$48,470.06	95	66
7	8/1/2024	8/31/2024	0	$14,171.17	$2,389,204.31	$289.21	$48,759.27	95	66
8	9/1/2024	9/30/2024	0	$6,184.53	$2,395,388.84	$126.22	$48,885.49	95	66

10/31/2024 Comments - Awaiting vegetation establishment. Chasco continued vegetative watering.

Change Order Number	Approved	Cost This CO	Total COs
01	4/24/2024	$ 17,175.00	$ 17,175.00

4. Third Party Accommodation 4B: Third party requested work: While performing the pre-shutdown for the Sonterra water line it was determined that Sonterra had a valve that would not close. Sonterra requested that the contractor replace the damaged valve as well as relocate an existing air release that was in conflict with the new tie-in.

Adjusted Price = $2,562,520.00

Project Name: Bud Stockton at FM 487 Traffic Signal
Project No. 24IFB33

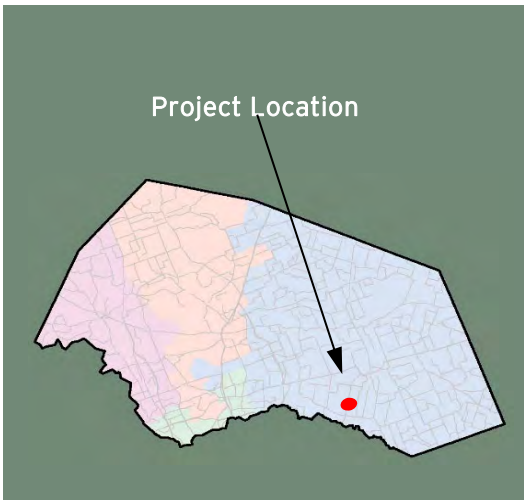
Original Contract Price = $553,983.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
3/14/2024	4/25/2024	7/12/2024	7/22/2024				263		263

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	7/1/2024	9/30/2024	71	$100,800.00	$100,800.00	$11,200.00	$11,200.00	20	27

10/31/2024 Comments - Subcontractor KRL bored electrical conduits under FM 487 and Bud Stockton, no other work performed. ATS waiting on Traffic Signal equipment and poles.

Adjusted Price = $553,983.00



East Wilco Highway (Southeast Loop - Segment 2)
(CR 137 south of Hutto and CR 404)

Project Length: 4.658 miles
Roadway Classification: Rural Arterial

Project Schedule: September 2024 - Summer 2028
Estimated Construction Cost: $64.4M

OCTOBER 2024 IN REVIEW

10/4/24: Capital Excavation prepared drill shaft locations at all bridges between CR 134 and FM 3349. Subcontractor Woolery continued placing a barbed-wire fence along the right-of-way from CR 137 to the east. A Groundbreaking Ceremony was held on 10/3/24.

10/11/24: Capital Excavation completed preparing the drill shaft locations at all bridges between CR 134 and FM 3349. Subcontractor Levy began installing the temporary signal at the Derby Day/Little Lake and the East Wilco Hwy. intersection.

10/18/24: Capital Excavation removed the structure on the west side of the pond at the west end of the project. Subcontractor Wylie Drilling drilled and poured concrete for all drill shafts on Abutment 2 of Bridge 6 and began pouring drill shafts on Abutment 2 for Bridge 5.

10/25/24: Capital Excavation began building crossings for all pipelines between CR 134 and FM 3349. Subcontractor Ranger Excavation excavated and began backfilling the over excavation area between CR 134 and FM 1660.

Design Engineer: JMT
Contractor: Capital Excavation
Construction Observation:
Kyle McCoy, HNTB

Williamson County
Road Bond Program

Project Name: East Wilco Highway (Southeast Loop, Segment 2)
Project No. 24IFB59

Original Contract Price = $64,407,606.63

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate	Total Bid Days	Days Added	Total Days
7/17/2024	7/30/2024	8/30/2024	9/12/2024			1345		1345

10/31/2024	Comments -	Capital Excavation began building crossings for all pipelines between CR 134 and FM 3349. Capital Excavation installed new water line for the Hope Alliance facility at CR 137. Subcontractor Austin Wood completed clearing the ROW from CR 137 to the south side of Brushy Creek. Subcontractor Ranger Excavation excavated and began backfilling the over excavation area between CR 134 and FM 1660. Ranger continued stripping topsoil between CR 134 and FM 3349. and excavating and backfilling the pond at the northeast end of the project. Subcontractor Wylie Drilling drilled and poured concrete for all drill shafts on abutments 1 and 2 for Bridge 5 and Abutment 3 on Bridge 4.

Adjusted Price = $64,407,606.63

Commissioners Court - Regular Session **71.**

Meeting Date: 11/19/2024

Approval of Renewal #1 for Contract #23IFB109 Hauling Services for Husky Trucking LLC for Road and Bridge Department

Submitted For: Joy Simonton **Submitted By:** Cheryl Johnson, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action to authorize Renewal #1 for contract #23IFB109 for Hauling Services for Husky Trucking LLC for the Road and Bridge Department for the same rates, terms, and conditions as the existing contract from December 12, 2024, through December 11, 2025.

Background

This is the first (1) of two (2) renewals for contract #23IFB109 Hauling Services for Husky Trucking LLC for the Road and Bridge Department. The Road and Bridge Department has confirmed that the vendor met all the County requirements for this contract and requests renewal. The funding sources are 01.0200.0210.003544 and 01.0200.0210.003597, and the point of contact is Kelly Murphy.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Renewal 1

1295 form

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	11/13/2024 03:12 PM
County Judge Exec Asst.	Becky Pruitt	11/13/2024 03:22 PM
Form Started By: Cheryl Johnson		Started On: 10/31/2024 02:29 PM
Final Approval Date: 11/13/2024		

Summary Agreement for Renewal of Williamson County Contract

Contract Number:	23IFB109	**Department:**	Road and Bridge/County Engineer
Vendor Name:	Husky Trucking LLC		
Purpose/Intended Use of Product or Service (summary):			
Hauling Services			
Type of Contract:	IFB	**Start Date:**	12-12-2024
Purchasing Contact:	Cheryl Johnson	**End Date:**	12-11- 2025
Department Contact:	Kelly Murphy		

Williamson County wishes to extend this bid/proposal for the same terms, and conditions as the existing.

- **PLEASE INCLUDE THE FOLLOWING:**
  - **COMPLETED 1295 FORM.**
  - **RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.**
  - **DOCUMENTATION SUBSTANTIATING THE INCREASE.**

Renewal Option 1	12-12-2024 -- 12-11-2025
Initial Contract Period	12-12-2023 – 12-11-2024

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET FORTH AS STATED ABOVE

Vendor Husky Trucking LLC

Name Hector Carillo

Title President

Signature Hector Carillo

Date October 31, 2024

Williamson County, 710 Main St., Georgetown, TX 78626

Bill Gravell, Jr

Williamson County Judge

Signature-_____

Date- _____

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1220960

Date Filed:
09/30/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Husky Trucking LLC
Georgetown, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

IFB#23IFB109 Hauling Services
Hauling Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Niagara Consulting Inc.	Warminster Ontario Canada		X

[redacted] ☐

6 [redacted]

My name is [redacted] _____, [redacted]

[redacted]

[redacted]

[redacted]

Hector Carrillo

Signature of authorized agent of contracting business entity

[redacted]

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:
2024-1220960

Date Filed:
09/30/2024

Date Acknowledged:
09/30/2024

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Husky Trucking LLC
Georgetown, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

IFB#23IFB109 Hauling Services
Hauling Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Niagara Consulting Inc.	Warminster Ontario Canada		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 **72.**

Meeting Date: 11/19/2024

Williamson County Floodplain Project

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 allocating $1.373M for the Williamson County Floodplain Project.

Background

Per FEMA regulations, Williamson County's floodplain jurisdiction includes both the unincorporated and ETJ areas of the County. Funding required to address the LiDAR improvements is $1.373M. The City responsibility is $985,703. Work will not proceed on any work within a City's limits unless they have contributed their appropriate portion of the required fee.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

LiDAR Budget Breakout

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/14/2024 10:10 AM
Form Started By: Vicky Edwards		Started On: 11/13/2024 12:37 PM
Final Approval Date: 11/14/2024		

Breakout of LiDAR Update Budget

$2,358,000

Name	LiDAR Update Cost Participation
Austin	$50,906
Bartlett	$513
Cedar Park	$5,927
Coupland	$0
Florence	$0
Georgetown	$322,380
Granger	$0
Hutto	$199,067
Jarrell	$2,861
Leander	$263,960
Liberty Hill	$29,824
Round Rock	$53,848
Taylor	$56,418
Thorndale	$0
Thrall	$0
Weir	$0
County*	$1,372,297
City	$985,703
County (unincorporated + ETJs)	$1,372,297
TOTAL	**$2,358,000**

*Per FEMA regulations, County floodplain jurisdiction includes both the unincorporated and ETJ areas of the County.

Commissioners Court - Regular Session **73.**

Meeting Date: 11/19/2024

CR 245 CAS Curation Agreement

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding a Letter of Transfer/Ownership to the Center for Archaeological Studies (CAS), for archaeological collections (records only) obtained as part of the Texas Historical Commission permit process required as part of the Due Diligence Environmental Investigations on the CR 245 Project, a Road Bond Project in Commissioner Pct. 3. Project: P353.

Background

The Texas Historical Commission requires that as part of the Environmental Due Diligence Investigations, any records are to be kept by the CAS. A copy of the final report will be provided to CAS per 13 TAC 26.1 for their records.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CR245Realignment-CAS-CurationAgreement

CR245Realignment-Permit9792-ManagementSummaryFinalReport

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/14/2024 12:12 PM
Form Started By: Marie Walters		Started On: 10/22/2024 04:35 PM
Final Approval Date: 11/14/2024		

CAS Accession # CAS.2023.131

Center for Archaeological Studies
Texas State University
601 University Drive, Trinity 120
San Marcos, Texas 78666
(512) 245-2724 / cascuration@txstate.edu

TEXAS STATE
CENTER FOR
ARCHAEOLOGICAL STUDIES

GOVERNMENTAL AGENCY LETTER OF TRANSFER/OWNERSHIP

This letter documents the transfer of archaeological collections and/or records from

Williamson County

Name of governmental agency and/or subdivision

to the Center for Archaeological Studies (CAS), Texas State University, for the following:

Project Name & Number: CR 245 Realignment / Hicks & Company Project 20469

Permitting Agency: Texas Historical Commission Permit Number: 9792

Project Area/County(ies): Williamson County

Site(s) Recorded/Revisited: N/A

Description of Materials: Archeological survey curation records

The transfer of the above-described documents and materials to CAS is made for the purpose of allowing CAS to retain in trust for the governmental entity in accordance with the provisions of Tex. Nat. Res. Code §191.058(b), the regulations promulgated by the Texas Historical Commission found in T.A.C. §26.1, et. seq., and all other applicable laws and regulations. As the curating facility, CAS may make copies, electronically scan images or documents, microfilm, make loans, request and authorize analyses, reorganize the collection, and otherwise preserve, conserve and use these materials as outlined in guidelines for curation repositories. Any permanent transfer of items should be to a facility with equal capacity for permanent curation. Though CAS is the acknowledged holder of these materials and may use them as stated above, actual ownership of the materials and records rests with the governmental entity indicated as the Sponsoring Agency and/or Landowner. Unless otherwise prohibited by state or federal law or regulation, CAS agrees that upon the written request of the governmental entity, the materials shall be returned to the governmental entity for temporary or permanent display in a certified curation facility that can properly display and maintain the materials.

Signature - Authorized Agent of Governmental Entity	Signature - Submitting Archaeologist
Bill Gravell, Jr.	Brandon S. Young, RPA
Print or Type Name	Print or Type Name
County Judge	Principal Investigator
Title/Position	Title/Position
701 South Main Street, Suite 101	Hicks & Company
Company	Company
	October 15, 2024
Date	Date
701 South Main Street, Suite 101	1504 W. 5th St.
Mailing Address	Mailing Address
Georgetown, TX 78626	Austin, TX 78703
City, State, Zip	City, State, Zip

MANAGEMENT SUMMARY

On March 12, 2021, at the request of Bridgefarmer & Associates, Inc. (Bridgefarmer), and on behalf of Williamson County, Hicks & Company conducted an intensive archeological survey of proposed improvements and realignment of County Road (CR) 245 that extends 1.10 miles between Farm-to-Market (FM) Road 2338 and Ronald Reagan Boulevard in northwest Williamson County, Texas. The proposed project will require additional right of way to accommodate an upgraded roadway with a two-lane design with shoulders and a center turn lane. Currently, the CR 245 right of way varies from 60 to 140 feet (ft) wide and contains a two-lane asphalt road. Planned improvements would result in a typical right of way width of 135 ft to allow two upgraded travel lanes, a center turn lane, and shoulders. Vertical impacts are anticipated to extend to one meter (m) (3.28 ft) below the existing grade for roadway improvements and greater than three m (10.0 ft) for a proposed bridge at the CR 245 crossing of Cowan Creek. Overall, the proposed project area encompasses approximately 18.50 acres; 12.00 acres of existing CR 245 right of way and 6.50 acres of proposed right of way on 15 parcels of private property. Because the project will occur within public right of way owned by Williamson County, a political subdivision of the State of Texas, the project is subject to the terms and conditions of the Antiquities Code of Texas (ACT).

Investigations consisted of an intensive pedestrian, non-collection archeological survey augmented with shovel testing of 6.38 acres of proposed right of way on 13 parcels where right of entry was obtained; right of entry was not obtained to two parcels containing 0.12 acres of proposed right of way. Given previous impacts from surface and subsurface utilities and roadway construction, Hicks & Company recommended to the Texas Historical Commission (THC) that survey within the existing CR 245 right of way was unwarranted. Surface investigations within the proposed right of way revealed largely undeveloped properties except for several scattered residences with associated yards frequently set back from the road beyond the limits of the project area, and a single parcel being developed for a residential subdivision. Prior disturbances noted within the project area include roadway construction, surface and subsurface utilities, erosion, and vegetation clearing. Surface examination of the project area observed no surficial archeological materials within or adjacent to the proposed right of way. Subsurface investigations involved the excavation of 24 shovel tests to assess the project area for its potential to contain intact buried archeological materials. Those excavations discovered no buried cultural materials, only thin and gravelly to rocky clayey soils overlying limestone gravel and/or bedrock.

Based on the above data, Hicks & Company recommends that the proposed project would not affect any archeological sites warranting State Antiquities Landmark (SAL) designation within the 6.38 acres of proposed right of way where right of entry was obtained, and no additional investigations are necessary. Hicks & Company also recommends that the 0.12 acres of proposed right of way where right of entry was not obtained are unlikely to contain archeological sites warranting SAL designation given geologic and soil conditions that are not conducive to the preservation of intact buried archeological deposits, as well a lack of surficial archeological materials (as observed from the existing CR 245 right of way), and survey is not warranted for those parcels.

All project-related notes, forms, and photographs will be permanently curated at the Center for Archaeological Studies (CAS) in San Marcos, Texas. Investigations were completed under Texas Antiquities Permit No. 9792 issued to Principal Investigator Brandon S. Young.

Commissioners Court - Regular Session **74.**

Meeting Date: 11/19/2024

CR 214 Extension Antiquities Permit Application

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding an Antiquities Permit Application to the Texas Historical Commission (THC), required as part of the Due Diligence Environmental Investigation on the CR 214 project, a Road Bond project in Commissioner Precinct 2. Project: P345

Background

The permit requests the approval of an intensive archeological pedestrian survey required by the Texas Historical Commission on the CR 214 Extension project. No investigations will take place until a permit is received from the Texas Historical Commission. Portions of this attached application have been redacted prior to placing on the court agenda, to protect restricted information. Redacted information will be included in the application to the Texas Historical Commission.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CR214-THC-AntiquitiesPermitApp

CR214-THC-AntiquitiesPermitScope

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/14/2024 12:30 PM
Form Started By: Marie Walters		Started On: 11/13/2024 11:13 PM
Final Approval Date: 11/14/2024		

TEXAS HISTORICAL COMMISSION

ANTIQUITIES PERMIT APPLICATION FORM ARCHEOLOGY

GENERAL INFORMATION

I. PROPERTY TYPE AND LOCATION

Project Name (and/or Site Trinomial) County Road 214 Extension Project
County (ies) Williamson
USGS Quadrangle Name and Number Liberty Hill (3097-331)
UTM Coordinates Zone 14 E 607508 N 3398051
Location Liberty Hill, TX
Federal Involvement ❑ Yes ☒ No
Name of Federal Agency N/A
Agency Representative N/A

II. OWNER (OR CONTROLLING AGENCY)

Owner Williamson County
Representative Bill Gravell Jr. (County Judge)
Address 710 Main Street, Suite 101
City/State/Zip Georgetown, TX 78626
Telephone (include area code) (512) 943-1550 Email Address ctyjudge@wilco.org

III. PROJECT SPONSOR (IF DIFFERENT FROM OWNER)

Sponsor Freese and Nichols, Inc.
Representative
Address 10814 Jollyville Road, Building 4, Suite 100
City/State/Zip Austin, TX 78759
Telephone (include area code) (512) 617-3163 Email Address

PROJECT INFORMATION

I. PRINCIPAL INVESTIGATOR (ARCHEOLOGIST)

Name Christina Nielsen
Affiliation SWCA Environmental Consultants
Address 4407 Monterey Oaks Blvd Building 1, Suite 110
City/State/Zip Austin, Texas 78749
Telephone (include area code) 512-476-0891 Email Address: cnielsen@swca.com

(OVER)

ANTIQUITIES PERMIT APPLICATION FORM (CONTINUED)

II. PROJECT DESCRIPTION

Proposed Starting Date of Fieldwork November 2024
Requested Permit Duration 5 Years 0 Months (1 year minimum)
Scope of Work (Provided an Outline of Proposed Work) Please see the attached scope of work for detailed pedestrian survey and shovel testing of public lands.

III. CURATION & REPORT

Temporary Curatorial or Laboratory Facility SWCA Austin
Permanent Curatorial Facility CAR-Center for Archaeological Research, San Antonio

IV. LAND OWNER'S CERTIFICATION

I, _____, as legal representative of the Land Owner, Williamson County, do certify that I have reviewed the plans and research design, and that no investigations will be performed prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Owner, Sponsor, and Principal Investigator are responsible for completing the terms of the permit.
Signature _____ Date _____

V. SPONSOR'S CERTIFICATION

I, Andrea Bryant, as legal representative of the Sponsor, Freese and Nichols, Inc., do certify that I have review the plans and research design, and that no investigations will be performed prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Sponsor, Owner, and Principal Investigator are responsible for completing the terms of this permit.
Signature _____ Date _____

VI. INVESTIGATOR'S CERTIFICATION

I, Christina Nielsen, as Principal Investigator employed by SWCA Environmental Consultants (Investigative Firm), do certify that I will execute this project according to the submitted plans and research design, and will not conduct any work prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Principal Investigator (and the Investigative Firm), as well as the Owner and Sponsor, are responsible for completing the terms of this permit.

Signature Christina Nielsen Date 11.4.2024

Principal Investigator must attach a research design, a copy of the USGS quadrangle showing project boundaries, and any additional pertinent information. Curriculum vita must be on file with the Archeology Division.

FOR OFFICIAL USE ONLY

Reviewer _____ Date Permit Issues _____
Permit Number _____ Permit Expiration Date _____
Type of Permit _____ Date Received for Data Entry _____

Texas Historical Commission
Archeology Division
P.O. Box 12276, Austin, TX 78711-2276
Phone 512-463-6096
thc.texas.gov

SWCA®
ENVIRONMENTAL CONSULTANTS
Sound Science. Creative Solutions.®

4407 Monterey Oaks Boulevard
Building 1, Suite 110
Austin, Texas 78749
Tel 512.476.0891 Fax 512.476.0893
www.swca.com

November 5, 2024

Rebecca Shelton
Texas Historical Commission
P.O. Box 12276
Austin, Texas 78711-2276

Re: Request for Antiquities Permit to Conduct Cultural Resources Investigations for the County Road 214 Extension Project, Williamson County, Texas / SWCA Project No. 87699-005

Dear Rebecca Shelton:

This letter is a request for a Texas Antiquities Permit to conduct cultural resources investigations for the County Road 214 Extension Project (project), Williamson County, Texas. The proposed project for Freese and Nichols Inc., on behalf of Williamson County, Texas, consists of approximately 22.5 acres, including portions on county-owned/managed property. As the project is sponsored by a political subdivision of the State of Texas, a Texas Antiquities Permit is required in accordance with the Antiquities Code of Texas (Texas Natural Resource Code, Title 9, Chapter 191) and accompanying Rules of Practice and Procedure (Texas Administrative Code, Title 13, Chapter 26).

If you have any questions or concerns, please feel free to contact me at (512) 476-0891 or cnielsen@swca.com.

Sincerely,

Christina Nielsen

Christina Nielsen, M.A.

Principal Investigator

PROPOSED SCOPE OF WORK FOR CULTURAL RESOURCES INVESTIGATIONS FOR THE COUNTY ROAD 214 EXTENSION PROJECT, WILLIAMSON COUNTY, TEXAS

Project Landowner – Williamson County *Date – November 5, 2024*
Project Sponsor – Freese and Nichols Inc.

Project Consultant – SWCA Environmental Consultants
Principal Investigator – Christina Nielsen, M.A.

Project Subconsultant – Legacy Cultural Resources
Project Historian – Nesta Anderson,, M.A.

INTRODUCTION

SWCA Environmental Consultants (SWCA) was contracted by Freese and Nichols Inc., on behalf of Williamson County, to conduct cultural resources investigations for the County Road (CR) 214 Extension Project (project) in Williamson County, Texas. The project involves the installation of a 0.9-mile-long (1.5-kilometer [km]-long) new right-of-way (ROW) alignment for the proposed CR 214 extension and an approximately 0.6-mile-long (1.0-km-long) alignment for Corridor I, both within a 120-foot-wide (36.5-meter [m]-wide) corridor, totaling an area of approximately 22.5 acres (9.1 hectares [ha]) (project area) (Figure 1 and Figure 2). The project area extends from the proposed intersection of U.S. Highway (US) 183 and CR 214 approximately 0.6 mile (1.0 km) west/northwest and 0.9 mile (1.5 km) south, creating a 1.5-mile-long (1.6-km-long) corridor. The corridor transverses the North Fork San Gabriel River. The proposed alignment will connect CR 214 to US 183 approximately 0.2 mile (0.4 km) north of the intersection of US 183 and CR 3405.

SWCA understands that the project is being developed by Williamson County and that portions of the project cross county-owned/managed property. Therefore, this project falls under the provisions of the Antiquities Code of Texas (ACT), which requires review by the Texas Historical Commission (THC) and issuance of an Antiquities Permit. The investigation proposed below is therefore intended to comply with the requirements of Section 106 of the National Historic Preservation Act (NHPA) (54 United States Code 306108) and its implementing regulations (36 Code of Federal Regulations [CFR] 800), and the ACT.

SWCA proposes to conduct an intensive archaeological pedestrian survey with subsurface testing of the entire 22.5-acre (9.1-ha) project (i.e., the direct area of potential effects [APE]) (see Figure 2). The goal of the work will be to relocate any previously recorded prehistoric and historic-age archaeological sites in the APE; locate any previously undiscovered archaeological sites; establish vertical and horizontal site boundaries, as appropriate with regard to the APE; and evaluate the significance and eligibility of any site recorded for eligibility for listing in the National Register of Historic Places (NRHP) and for designation as a State Antiquities Landmark (SAL). All work will be conducted in accordance with both the ACT and Section 106 of the NHPA.

SWCA also proposes to complete a reconnaissance-level historic resources survey in accordance with Section 106 of the NHPA. The historic resources survey will document and evaluate all historic-age resources built in or before 1979 (45 years prior to the let-date of 2024) within intersecting parcels 300 feet (91.5 m) on either side of the proposed project alignment (i.e., indirect APE). Historic-age resources within the APE will be documented and evaluated for NRHP eligibility and assessed for potential effects (if applicable).

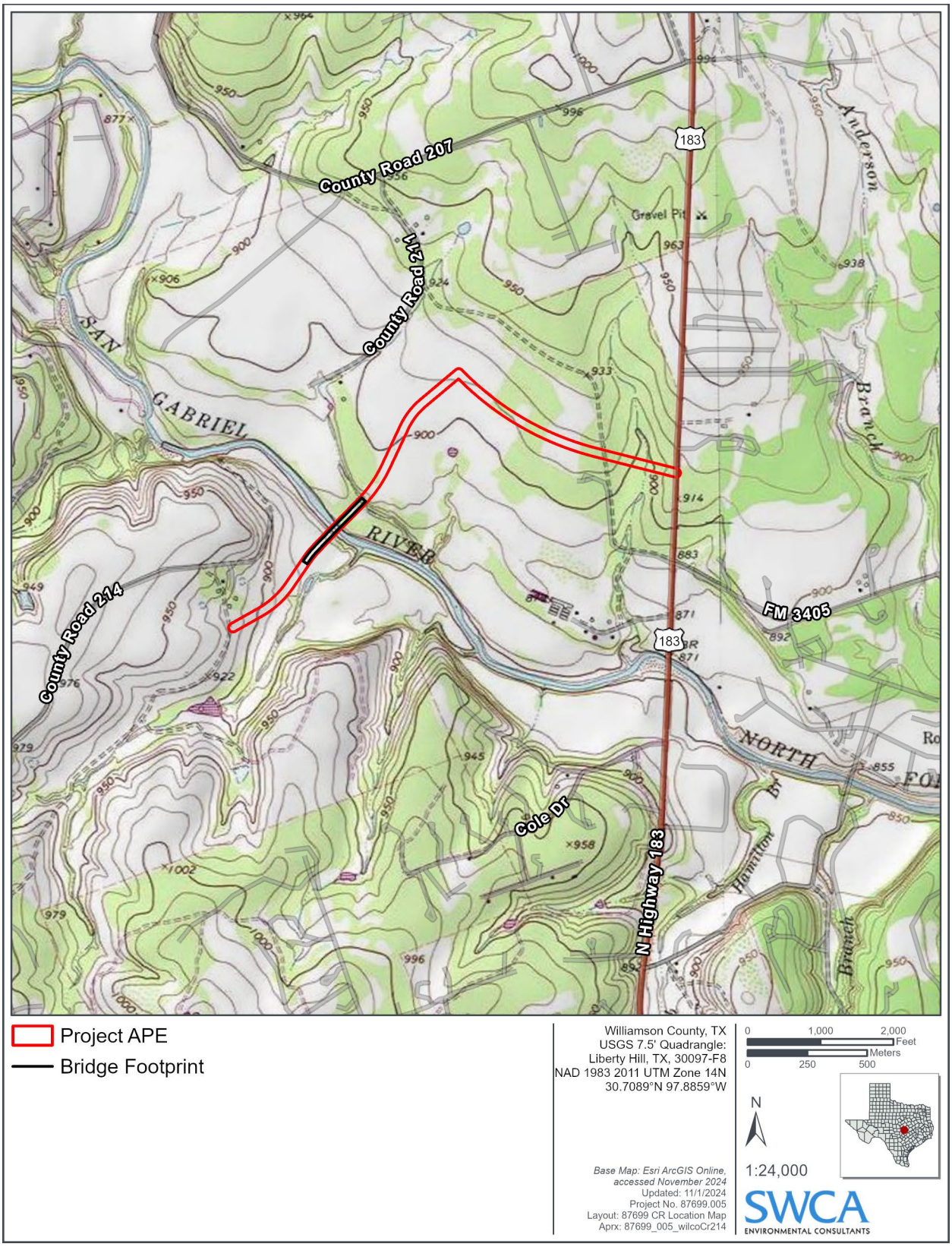


Figure 1. Project location.

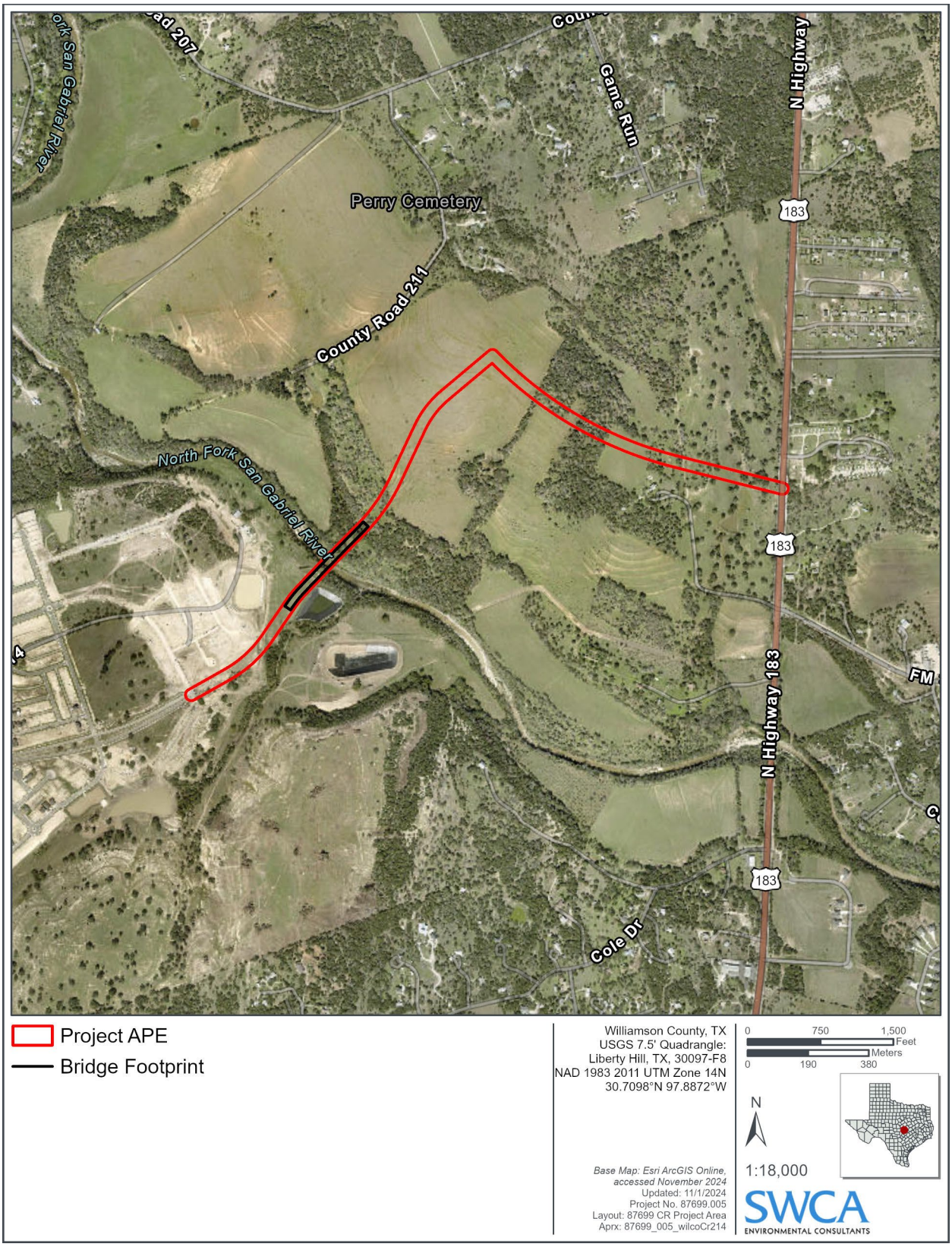


Figure 2. Project APE overview.

Project Description

The APE appears on the *Liberty Hill, Texas* (30096-F8), U.S. Geological Survey (USGS) 7.5-minute topographic quadrangle map. The APE is located approximately 4.2 miles (6.7 km) north of Liberty Hill, Texas. The proposed CR 214 roadway will connect to US 183 approximately 3.9 miles (6.3 km) north of the intersection of US 183 and State Highway (SH) 29 in Liberty Hill, Texas. The proposed project would extend the existing two-lane roadway of CR 214 approximately 0.9 mile (1.5 km) north (CR 214 Alignment) and 0.5 mile (0.8 km) east (Corridor 1 Alignment), with US 183 as the project's eastern terminus. The project would be constructed within an approximately 120-foot-wide (36.5-m) ROW. Overall, the direct APE encompasses approximately 22.5 acres (9.1 ha) (see Figure 2). The depth of impacts will generally range from 2 to 4 feet (0.6 to 1.2 m) throughout the majority of the APE, with impacts extending up to 80 feet (24.4 m) for bridge column/foundations and up to 8 feet (2.4 m) for illumination pole foundations, if illumination is proposed.

PROJECT SETTING

The APE crosses the Balcones Canyonlands subregion within the Edwards Plateau ecoregion (Griffith et al. 2007). The physiography of the area is described as dissected plateaus and escarpments with stair-stepped topography. Additionally, physiography includes moderate to high gradient streams with bedrock, cobble, and gravel substrates (Griffith et al. 2007:63).

Geology and Soils

The APE is underlain by Late Cretaceous-age Upper Glen Rose formations and some Holocene and Pleistocene-age terrace deposits (Figure 3) (Barnes 1974; USGS 2024a). The Upper Glen Rose formation consists predominantly of continuous limestone strata, and it covers approximately 15.3 acres (6.3 ha, 68.1%) of the APE. Approximately 4.2 acres (1.7 ha, 18.7%) of the APE is underlain by Pleistocene-age terrace deposits. Approximately 3.0 acres (1.2 ha, 13%) of the APE is underlain by alluvial Holocene deposits. These deposits are composed of gravel and sand formed from large floodplains. Based on the age of the underlying geology, there is moderate to high potential for deeply buried archaeological resources within the Holocene and Pleistocene deposits, and low potential in the Late Cretaceous-age deposits.

According to the Natural Resources Conservation Service (NRCS) (2024), there are six soil series mapped within the APE (see Figure 3; Table 1). Most of the project area (approximately 70 percent) is dominated by the Sunev and Eckrant soil series. The Sunev soil series consists of very deep, well-drained soils that form in loamy alluvium derived from Holocene-age terrace deposits (NRCS 2024). This soil occurs on stream terraces and foot slopes of valleys and ridges on undulating plateaus. In total, Sunev soils cover approximately 37.4 acres (15.1 ha, 37.4%) of the APE. The Eckrant soil series consists of very deep, moderately well-drained, moderately slowly permeable soils that are very shallow over indurating limestone bedrock (NRCS 2024). In total, Eckrant soils cover approximately 7.4 acres (3.0 ha, 32.8%) of the APE.

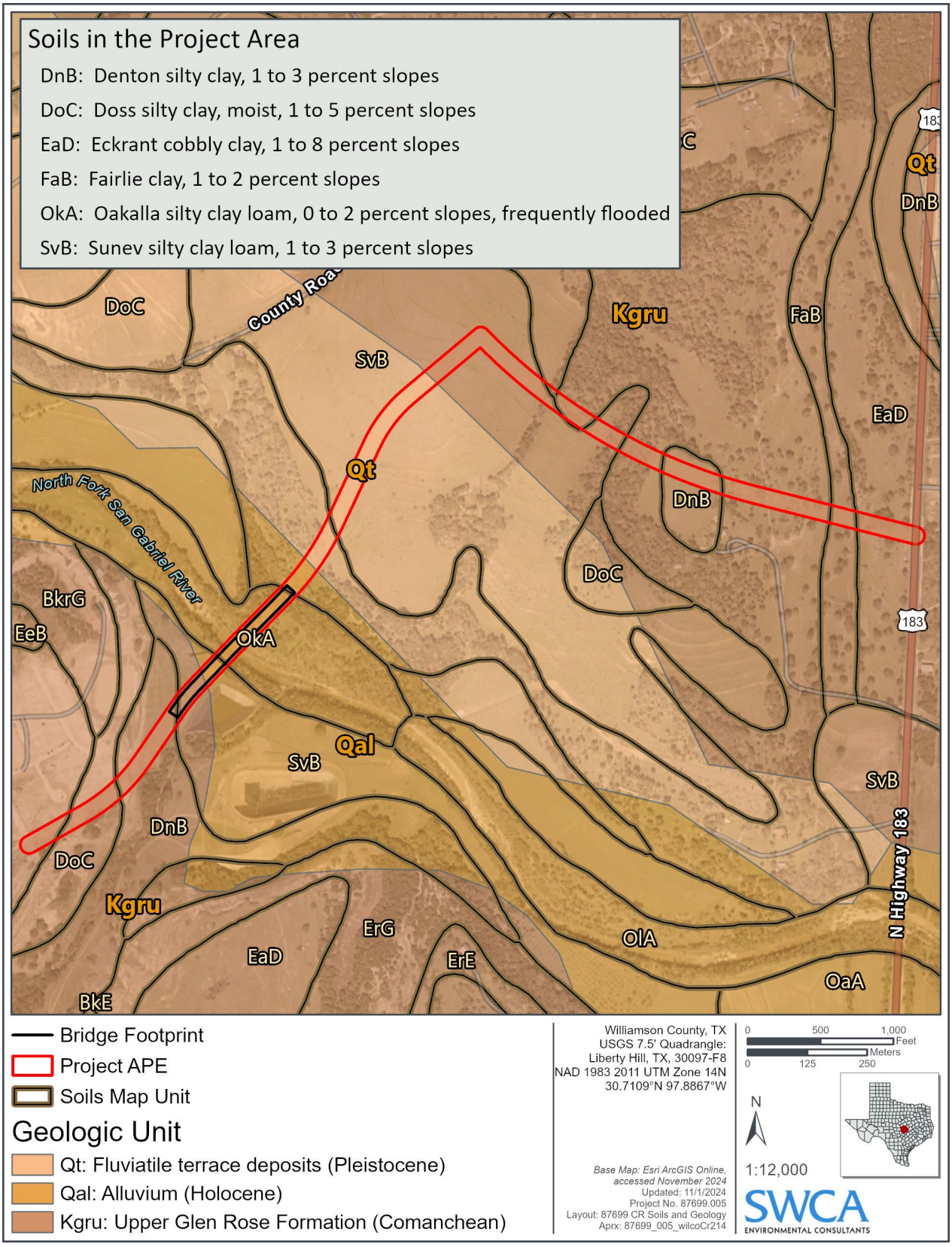


Figure 3. Geology and soils in the project APE.

Table 1. Project APE Soils

Soil Name	Symbol	Acres	Percentage
Sunev silty clay loam, 1 to 3 percent slopes	SvB	8.4	37.4
Eckrant cobbly clay, 1 to 8 percent slopes	EaD	7.4	32.8
Denton silty clay, 1 to 3 percent slopes	DnB	3.1	13.7
Oakalla silty clay loam, 0 to 2 percent slopes, frequently flooded	OkA	1.8	8.1
Doss silty clay, moist, 1 to 5 percent slopes	DoC	1.3	5.8
Fairlie clay, 1 to 2 percent slopes	FaB	0.5	0.2
Total		**22.5**	**100.0**

Source: NRCS (2024).

BACKGROUND REVIEW

An SWCA archaeologist researched the Texas Archeological Sites Atlas (Atlas), a restricted, online database maintained by the THC and the Texas Archeological Research Laboratory, for any previously recorded surveys and archaeological sites located in or within 0.6 mile (1.0 km) of the APE (study area) (Figure 4) (THC 2024a). In addition to identifying previously recorded archaeological sites, the Atlas review includes the following types of information: NRHP districts and properties, SALs, Recorded Texas Historic Landmarks (RTHLs), Official Texas Historical Markers (OTHMs), cemeteries, and local neighborhood surveys. Listings in Atlas are limited to projects under purview of the ACT or the NHPA; therefore, the Atlas does not necessarily list all previous work conducted within a specific area. However, SWCA made a concerted effort to obtain reports for all previous cultural resources work in the APE.

An SWCA architectural historian reviewed the Texas Department of Transportation (TxDOT) Historic Resources Aggregator (Aggregator), which maps resources and districts determined eligible for the NRHP, National Historic Landmarks (NHLs), and local historic districts (TxDOT 2024). The Aggregator also has a data set for the 1936 Texas Centennial Markers, which are eligible for the NRHP under Criterion A for Social History in the *Monuments and Buildings of the Texas Centennial Multiple Property Submission* (MPS) *Documentation Form* (TxDOT 2024; Wilson and Smith 2018). SWCA also reviewed the study area for Family Land Heritage (FLH) Centennial Farms identified by the Texas Department of Agriculture (TDA) and locations in the Texas Freedom Colonies Project (TDA 2024; Texas Freedom Colonies Project 2024). No freedom colonies are in the study area per the Texas Freedom Colonies Project Atlas 2.1 (Texas Freedom Colonies Project 2024).

As part of the review, SWCA also examined the TxDOT Historic Overlay, a mapping/geographic information system (GIS) data set with historical maps and resource information covering most portions of the state (Foster et al. 2006), historical USGS quadrangle maps available on the USGS TopoView website (USGS 2024b), and historical aerial photography contained on the Nationwide Environmental Title Research (NETR) Historic Aerials website (NETR 2024) to determine if any historic-age (built in 1979 [45 years] or earlier) resources such as potential historical features and/or potential historical structures (PHSs) are located within the project or study area. SWCA reviewed historical maps from 1893 to 1962.

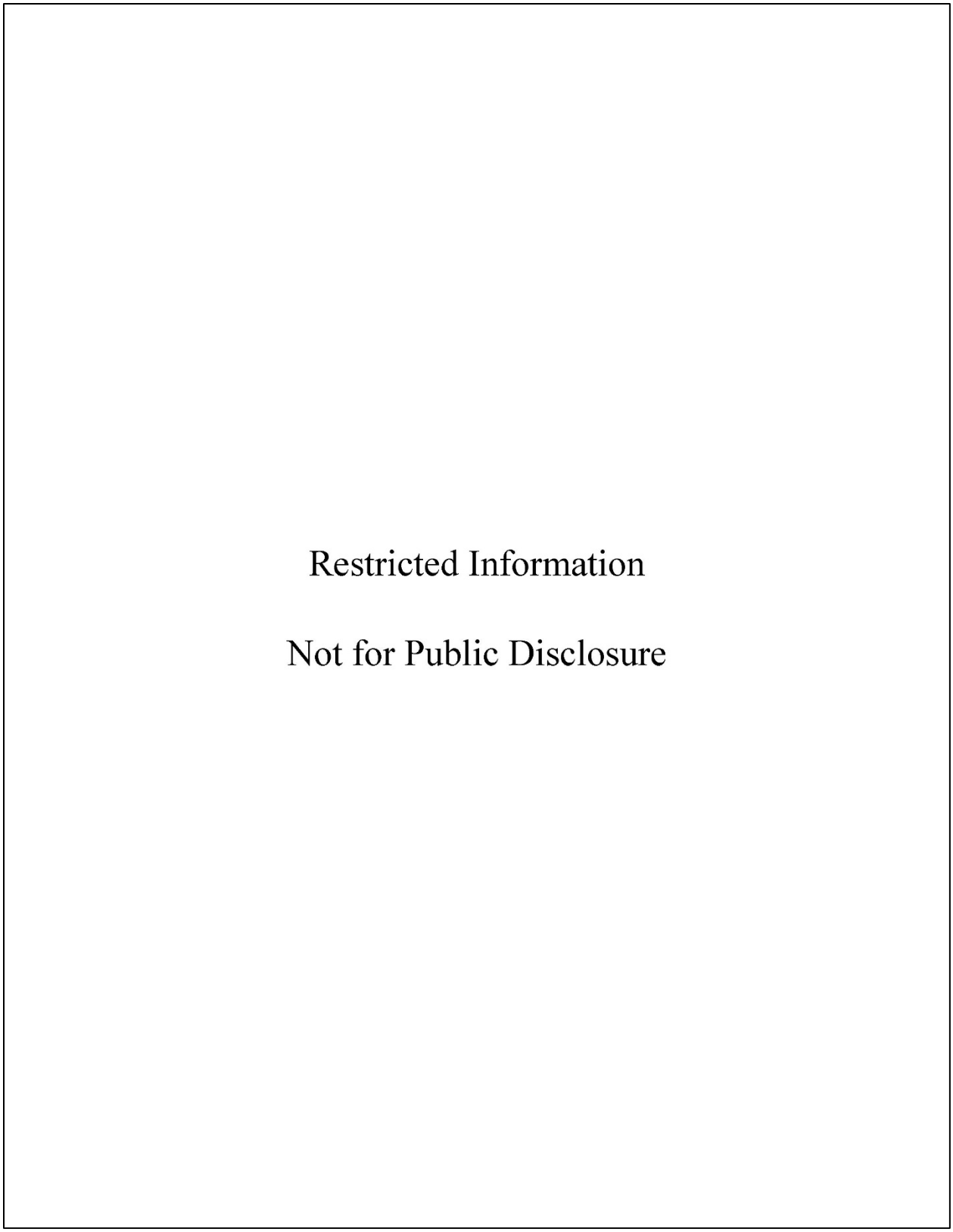


Figure 4. Cultural resources background and historical map review results map.

The background review determined that two cultural resources surveys were conducted within the study area, but neither occurred within or adjacent to (i.e., within 300 feet [91.4 m] of) the APE. There are five archaeological sites within the study area, none of which are located within the APE. Additionally, the historical map review identified a total of 39 PHSs. None of the PHSs are within the APE, but one PHS, a structure still extant from 1962, is within 300 feet (91.4 m) of the APE. There is also one NHL property (i.e., The Rock House Community) and three cemeteries (i.e., Smith Triplets [Vicinity Cemetery], Foster [Vicinity Cemetery], and Perry Cemetery) within the study area. No NRHP-listed eligible districts or properties, local historic districts, sites designated as SALs, historical markers, FLH Centennial Farms, freedom colonies, or neighborhood surveys were identified within the study area or APE.

Previously Conducted Archaeological Surveys

Two previously conducted cultural resources surveys were identified within the study area, but neither occurred within the APE (see Figure 4). The surveys were conducted in 1965 and 2008 (Table 2). There were no cultural resources identified in the APE as a result of the surveys. Table 2 provides information about surveys previously conducted in the area.

Table 2. Previously Conducted Cultural Resources Investigations within the Study Area

Year	Survey Type	Distance to APE	Atlas No.	TAC Permit	Investigating Firm	Agency	Comments
1965	Area Survey	Within 0.6 mile (1 km)	8500004621	4621	n/a	Corps of Engineers-Fort Worth District	Survey conducted prior to construction of park/ greenbelt along North Fork San Gabriel River.
2008	Area Survey	Within 0.6 mile (1 km)	8500016119	4987	SWCA	Williamson County	Survey conducted for proposed CR 214.

Source: THC (2024a).

Previously Recorded Archaeological Sites

Five previously recorded archaeological sites were identified within the study area (see Figure 4). None of the sites intersect or are immediately adjacent to (within 300 feet [91.4 m] of) the APE. All five sites (i.e., 41WM221, 41WM222, 41WM223, 41WM224, and 41WM947) lack official NRHP eligibility determinations and are currently undetermined (THC 2024a). See Table 3 for site details.

Table 3. Previously Recorded Cultural Resources within the Study Area

Site Trinomial	Time Period	Distance to APE	Comments	NRHP Eligibility
41WM221	Unknown	Within 0.6 mile (1 km)	The site was documented in January 1964 during a surface reconnaissance survey as a part of the Preston Millican Site 1 project. Surveyors documented two shallow burned rock midden features.	Undetermined
41WM222	Unknown	Within 0.6 mile (1 km)	The site was documented in January 1964 during a surface reconnaissance survey as a part of the Preston Millican Site 3 project. The surveyors observed a small, burned rock midden as well as a dart point stem and other lithic debitage which were collected by Millican.	Undetermined

Site Trinomial	Time Period	Distance to APE	Comments	NRHP Eligibility
41WM223	Unknown	Within 0.6 mile (1 km)	The site was documented in January 1964 during a surface reconnaissance survey as a part of the Preston Millican Site 3 project. The surveyors conducted a test excavation and described the midden as destroyed. Millican recommended the site be tested by professionals. The site is along the boundary of Smith Triplets Vicinity Cemetery.	Undetermined
41WM224	Unknown	Within 0.6 mile (1 km)	The site was documented in January 1964 during a surface reconnaissance survey as a part of the Preston Millican Site 4 project. The surveyors observed a very large midden.	Undetermined
41WM947	Unknown, possibly prehistoric	Within 0.6 mile (1 km)	The site was documented in October 1999 by the Lower Colorado River Authority during a linear survey for the Andice to Leander Transmission Line project (Permit No. 2103). The surveyors observed a surficial upland lithic scatter with approximately seven secondary and tertiary flakes observed on or near the surface in an open field. The site had poor preservation due to previous land-clearing activities and poor integrity due to shallowly buried deposits (0–2 cmbs). The site was recommended ineligible for listing in the NRHP or as a SAL. No formal NRHP determination has been made by the THC.	Undetermined

Source: THC (2024a).

Cemeteries

The background review indicated that one cemetery and two vicinity cemeteries are mapped within the study area, one of which (i.e., the Foster [Vicinity Cemetery]) intersects the APE (see Figure 4) (THC 2024a). The Perry Cemetery is a designated Historic Texas Cemetery (HTC). The Foster Vicinity Cemetery area will require additional archival research, metal detection, and scraping investigations to determine if graves are present within the APE; background on this cemetery and proposed methodology of investigations is provided in the scope of work section below. See Table 4 for additional details surrounding the cemeteries located within the study area.

Table 4. Cemeteries within the Study Area

Cemetery Name	THC Atlas Cemetery No.	Designation	Find A Grave Cemetery ID	Distance to APE	Time Period	Comments
Smith Triplets (Vicinity Cemetery)	WM-C121	None	2114	Within 0.6 mile (1 km)	Mid-Nineteenth Century to Mid-Twentieth Century (1876–1945)	24 total memorials. Also referred to as Anderson Cemetery, or Smith Infants Cemetery.
Foster (Vicinity Cemetery)	**WM-C123**	**None**	**2360366**	**Intersects**	**Possibly pre-1870**	**Seven memorials, no birth or death dates on Find a Grave.**
Perry Cemetery	WM-C122	HTC	184659	Within 0.6 mile (1 km)	Late Nineteenth Century to Early Twentieth Century (1867–1928)	22 memorials.

Note: Bold rows indicate previously recorded cemeteries within the APE.

Sources: Find a Grave (2000a, 2000b, 2010); THC (2024a).

Historical Map Review

SWCA performed a historical map review of the study area and the APE to determine whether any historic-age resources, such as PHSs or features, are located within these areas (see Figure 4). Historical maps and imagery reviewed dated between 1893 and 1962 (NETR 2024; USGS 2024b).

According to historical maps and current aerial maps, the study area and the APE was utilized as a roadway and for agricultural use prior to suburban development in Williamson County during and after the early 1960s (NETR 2024; USGS 2024b). According to historical topographic maps dating from the 1890s to the 1960s, the study area and the APE consisted of multiple private parcels that have historically been used for agricultural and ranching activities (USGS 2024b). Early maps (circa 1893) show many paved roads along what now are major streets, one of which travels from the populated city of Liberty Hill northeast through the study area just east of the APE. The series of clustered PHSs in this area could be associated with this early road. Along the surrounding roads were residences and farms. In the 1950s, US 183 was constructed just east of the old roadway and travelling more directly south than the previous roadway. By the 1960s, there were a few complexes of structures mapped within the study area, represented by approximately 39 PHSs. No major development occurred in the area prior to the development of modern housing (Google Earth 2024; NETR 2024).

A review of historical maps identified 39 PHSs within the study area; none are located within the APE, but one PHS is within 300 feet (91.4 m) of the APE (see Figure 4). PHSs are found throughout the study area and are associated with rural development in Williamson County. PHSs are entirely composed of buildings/structures. Current aerial imagery indicates that 32 PHSs within the APE area are no longer extant (Google Earth 2024). Seven structures appear extant on current satellite imagery. It is important to note that the historical map review may not accurately reflect the total number of PHSs currently within the APE and study areas as some of the structures may have been heavily modified or completely removed from their original context. In such circumstances, however, historic-age archaeological deposits may remain wherever historical structures formerly stood.

PRELIMINARY FOSTER CEMETERY ARCHIVAL RESEARCH

Methods

The project historian consulted Williamson County Deed Records (WCDR) available online at the Williamson County Clerk's Online Services page. Deed records for the land tract where the Foster Cemetery is thought to be located were traced back from current landowners to sovereignty to create a chain of title. These records were supplemented with Williamson County Census Records (WCCR) available online at Ancestry.com. Legacy staff were able to talk with Mr. Tim Stickley, a descendant of the Perry family, to learn more about the Perry family and the Foster Cemetery location.

Results

The Foster Cemetery consists of a small, family cemetery that is no longer visible on the landscape. According to the Foster Cemetery entry on Find-a-grave.com, the cemetery was located in a pasture on the banks of the North San Gabriel River and was impacted by a flood in 1957 (Find A Grave 2010). The flood evidently washed away markers for the interments in the cemetery. At least seven burials are reported to have been interred in the Foster Cemetery, including Charlie Foster, Edsell (sic) Foster, Mrs. Edsell (sic) Foster, Louis Foster, Mollie Foster, Infant Perry, and Infant Williams (Find A Grave 2010). This information may have been recorded from memory, as there are no birth and death dates or photographs of markers for any of these individuals. As a result, the number and ages of individuals

buried in the Foster Cemetery remain unknown. The date the cemetery was established also remains unknown.

Mr. Tim Stickley, a descendant of the Perry family who eventually bought the property from the Fosters, remembers seeing headstones for both the Perry and Williams infants, and last visited the cemetery property in the 1980s. He recalls the cemetery being situated closer to the river, about 30 to 40 yards prior to the bluff drop-off down to the water (personal communication, Tim Stickley, July 11, 2024). SWCA made a recent field visit to the potential location of the Foster Cemetery with the current landowner, Mr. Warren, and observed that there were two markers present, neither of which was *in situ*. One was uninscribed and in a push pile. The other was for Melvina Williams, the daughter of J.H. and S.E. Williams, who was a 3-month-old infant at the time of her death. This marker was lying on the ground surface, but the property owner had picked it up and propped it against a tree.

The land on which the Foster Cemetery is located was initially occupied by Isaac Casner and his family sometime after 1841 (Rootsweb 2023). The Casners kept the property in the family, passing it to their children, one of whom (Mary Elizabeth) married Elkin T. Foster and lived on the property. Melvina Williams's headstone indicates the cemetery was present by 1869, the same year that Mary Casner died. This suggests the cemetery could have been established by Isaac and Mary Casner. An 1879 deed record indicates that more than one burial was present and notes the cemetery consists of "one half acre of ground in a square shape" (WCDR 21:185). However, no boundaries or landmarks are included for the cemetery tract or the larger tract that was being conveyed. This cemetery description remains consistent in subsequent transactions.

In addition to the Williams family burying their daughter at the Foster Cemetery, it is likely that other neighbors may have interred relatives in the cemetery. For example, Mr. Stickley clarified that the infant Perry interred in the cemetery was a child of Benjamin and Hannah Perry, who were living nearby at least in 1880 and perhaps earlier (WCCR 1880). In addition, it is possible that David Roberts, who received 160 acres of Foster's land in the 1879 transaction and lived nearby (WCCR 1880), could have buried family members in the cemetery. Other potential interments include farmhands employed by the Fosters and who were listed as members of the Foster household (WCCR 1880). Mr. Stickley mentioned that at one time there were four to five sharecropper cabins located on the property (personal communication, Tim Stickley, July 11, 2024), supporting this idea.

J.W. Perry acquired Roberts' 160 acres in 1883 (WCDR 32:422) and J.W.'s son O.O. Perry acquired another 200 acres from the Fosters in 1891 (WCDR 58:338). The Perrys also established their own cemetery in 1891 on a parcel of land adjacent to the one containing the Foster Cemetery. The Perrys kept the Foster tracts within their family until 1984 (WCDR 1010:507). While the Perry family may have buried additional family members in the Foster Cemetery prior to establishing the Perry Cemetery in 1891, these burials would most likely have been infants who were born between census years. A comprehensive account of the Perry family interments has been completed and suggests those family members who survived to adulthood are interred in the Perry Cemetery (Nichols and Anderson 2024).

PROPOSED SCOPE OF WORK

Intensive Archaeological Survey

Once an Antiquities Permit has been obtained, SWCA will conduct an archaeological field survey of the 1.5-mile-long (2.5-km-long) project within an approximately 120-foot-wide (35.5-m-wide) ROW; the total acreage of the APE is 22.5 acres (9.1 ha). The field survey will be performed by a team of two SWCA archaeologists walking the proposed APE. SWCA will incorporate approximately 100-foot-wide (30.5-m-wide) transects with archaeologists examining the ground surface for artifacts and features. The

survey will be of sufficient intensity to determine the nature, extent, and, if possible, potential significance of any cultural resources located within the proposed project APE. Subsurface explorations will be accomplished through shovel testing. The placement and quantity of these excavations will depend on the level of disturbance within the proposed project APE and the nature of the soils, geology, and topography.

Shovel tests will be approximately 12 inches (30 centimeters [cm]) in diameter and excavated in arbitrary 8-inch (20-cm) levels to 31 inches (80 cm) below surface unless the bottom of Holocene deposits in depositional areas, subsoil in upland areas, or bedrock are encountered which preclude reaching that depth. The matrix will be screened through 0.25-inch mesh. The location of each shovel test will be plotted using a submeter-accurate GPS receiver, and each test will be recorded on appropriate project field forms. Shovel tests will be excavated according to THC standards. For linear projects, THC standards require a minimum of 16 shovel tests per linear mile of approximately 100-foot-wide (30.5-m-wide) ROW. Any deviations from these standards will be clearly discussed and explained in the resulting report for the investigation. Based on these standards, a minimum of 26 shovel tests will be required for this project. Areas with previously recorded sites or other cultural resources revealed in the archival research will require additional shovel testing to explore the nature of the cultural deposits. In the event that shovel test excavations determine the potential for cultural deposits deeper than 31 inches (80 cm) below surface, SWCA will make recommendations for any areas that would require deep testing (i.e., backhoe trenching) if future impacts from the proposed project are anticipated to be deeper than 31 inches (80 cm) below surface. If deep testing is determined to be necessary, an ACT permit amendment detailing this proposed methodology would be submitted to the THC for review and approval.

Site Documentation

If an archaeological site is encountered during the investigation, it will be explored as much as possible with consideration to land access constraints. All recorded sites will be mapped in detail and plotted on USGS 7.5-minute topographic quadrangle maps with a hand-held, submeter accurate GPS unit and appropriate project maps for planning purposes. All discovered sites will be assessed regarding potential significance so that recommendations can be made for property management (i.e., avoidance, non-avoidance, or further work). Existing standing structures more than 45 years in age within the indirect APE will be photographed and documented. A review of historical aerial maps will be conducted, and a preliminary assessment of the structures will be conducted by a Secretary of the Interior (SOI)-qualified architectural historian to determine their potential significance and age. The analysis will follow National Park Service (NPS) guidelines (Little et al. 2000; NPS 1983).

All discovered cultural resources will be delineated and recorded following CTA standards promulgated by the THC. Upon encountering an archaeological site in the proposed APE, it will be explored as much as possible with consideration of land access constraints. An archaeological site is defined as physical evidence of human activity that is at least 50 years old and contain, or are characterized, by one or more of the following criteria:

- Ten or more artifacts (of any class and type) within a 50-foot (15-m) diameter area. Fire-cracked rock or artifacts that all appear to originate from a single source (e.g., one ceramic pot drop, one broken glass bottle) are not considered a site; however, discrete, single knapping episodes (activity areas) are also treated as a site.
- One or more datable archaeological features (with or without associated artifacts).
- Two or more undatable archaeological features within 100 feet (30.5 m) of each other; or
- A single undatable feature with associated artifacts.

If an archaeological site is discovered during the investigation, SWCA will excavate a minimum of six shovel tests within the site and two delineation shovel tests that are negative for cultural material in each cardinal direction (n=8). Cultural manifestations observed greater than 100 feet (30.5 m) apart will be considered spatially unrelated, and cultural materials that do not fit within the aforementioned archaeological site criteria will be considered Isolated Finds (IFs). As such, IFs will be recorded noting the type and quantity of materials, as well as the size and shape of any features, architectural/construction details, possible function, and any potential relationship to nearby cultural materials. Additionally, guidelines set forth by the THC's *Guidance for Studying Late 19th-Century and Early 20th-Century Sites* (THC 2024b) will be followed for any historic-age sites documented within the APE.

SWCA proposes a non-collection survey. Artifacts will be tabulated, analyzed, and documented in the field, but not collected. Temporally diagnostic artifacts will be described in detail and photographed in the field. This policy will reduce curation costs once the fieldwork is concluded; however, as per the stipulations of the Antiquities Permit, all paperwork and photographs generated during the field investigation must be curated at an approved repository.

Foster Cemetery Investigations

This scope of work includes preliminary investigations for the Foster Cemetery, focused on determining areas with the highest potential for graves. Freese and Nichols Inc. and Williamson County intend to avoid any human internments; therefore, two alternative routes (Alternative Options 1 and 2 in Figure 5) have been established and will be investigated solely as part of the cemetery investigations.

Additional Archival Research

The project historian will conduct additional research for the Foster Cemetery, including a review of genealogy and census research available online at Ancestry.com and Find-a-grave.com, to help identify potential interments in the cemetery. The historian may also consult tax records available online through the Texas State Library and Archives. The additional archival research for the Foster Cemetery will attempt to identify the number and names of potential burials within the cemetery. Infants and children born between census years will likely be excluded from this research.

Metal Detection Survey

Based on the results of the preliminary archival research, landowner interviews, and soils and geology of the project area, graves associated with the Foster Cemetery are assumed to be located within a 2.8-acre (1.1-ha) area within the project area (see "Metal Detection Survey Area" in Figure 5). Prior to any mechanical scraping investigations, an intensive pedestrian and metal detection survey will be performed within this survey area to identify headstones, grave markers, coffin material, hardware, and/or cemetery fencing that will help focus future mechanical scraping efforts.

Prior to the metal detection survey, overview photographs will be taken of the metal detection survey area, and any vegetation that could be indicative of cemeteries will be mapped in with a submeter GPS. According to the THC, periwinkle (*Vinca* spp.) is found often in cemeteries, especially in shadier areas where it can survive (personal communication, Jenny McWilliams, THC Cemetery Preservation Program Coordinator, June 2024). However, periwinkle can move from one shady area to another as trees die out and new ones provide shade; therefore, it may no longer be growing at the exact location of a cemetery.

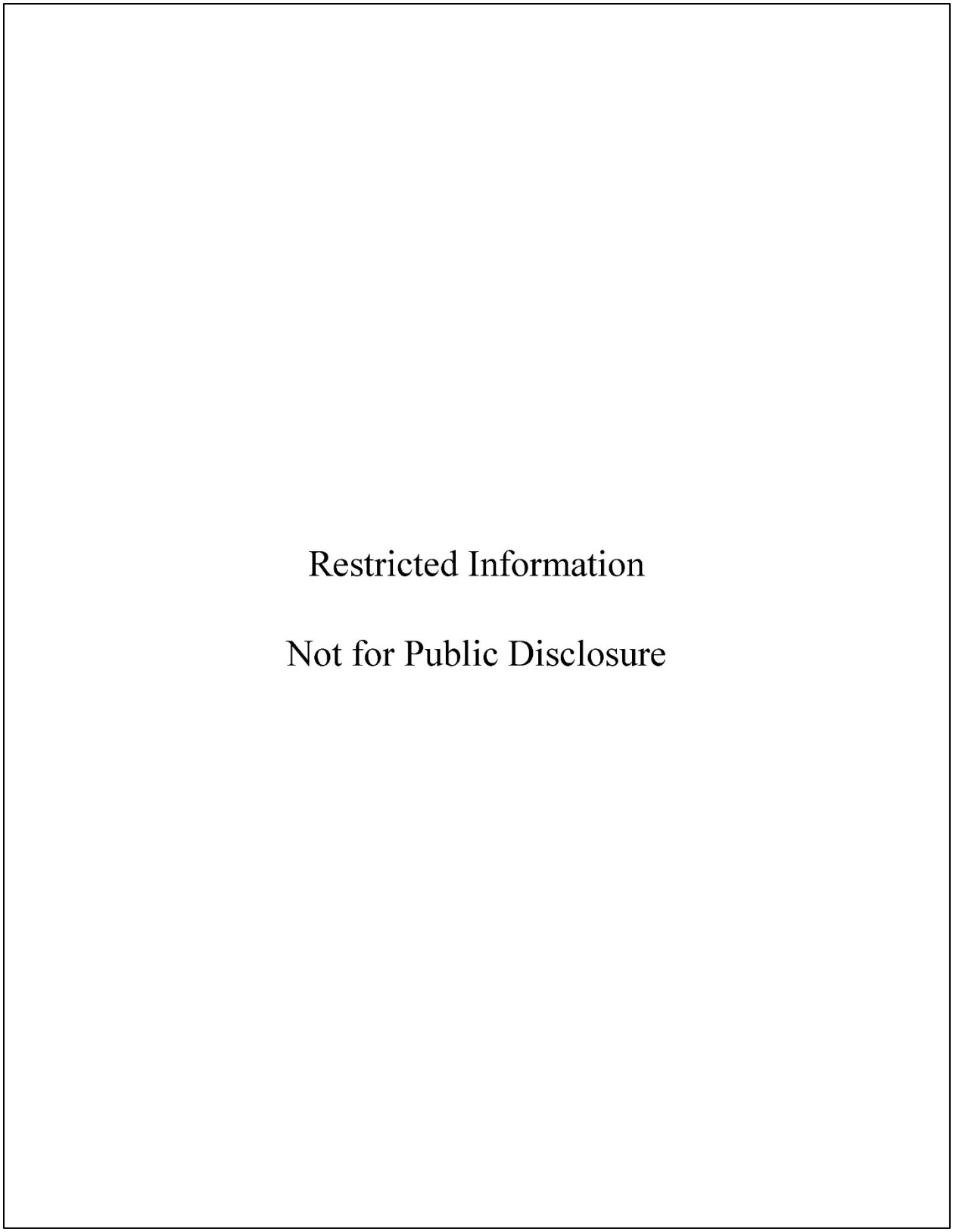


Figure 5. Foster Vicinity Cemetery area overview with metal detection survey area, aerial view.

Once the setting and vegetation is thoroughly documented, a weedwhacker or similar tool will be used to remove taller vegetation within the metal detection survey area to facilitate easier use of the metal detectors. No trees will be removed or vegetation dug up; however, a rake may be used to gently clear away debris once the area has been inspected for surface artifacts. Once this has been accomplished, 15-foot-wide (4.6-m-wide) metal detector survey transects perpendicular to the project corridor will be established with plastic pin flags and measuring tapes. The transects will be laid out with plastic pin flags at the corners of each transect with flags in between, forming a line along each transect edge. A total of 37, 15-foot-wide (4.6-m-wide) transects will be investigated within the 545-foot-long (166-m-long) metal detection survey area. Each metal detection hit will be immediately marked with a pin flag, and the transect survey will continue until two full transects are complete.

The crew will return to each hit locale and carefully excavate a probe to retrieve the item, noting the depth at which the item was recovered. All non-modern items will be recorded with a submeter-accurate GPS and recorded in a logbook. Each artifact will be thoroughly documented with notes, measurements, and photographs, and then returned to the find location. Any non-metal items associated with the hit that are historic-age artifacts or potentially diagnostic will also be documented with notes, measurements, and photographs, and then returned to the find location. Modern refuse items will be removed from the project area and disposed of and not be recorded. However, investigators will keep a count of the number of "hits" that recovered modern refuse.

The metal detectors utilized will be very low frequency (VLF) detectors, or induction balance detectors, that have an exterior transmitter coil and an interior receiver coil. The transmitter coil generates the magnetic field and transmits it into the ground. Any conductive objects in the ground (i.e., metal objects) generate a weak magnetic field in response, and that field is picked up by the receiver coil. The signal is then interpreted by the unit and transmitted to the operator through audible tones. The depth of the magnetic field generated by a VLF detector is variable based on soil conditions, but the typical depth of the magnetic field is 15 inches (~38 cm).

The VLF metal detectors that will be used during the survey have discriminator settings that can be switched back and forth, including a pinpoint setting and an iron setting. A discriminator setting adjusts the phase shifting of the metal detector, which is the difference between the transmitter coil frequency and the frequency of the target object, which give off varying frequencies based on material type. A discriminator narrows the field of detection to eliminate certain frequencies such as the level of conductivity in the soil itself or the frequency of iron or steel. These metal detector discriminators will be set to low, as some or most artifacts are expected to be iron items. The Garrett Ace 300 metal detectors that are used by SWCA have a display which indicates the specific frequency range of the detected object and the probable metal type; field testing of this feature has shown it to be reasonably accurate. This may help identify modern trash, which can be expected to skew heavily towards aluminum beverage cans, pull tabs, and foil food bags and wrappers. Hits indicated to be aluminum will be flagged and investigated in the same manner as other hits.

Once the cemetery-intensive pedestrian and metal detection investigations have been completed, SWCA will analyze the field and additional archival data and prepare a Texas Antiquities Permit Amendment. The amendment will include proposed methodology for mechanical cemetery scraping investigations which will focus on areas identified as having high potential for graves based on results of the initial cemetery field investigations and archival research from Legacy as well as any additional locations of interest depicted in LiDAR data. All cemetery investigations will be included in the overall draft report of investigations for the project.

Historic Resources Survey

SWCA will complete a reconnaissance-level historic resources survey of all historic-age (built in 1979 or earlier) resources within the APE. Historic-age resources include any districts, buildings, structures, objects, and sites identified in the APE. An assessment of effects will be completed for historic-age properties and/or districts that are recommended eligible for the NRHP.

The historic resources will be completed in accordance with TxDOT documentation standards and will adhere to THC and NPS professional standards. The direct APE is the proposed project footprint, including the proposed ROW and any permanent or temporary easements. The indirect APE will be 300 feet (91.4 m) on either side of proposed new ROW along the new alignment in addition to any temporary/permanent easements (Figure 6). Williamson Central Appraisal District (CAD) parcels that intersect the indirect APE will be surveyed for historic resources.

Resource Documentation

Per TxDOT standards, an SWCA architectural historian who meets the SOI Professional Qualifications (36 CFR Part 61) will document historic-age resources on intersecting parcels within the APE, and they will document nonhistoric-age resources on historic-age resource parcels with the primary historic-age resource record. Resource documentation will adhere to the following parameters:

- Agricultural complexes will be documented according to the *Agricultural Theme Study of Central Texas*, in that they will include extant domestic and agricultural work zones.
- Surveyed parcels will follow CAD parcels and will include "donut-hole" parcels from historical agricultural complexes to ensure capture of all associated resources within the complex.
- Each historic-age resource will have at least two photographs. Nonhistoric-age resources will have at least one photograph. Photographs will have a resolution of 1200x1600. A front façade and oblique photograph will be taken of each historic-age resource and will be captioned with photographic direction. Aerial imagery will be used to supplement documentation of obstructed resources.
- Each historic-age resource will be documented on an inventory form with at least two photographs. Nonhistoric-age resources will be documented alongside the primary historic-age resource.
- Livestock tanks will only be documented if they are part of a historic-age agricultural complex.
- Resources will be numbered from west to east. For parcels with multiple resources, the primary historic-age resource will be numbered '1A' and subordinate and/or nonhistoric-age resources will be numbered subsequently (i.e., 1B, 1C, etc.).
- Survey results will have corresponding map figures which will include the project location, the APE and intersecting parcels, and surveyed resources. If a resource is recommended eligible for the NRHP, a map figure depicting the recommended NRHP boundary for the resource and contributing/noncontributing resources to the NRHP property or district will be provided.

Approximately two survey locations with historic-age resources have been identified. SWCA anticipates the historic-age resources within the APE to have associations with agricultural, domestic, funerary, and landscape uses.

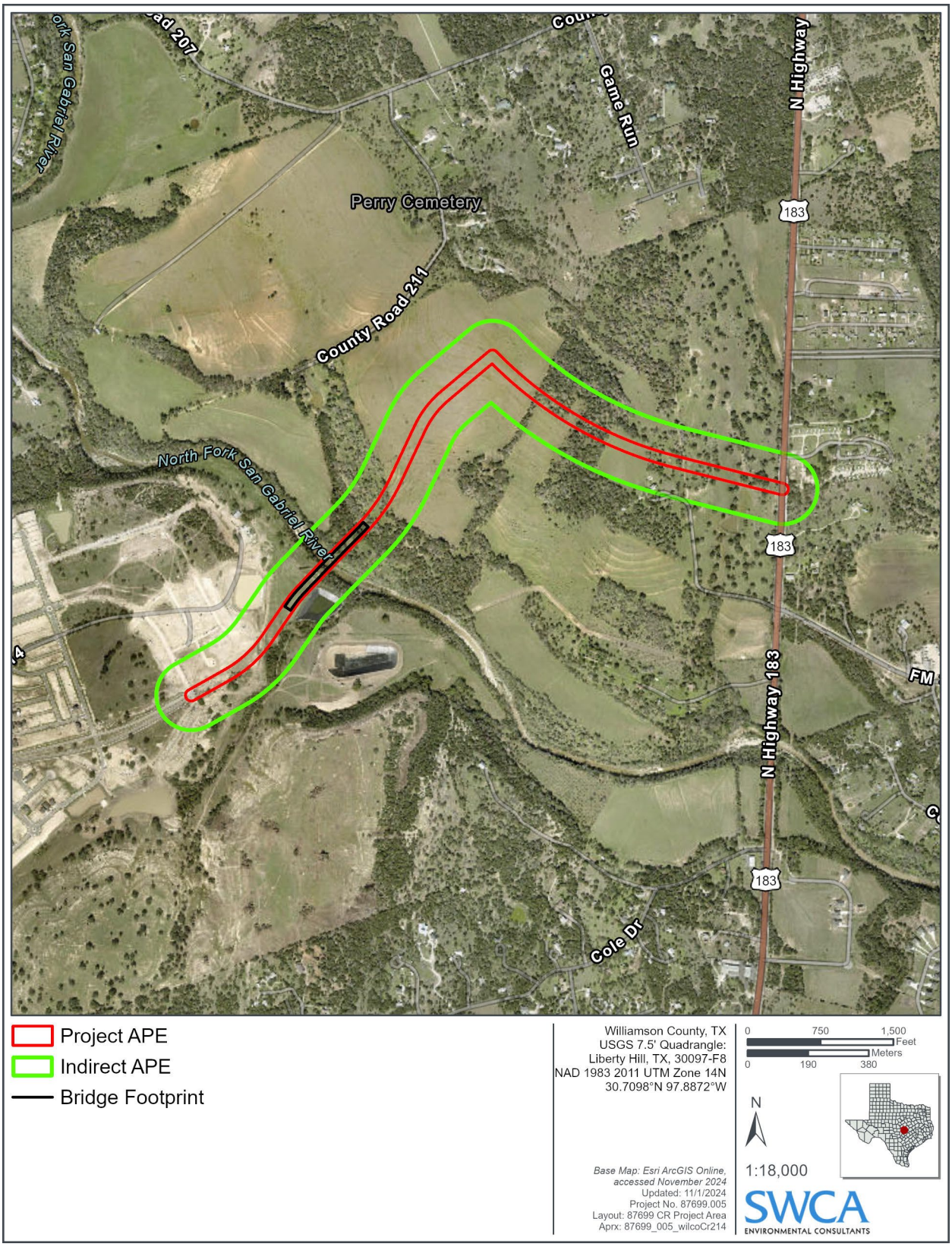


Figure 6. Indirect APE map.

Reporting and Curation

SWCA will prepare a single draft report of the investigation detailing the results of the archaeological, cemetery, and historic resources surveys. The report will conform to Section 106 of the NHPA, THC, and CTA reporting standards. The report will document the general nature of the APE, the methodology used in the investigation, the presence and condition of any previously recorded sites revealed in the records review, the general nature and extent of cultural resources encountered during the archaeological survey, recommendations on the need for further work, and the potential significance of the cultural resources regarding future development and NRHP/SAL status. This report will also include recommendations, and if applicable, an assessment of effects in regard to the historic resources. SWCA will summarize each documented historic-age resource with a brief architectural description, research findings, integrity assessment, and an NRHP evaluation. Although no historic context will be drafted for this survey, SWCA will use the following literature review to guide documentation and evaluation efforts:

- *A Field Guide to American Houses (Revised): The Definitive Guide to Identifying and Understanding America's Domestic Architecture* by Virginia Savage McAlester (McAlester 2015)
- *Agricultural Theme Study for Central Texas* by David W. Moore Jr., Martha Freeman, and Maryellen Russo (Moore et al. 2013)
- *German Seed in Texas Soil: Immigrant Farmers in Nineteenth-Century Texas* by Terry Jordan (Jordan 1994)
- *National Register Bulletin 15: How to Apply the National Register Criteria for Evaluation* by NPS Cultural Resources (NPS 1997)
- *National Register Bulletin 30: Guidelines for Evaluating and Documenting Rural Historic Landscapes* by Linda Flint McClelland, J. Timothy Keller, Genevieve P. Keller, and Robert Z. Melnick (McClelland et al. 1999)

SWCA will submit a digital draft copy of the report to Williamson County for review and comment. Once this has been accomplished, SWCA will incorporate any appropriate edits and will submit a final draft report to the THC for review and comment. As part of completing Antiquities Permit requirements, SWCA will furnish two electronic copies of the final report on a tagged PDF formatted CD, as well as APE shapefiles, to the THC, and complete an Abstracts in Texas Contract Archeology Summary form and abstract text online. Field records will be curated at an approved curatorial facility which, in this case, is the Center for Archaeological Research at The University of Texas at San Antonio, per requirements of the ACT.

REFERENCES CITED

Barnes, V.E. 1974. Geologic Atlas of Texas, Austin Sheet. Bureau of Economic Geology, The University of Texas at Austin.

Find A Grave. 2000a. Anderson Cemetery in Texas - Find a Grave Cemetery. Available at https://www.findagrave.com/cemetery/2114/anderson-cemetery. Accessed June 2024.

———. 2000b. Perry Cemetery in Texas - Find a Grave Cemetery. Available at https://www.findagrave.com/cemetery/184659/perry-cemetery. Accessed June 2024

———. 2010. Foster Cemetery in Liberty Hill, Texas - Find a Grave Cemetery. Available at https://www.findagrave.com/cemetery/2360366/foster-cemetery. Accessed July 2024.

Foster, T.R., T. Summerville, and T. Brown. 2006. The Texas Historic Overlay: A Geographic Information System of Historic Map Images for Planning Transportation Projects in Texas. Prepared for the Texas Department of Transportation by PBS&J, Austin.

Google Earth. 2024. Aerial imagery. Available at www.earth.google.com. Accessed June 2024.

Griffith, Glenn E., S.A. Bryce, J.M. Omernik, and A.C. Rogers. 2007. *Ecoregions of Texas.* Texas Commission on Environmental Quality Surface Water Quality Monitoring Program, Austin, Texas.

Jordan, Terry G. 1994. *German Seed in Texas Soil: Immigrant Farmers in Nineteenth-Century Texas*. University of Texas Press. Austin, Texas.

Little, Barbara, Erika Martin Seibert, Jan Townsend, John H. Sprinkle, and John Knoerl. 2000. *Guidelines for Evaluating and Registering Archeological Properties*. National Register Bulletin 36. National Park Service, US Department of the Interior, Washington D. C.

McAlester, Virginia Savage. 2015. *A Field Guide to American Houses: The Definitive Guide to Identifying and Understanding America's Domestic Architecture*. Revised. Knopf. New York City.

McClelland, Linda Flint, J. Timothy Keller, Genevieve P. Keller, and Robert Z. Melnick. 1999. National Register Bulletin 30: Guidelines for Evaluating and Documenting Rural Historic Landscapes. U.S. Department of the Interior, National Park Service, Cultural Resources. Washington, D.C.

Moore, David W. Jr, Martha Freeman, and Maryellen Russo. 2013. *Agricultural Theme Study for Central Texas*. Historical Studies Report No. 2013-01. Texas Department of Transportation, Environmental Affairs Division, Historical Studies Branch. Austin, Texas.

National Park Service (NPS). 1983. "Archeology and Historic Preservation; Secretary of the Interior's Standards and Guidelines". Federal Register 48, No. 190 (September 29, 1983): 44716-44742. https://www.nps.gov/subjects/historicpreservation/upload/standards-guidelines-archeology-historic-preservation.pdf.

———. 1997. *National Register Bulletin 15: How to Apply the National Register Criteria for Evaluation*. U.S. Department of the Interior, National Park Service, Cultural Resources. Washington, D.C.

Nationwide Environmental Title Research (NETR). 2024. Historic Aerials by NETROnline. Available at: https://historicaerials.com/viewer. Accessed June 2024.

Natural Resources Conservation Service (NRCS). 2024. Web Soil Survey. U.S. Department of Agriculture. Available at: http://websoilsurvey.nrcs.usda.gov. Accessed June 2024.

Nichols, Melanie, and Nesta Anderson. 2024. *Archaeological Scraping of Proposed I2 Corridor Adjacent to Perry Cemetery, Liberty Hill, Williamson County, Texas*. Legacy Cultural Resources. Austin, Texas.

Rootsweb. 2023. "Isaac Casner." Available at: https://freepages.rootsweb.com/~nancygcunningham/genealogy/casner%20page/casner.htm. Accessed July 2024.

Stickley, Tim. 2024. Personal Communication, July 11, 2024.

Texas Department of Transportation (TxDOT). 2024. TxDOT Historic Resources Aggregator, TxDOT Environmental Affairs Division. Austin, Texas. Available at https://txdot.maps.arcgis.com/apps/webappviewer/index.html?id=e13ba0aa78bf4548a8e98758177a8dd5. Accessed June 2024.

Texas Historical Commission (THC). 2024a. Texas Archeological and Historic Site Atlas, restricted database. A joint venture of Texas Historical Commission and Texas Archeological Research Laboratory. Available at: http://atlas.thc.state.tx.us. Accessed June 2024.

———. 2024b. *Guidance For Studying Late 19th-Century And Early 20th-Century Sites. Texas Historical Commission*. Available at https://www.thc.texas.gov/public/upload/publications/Revised_19th_and_20th_Century_Sites_0.pdf. Accessed June 2024.

U.S. Geological Survey (USGS). 2024a. Pocket Texas Geology. Available at: https://txpub.usgs.gov/txgeology/. Accessed June 2024.

———. 2024b. The National Geologic Map Database (TopoView). Historical topographic map collection. Available at: http://ngmdb.usgs.gov/maps/TopoView/. Accessed June 2024.

Williamson County Census Records (WCCR). 1850–1940. Available at: Ancestry.com. https://www.ancestry.com/search/categories/35/?searchOrigin=navigation_header. Accessed August 2024.

Williamson County Deed Records (WCDR). 1841–1990. Williamson County Clerk Online Services Official Public Record Search and Copies – Web. Available at: https://williamsoncountytx-web.tylerhost.net/williamsonweb/search/DOCSEARCH149S1. Accessed July 2024.

Wilson, Bonnie Tipton, and Gregory Smith. 2018. *Monuments and Buildings of the Texas Centennial National Register of Historic Places Multiple Property Documentation Form*. Texas Historical Commission. Austin, Texas.

Commissioners Court - Regular Session **75.**

Meeting Date: 11/19/2024

CR 214 Extension CAR Letter of Transfer

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding a Letter of Transfer/Ownership to the Center for Archeological Research (CAR), for archaeological collections (records only) obtained as part of the Texas Historical Commission permit process required as part of the Due Diligence Environmental Investigations on the CR 214 Extension Project, a Road Bond Project in Commissioner Pct. 2. Project: P345.

Background

The Texas Historical Commission requires that as part of the Environmental Due Diligence Investigations, any records are to be kept by the CAR. A copy of the final report will be provided to the CAR per 13 TAC 26.1 for their records.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CR214Ext-GovntTransferLtr

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/14/2024 12:31 PM
Form Started By: Marie Walters		Started On: 11/13/2024 11:25 PM
Final Approval Date: 11/14/2024		

Acc CAR _____

CENTER FOR ARCHAEOLOGICAL RESEARCH
GOVERNMENTAL AGENCY CURATION AGREEMENT

This letter documents the transfer of archaeological collections and records from

Williamson County

name of governmental agency and/or subdivision

to the Center for Archaeological Research (CAR), The University of Texas at San Antonio (UTSA), for the following:

Project CR 214

Project No. SWCA No. 87699-005

County(ies) Williamson Co.

Site No(s)

Permitting Agency TAC Permit # TBD

Description of Materials
Records and photographs generated during pedestrian and shovel test survey

The transfer of the above described documents and materials to CAR is made for the purpose of allowing CAR to retain in trust for Sponsor in accordance with the provisions of Tex. Nat. Res. Code §191.058(b), the regulations promulgated by the Texas Historical Commission found in 13 T.A.C. §26.1, et. seq., and all other applicable laws and regulations. As the curating facility, CAR may make copies, electronically scan images or documents, microfilm, make loans, request and authorize analyses, reorganize the collection, and otherwise preserve, conserve and use these materials as outlined in guidelines for curation repositories. Any permanent transfer of items should be to a facility with equal capacity for permanent curation. Though CAR is the acknowledged holder of these materials and may use them as stated above, actual ownership of the materials and records rests with the governmental entity indicated as Sponsoring Agency. Unless otherwise prohibited by state or federal law or regulation, CAR agrees that upon the written request of Sponsor, the materials shall be returned to Sponsor for temporary or permanent display in a certified curation facility that can properly display and maintain the materials.

Signature - Authorized Agent of Sub. Gov. Agency	Signature - Authorized Agent of Sub. Arch.
Authorized Agent of Sponsor (type or print)	Christina Nielsen Authorized Agent of Sub. Arch. (type or print)
Williamson Co. Judge Title/Position	Principal Investigator Title/Position
Date	11/4/2024 Date
Address: 710 Main Street, Suite 101 Georgetown, TX 78626	Address: 4407 Monterey Oaks Blvd. Bldg. 1, Suite 110 Austin, Tx 78749

Commissioners Court - Regular Session **76.**

Meeting Date: 11/19/2024

East Wilco Hwy (SE Loop) Seg. 2 Ph. 1 JMT Amendment #6

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Contract Amendment No. 6 to the Corridor A1 and A2 contract executed March 13, 2017 between Williamson County and Johnson, Mirmiran, & Thompson (JMT) relating to the 2023 Road Bond Program. Project: P392. Fund Source: Road Bonds.

Background

The Contract Amendment No. 6 amends the contract compensation cap by $300,000.00 from $7,500,000.00 to $7,800,000.00. This will allow for the execution of Work Authorization No. 7 in the amount of $120,252.80 to authorize fieldwork, analysis, and reporting related to the archeological investigation under TAC permit for 41WA1535 and FM 1660 intersection.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

EWH-SELoop-Seg2Ph1-JMT-Amendment06

EWH-SELoop-Seg2Ph1-JMT-WA07

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/14/2024 01:09 PM
Form Started By: Marie Walters		Started On: 11/14/2024
Final Approval Date: 11/14/2024		

CONTRACT AMENDMENT NO. 6
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY LONG RANGE TRANSPORTATION CORRIDOR PROJECT:
Corridor A-1 and A-2 ("Project")

THIS CONTRACT AMENDMENT NO. *6* 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 Johnson, Mirmiran & Thompson, Inc. (JMT) (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 March 13, 2017 (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to $7,500,000.00; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

I. The Compensation Cap under Article 5 of the Contract 1s hereby increased from $7,500,000.00 to $7,800,000.00.

II. The hourly Rates in the original Exhibit D of the Contract are hereby amended as shown in the attached revised Exhibit D-6.

All other terms of the Contract are unchanged and will remain in full force and effect.

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER:	**COUNTY:**
By:	By: _____
Signature	Signature
Kristi D. Flagg, P.E.	_____
Printed Name	Printed Name
Senior Vice President	_____
Title	Title
10/24/2024	_____
Date	Date

EXHIBIT D-6

RATE SCHEDULE

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

Exhibit D-6 -Rate Schedule
TRANSPORTATION CORRIDOR A-1

Johnson, Mirmiran & Thompson, Inc.

Labor/Staff Classification	FY 217 Fully Burdened Labor Rates Per Hour	FY 2023 Fully Burdened Labor Rates Per Hour	FY 2024 Fully Burdened Labor Rates Per Hour
Project Director	$225.00	$278.48	$292.00
Sr. Project Manager	$220.00	$272.29	$285.00
Senior Professional 2	$200.00	$247.54	$259.00
Senior Professional 1	$175.00	$216.60	$227.00
Professional 2 / Sr. Engineering Technician	$150.00	$185.66	$194.00
Professional 1 / Engineering Technician	$115.00	$142.33	$149.00
Admin / Clerical	$65.00	$80.45	$84.00
Sr. ENV Scientist II			$150.00
Sr. ENV Scientist			$140.70
ENV Professional I			$ 95.00
ENV Staff III			$ 85.00
ENV Staff II			$ 75.00

CPI ADJUSTMENT CALCULATION				
BASE (1982-84) = 100	100			
March 2017 PSA SIGNED	236.154		March 2017 PSA	236.154
February 2023	292.285		September 2024	306.078
DELTA	23.77%		DELTA	29.61%

Exhibit D-6 -Rate Schedule
TRANSPORTATION CORRIDOR A-1

Alliance Transportation Group, Inc.

Labor/Staff Classification	FY 2017 Fully Burdened Labor Rates Per Hour	FY 2023 Fully Burdened Labor Rates Per Hour	FY 2024 Fully Burdened Labor Rates Per Hour
Project Principal	$250.00	$309.43	$324.00
Senior Project Engineer	$244.00	$302.00	$316.00
Senior Engineer	$193.00	$238.88	$250.00
Project Engineer	$144.00	$178.23	$187.00
Engineer-in-Training (EIT)	$101.00	$125.01	$131.00
Senior Engineering Technician	$133.00	$164.61	$172.00
Engineering Technician	$90.00	$111.39	$117.00
Planning Director	$230.00	$284.67	$298.00
Senior Travel Demand Modeler	$182.00	$225.26	$236.00
Travel Demand Modeler III	$137.00	$169.56	$178.00
Travel Demand Modeler II	$117.00	$144.81	$152.00
Senior Planner	$162.00	$200.51	$210.00
Planner II	$125.00	$154.71	$162.00
Planner I	$85.00	$105.20	$110.00
Project Administrator	$104.00	$128.72	$135.00
Clerical	$65.00	$80.45	$84.00

Exhibit D-6 -Rate Schedule
TRANSPORTATION CORRIDOR A-1

Buie & Co. Public Relations

Labor/Staff Classification	FY 2017 Fully Burdened Labor Rates Per Hour	FY 2023 Fully Burdened Labor Rates Per Hour	FY 2024 Fully Burdened Labor Rates Per Hour
Principal	$185.00	$228.97	$240.00
Account Manager	$140.00	$173.28	$181.00
Graphic Designer	$125.00	$154.71	$162.00
Account Coordinator	$120.00	$148.52	$156.00
Administrative	$58.00	$71.79	$75.00

Exhibit D-6 -Rate Schedule
TRANSPORTATION CORRIDOR A-1

Stantec Consulting Services, Inc.

Labor/Staff Classification	FY 2017 Fully Burdened Labor Rates Per Hour	FY 2023 Fully Burdened Labor Rates Per Hour	FY 2024 Fully Burdened Labor Rates Per Hour
Sr. Environmental Scientist II	$150.00	$185.66	$194.00
Sr. Environmental Scientist I	$130.00	$160.90	$168.00
Environmental Professional II	$110.00	$136.15	$143.00
Environmental Professional I	$ 95.00	$117.58	$123.00
Environmental Staff Ill	$ 85.00	$105.20	$110.00
Environmental Staff II	$ 75.00	$92.83	$97.00
Environmental Staff I	$ 65.00	$80.45	$84.00
Environmental Tech II	$ 55.00	$68.07	$71.00
Environmental Tech I	$ 45.00	$55.70	$58.00

Exhibit D-6 -Rate Schedule
TRANSPORTATION CORRIDOR A-1

Cobb, Fendley & Associates, Inc.

Labor/Staff Classification	FY 2017 Fully Burdened Labor Rates Per Hour	FY 2023 Fully Burdened Labor Rates Per Hour	FY 2024 Fully Burdened Labor Rates Per Hour
Senior Engineer	$235.00	$290.86	$305.00
Project Engineer	$125.00	$154.71	$162.00
Senior Tech	$135.00	$167.09	$175.00
Tech	$110.00	$136.15	$143.00
Senior Utility Specialist	$150.00	$185.66	$194.00
Utility Specialist	$125.00	$154.71	$162.00

Exhibit D-6 - Rate Schedule

TRANSPORTATION CORRIDOR A-1

HVJ, Inc.

Labor/Staff Classification	FY 2017 Fully Burdened Labor Rates Per Hour	FY 2023 Fully Burdened Labor Rates Per Hour	FY 2024 Fully Burdened Labor Rates Per Hour
Senior Project Manager	$175.00	$216.60	$227.00
Project Engineer	$125.00	$154.71	$162.00
Staff Engineer	$100.00	$123.77	$130.00
Senior Technician	$60.00	$74.26	$78.00
Technician	$55.00	$68.07	$71.00

Exhibit D-6 -Rate Schedule

TRANSPORTATION CORRIDOR A-1

Hardesty & Hanover, LLC

Labor/Staff Classification	FY 2017 Fully Burdened Labor Rates Per Hour	FY 2023 Fully Burdened Labor Rates Per Hour	FY 2024 Fully Burdened Labor Rates Per Hour
Principal Engineer	$200.00	$247.54	$259.00
Senior QC Engineer	$165.00	$204.22	$214.00
Senior Project Manager	$155.00	$191.84	$201.00
Senior Engineer	$145.00	$179.47	$188.00
Project Engineer	$120.00	$148.52	$156.00
Design Engineer	$105.00	$129.96	$136.00
Engineer-in-Training II	$95.00	$117.58	$123.00
Engineering-in-Training	$87.00	$107.68	$113.00
Graduate Engineer	$70.00	$86.64	$91.00
Senior CAD Manager	$120.00	$148.52	$156.00
CAD Technician	$85.00	$105.20	$110.00
Junior CAD Technician	$70.00	$86.64	$91.00
Admin/Clerical	$60.00	$74.26	$78.00

Exhibit D-6 -Rate Schedule
TRANSPORTATION CORRIDOR A-1

Rifeline, LLC

Labor/Staff Classification	FY 2017 Fully Burdened Labor Rates Per Hour	FY 2023 Fully Burdened Labor Rates Per Hour	FY 2024 Fully Burdened Labor Rates Per Hour
President	$200.00	$247.54	$259.00
Vice President	$180.00	$222.79	$233.00
Sr. Public Affairs Manager	$180.00	$222.79	$233.00
Director of Communications and Strategy	$170.00	$210.41	$220.00
Public Involvement Manager	$160.00	$198.03	$207.00
Community Outreach Manager	$150.00	$185.66	$194.00
Community Outreach Coordinator	$120.00	$148.52	$156.00
Admin/Clerical	$58.00	$71.79	$75.00

Exhibit D-6 - Rate Schedule

TRANSPORTATION CORRIDOR A-1

Surveying and Mapping, LLC

Labor/Staff Classification	FY 2017 Fully Burdened Labor Rates Per Hour	FY 2023 Fully Burdened Labor Rates Per Hour	FY 2024 Fully Burdened Labor Rates Per Hour
Principal	$170.00	$210.41	$220.00
Senior Project Manager	$145.00	$179.47	$188.00
Project Manager	$125.00	$154.71	$162.00
Senior Survey Technician	$96.00	$118.82	$124.00
Survey Technician	$88.00	$108.92	$114.00
Administrator/Clerical Support	$70.00	$86.64	$91.00
Two (2) Person Survey Field Crew	$130.00	$160.90	$168.00
Three (3) Person Survey Field Crew	$160.00	$198.03	$207.00
Additional Rodperson, Chainperson, Flagperson	$32.00	$39.61	$41.00
One (1) Person Survey Field Crew w/REceiver or Robotic total station	$105.00	$129.96	$136.00
Project Coordinator - Mobil LiDAR	$120.70	$149.39	$156.00
Mobile LiDAR Processing Technician	$96.56	$119.51	$125.00
Project Coordinator - AM	$131.67	$162.97	$171.00
Certified Photogrametrists	$108.6	$133.99	$140.00
Analytical Triangulation Specialists	$85.35	$105.64	$111.00
Aerial Mapping Technician	$86.32	$106.84	$112.00
Orthophoto Specialist	$86.32	$106.84	$112.00
Mapping Editor (includes QA/QC, Finishing & Finalization)	$75.34	$93.25	$98.00
Aerial Office Technician	$73.15	$90.54	$95.00
Project Coordinator - AP	$115.02	$142.36	$149.00
Aerial Processing Technician	$84.82	$104.98	$110.00
Project Coordinator - FWAL	$110.37	$136.60	$143.00
Airborn LiDAR Processing Technician	$86.29	$106.80	$112.00
Project Coordinator - HAL	$110.46	$136.72	$143.00
Helicopter LiDAR Processing Technician	$107.71	$133.31	$140.00
Geospatial Project Manager, Senior	$215.00	$266.11	$279.00
Geospatial Project Manager	$175.00	$216.60	$227.00
Photogrammetrist/Project Lead	$115.00	$142.34	$149.00
2 Person UAS Crew - Unmanned Pilot & Observer	$195.00	$241.35	$253.00
Pilot	$130.00	$160.90	$168.00

Exhibit D-6 -Rate Schedule

Direct Expenses

TRANSPORTATION CORRIDOR

A-1

Johnson, Mirmiran & Thompson, Inc.

DESCRIPTION	UNIT	UNIT COST
In-house Photocopies B/W (81/2" X 11")	Per Page	$0.16
In-house Photocopies Color (8 1/2" X 11")	Per Page	$0.75
In-house Photocopies B/W (11" X 17")	Per Page	$0.32
In-house Photocopies Color (11" X 17")	Per Page	$1.50
In-house Plots (B/W on Bond)	SF	$0.75
In-house Plots (Color on Bond)	SF	$1.75
In-house Large Format Plotting	SF	$2.50
In-house Mounting of Large Exhibits	SF	$10.00
Trimble On-Demand	Per Hour	$13.00
Backhoe Rental	Per Day	$2,000.00
Radiocarbon Dating	Per Sample	$349.00
Records Curation Fees	Per Project	$456.00
Collections Curation Fees	Per Project	$760.00
TARL Site Form	Per Form	$96.00
Tree Removal/Mowing	Per Project	$6,800.00
Paleoethnobotanical Analysis	Per Project	$1,120.00
Magnetometer Survey	Per Project	$9,000.00

Exhibit D-6 -Rate Schedule
Direct Expenses
TRANSPORTATION CORRIDOR A-1
Alliance Transportation Group, Inc.

DESCRIPTION	UNIT	UNIT COST
In-house Photocopies B/W (8 1/2" X 11")	Per Page	$0.16
In-house Photocopies Color (8 1/2" X 11")	Per Page	$0.75
In-house Photocopies B/W (11" X 17")	Per Page	$0.32
In-house Photocopies Color (11" X 17")	Per Page	$1.50
24 Hour Counts (4)	Each	$135.00
2-Hour Turning Movement Counts (2)	Each	$650.00

Exhibit D-6 -Rate Schedule
Direct Expenses
TRANSPORTATION CORRIDOR A-1
BUIE & Co. Public Relations

DESCRIPTION	UNIT	UNIT COST
In- house Photocopies B/W (8 1/2" X 11")	Per Page	$0.16
In-house Photocopies Color (8 1/2" X 11")	Per Page	$0.75
In-house Photocopies B/W (11" X 17")	Per Page	$0.32
In-house Photocopies Color (11" X 17")	Per Page	$1.50

Exhibit D-6 -Rate Schedule
Direct Expenses
TRANSPORTATION CORRIDOR A-1
Stantec Consulting Services, Inc.

DESCRIPTION	UNIT	UNIT COST
In-house Photocopies B/W (8 1/2" X 11")	Per Page	$0.16
In-house Photocopies Color (8 1/2" X 11")	Per Page	$0.75
In-house Photocopies B/W (11" X 17")	Per Page	$0.32
In-house Photocopies Color (11" X 17")	Per Page	$1.50
Hazardous Materials Database Search	Per Search	$550.00
Environmental Database Search	Per Mile	$250.00
Historical Aerial Photographs	Each	$35.00
Noise Meter Rental	Per Project	$165.00
Environmental Field Supplies (lathes, stakes, flagging, spray paint, etc.)	Day	$40.00
Backhoe Rental	Day	$1,350.00
TARL Curation Fee	Drawer	$6,640.00
TARL Site Registration	Site	$96.00
Overnight Mail – Letter Size	Each	$22.95
Overnight Mail – Oversized Box	Each	$70.00

Exhibit D-6 -Rate Schedule
Direct Expenses
TRANSPORTATION CORRIDOR A-1
Cobb Fendley & Associates, Inc.

DESCRIPTION	UNIT	UNIT COST
In-house Photocopies B/W (8 1/2" X 11")	Per Page	$0.16
In-house Photocopies Color (8 1/2" X 11")	Per Page	$0.75
In-house Photocopies B/W (11" X 17")	Per Page	$0.32
In-house Photocopies Color (11" X 17")	Per Page	$1.50
In-house Plots (B/W on Bond)	SF	$0.75
In-house Plots (Color on Bond)	SF	$1.75

Exhibit D-6- Rate Schedule
Direct Expenses
TRANSPORTATION CORRIDOR A-1
HVJ, Inc.

DESCRIPTION	UNIT	UNIT COST
Rig Mobilization	Each	$566.50
Undisturbed Sample Boring w/3” Shelby Tube	LF	$22.50
Add Rock Coring (Rock Voing Cost-Soft&Hard Rock)	LF	$22.50
Texas Cone Penetration	Each	$25.00
Standard Penetration Test	Each	$22.50
Grout Backfill	LF	$5.00
Moisture Content	Each	$18.00
Hydrometer Test	Each	$200.00
Atterberg Limits Test	Each	$75.00
Unconfined Compressive Strength Test	Each	$65.00
Texas Triaxial Test	Each	$1,750.00
Percent Passing No. 200 Sieve Test	Each	$35.00
Sulfate Testing	Each	$75.00
Soil pH Testing	Each	$200.00
Consolidation Testing	Each	$350.00
Swell Test	Each	$300.00
Mobilization/Demobilization for Falling Weight	Each	$400.00
FWD Equipment	Day	$2,600.00
Sieve Analysis	Each	$77.25
Consolidated Undrained Triaxial Testing	Each	$725.00
Unconsolidated Undrained Triaxial Testing	Each	$135.00
Soil Lime/Cement Compression Testing	Each	$1,750.00
California Bearing Ratio Testing	Each	$600.00
Traffic Control	Day	$2,500.00
Clearin	Day	$3,000.00
ATV Rib Mobilization Surcharge	Each	$1,500.00

Exhibit D-6 -Rate Schedule
Direct Expenses
TRANSPORTATION CORRIDOR A-1
Hardesty & Hanover, LLC

DESCRIPTION	UNIT	UNIT COST
In-house Photocopies B/W {8 1/2" X 11")	Per Page	$0.16
In-house Photocopies Color {81/2" X 11")	Per Page	$0.75
In-house Photocopies B/W {11" X 17")	Per Page	$0.32
In-house Photocopies Color {11" X 17")	Per Page	$1.50
In-house Plots {B/W on Bond)	SF	$0.75
In-house Plots {Color on Bond)	SF	$1.75
In-house Large Format Plotting	SF	$2.50
In-house Mounting of Large Exhibits	SF	$10.00

Exhibit D-6 -Rate Schedule
Direct Expenses
TRANSPORTATION CORRIDOR A-1
Rifeline, LLC

DESCRIPTION	**UNIT**	UNIT COST
In- house Photocopies B/W (8 1/2" X 11")	Per Page	$0.16
In-house Photocopies Color (8 1/2" X 11")	Per Page	$0.75
In-house Photocopies B/W (11" X 17")	Per Page	$0.32
In-house Photocopies Color (11" X 17")	Per Page	$1.50

Exhibit D-6 - Rate Schedule
Direct Expenses
TRANSPORTATION CORRIDOR A-1
Surveying and Mapping, LLC

DESCRIPTION	UNIT	UNIT COST
In-house Photocopies B/W (8 1/2" X 11")	Per Page	$0.16
In-house Photocopies Color (8 1/2" X 11")	Per Page	$0.75
In-house Photocopies B/W (11" X 17")	PerPage	$0.32
In-house Photocopies Color (11" X 17")	Per Page	$1.50
In-house Plots (B/W on Bond)	SF	$0.75
In-house Plots (Color on Bond)	SF	$1.75
In-house Large Format Plotting	SF	$2.50
In-house Mounting of Large Exhibits	SF	$10.00
In-house Traffic Control	Day	$1,500.00
GPS Receiver	Hour	$25.00
Terrestrial Laser Scanner	Hour	$80.00
LiDAR Workstation	Hour	$25.00
Helicopter Rate	Hour	$1,650.00
Aerial Lidar System	Day	$6,500.00
Digital Imagery Processing	Each	$20.00
LiDAR Mobile Mapping System	Day	$6,000.00
Aerial Photography Flight Crew Fixed Wing Aircraft	Hour	$180.00
LiDAR Flight Crew Fixed Wing Aircraft (includes Pilot and LiDAR Operator)	Hour	$192.00
Helicopter Flight Crew (Includes Pilot and LiDAR Operator)	Hour	$190.00
AP Transit Miles	Mile	$5.90
AP Project Flight Miles	Mile	$20.00
AP ABGPS Processing	Project	$2,250.00
FWAL Transit Miles	Mile	$6.00
FWAL Project Flight Miles	Mile	$20.00
B&W processing (film, development, scanning)	Each	$16.00
CIR processing (film, development, scanning)	Each	$23.00
Color processing (film, development, scanning)	Each	$26.00
Digital Image Processing	Each	$20.00

WORK AUTHORIZATION NO. 7

WILLIAMSON COUNTY ROAD BOND PROJECT:
Southeast Loop Phase 2

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **March 13, 2017** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Johnson, Mirmiran & Thompson, Inc. (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is $120,252.80.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on July 30, 2025. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED _____

ENGINEER:	**COUNTY:**
Johnson, Mirmiran & Thompson, Inc.	Williamson County, Texas
By: _____	By: _____
Signature	Signature
Kristi Flagg	
Printed Name	Printed Name
Senior Vice President	
Title	Title
10/24/2024	
Date	Date

LIST OF ATTACHMENTS

Attachment A7 - Services to be Provided by County

Attachment B7- Services to be Provided by Engineer

Attachment C7 - Work Schedule

Attachment D7 - Fee Schedule

APPROVED
By Christen Eschberger at 7:54 am, Nov 14, 2024

ATTACHMENT A7
SERVICES TO BE PROVIDED BY THE COUNTY
FOR SOUTHEAST LOOP PHASE 2

In general, Williamson County and its representatives to their best efforts will render services as follows:

1. Name, business address, and phone number of County's project manager.

2. Assistance to the Engineer, as necessary, with obtaining data and information from other local, regional, State and Federal agencies required for this project.

3. Obtain Rights of Entry from landowners that are willing to grant access to the Engineer.

4. Provide available appropriate County data on file including plans and specifications that are deemed pertinent to the completion of the work required by the scope of services (including previous hydraulic studies, models, previous reports and studies, available existing traffic counts, and design year traffic projections).

5. Provide available criteria and full information as to the client's requirements for the project. Provide examples of acceptable format for the required deliverables.

6. Provide information on any meetings/discussions held with adjoining property owners that may impact the project.

7. Provide timely reviews and decisions necessary for the Engineer to maintain the project work schedule. Review recommendations offered by the Engineer, progress of work, and final acceptance of all documents.

8. Submittal of documentation and permits to regulatory agencies for review and comment, when specified.

9. Support project development efforts with stakeholders, coordinate meetings and interface with stakeholders, as needed.

10. Post and maintain project information for public consumption on the County website.

11. Assist with Coordination between the Engineer and the County's other consultants.

12. Negotiate with all utility companies for any agreements and/or relocations required.

13. Provide an agent as necessary to secure proposed ROW and relocate/remove improvements on proposed ROW.

14. Provide construction observation and review contractor pay application and progress.

15. Provide Engineer with Contractor submittals, Requests for Information (RFI's, shop drawings, and correspondence.

16. Review Engineer progress, submittals, and plan changes.

ATTACHMENT B7
SERVICES TO BE PROVIDED BY THE ENGINEER
CONSTRUCTION PHASE SERVICES FOR
SOUTHEAST LOOP PHASE 2

PROJECT DESCRIPTION

Project Limits
New location from CR 137 to CR 404.

Proposed Facility

Construct a new 2 lane roadway with continuous turn lanes and shared use path to serve as the future eastbound / northbound frontage road.

TASK DESCRIPTIONS

The Engineer shall categorize each task performed to correspond with the following Task Numbers and descriptions.

Scope of Work

Fieldwork, analysis and reporting for archeological investigations under TAC permit for 41WM1535 and FM 1660 realignment.

1. PROJECT MANAGEMENT (JMT)
    a. Monthly Progress Report, Invoices, and Billings (7 months assumed):
        - Submit monthly progress status reports to the GEC. Progress reports will include deliverable table, tasks completed, tasks/objectives that are planned for the upcoming periods, list or description of items or decisions needed from the County and its representative. Subconsultant progress will be incorporated into the monthly progress report. A copy of the monthly progress report will be uploaded to ProjectWise.
        - Prepare correspondence, invoices, and progress reports monthly in accordance with current County requirements.
    b. Project Coordination & Administration (7 months assumed):
        - Prepare and maintain routine project record keeping including records of meetings and minutes.
        - Correspondence and coordination will be handled through & with the concurrence of the GEC.
        - Manage project activities (including documenting emails, phone and conference

calls, maintain project files for the length of the project, meeting agendas, meeting minutes, and schedule meetings), direct Engineer's team/staff, coordinate and review sub consultant work, correspond with the County and its representatives, and assist the County and its representatives in preparing responses to project-related inquiries.

Deliverables:

- Monthly Invoices and Progress Reports
- Meeting Minutes, Sign-In Sheets, and Agendas

7. ENVIRONMENTAL SERVICES

e. Texas Antiquities Code (TAC) Compliance:

- Agency coordination
    i. Continue coordination with the THC throughout the project to ensure the terms of the Antiquities Permit are met.
- Field work
    i. Conduct archeological fieldwork at site 41WM1535 to determine its eligibility for listing in the National Register of Historic Places (NRHP) or as a State Archeological Landmark (SAL). Proposed fieldwork will consist of magnetometer survey, mechanical trenching, and hand excavation of test units. JMT assumes that testing fieldwork will consist of excavation of no more than ten (10) mechanical trenches and no more than four (4) cubic meters of hand-excavated sediment.
    ii. All artifacts collected from hand excavations will be collected for analysis and curation except for thermally altered rocks. Thermally altered rocks will be sorted by size and weighed by size and provenience before being discarded in the field; a small sample will be retained for curation.
    iii. Soil samples will be collected from each excavated feature for flotation. Burned material from feature contexts will be collected for radiocarbon dating, and up to four (4) carbon samples will be submitted for radiocarbon dating.
- Laboratory analyses
    i. Clean all collected artifacts, after which they will be sorted into classes, quantified by provenience, and entered into an access database. JMT will analyze all faunal material to identify all specimens to the most specific possible taxon. Where possible, individual elements will be recorded, and a minimum number of individuals will be estimated.
    ii. Soil samples collected from features will be sent to an outside analyst for flotation and analysis of any macrobotanical remains present. Up to four (4) carbon samples will be sent to an outside laboratory for radiocarbon dating.
- Report
    i. Prepare a draft report in accordance with the Council of Texas Archeologists' Guidelines and Standards for CRM Reports. The report will include environmental and cultural contexts for the region, methods used, and results of the testing excavations, including a recommendation for 41WM1535's NRHP/SAL eligibility. The draft report will be

submitted to the GEC for review and comment. Once approved, JMT will submit the draft report to the THC for review.

- Curation
    i. Coordination with THC including submittals to THC and project records to the appropriate curation facility per THC requirements.

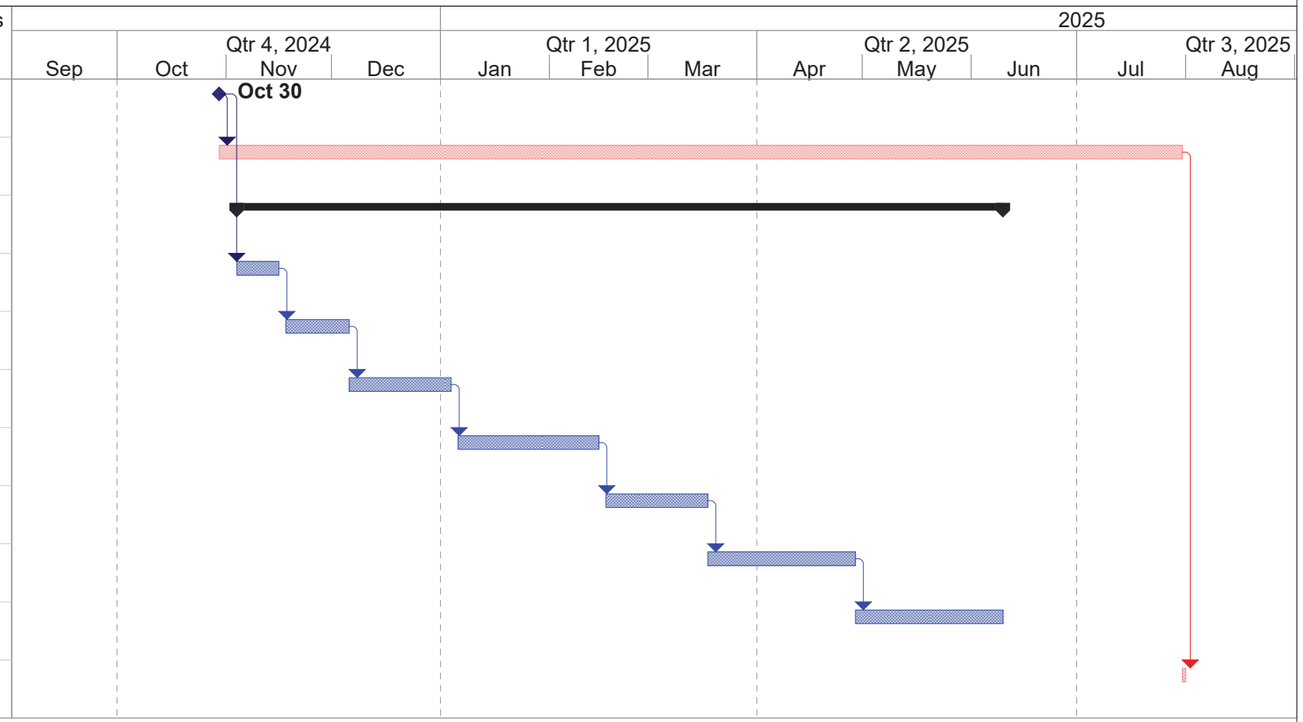
Deliverables:

- Draft and Final Archeological Reports

Willimson County, Texas
Southeast Loop Ph2

Southeast Loop Segment 2 Phase 1 PS&E
WORK SCHEDULE ATTACHMENT C7

ID	Task Name	Duration	Start	Finish	Predecessors
1	**WA 7 Execution**	0 days	Wed 10/30/24	Wed 10/30/24	
2	**Task 1 Project Management**	196 days	Wed 10/30/24	Wed 7/30/25	1
3	**Task 7 - Environmental Services (Archeology)**	**156 days**	**Mon 11/4/24**	**Mon 6/9/25**	
4	Fieldwork (Testing and FM 1660 Survey)	10 days	Mon 11/4/24	Fri 11/15/24	1FS+3 days
5	Artifact Analysis	14 days	Mon 11/18/24	Thu 12/5/24	4
6	Draft Report	21 days	Fri 12/6/24	Fri 1/3/25	5
7	THC Review of Draft Report	30 days	Mon 1/6/25	Fri 2/14/25	6
8	Address THC Comments on Draft Report	21 days	Mon 2/17/25	Mon 3/17/25	7
9	Resubmit Report to THC	30 days	Tue 3/18/25	Mon 4/28/25	8
10	Curation	30 days	Tue 4/29/25	Mon 6/9/25	9
11	**WA 7 Termination**	1 day	Thu 7/31/25	Thu 7/31/25	2



Date: Thu 10/24/24

Task	External Tasks	Duration-only	External Tasks	Deadline			
Split	External Milestone	Manual Summary Rollup	External Milestone				
Milestone	Inactive Milestone	Manual Summary	Critical				
Summary	Inactive Summary	Start-only	Critical Split				
Project Summary	Manual Task	Finish-only	Progress				

ATTACHMENT D7
FEE SCHEDULE

FOR
JOHNSON, MIRMIRAN & THOMPSON, INC

Southeast Loop Phase 2

For services described in the Scope of Services, we request the compensation as detailed below. Cost breakdowns for engineering services and explanation of expenses are shown on the following pages.

WA7 AMOUNT

$120,252.80

ATTACHMENT D7 - FEE SCHEDULE

Fee Schedule Summary
Johnson, Mirmiran & Thompson, Inc.
Southeast Loop Phase 2

	Description of Work or Task	JMT (100.0%)
W A 7		
	Task 1. PROJECT MANAGEMENT	$ 9,156.00
	Task 7. ENVIRONMENTAL SERVICES	$ 85,208.80
	FEE SCHEDULE SUMMARY	**$ 94,364.80**
	DIRECT EXPENSES SUMMARY	**$ 25,888.00**
	WA7 SUBTOTAL	**$ 120,252.80**

Summary of Manhours by Classification
Johnson, Mirmiran & Thompson, Inc.
Southeast Loop Phase 2

Description of Work or Task	Sr. Project Manager $285.00/Hr	Sr. ENV Scientist II $150.00/Hr	Sr. ENV Scientist $140.70/Hr	ENV Prof. I $95.00/Hr	ENV Staff III $85.00/Hr	ENV Staff II $75.00/Hr	Admin / Clerical $84.00/Hr	Staff-Hr. Totals	Staff Cost / Task Totals
Task 1. PROJECT MANAGEMENT									
a. Monthly Progress Report, Invoices, and Billings (7 months assumed)									
Submit Monthly Progress Reports to GEC	8						4	12	$ 2,616.00
Prepare Correspondence, Invoices, and Progress Reports Monthly	8						4	12	$ 2,616.00
b. Project Coordination & Administration (7 months assumed)									
Prepare and maintain records	4						2	6	$ 1,308.00
Correspondence and coordination with GEC	4						2	6	$ 1,308.00
Correspondence and coordination outside GEC	4						2	6	$ 1,308.00
PROJECT MANAGEMENT Subtotal:	**28**	**0**	**0**	**0**	**0**	**0**	**14**	**42**	**$ 9,156.00**
Task 7. ENVIRONMENTAL SERVICES									
e. Texas Antiquities Code (TAC) Compliance									
Background Research Agency Coordination		2	40		20			62	$ 7,628.00
Fieldwork			40	96		320		456	$ 38,748.00
Laboratory Analyses			4	40		40		84	$ 7,362.80
Technical Report			100	80		40		220	$ 24,670.00
Curation				40		40		80	$ 6,800.00
ENVIRONMENTAL SERVICES Subtotal:	**0**	**2**	**184**	**256**	**20**	**440**	**0**	**902**	**$ 85,208.80**
JMT Subtotal:	**28**	**2**	**184**	**256**	**20**	**440**	**14**	**944**	**$ 94,364.80**
Direct Expenses:									**$ 25,888.00**
JMT SUMMARY	**28**	**2**	**184**	**256**	**20**	**440**	**14**	**944**	**$ 120,252.80**

Summary of Direct Expenses
Johnson, Mirmiran & Thompson, Inc.
Southeast Loop Phase 2

Item Description	Unit	Quantity	Unit Cost	Total Cost
Direct Expenses				
I. Trimble On-Demand	Per Hour	20	$13.000	**$260.00**
II. Backhoe Rental	Per Day	3	$2,000.00	**$6,000.00**
III. Radiocarbon Dating	Per Sample	4	$349.00	**$1,396.00**
IV. Records Curation Fees	Per Project	1	$456.00	**$456.00**
V. Collections Curation Fees	Per Project	1	$760.00	**$760.00**
VI. TARL Site Form	Per Form	1	$96.00	**$96.00**
VII. Tree Removal/Mowing	Per Project	1	$6,800.00	**$6,800.00**
VIII. Paleoethnobotanical Analysis	Per Project	1	$1,120.000	**$1,120.00**
IX. Magnetometer survey	Per Project	1	$9,000.000	**$9,000.00**
Johnson, Mirmiran & Thompson, Inc. Total Direct Expenses				**$25,888.00**

Commissioners Court - Regular Session **77.**

Meeting Date: 11/19/2024

SH195 at Reagan Bridge Ramp 1 WGA Amendment #2

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Contract Amendment No. 2 to the SH 195 at Ronald Reagan Boulevard contract executed April 7, 2020 between Williamson County and WGI, Inc. relating to the 2019 Road Bond Program. Project: P358. Fund Source: Road Bonds.

Background

The Contract Amendment No. 2 amends the contract compensation cap by $34,250.00 from $814,389.00 to $848,639.00. This will allow for the execution of Supplemental No. 6 to Work Authorization No. 1 in the amount of $34,250.00 to authorize the review and update of PS&E and construction estimate with TxDOT 2024 bid codes and specifications for a March 2025 Advertisement and May 2025 Letting. No additional changes are requested at this time.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SH195atReagan-WGI-PSAAmendment02

SH195atReagan-WGI-WA01Supp06

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/14/2024 12:38 PM
Form Started By: Marie Walters		Started On: 11/14/2024
Final Approval Date: 11/14/2024		

CONTRACT AMENDMENT NO. __2___
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD BOND PROJECT:
SH 195 at Ronald Reagan Blvd ("Project")

THIS CONTRACT AMENDMENT NO. __2__ 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 WGI, Inc. (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective **April 7, 2020** (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to **eight hundred and fourteen thousand, three hundred and eighty-nine** Dollars **($814,389)** and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

I. The Compensation Cap under Article 5 of the Contract is hereby increased from $ 814,389 to $ 848,639, reflecting a total increase of $ 34,250.

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:

By: _____
Signature

Keegan Larson, PE
Printed Name

Vice President, Transportation Operations
Title

10/23/2024
Date

COUNTY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

APPROVED
By Christen Eschberger at 10:00 am, Nov 13, 2024

SUPPLEMENTAL WORK AUTHORIZATION NO. _6_
TO
WORK AUTHORIZATION NO. _1_

WILLIAMSON COUNTY ROAD BOND PROJECT:
SH 195 at Ronald Reagan Blvd.

This Supplemental Work Authorization No. _6_ to Work Authorization No. _1_ is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated April 7, 2020 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and WGI, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. _1_ dated effective May 8, 2020 (the "Work Authorization");

WHEREAS, pursuant to Article 14 of the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Work Authorization shall be amended, changed and modified as follows:

I. The Services to be Provided by the Engineer that were set out in the original Attachment "B" of the Work Authorization are hereby amended, changed and modified as shown in the attached revised Attachment "B".

II. The maximum amount payable for services under the Work Authorization is hereby increased from $814,389 to $848,639. The revised Fee Schedule is attached hereto as Attachment "D".

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
Keegan Larson, PE	_____
Printed Name	Printed Name
Vice President, Transportation Operations	_____
Title	Title
10/23/2024	_____
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 7:51 am, Nov 14, 2024

ATTACHMENT B
SUPPLEMENTAL SERVICES TO BE PROVIDED BY THE ENGINEER FOR SH 195 AT RONALD REAGAN BOULEVARD

The following additions are made to supplement Attachment B of Work Authorization No. 1:

1. PROJECT MANAGEMENT

   a. One-time additional compiling, signing and sealing of the final plans for the update to TxDOT 2024 Bid Codes and specifications.

   b. Continued Consultant Coordination with Williamson County and its GEC for the Final Plans submittal.

8. Plans, Specs & Estimates

   a. Review updated TxDOT standards, specifications, area notes, and bid codes for 2024 lettings.

   b. One-time plans update of summary of quantity sheets, general notes, and TxDOT standards.

   c. One-time cost estimate update to reflect updated 2024 Bid Codes, and unit prices based from TxDOT Bid Items Averages.

SH 195 at Ronald Reagan Blvd.

Attachment C - Work Schedule

Activity	2020								2021												2022											
	May	June	July	August	September	October	November	December	January	February	March	April	May	June	July	August	September	October	November	December	January	February	March	April	May	June	July	August	September	October	November	December
	NTP																															
1. Project Management																																
2. Route and Design Studies																																
3. Public Involvement																																
4. Right of Way Mapping																																
5. Design Surveying																																
6. Environmental Services																																
7. Geotechnical Services																																
8. Plan Preparation (PS&E) Services																																
9. Bidding & Construction Phase Services														30%						60%										90%		

Activity	2023												2024												2025											
	January	February	March	April	May	June	July	August	September	October	November	December	January	February	March	April	May	June	July	August	September	October	November	December	January	February	March	April	May	June	July	August	September	October	November	December
																											Advertise		Letting							
1. Project Management																																				
2. Route and Design Studies																																				
3. Public Involvement																																				
4. Right of Way Mapping																																				
5. Design Surveying																																				
6. Environmental Services																																				
7. Geotechnical Services																																				
8. Plan Preparation (PS&E) Services																																				
9. Bidding & Construction Phase Services				Final					Final					Final									Final													

SH 195 at Ronald Reagan Blvd.

Attachment D - SWA 6 to WA 1 Fee Schedule

	WA #1 Current Authorization	WA #1 WGI Current Authorization	WA #1 Subs Current Authorization	SWA #2 Max. Fee Adjustments	SWA #2 WGI Revised Authorization	SWA #2 Revised Total Authorization	SWA #4 Max. Fee Adjustments	SWA #4 WGI Revised Authorization	SWA #5 Max. Fee Adjustments	SWA #5 WGI Revised Authorization	SWA #6 Max. Fee Adjustments	SWA #6 WGI Revised Authorization
1. Project Management	**$ 77,920**	$ 77,920	$ -	$ 34,100	$ 112,020	**$ 112,020**	$ 24,400	**$ 136,420**	$ 5,900	**$ 142,320**	$ 6,350	**$ 148,670**
2. Route and Design Studies	**$ 49,600**	$ 49,600	$ -	$ -	$ 49,600	**$ 49,600**	$ 3,180	**$ 52,780**	$ -	**$ 52,780**	$ -	**$ 52,780**
3. Public Involvement	**$ 9,200**	$ 7,000	$ 2,200	$ -	$ 7,000	**$ 9,200**	$ (9,200)	**$ -**	$ -	**$ -**	$ -	**$ -**
4. Right of Way Mapping	**$ 37,280**	$ 37,280	$ -	$ -	$ 37,280	**$ 37,280**	$ -	**$ 37,280**	$ 10,640	**$ 47,920**	$ -	**$ 47,920**
5. Design Surveying	**$ 72,320**	$ 72,320	$ -	$ 5,860	$ 78,180	**$ 78,180**	$ -	**$ 78,180**	$ -	**$ 78,180**	$ -	**$ 78,180**
6. Environmental Services	**$ 32,925**	$ -	$ 32,925	$ -	$ -	**$ 32,925**	$ -	**$ 32,925**	$ -	**$ 32,925**	$ -	**$ 32,925**
7. Geotechnical Services	**$ 38,256**	$ -	$ 38,256	$ (5,442)	$ (5,442)	**$ 32,814**	$ 4,105	**$ 36,919**	$ -	**$ 36,919**	$ -	**$ 36,919**
8. Plan Preparation (PS&E) Services	**$ 258,296**	$ 251,916	$ 6,380	$ 95,419	$ 347,335	**$ 353,715**	$ 8,645	**$ 362,360**	$ -	**$ 362,360**	$ 27,900	**$ 390,260**
9. Bidding & Construction Phase Services	**$ 13,120**	$ 13,120	$ -	$ -	$ 13,120	**$ 13,120**	$ -	**$ 13,120**	$ 47,865	**$ 60,985**	$ -	**$ 60,985**
Reimbursable Expenses	**$ 10,100**	$ 9,000	$ 1,100	$ -	$ 9,000	**$ 10,100**	$ (10,100)	**$ -**	$ -	**$ -**	$ -	**$ -**
Total	**$ 599,017**	$ 518,156	$ 80,861	$ 129,937	$ 648,093	**$ 728,954**	$ 21,030	**$ 749,984**	$ 64,405	**$ 814,389**	$ 34,250	**$ 848,639**

SH 195 at Ronald Reagan Blvd.

Attachment D - SWA 6 to WA 1 Fee Schedule

WGI Personnel Classification	WGI Admin/Clerical - Junior	WGI Project Manager - Senior/ Principal In Charge	WGI Task Leader - Junior	WGI Project Engineer - Senior	Terracon Senior Principal / Officer / Consultant, P.E.	Terrecon Project Engineer	Terracon Administrate Staff	M&M Senior Project Manager	M&M Structural Engineer	M&M Engineer Technician	M&M Admin/Clerical	Principal Surveyor	Professional Surveyor	Sr. Survey Technician	2-Person Field Crew
Hourly Rate	$ 65.00	$ 340.00	$ 220.00	$ 245.00	$ 255.00	$ 140.00	$ 55.00	$ 240.00	$ 185.00	$ 115.00	$ 80.00	$ 275.00	$ 160.00	$ 150.00	$ 170.00
Task/Activity															
1. Project Management															
a. Communication															
b. Monthly Project Report															
- Invoicing															
c. Project Specific QA/QC Plan															
- Quality Assurance at Milestones															
d. Project Administration															
- Contract Maintenance & Project Documentation															
- Consultant Team Management		5	10	10											
- Assist Responding to Inquiries															
e. Prepare for and Host Project Progress Meetings w/County or others (TxDOT?) (included in WA #1 hours)															
- Project Meeting Documentation															
f. Project Schedule Updates (additional 12 months)															
25	**0**	**5**	**10**	**10**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
$ 6,350	**$ -**	**$ 1,700**	**$ 2,200**	**$ 2,450**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

SH 195 at Ronald Reagan Blvd.

Attachment D - SWA 6 to WA 1 Fee Schedule

WGI Personnel Classification	WGI Admin/Clerical - Junior	WGI Project Manager - Senior/ Principal In Charge	WGI Task Leader - Junior	WGI Project Engineer - Senior	Terracon Senior Principal / Officer / Consultant, P.E.	Terrecon Project Engineer	Terracon Administrate Staff	M&M Senior Project Manager	M&M Structural Engineer	M&M Engineer Technician	M&M Admin/Clerical	Principal Surveyor	Professional Surveyor	Sr. Survey Technician	2-Person Field Crew
Hourly Rate	$ 65.00	$ 340.00	$ 220.00	$ 245.00	$ 255.00	$ 140.00	$ 55.00	$ 240.00	$ 185.00	$ 115.00	$ 80.00	$ 275.00	$ 160.00	$ 150.00	$ 170.00
Task/Activity															
2. Route and Design Studies															
a. Data Collection															
- Collect and review existing data															
- Identify ENV constraints															
- Field Investigations															
b. Conceptual Design															
- Develop Conceptual Layout & ROW Req'ts															
- Create Conceptual Cost Estimate															
c. Establish Design Criteria (Design Summary Form)															
d. Traffic Operations Analysis Report Updates															
0	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
$ -	**$** -	**$** -	**$** -	**$** -	**$** -	**$** -	**$** -	**$** -	**$** -	**$** -	**$** -	**$** -	**$** -	**$** -	**$** -
3. Public Involvement															
-Develop Exhibits, Fact Sheets, and FAQ Sheets for 2 meetings															
- Attend PI Meetings upon Request															
0	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
$ -	**$** -	**$** -	**$** -	**$** -	**$** -	**$** -	**$** -	**$** -	**$** -	**$** -	**$** -	**$** -	**$** -	**$** -	**$** -

SH 195 at Ronald Reagan Blvd.

Attachment D - SWA 6 to WA 1 Fee Schedule

WGI Personnel Classification	WGI Admin/Clerical - Junior	WGI Project Manager - Senior/ Principal In Charge	WGI Task Leader - Junior	WGI Project Engineer - Senior	Terracon Senior Principal / Officer / Consultant, P.E.	Terrecon Project Engineer	Terracon Administrate Staff	M&M Senior Project Manager	M&M Structural Engineer	M&M Engineer Technician	M&M Admin/Clerical	Principal Surveyor	Professional Surveyor	Sr. Survey Technician	2-Person Field Crew
Hourly Rate	$ 65.00	$ 340.00	$ 220.00	$ 245.00	$ 255.00	$ 140.00	$ 55.00	$ 240.00	$ 185.00	$ 115.00	$ 80.00	$ 275.00	$ 160.00	$ 150.00	$ 170.00
Task/Activity															
4. ROW Mapping															
a. Develop Abstract Map & ROW Maps															
b. Prepare ROE Letter(s) and obtain ROE															
c. Prepare Acquisition Documents - 0 Parcel Assumed															
d. ROW Field work															
e. ROW Office work															
0	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Field Surveying															
a. Field Survey and Office Processing											0		0		0
- Verify/Establish hor. & vert. control and set temp. benchmarks															
- Locate approx 3 boreholes															
0	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Environmental Services															
a. Constraints Mapping															
- Wilco Due Diligence															
b. Wilco and TxDOT ENV Clearance															
c. Data Collection & Field Recon.															
d. Air Quality Analysis															
e. Traffic Noise Statement															
f. HazMat Initial Site Assessment															
g. Section 404 Compliance															
h. FPPA															
i. Chapt 26 Compliance															
j. Historic Resources															
- APE/Agency Coordination															
- Fieldwork															
- Draft and Final HRSR															
k. Archeological Background Study & Survey															
0	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Geotechnical Services															
a. Soil Borings															
b. Geotech Report (incl Pvmt Design)															
c. Global Stability Analysis / Report Updates															
0	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

SH 195 at Ronald Reagan Blvd.

Attachment D - SWA 6 to WA 1 Fee Schedule

WGI Personnel Classification	WGI Admin/Clerical - Junior	WGI Project Manager - Senior/ Principal In Charge	WGI Task Leader - Junior	WGI Project Engineer - Senior	Terracon Senior Principal / Officer / Consultant, P.E.	Terrecon Project Engineer	Terracon Administrate Staff	M&M Senior Project Manager	M&M Structural Engineer	M&M Engineer Technician	M&M Admin/Clerical	Principal Surveyor	Professional Surveyor	Sr. Survey Technician	2-Person Field Crew
Hourly Rate	$ 65.00	$ 340.00	$ 220.00	$ 245.00	$ 255.00	$ 140.00	$ 55.00	$ 240.00	$ 185.00	$ 115.00	$ 80.00	$ 275.00	$ 160.00	$ 150.00	$ 170.00
Task/Activity															
8. Plans, Specs & Estimates															
a. Roadway															
- Title Sheet															
- Index of Sheets															
- Project Layout															
- Typical Sections															
- General Notes															
- Survey Data															
- Horizontal & Vertical Alignment Data															
- Summary Sheets			20	20											
- Removal Plans															
- Roadway P&Ps															
- Roadway Standards & Details			20	20											
- Intersection Illumination Plans (include ramp connections plus northern intersection of SH 195 and Rattlesnake Road)															
- Miscellaneous			20	20											
- Cross Sections (50' Spacing)															
- Develop Specifications List															
b. Traffic Control															
-TCP															
c. Drainage															
- Drainage Area Maps & Hydrologic Data															
- Hydraulic Computations															
- Culvert/Drainage Structure Layouts															
- Drainage Standard Details															
d. Signing and Pavement Markings Layouts															
e. Stormwater Pollution Prevention Plan/Erosion Control															
f. Water Quality - Edwards Aquifer Recharge Zone															
g. Construction Cost Estimate (30/60/90/Final)															
h. Spread Footing Retaining Wall Design and Plans															
120	**0**	**0**	**60**	**60**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
$ 27,900	$ -	$ -	**$ 13,200.00**	**$ 14,700.00**	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

SH 195 at Ronald Reagan Blvd.

Attachment D - SWA 6 to WA 1 Fee Schedule

WGI Personnel Classification	WGI Admin/Clerical - Junior	WGI Project Manager - Senior/ Principal In Charge	WGI Task Leader - Junior	WGI Project Engineer - Senior	Terracon Senior Principal / Officer / Consultant, P.E.	Terrecon Project Engineer	Terracon Administrate Staff	M&M Senior Project Manager	M&M Structural Engineer	M&M Engineer Technician	M&M Admin/Clerical	Principal Surveyor	Professional Surveyor	Sr. Survey Technician	2-Person Field Crew
Hourly Rate	$ 65.00	$ 340.00	$ 220.00	$ 245.00	$ 255.00	$ 140.00	$ 55.00	$ 240.00	$ 185.00	$ 115.00	$ 80.00	$ 275.00	$ 160.00	$ 150.00	$ 170.00
Task/Activity															
Bidding & Construction Phase Services															
Project Administration															
- Contract Maintenance & Project Documentation															
- Consultant Team Management															
a. Bidding Services															
- Attend pre-bid Meeting															
- Prepare Addenda (up to 3)															
- Respond to bidder's questions															
- Analyze bids & Prepare Bid Tabulation															
- Attend Pre-Construction Conf.															
b. Requests for Information															
c. Review Contractor Submittals & Shop Drawings															
d. Plan Revisions															
e. Attend Meetings															
f. Water Quality BMP Certification															
0	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
$ -	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Contract Totals															
145	**0**	**5**	**70**	**70**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
$ 34,250	**$ -**	**$ 1,700**	**$ 15,400**	**$ 17,150**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

Commissioners Court - Regular Session **78.**

Meeting Date: 11/19/2024

Utility Coordination CFA Amendment #10 FY25 WAs

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Contract Amendment No. 10 to the Utility Coordination/Relocation Services contract executed July 16, 2019 between Williamson County and Cobb, Fendley & Associates, Inc. relating to the Corridor and Road Bond Programs. Project: On-Call. Fund Source: Corridor & Road Bonds.

Background

This Contract Amendment No. 10 increases the compensation cap by $3,181,900.00 from $13,135,000.00 to $16,316,900.00. This will allow the utility coordinator Cobb, Fendley & Associates to continue providing utility coordination and engineering services on an on-call basis for the Corridor and Road Bond Program projects through March 2025. The increase includes $149,920.30 for FY25 Corridor activities, $1,049,361.60 for FY25 2019 Road Bond activities, and $2,352,353.00 for FY25 2023 Road Bond activities. As well as $106,077.52 for the design of the Liberty Hill Bypass 501P Wilco Building Fire Line. This Amendment also updates their Exhibit D Rate Schedule based on the CPI equation in the master contract.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

UC-OnCall-CFA-PSAAmendment10

UC-OnCallCorridor-CFA-WA13

UC-OnCall2019RB-CFA-WA14

UC-OnCall2023RB-CFA-WA15

UC-LHB501PWilcoBldgFireLine-CFA-WA16

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/14/2024 03:39 PM
Form Started By: Marie Walters		Started On: 11/14/2024 11:44 AM
Final Approval Date: 11/14/2024		

CONTRACT AMENDMENT NO. 10
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD BOND PROJECT:
Utility Coordination for the Corridor & Road Bond Programs ("Project")

THIS CONTRACT AMENDMENT NO. 10 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 Cobb, Fendley & Associates, Inc. (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective July 16, 2019 (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to $13,135,000.00; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

I. The Compensation Cap under Article 5 of the Contract is hereby increased from $13,135,000.00 to $16,316,900.00.

II. The hourly rates in the original Exhibit D of the Contract are hereby amended as shown in the attached revised Exhibit D (must be attached):

All other terms of the Contract and any prior amendments thereto which have not been specifically amended herein shall the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER:	**COUNTY:**
By: _Sandra G Khoury_	By: _____
	Signature
Sandra G. Khoury, P.E.	_____
Printed Name	Printed Name
Executive Vice President	_____
Title	Title
November 8, 2024	_____
Date	Date

APPROVED
By Christen Eschberger at 8:34 am, Nov 13, 2024

BASE (1982-84)=100			100
July 2019 PSA SIGNED			247.250
August 2024			305.761
DELTA			123.66%

EXHIBIT D

RATE SCHEDULE

Cobb, Fendley & Associates, Inc.
Effective October 2024
(Updated)

Senior Project Manager	$291.00/HR	
Project Manager	$210.00/HR	NEW
Deputy Project Manager	$175.00/HR	
Senior Engineer	$241.00/HR	
Project Engineer III	$210.00/HR	
Project Engineer II	$185.00/HR	
Project Engineer I	$155.00/HR	
Graduate Engineer II	$145.00/HR	NEW
Graduate Engineer I	$130.00/HR	
Senior Technician	$179.00/HR	
Technician III	$155.00/HR	
Technician II	$142.00/HR	
Technician I	$117.00/HR	
Licensed State Land Surveyor	$291.00/HR	
Registered Professional Land Surveyor	$210.00/HR	
4 Person Field Services Crew	$235.00/HR	
3 Person Field Services Crew	$210.00/HR	
2 Person Field Services Crew	$179.00/HR	
1 Person Field Services Crew	$148.00/HR	
2 Person Hy-Drone Crew	$420.00/HR	
2 Person UAV Drone Crew	$291.00/HR	
Senior Field Construction Observer	$192.00/HR	
Field Construction Observer	$136.00/HR	
Senior Utility Specialist	$192.00/HR	
Utility Specialist	$155.00/HR	
Jr Utility Specialist	$130.00/HR	NEW
GIS Manager	$210.00/HR	
GIS Analyst	$148.00/HR	
Right-of-Way Project Manager	$291.00/HR	
Right-of-Way Agent	$173.00/HR	
Administrative	$130.00/HR	
Clerical	$99.00/HR	

Approved 7/16/2019 PSA

EXHIBIT D

RATE SCHEDULE
(continued)

Cobb, Fendley & Associates, Inc.
Effective October 2024
(Updated)

SUBSURFACE UTILITY ENGINEERING

One-Man Designating Crew (4-Hour Minimum)	$136.00/HR
Two-Man Designating Crew (4-Hour Minimum)	$210.00/HR
Vacuum Excavation Truck with 2 Technicians (Vac 3000 & 4000) (4-Hour Minimum)	$365.00/HR
Vacuum Excavation Truck with 2 Technicians (Vac 6000) (4-Hour Minimum)	$390.00/HR
Ground Penetrating Radar with 1 Technician (4-Hour Minimum)	$322.00/HR
Closed Circuit Television (CCTV) with 2 Technicians	$346.00/HR
Traffic Control Officer	At Cost
Traffic Control (Lane Closures, etc.)	At Cost
Permits (Local, State, etc.)	At Cost
Designation & Traffic Control Vehicles	$3.50/Mile
Location Vehicles	$6.50/Mile

REIMBURSABLE EXPENSES

Consultant or Specialty Contractor (Outside Firm)	At Cost
Courier, Special Equipment Rental	At Cost
Mileage (Standard Car or Truck)	IRS Approved Rate
Per Diem for Out of Town Travel (Per Day/Person)	IRS Approved Rate
Title Plant Charges	At Cost
Other Misc. Expenses Related to the Project	At Cost

In-House Reproduction:

- Copies (Up to 11” x 17”) $0.15/Each
- Color Prints (Up to 11” x 17”) $1.50/Each
- Color Prints (Up to 11” x 17”) ..... $3.00/Sq. Ft.
- Bluelines (All Sizes) $1.00/Each
- Bond Prints (All Sizes) $2.00/Each

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

Approved 7/16/2019 PSA

EXHIBIT D

RATE SCHEDULE
(continued)

Hydro Spy, LLC
Effective October 2022

SUBSURFACE UTILITY ENGINEERING (HYDRO-VAC)

Round Trip Mobilization	$1,120.00/day
Pot Hole &Trench Excavations w/ Backfill	$3,820.00/day
Traffic Control Officer	At Cost
Traffic Control (Lane Closures, etc.)	At Cost
Permits (Local, State, etc.)	At Cost

REIMBURSABLE EXPENSES

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

Approved 7/16/2019 PSA

EXHIBIT D

RATE SCHEDULE
(continued)

Clean Harbors Environmental Services, Inc.
Effective October 2022

SUBSURFACE UTILITY ENGINEERING (HYDRO-VAC)

Hydrovac - Tri-Drive with Operator & Helper (4-Hour Minimum)	$215.00/HR
3rd Party Backfill & Restoration (as required)	At Cost
Dump Fee	$140.00/Each
Water	$36.00/LOAD
Traffic Control Officer	At Cost
Traffic Control (Lane Closures, etc.)	At Cost
Permits (Local, State, etc.)	At Cost
Location Vehicles	$6.50/Mile

REIMBURSABLE EXPENSES

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

Approved 7/21/2020
PSA Amendment #1

EXHIBIT D

RATE SCHEDULE
(continued)

Badger Daylighting Corporation
Effective October 2022

SUBSURFACE UTILITY ENGINEERING (HYDRO-VAC)

Badger Hydrovac with Operator (10-hour port to port day)	$2,380.00/DAY
Badger Hydrovac with Operator Overtime (any time over 10-hour day)	$265.00/HR
Additional Operator (remote job or backfill work)	$50.00/HR
Additional Operator Overtime (remote work or backfill work over 10-hours)	$65.00/HR
3rd Party Service (Backfilling) (as required by job)	At Cost
Traffic Control Officer	At Cost
Traffic Control (Lane Closures, etc.)	At Cost
Permits (Local, State, etc.)	At Cost
Location Vehicles	$6.50/Mile

REIMBURSABLE EXPENSES

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

Approved 7/21/2020
PSA Amendment #1

EXHIBIT D

RATE SCHEDULE
(continued)

Underground Services, Inc. (SOFTDIG)
Effective August 2024

SUBSURFACE UTILITY ENGINEERING (HYDRO-VAC)

One to Two-man Designation Crew_QL-B (4-Hour Minimum) (Day)	$215.00/HR
Vacuum Excavation Truck with 2 Technicians_QL-A (4-Hour Minimum) (Day)	$362.00/HR
Two-man Designation CCTV Pipe Inspection (Push) (4-Hour Minimum) (Day)	$250.00/HR
CAD/GIS Mapping	$350.00/HR
Mobilization & Demobilization	$100.00/HR
Pavement Coring/Restoration	$375.00/CORE
Flag Person	$65.00/HR
Traffic Control Officer	At Cost
Traffic Control (Lane Closures, etc.)	At Cost
Permits (Local, State, etc.)	At Cost

REIMBURSABLE EXPENSES

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

Approved 8/15/2024
PSA Amendment #9

EXHIBIT D

RATE SCHEDULE
(continued)

The Rios Group, Inc.
Effective August 2024

Approved 10/5/2022
PSA Amendment #4

SUBSURFACE UTILITY ENGINEERING

Utility Designation/Investigation/Mapping (1,000 LF Minimum)	$1.80/LF
Test Hole 0 Feet - 5Feet	$1,315.00/EA
Test Hole Over 5 Feet to 8 Feet	$1,600.00/EA
Test Hole Over 8 Feet to 13 Feet	$1,995.00/EA
Test Hole Over 13 Feet to 20 Feet	$2,575.00/EA
Test Hole Over 20 Feet	$3,025.00/EA
Pavement Coring	$370.00/EA
Permits (Local, State, etc.)	At Cost
Traffic Control Plans, Signs, Barricades	At Cost
Select Backfill and pavement restoration	At Cost
Vacuum excavation truck mobilization and demobilization	$5.00/mile
Designating and/or other survey vehicle mobilization and demobilization	$2.50/mile
Traffic control vehicle mobilization and demobilization	$2.00/mile
Utility Designating Services without mapping	$1.20/LF
Quality Level C/D SUE	$0.70/LF

HOURLY RATES

One Designating Person with Equipment	$160.00/HR
Two Person Designating Crew with Equipment	$250.00/HR
Three Person Designating Crew with Excavation Vehicle	$335.00/HR
Project Manager	$235.06/HR
Snr. Engineer	$260.13/HR
Project Engineer	$206.85/HR
Utilities Engineer	$173.29/HR
EIT	$120.95/HR
Engineer Technician	$120.66/HR
Engineer Technician JR	$94.02/HR
Senior CADD Operator	$115.96/HR
CADD Operator	$90.89/HR
CADD Operator JR	$68.95/HR
SUE Manager	$142.60/HR
SUE Field Manager	$109.69/HR
Snr. Utilities Coordinator	$203.72/HR
Utilities Coordinator	$137.90/HR
Engineering Specialist	$81.49/HR
Admin/Clerical	$100.29/HR

Approved 8/15/2024
PSA Amendment #9

REIMBURSABLE EXPENSES

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

Approved 10/5/2022
PSA Amendment #4

EXHIBIT D

RATE SCHEDULE
(continued)

McGray & McGray Land Surveyors, Inc.
Effective October 2022

SURVEYING

One Person (1) Field Crew	$120.75/HR
Two Person (2) Field Crew	$173.25/HR
Three Person (3) Field Crew	$204.75/HR
One Person (1) GPS/RTK Crew	$173.25/HR
Two Person (2) GPS/RTK Crew	$231.00/HR
Three Person (3) GPS/RTK Crew	$262.50/HR
Terrestrial LIBAR Scanner	$100/HR
Additional Crew/Rod Person	$47.25/HR
Flagger	$47.25/HR
UAS LiBAR Unit-day rate	$4,500.00
Mobile Mapping Unit-day rate	$9,000.00

REIMBURSABLE EXPENSES

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

Approved 10/5/2022
PSA Amendment #4

EXHIBIT D

RATE SCHEDULE
(continued)

Landmark Surveying, LP
Effective October 2022

SURVEYING

Three Person (3) Field Crew.....$208.00/HR
Two Person (2) Field Crew.....$182.00/HR

REIMBURSABLE EXPENSES

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

Approved 10/5/2022
PSA Amendment #4

EXHIBIT D

RATE SCHEDULE
(continued)

GGE Design and Consulting, LLC
Effective October 2022

UTILITY COORDINATION & ENGINEERING

Project Manager	$193.20/HR
Sr. Project Engineer	$151.20/HR
CAD Technician	$73.50/HR
Sr. CAD Technician	$98.70/HR
Administrative	$52.50/HR

REIMBURSABLE EXPENSES

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

Approved 10/5/2022
PSA Amendment #4

EXHIBIT D

RATE SCHEDULE
(continued)

Balcones Geotechnical
Effective May 2023

ENGINEERING & REPORTING

Principal	$225.00/HR
Senior Geotechnical Engineer	$195.00/HR
Project Engineer	$135.00/HR
Drafter	$75.00/HR
Administrative	$75.00/HR

LABORATORY SOIL TESTING

Atterberg Limits	$75.00/EA
Grain Size Analysis (Includes Percent Passing #200 Sieve)	$70.00/EA
Unconfined Compressive Strength	$75.00/EA
Corrosion Suite (pH, Sol. Chlorides, Sulfates, Box Resistivity)	$450.00/HR

FIELD EXPLORATION

Field Coordination (Staking of Borings, One-Call, Planning)	$75.00/HR
Logger	$75.00/HR
Transportation Cost – Trip Charge	$65.00/Trip
Mobilization (drill rig and support equipment, truck rig)	$550.00/EA
Water Hauling	$175.00/EA
Drilling and Sampling (Soil Boring)	$22.00/FT
Drilling and Sampling (Rock Coring)	$32.00/FT
Backfill Boreholes	$6.00/FT

REIMBURSABLE EXPENSES

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

Approved 5/24/2023
PSA Amendment #5

EXHIBIT D

RATE SCHEDULE
(continued)

V & A Consulting Engineers, Inc.
Effective September 2023

ENGINEERING & REPORTING

Principal	$320.00/HR
Senior Project Manager	$280.0/HR
Project Engineer	$214.00/HR
Graduate Engineer	$155.00/HR
Administrative	$95.00/HR

OTHER DIRECT EXPENSES

Mileage (Standard Car or Truck)	IRS Approved Rate
Soil Sample Analysis	At Cost
Soil Sample Shipping	At Cost

REIMBURSABLE EXPENSES

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

Approved 9/20/2023
PSA Amendment #6

EXHIBIT D

RATE SCHEDULE
(continued)

Texas Utility Coordination, LLC
Effective May 2024

UTILITY COORDINATION & FIELD INSPECTION SERVICES

Utility Coordinator.....$201.92/HR
Utility Inspector $132.39/HR

REIMBURSABLE EXPENSES

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

Approved 6/7/2024
PSA Amendment #8

EXHIBIT D

RATE SCHEDULE
(continued)

Anderson Infrastructure, LLC
Effective August 2024

Approved 8/15/2024
PSA Amendment #8

Personnel work categories
Approved 9/20/2023
PSA Amendment #6

UTILITY COORDINATION & FIELD INVESTIGATIVE SERVICES

Sr. Technical Advisor $246.89/HR
Utility Coordinator $110.00/HR

SUBSURFACE UTILITY ENGINEERING

Underground/Overhead utilities when poles note survey (QL-D) $0.55/LF
Overhead Utilities when poles surveyed (QL-C)..... $0.75/LF
Designated Utilities (QL-B)..... $1.75/LF
Test Holes (QL-A)

- 0-5 Feet $1,300.00/EA
- 5-8 Feet $1,500/EA
- 8-13 Feet $1,900.00/EA
- Coring $400/Core

2 Person Designation Crew with Equipment $150.00/HR
2 Person Vacuum Excavation Crew with Equipment $360.00/HR

REIMBURSABLE EXPENSES

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

EXHIBIT D

RATE SCHEDULE
(continued)

Lonestar Program Controls Group (LPCG)
Effective September 2023

UTILITY COORDINATION & FIELD INSPECTION SERVICES

Project Controls Manager	$222.89/HR
Utility Coordinator	$201.92/HR
Utility Inspector	$132.39/HR

REIMBURSABLE EXPENSES

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

Approved 9/20/2023
PSA Amendment #6

EXHIBIT D

RATE SCHEDULE
(continued)

AEPARMIA ENGINEERING, PLLC
Effective September 2023

UTILITY COORDINATION, ENGINEERING & DESIGN SERVICES

Principal	$220.00/HR
Project Manager	$180.00/HR
Professional Engineer	$150.00/HR
Project Coordinator	$130.00/HR
Engineer in Training	$120.00/HR
3D CAD Designer	$110.00/HR
Utilities Specialist II	$90.00/HR
Utilities Coordinator II	$85.00/HR
Utilities Specialist I	$80.00/HR
Utilities Coordinator I	$75.00/HR
GIS Technician	$70.00/HR
Engineering Intern	$70.00/HR
Administrative	$70.00/HR

REIMBURSABLE EXPENSES

Consultant or Specialty Contractor (Outside Firm)	At Cost
Mileage (Standard Car or Truck)	IRS Approved Rate
Other Misc. Expenses Related to the Project	At Cost

In-House Reproduction:

- Black & White Prints (Up to 11” x 17”) $0.30/Each
- Color Prints (Up to 11” x 17”) $0.90/Each
- Black Line Plots (Large Format) $1.80/Each
- Full Color Plots (Large Format) $10.00/Each

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

Approved 9/20/2023
PSA Amendment #6

EXHIBIT D

RATE SCHEDULE
(continued)

SURVWEST
Effective September 2023

SURVEY SERVICES
Office & Field Staff Rates

Survey Division Manager	$260.00/HR
Survey Director	$229.00/HR
Survey Project Manager IV	$215.00/HR
Survey Project Manager III	$205.00/HR
Survey Project Manager II	$190.00/HR
Survey Project Manager I	$177.00/HR
Surveyor II	$162.00/HR
Surveyor I	$152.00/HR
CAD Manager	$165.00/HR
Senior CAD Technician	$149.00/HR
CAD Technician IV	$129.00/HR
CAD Technician III	$124.00/HR
CAD Technician II	$117.00/HR
CAD Technician I	$104.00/HR
Survey Field Technician	$90.00/HR
2-Person Survey Crew	$215.00/HR
1-Person Survey Crew	$130.00/HR
Survey Crew Travel Rate (Transit Time)	$95.00/HR
Abstractor	$116.00/HR
Administrative Assistant	$93.00/HR

Material and Equipment Reimbursable Expenses

Mileage Survey Vehicle (4x4 Truck)	IRS Approved Rate
LiDAR Equipment (UAS, Drone, etc.)	$155.00/Day
Mobile/Terrestial Laser Scanner (Ground or Vehicle Mounted)	$105.00/Day
Survey Materials & Supplies	At Cost
Plotting, Printing, Binding Materials	At Cost
Overnight and Courier Fees	At Cost

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

Approved 9/20/2023
PSA Amendment #6

EXHIBIT D

RATE SCHEDULE
(continued)

SURVWEST
Effective September 2023

SUBSURFACE UTILITY ENGINEERING SERVICES

Office Staff Rates

SUE Division Manager	$260.00/HR
SUE Engineering Director	$229.00/HR
SUE Project Manager IV	$215.00/HR
SUE Project Manager III	$205.00/HR
SUE Project Manager II	$193.00/HR
SUE Project Manager I	$177.00/HR
EIT III	$161.00/HR
EIT II	$155.00/HR
EIT I	$145.00/HR
Senior CAD Technician	$149.00/HR
CAD Technician IV	$129.00/HR
CAD Technician III	$119.00/HR
CAD Technician II	$113.00/HR
CAD Technician I	$99.00/HR
Senior Utility Coordinator/Specialist	$174.00/HR
Utility Coordinator/Specialist	$159.00/HR
Administrative Assistant	$93.00/HR

Field Staff Rates

SUE Field Manager	$174.00/HR
SUE Field Supervisor	$159.00/HR
Senior Designating/Field Technician	$126.00/HR
Junior Designating/Field Technician	$106.00/HR
Senior Vac Technician	$96.00/HR
Junior Vac Technician	$86.00/HR
Utility Field Inspector	$93.00/HR

Mobilization/Demobilization and Equipment Rates

Designating Equipment	$50.00/HR
Vac Truck	$125.00/HR
GPR Equipment	$75.00/HR
Pole/Push Camera	$50.00/HR
Robotic Camera	$150.00/Day
SUE Materials & Supplies	At Cost

Approved 9/20/2023
PSA Amendment #6

EXHIBIT D

RATE SCHEDULE
(continued)

SURVWEST
Effective September 2023

Vendor Rates
Traffic Control (Plans and Traffic Control) ..... At Cost

Test Hole Rate Sheet
"In Pavement" Test Holes
0 ft to 6 ft $1,300.00/Each
6 ft to 8 ft $1,500.00/Each
8 ft to 10 ft..... $1,700.00/Each
10 ft to 12 ft..... $1,950.00/Each
12 ft to 15 ft..... $2,200.00/Each
Greater than 15 ft $300.00/HR

"Outside Pavement" Test Holes
0 ft to 6 ft $1,100.00/Each
6 ft to 8 ft $1,300.00/Each
8 ft to 10 ft..... $1,500.00/Each
10 ft to 12 ft..... $1,750.00/Each
12 ft to 15 ft..... $2,000.00/Each
Greater than 15 ft $300.00/HR

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

Approved 9/20/2023
PSA Amendment #6

EXHIBIT D

RATE SCHEDULE
(continued)

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for ALL Urban Consumers, AL Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

WORK AUTHORIZATION NO. 13
PROJECT: Utility Coordination for Corridor Program

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated July 16, 2019 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Cobb, Fendley & Associates, Inc. (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is $149,920.30.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on October 1, 2024, upon final acceptance and full execution of the parties hereto and shall terminate on March 30, 2025. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20___.

ENGINEER:	COUNTY:
Cobb, Fendley & Associates, Inc.	Williamson County, Texas
By: Sandra G Khoury	By: _____
	Signature
Sandra G. Khoury, P.E.	_____
Printed Name	Printed Name
Executive Vice President	_____
Title	Title
November 8, 2024	_____
Date	Date

APPROVED
By Christen Eschberger at 8:37 am, Nov 13, 2024

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Rate Schedule

ATTACHMENT A

SERVICES TO BE PROVIDED BY COUNTY

Williamson County and/or its Designated Representative(s) will provide project direction, review and oversight of utility coordination and engineering services for all Corridor Projects and will provide all project related design files, topographic survey and right-of-way data to assist with coordination efforts.

Williamson County and/or its Designated Representative(s) will negotiate and secure Interlocal Agreements (ILA), when applicable, and provide copies to Utility Coordinator upon execution.

ATTACHMENT B

SERVICES TO BE PROVIDED BY ENGINEER

Scope of Services provided by Cobb, Fendley & Associates, Inc. (the ***Utility Coordinator),*** involves utility coordination and engineering services in Williamson County, Texas, (the County) for the Corridor Program as described below:

This scope includes the following major tasks:

1. UTILITY PROGRAM MANAGEMENT
2. PROJECT MANAGEMENT AND COORDINATION
3. UTILITY ADJUSTMENT COORDINATION
4. SUBSURFACE UTILITY ENGINEERING (SUE)
5. UTILITY ENGINEERING
6. UTILITY DESIGN
7. UTILITY PLANNING & RESEARCH
8. FIELD SURVEYING
9. RIGHT-OF-WAY (ROW) COORDINATION

1. UTILITY PROGRAM MANAGEMENT.

1.1. The ***Utility Coordinator,*** in association with the County and its Designated Representatives, will be responsible for the Utility Program Management for all assigned County Projects.

1.2. The ***Utility Coordinator*** will provide Utility Program Management services during any one, or combination, of the following phases of a project: Planning, Design, and/or Construction.

1.3. Annual Utility Meeting. The ***Utility Coordinator,*** in association with the County and its Designated Representative, will conduct an annual Utility Meeting with all Utility Representatives within the County to outline the projects anticipated for design and/or construction during that Fiscal Year, upon request. The ***Utility Coordinator*** will send out a quarterly email update to all Utility Representatives that reflect any changes that have occurred in the project list since the Annual Utility Meeting.

1.4. Utility Agreements. The ***Utility Coordinator,*** in association with the County and its Designated Representatives, will review and update all Utility Agreements of the County's Road Bond Program and associated attachments on an annual basis, or as needed.

2. PROJECT MANAGEMENT AND COORDINATION.

2.1. The ***Utility Coordinator,*** in association with the County and its Designated

Representatives, will be responsible for managing, directing, and/or coordinating all activities associated with utility coordination for all assigned projects.

The ***Utility Coordinator**'s* Project Principal is:
Ms. Sandra G. Khoury, P.E.
Cobb, Fendley & Associates, Inc.
9600 N. Mopac Expressway, Suite 800
Austin, Texas 78759
Telephone: 512-646-4342

The ***Utility Coordinator**'s* Project Manager is:
Mr. Derrick Horvath
Cobb, Fendley & Associates, Inc.
9600 N. Mopac Expressway, Suite 800
Austin, Texas 78759
Telephone: 512-646-4317

The ***Utility Coordinator**'s* Deputy Project Manager is:
Mr. Seferino Martinez
Cobb, Fendley & Associates, Inc.
9600 N. Mopac Expressway, Suite 800
Austin, Texas 78759
Telephone: 512-646-4394

2.2. Project Quality Assurance / Quality Control (QA/QC). The ***Utility Coordinator*** will provide internal and comprehensive quality assurance/quality control reviews throughout the Project development to appraise design, technical and business performance and provide real-time direction and objective solutions. All reports, agreements, and supporting documents, ("utility coordination work products") submitted to the County shall undergo QC reviews prior to submittal. A project manager/engineer will perform the QA/QC function. All QA/QC support documents will be provided with each submittal and uploaded to design project folder in ProjectWise. A copy of the ***Utility Coordinator***'s QA/QC Manual will be provided to the County and its Designated Representative.

2.3. Utility Status Report. The ***Utility Coordinator*** will create and maintain a utility status report on all assigned projects and submit on a weekly basis. The status report will include, at a minimum:
2.3.1. Project with Limits
2.3.2. Roadway Design Engineer
2.3.3. Roadway Design Status
2.3.4. Roadway Construction Advertisement Date
2.3.5. Utility Owners within Project
2.3.6. Utility Design Status

2.3.7. Utility Agreement or Permit Status
2.3.8. Utility Relocation Status (color coded)
2.3.9 Parcel Status
2.3.10 Williamson County Utility Cost
2.3.11 Utility Billing Status

2.4. Weekly Project Status Meetings. The ***Utility Coordinator*** will participate in weekly project status meetings with the County and its Designated Representatives.

2.5. Project Documentation. The ***Utility Coordinator*** will document all attachments and files sent to utilities and will upload all project related documents including, but not limited to, utility as-builts, utility conflict tracker spreadsheets, utility conflict strip maps at design milestone (i.e., schematic, 30%, 60%, 90%, etc.), utility agreement packages, meeting minutes, phone call records, Utility Certifications, etc. in designated project folders in ProjectWise, or other approved County documentation system.

3. UTILITY ADJUSTMENT COORDINATION

Utility Adjustment Coordination activities include, but are not limited to, meeting and contact with utilities on the project, initial project notifications, providing progress reports, preparation of contact lists, preparation of master utility agreements, assistance with permits, reviewing conflicts between the utilities and the Project, resolutions of utility conflicts, creating a utility tracking report, review of the proposed utility adjustments, and recommending the proposed locations of the utility adjustments. The above list of services is general in nature and should not be considered inclusive to the ***Utility Coordinator's*** responsibilities, as listed in the following scope.

3.1. ***Utility Coordinator*** shall perform utility coordination and liaison activities with involved utility owners, their consultants, Designated Representative, and the County to achieve timely project notifications, formal coordination meetings, conflict analysis and resolution.

3.2. ***Utility Coordinator*** shall coordinate all activities with the County and/or Designated Representative to facilitate the orderly progress and timely completion of the utility coordination phase. The ***Utility Coordinator*** will be responsible for the following:

3.2.1. Initial Project Meeting Attend an initial meeting with county or designated representative, after on-site inspection (when appropriate), to ensure familiarity with existing conditions, governing utility criteria for the project, project requirements or concerns and/or critical deadlines. The ***Utility Coordinator*** will prepare a written report of the meeting.

3.2.2 Project Notifications: Prepare written notification letters at each design milestone, (i.e., schematic, 30%, 60%, 90%, etc.) with associated project information and files, and send to Utility Representatives.

3.2.3. Group & Individual Meetings with Utility Companies, as required, to facilitate utility conflict identification and resolution.

3.2.3.1. Establish contact with existing Utility Companies within and adjacent to the Project and set up utility coordination meetings to discuss concepts and

options for conflict mitigation or relocation construction.

3.2.3.2. Schedule and conduct design milestone utility meetings and include the roadway designer (Kick-Off and 60% Design Milestone group meetings, at a minimum).

3.2.4. External Communications: The ***Utility Coordinator*** will coordinate all activities with the County, Designated Representative, County contracted design firms, County utility providers, or other contractors or representatives, as authorized by the County or Designated Representative. The ***Utility Coordinator*** will also provide copies of reports, correspondence and other documentation of work-related communications between the ***Utility Coordinator***, utility owners and other outside entities when requested by the County.

3.3. The ***Utility Coordinator*** shall determine which utilities will conflict with proposed construction and make the utility company aware of these conflicts based on governing utility criteria established in Initial Project Meeting. The ***Utility Coordinator*** shall assist the utility companies in the preparation of required agreements associated with the funding of adjustments and the occupation of public right of way.

3.4. Utility Agreement Assemblies: A packaged agreement consisting of (if Applicable) a Standard Utility Adjustment Agreement along with the following attachments, Attachment "A" Plans, Specifications, and Estimated Cost, Attachment "B" Utility's Schedule of Work and Estimated Date of Completion, Attachment "C" Eligibility Ratio, Attachment "D" Betterment Calculation and Estimates, Attachment "E" Proof of Property Interest, Quitclaim, Joint-Use Agreement and/or Permit, and Field Notes for quitclaim portion of easement.

3.4.1. The ***Utility Coordinator,*** in coordination with the County and its Designated Representative, shall determine the appropriate forms to be used on each assigned project and which utilities will be installed by "Agreement", by "Permit", or by "ILA". The ***Utility Coordinator*** shall review and process all agreement and permit requests and forward to the County or its Designated Representative or TxDOT if the project is on-system project for final approval.

3.4.2. Utility Agreements: If a utility is located within an easement, the ***Utility Coordinator*** shall determine whether a compensable interest exists and the owner's degree of eligibility. The ***Utility Coordinator*** shall assist the utility company with adjustment plans and cost estimate for these adjustments. The ***Utility Coordinator*** shall review plans to ensure compliance with the County Utility Design Criteria Guidelines or governing agency utility criteria, if applicable, and to ensure that the proposed adjustments will not conflict with roadway construction. The ***Utility Coordinator*** will submit 4 original Standard Utility Agreement packages along with attachments to the County or its Designated Representative by letter recommending approval.

3.4.3. Non-Reimbursable Utility Adjustments. The ***Utility Coordinator*** will furnish the appropriate Utility Installation Permit form to the utility company and assist them with adjustment plan preparation. The ***Utility Coordinator*** shall review plans to ensure compliance with the County Utility Design Criteria Guidelines or the governing agency utility criteria, if applicable, and to ensure that the proposal will not

conflict with roadway construction. The ***Utility Coordinator*** will submit the permit to the County or its Designated Representative by letter recommending approval.

3.4.4. Interlocal Agreements (ILA): If it is determined that the utility will be adjusted as part of the roadway contract, the County or its Designated Representative shall be notified immediately. The ***Utility Coordinator*** shall determine what funding amount is required based upon the applicable betterment or eligibility ratio and

provide that information to the County and its Designated Representative. The County or its designated representative will negotiate and secure the ILA with each respective Utility Owner. A copy of the final ILA will be provided to the ***Utility Coordinator*** upon execution.

3.5. Utility Tracking Reports. The ***Utility Coordinator*** will prepare and maintain a utility tracking report for each assigned project. The tracking report must be in an Excel spreadsheet format and will be updated monthly. The utility tracking report will include the following:

3.5.1. Utility Owner and Contact Information
3.5.2. Meetings and Written Notifications
3.5.3. Agreement Information
3.5.4. Utility Billings

3.6. Utility Billings. The ***Utility Coordinator*** will receive and review all invoices sent by reimbursable utilities for accuracy and compliance with the executed utility agreements and as per Williamson County Vendor Policy. If needed, the ***Utility Coordinator*** will request any missing documentation required to support the invoice from the Utility Owner. After five (5) business days, the ***Utility Coordinator*** will process the invoice with the documentation provided, even as a short pay, until all support documentation is secured. The invoice submittal will include all supporting documentation received to date, recommendation for payment, partial payment form and a payment summary and will be forwarded to the County or its Designated Representative for approval and payment.

3.7. Utility Certification/Special Provisions: The ***Utility Coordinator's*** Project Manager or P.E. shall submit upon request from the County, a Utility Clearance Certification. Utility Clearance Certification will certify that utilities are clear for roadway construction. However, if the utility adjustments are not complete prior to roadway project letting, a letter will be required outlining all outstanding utility conflicts and their effects on roadway construction.

4. SUBSURFACE UTILITY ENGINEERING.

Subsurface Utility Engineering services includes utility investigations subsurface and above ground prepared in accordance with AASHTO standards and Utility Quality Levels as defined in the Utilities Section of the Design Criteria Manual.

Based on the review of existing utilities and proposed roadway design, bridge design, drainage design, and other potential conflicts for utilities, the ***Utility Coordinator*** will recommend required test holes after completion of 60% conflict assessment. The ***Utility Coordinator*** will coordinate with the appropriate Utility Owner to utilize internal work forces to perform required test holes for verification of its facilities.

If requested, the ***Utility Coordinator*** will coordinate with the County and/or its Designated Representative to provide the required test holes. A sketch of the area to be included for the proposed test hole locations "Level A" will be provided prior to the start of the work and must

be approved by the County and/or its Designated Representative. The County or its Designated Representative will provide comments or approval of test hole plan within five (5) business days.

4.1. Subsurface Utility Designate Service (Quality Level B). Designate means to indicate the horizontal location of underground utilities by the application and interpretation of appropriate non-destructive surface geophysical techniques and reference to established survey control. Designate (Quality Level B) Services are inclusive of Quality Levels C and D. The ***Utility Coordinator*** shall:

4.1.1. As requested by the County, compile "As Built" information from plans, plats and other location data as provided by the utility owners.

4.1.2. Coordinate with utility owner when utility owner's policy is to designate their own facilities at no cost for preliminary survey purposes. The ***Utility Coordinator*** will examine utility owner's work to ensure accuracy and completeness.

4.1.3. Designate, record and mark the horizontal location of the existing utility facilities and their service laterals to existing buildings using non-destructive surface geophysical techniques. No storm sewer facilities are to be designated unless authorized by the County. A non-water base paint, utilizing the APWA color code scheme, must be used on all surface markings of underground utilities.

4.1.4. Correlate utility owner records with designating data and resolve discrepancies using professional judgment. A color-coded composite utility facility plan with utility owner names, quality levels, line sizes and subsurface utility locate (test hole) locations, if applicable will be prepared and delivered to the County or its Designated Representative. It is understood by both the ***Utility Coordinator*** and the County that the line sizes of designated utility facilities detailed on the deliverable are from the best available records and that an actual line size is normally determined from a test hole vacuum excavation. A note must be placed on the designate deliverable only that states "lines sizes are from best available records". All above ground appurtenance locations must be included in the deliverable to the County. This information will be provided in Microstation, Geopak or other applicable County/County's Design Consultant CADD system. The electronic file will be uploaded to Project Wise. A hard copy is required and must be sealed and dated by the ***Utility Coordinator***. When requested by the County or its Designated Representative, the designated utility information must be over laid on the County design plans.

4.1.5. Determine and inform the County of the approximate utility depths at critical locations as determined by the County or its Designated Representative. This depth indication is understood by both the ***Utility Coordinator*** and the County and its Designated Representative to be approximate only.

4.1.6. Clearly identify all utilities that were discovered from quality levels C and D investigation but cannot be depicted in quality level B standards. These utilities must have a unique line style and symbology in the designate (Quality Level B) deliverable.

4.2. Subsurface Utility Locate (Test Hole) Service (Quality Level A). Locate means to obtain precise horizontal and vertical position, material type, condition, size and other data that may be obtainable about the utility facility and its surrounding environment through exposure by nondestructive excavation techniques that ensures the integrity of the utility facility. All

test holes will be tied to project survey control provided by the County or its Designated Representative.

Subsurface Utility Locate (Test Hole) Services (Quality Level A) are inclusive of Quality Levels B, C, and D. The ***Utility Coordinator*** shall:

4.2.1. Review requested test hole locations and advise the County and/or its Designated Representative in the development of an appropriate locate (test hole) work plan relative to the existing utility infrastructure and proposed highway design elements.

4.2.2. Coordinate with utility owner inspectors as may be required by law or utility owner policy

4.2.3. Neatly cut and remove existing pavement material, such that the cut not exceed 1 square foot unless unusual circumstances exist.

4.2.4. Measure and record the following data, as required, on an appropriately formatted test hole data sheet and upload to design project folder in ProjectWise.

4.2.4.1. Elevation of top and/or bottom of utility tied to the datum of the furnished plan.

4.2.4.2 Identify a minimum of two benchmarks utilized. Elevations shall be within an accuracy of 0.05 feet of utilized benchmarks.

4.2.4.3. Elevation of existing grade over utility at test hole location.

4.2.4.4. Horizontal location referenced to project coordinate datum.

4.2.4.5. Outside diameter of pipe or width of duct banks and configuration of non-encased multi-conduit systems.

4.2.4.6. Utility facility material(s).

4.2.4.7. Utility facility condition.

4.2.4.8. Pavement thickness and type.

4.2.4.9. Coating/Wrapping information and condition.

4.2.4.10. Unusual circumstances or field conditions.

4.2.4.11. Excavate test holes in such a manner as to prevent any damage to wrappings, coatings, cathodic protection or other protective coverings and features.

4.2.5. Be responsible for any damage to the utility during the locating process. In the event of damage, the ***Utility Coordinator*** shall stop work, notify the appropriate utility facility owner, the County, Designated Representative and appropriate regulatory agencies. The regulatory agencies include but are not limited to the Texas Railroad Commission and the Texas Commission on Environmental Quality. The ***Utility Coordinator*** will not resume work until the utility facility owner has determined the corrective action to be taken. The ***Utility Coordinator*** shall be liable for all costs involved in the repair or replacement of the utility facility.

4.2.5.1. Backfill all excavations with appropriate material, compact backfill by mechanical means and restore pavement and surface material. The ***Utility Coordinator*** shall be responsible for the integrity of the backfill and surface restoration for a period of three (3) years.

4.2.5.2 Provide complete restoration of work site and landscape to equal or better condition than before excavation. If a work site and landscape is not

appropriately restored, the ***Utility Coordinator*** shall return to correct the condition at no extra charge to the County.

4.2.5.3. Plot utility location position information to scale and provide an updated Utility Layout. This information will be provided in PDF, Microstation or other CADD System format used by the County.

4.3. Ground Penetrating Radar. Subsurface utility investigation using Ground Penetrating Radar (GPR) can be provided in locations where conventional electromagnetic pipe and cable locators are not successful, dependent on soil conditions. A typical example of this would be when non-conductive utility features require investigation (i.e., PVC water line without trace wires). Soil conditions in Williamson County are not ideal for GPR use, but it has been used successfully in certain areas to assist with utility designating.

4.3.1. GPR services include providing physical designation of horizontal locations of the subject utility line that is then surveyed to project control.

4.3.2. GPR data does not provide vertical locations to the standard required for design purposes.

4.3.3. Post processing of GPR data and submittal of GPR image files are not included in this scope.

5. UTILITY ENGINEERING.

Utility Engineering includes the identification of utility conflicts, coordination and resolution of utility conflicts, preparation of utility layouts and exhibits, review of utility relocation plans and estimates, and assisting in the utility adjustment coordination effort. The ***Utility Coordinator*** shall coordinate all activities with the County and/or Designated Representative to facilitate the orderly progress and timely completion of the utility coordination phase. Coordination of utility engineering activities includes:

5.1. Utility Layout: The ***Utility Coordinator*** shall maintain a utility layout in the latest version of Microstation V8 or AutoCAD. This layout shall include all existing utilities which are to remain in place, be relocated, or be abandoned. This layout will be utilized to confirm and evaluate alternatives. The ***Utility Coordinator's*** Project Manager or registered

Professional Engineer (P.E.) will utilize the layout of existing utilities and determine the following:

5.1.1. Facilities in conflict with the proposed project that are to be relocated.

5.1.2. Facilities to be abandoned in place.

5.1.3. Facilities to remain in service and in place.

5.1.4. As part of the QA/QC process, the ***Utility Coordinator's*** Project Manager or P.E. shall make reasonable effort, per industry standards, for identifying all utilities and conflicts within the project limits. In the event there are any unidentified utilities discovered during the project which will require relocation, the ***Utility Coordinator*** shall notify the County and/or its Designated Representative immediately upon discovery.

5.2. Conflict Assessment. The ***Utility Coordinator*** will utilize the Utility Layout and prepare a Utility Conflict Matrix that summarizes the list of utility conflicts by owner, conflict type and station limits. This conflict assessment will be forwarded to the utility owners within the

project limits, along with the Utility Layout, within a two (2) week turnaround from received design milestone submittal. The utility layout and conflict matrix will be sent with written notification to all utility owners and uploaded to ProjectWise.

5.2.1. The ***Utility Coordinator*** will secure the latest version of the Road Bond Program's electronic file release waiver from each utility requesting electronic design files. Upon approval of release form by the County or its Designated Representative, the ***Utility Coordinator*** will provide the requested files to the utility and upload a *.zip file of the submittal to ProjectWise.

5.3. Group & Individual Meetings with Utility Companies, as required, to facilitate utility conflict identification and resolution.

5.3.1. Establish contact with existing Utility Companies within and adjacent to the Project and set up utility coordination meetings to discuss concepts and options for construction.

5.3.2. Set agenda and sign-in sheet for all coordination meetings.

5.3.3. Evaluate alternatives in the adjustment of utilities balancing the needs of both the County and the Utility.

5.3.4. Establish and promote the desired agenda and methodologies for utility construction within the project.

5.3.3 Provide meeting minutes within five (5) business days to all attendees.

5.4. Proposed Utility Typical Section. The ***Utility Coordinator*** will prepare a Proposed Utility Typical Section in the latest version of Microstation or AutoCAD, as needed, when cross sections are made available by the design engineer. The Proposed Utility Typical Section will be presented at the 60% Design Milestone Meeting for review and concurrence by utility owners. The section will help identify and establish sequence of construction for all utility relocation work, whether it is included as a part of the Project construction or not. The section will incorporate the following information:

5.4.1. Existing and proposed utility alignments in cross-sectional view

5.4.2. Existing and proposed roadway features in cross-sectional view

5.4.3. Identify which utilities will be built as part of the contract

5.4.4. Identify which facilities will be relocated prior to construction

5.5. Review of Utility's Proposed Adjustments

5.5.1. Evaluate Alternatives: The ***Utility Coordinator*** will evaluate relocation plans and consider alternatives in the adjustment of utilities that balances the needs of both the County and the Utility.

5.5.2. Review Estimates and Schedules: The ***Utility Coordinator*** will review the utility adjustment estimates for reasonableness of cost and the timely scheduling of the adjustment.

5.5.3. Review Plans to confirm all conflict locations have been addressed and relocations comply with County Utility Design Criteria Guidelines or governing agency utility criteria, if applicable. The responsibility for quality and accuracy of Utility adjustment plans will remain with the Utility Company.

5.5.4. Review Traffic Control Plans. The ***Utility Coordinator*** shall ensure traffic control plans meet with the regulations of the most recent edition of the "Texas Manual on

Uniform Traffic Control Devices". The ***Utility Coordinator*** must coordinate approval from the County or its Designated Representative concerning the proposed method of handling traffic prior to allowing commencement of work.

6. UTILITY DESIGN.

The ***Engineer*** will coordinate and develop PS&E for utilities to be included in the construction contract for the County upon written request by the Utility Owner and/or the County. All joint bid utility plan requests are to be approved by the County or Designated Representative prior to commencing work.

6.1. The ***Engineer*** shall develop PS&E and special details to accommodate or adjust utilities, including but not limited to fiber optic, communications, gas, water or wastewater. Prior to developing any special utility detail or PS&E set, the ***Engineer*** shall notify the County and its Designated Representative in writing regarding each utility conflict that may require an accommodation. As directed by the County or its Designated Representative, the ***Engineer*** shall coordinate with each utility to develop each PS&E package and special details. The ***Engineer*** shall develop each utility detail or PS&E package in compliance with the County or governing agency guidelines.

6.2. The ***Engineer*** shall prepare General Notes and shall provide a list of governing specifications and special provisions. The ***Engineer*** shall prepare each plan sheet, detail sheet, special specification, special provision, and special note required to incorporate the utility designs into the County's plans. If necessary, the ***Engineer*** shall provide any required Utility Certifications. The ***Engineer*** shall prepare a Construction Time Determination schedule for each utility relocation design required to incorporate into the County's construction schedule.

6.3. The ***Engineer*** shall provide quantities for construction bid items, as well as estimate of probable costs, starting at the 60% design submittal.

6.4. The *Engineer* should submit plans at each respective design milestone to the Utility Owner, the ***Utility Coordinator*** and the County or Designated Representative for review. The ***Utility Coordinator*** and the County or Designated Representative shall provide written comments on the plan submittal within five (5) business days from receipt.

6.5. The ***Engineer*** cannot perform utility design if that individual had a role in utility coordination on the project.

7. UTILITY PLANNING AND RESEARCH.

Planning services consist of performing research, identifying potential conflicts and preparing estimates of the costs of utility avoidance, protection, and/or relocation to assist with the development of the County's Road Bond Program. Utility data collection will be based on information provided on proposed projects, from schematic or conceptual-level design drawings to project location with scope of proposed improvements. Research — Utility Data Collection (Planning) services include:

7.1. Initial Project Meeting. The ***Utility Coordinator*** will meet with the County or its Designated Representative to obtain project information and establish communication and documentation requirements.

7.2. Utility Data Collection. The ***Utility Coordinator*** will research records of properties and utilities within the estimated limits of the project area and:
- 7.2.1. Identify all utility service providers within the project area
- 7.2.2. Determine the existence and approximate location of utilities and easement.
- 7.2.3. Perform a visual inspection of the project area on-site and/or using available GIS map, aerial photography, and utility records to identify conflicts.

7.3. Evaluation of Utility Data. The ***Utility Coordinator*** will summarize utility conflicts and relocation responsibilities, cost estimates, and alternatives for the proposed project
- 7.3.1. Utilities within easement (compensable interest):
  - 7.3.1.1. Present and discuss alternatives with the County and its Designated Representative for redesign options to avoid utility relocations or to minimize utility relocation costs.
  - 7.3.1.2. Provide utility relocation cost estimates for those utilities that will have to be relocated or require additional protection measures to remain in place.
- 7.3.2. Utilities within existing right-of-way:
  - 7.3.2.1. Present and discuss alternatives with the County and its Designated Representative for utility relocation options, including redesign.
  - 7.3.2.2. Obtain utility service providers' relocation policies and procedures and estimated duration for completing relocation design and construction.

7.4. Summary Report. The ***Utility Coordinator*** will prepare a summary report of all utility documentation and findings obtained and developed and provide copies to the County and its Designated Representative upon completion of the research.

8. FIELD SURVEYING.

The ***Utility Coordinator*** will provide field surveying, at the request of the County or its Designated Representative, to assist in utility coordination during any phase of a County Project —planning, design, and/or construction. The ***Utility Coordinator*** will only provide such services to the County when requested and authorized in writing. Field surveying services include, but are not limited to:

8.1. Metes and Bounds Descriptions. The ***Surveyor*** will prepare metes and bounds descriptions and exhibits for utility easements, as requested and authorized by the County and/or its Designated Representatives.

8.2. Right-of-Way (ROW) Staking. The ***Surveyor*** will provide ROW staking services for Utility Relocations, as requested and authorized by the County and/or its Designated Representatives.

8.3. Utility Relocation Verification. The ***Surveyor*** can provide survey of utility relocations at critical locations, as requested and authorized by the County and/or its Designated Representatives.

9. RIGHT-OF-WAY (ROW) COORDINATION.

The ***Utility Coordinator*** will coordinate with the County or its Designated Representative regarding right-of-way and easement acquisitions for each project assigned. This coordination will include, but is not limited to:

9.1. Status of utility easement acquisitions

9.2. Clearance of structures for utility relocations as a part of ROW acquisition

9.3. ROW acquisition schedule and priorities for utility relocations

9.4. Preparation of exhibits to assist in ROW or easement acquisition process

9.5. Meetings with the County of its Designated Representative, as needed, to review ROW Acquisition and utility status

9.6. Right-of-way or easement acquisition services, as needed

ID	Task Name
1	Notice to Proceed
2	**UTILITY PROGRAM MANAGEMENT**
3	ANNUAL UTILITY MEETING
4	UTILITY AGREEMENT FORMS
5	**PROGRAM MANAGEMENT AND COORDINATION**
6	PROJECT QA/QC
7	WEEKLY PROJECT STATUS MEETINGS & REPORTS
8	PROJECT DOCUMENTATION
9	**UTILITY ADJUSTMENT COORDINATION**
10	UTILITY COORDINATION ACTIVITIES & MEETINGS
11	UTILITY AGREEMENT ASSEMBLIES
12	UTILITY TRACKING
13	**SUBSURFACE UTILITY ENGINEERING**
14	QUALITY LEVEL B
15	QUALITY LEVEL A
16	**UTILITY ENGINEERING**
17	UTILITY LAYOUT
18	CONFLICT ASSESSMENT
19	INDIVIDUAL UTILITY MEETINGS
20	**UTILITY PLANNING AND RESEARCH**
21	UTILITY DATA COLLECTION
22	EVALUATION OF UTILITY DATA
23	**RIGHT-OF-WAY COORDINATION**
24	Work Authorization Termination

Williamson County
Corridor Program
WA 13

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

Attachment D

Fee Schedule

Utility Coordination & Engineering Services

Description of Work Task	Senior Project Manager	Senior Engineer	Project Manager	Project Engineer II	Deputy Project Manager	Project Engineer I	Graduate Engineer II	Graduate Engineer I	Senior Utility Specialist	Utility Specialist	Jr Utility Specialist	Senior Technician	Technician III	Technician II	Technician I	Right-of-Way Project Manager	Right-of-Way Agent	Registered Professional Land Surveyor	2-Person Field Services Crew	1-Person Field Services Crew	Two-Man Designating Crew (4 hr min)	One-Man Designating Crew (4 hr min)	Vacuum Ex Truck w/ 2 Techs (Vac 3000 & 4000) (4 hr min)	Vacuum Ex Truck w/ 2 Techs (Vac 6000) (4 hr min)	Ground Penetrating Radar w/ 1 Tech (4 hr min)	Administrative	Clerical	Total Hours	Total Cost
	$291.00	$241.00	$210.00	$185.00	$175.00	$155.00	$145.00	$130.00	$192.00	$155.00	$130.00	$179.00	$155.00	$142.00	$117.00	$291.00	$173.00	$210.00	$179.00	$148.00	$210.00	$136.00	$365.00	$390.00	$322.00	$130.00	$99.00		
UTILITY PROGRAM MANAGEMENT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	**0**	$ -
PROJECT MANAGEMENT AND COORDINATION	10	0	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10	0	**30**	$ 6,310.00
UTILITY ADJUSTMENT COORDINATION	0	0	10	0	20	0	0	0	10	0	20	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10	**70**	$ 11,110.00
UTILITY ENGINEERING	0	0	10	20	20	10	20	10	0	0	0	0	0	10	0	0	0	0	0	0	0	0	0	0	0	0	0	**100**	$ 16,470.00
RESEARCH - UTILITY DATA COLLECTION (PLANNING)	0	0	0	0	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10	**20**	$ 2,740.00
RIGHT-OF-WAY (ROW) COORDINATION	0	0	0	0	10	0	0	0	0	0	10	0	0	0	0	0	10	0	0	0	0	0	0	0	0	0	0	**30**	$ 4,780.00
SUBSURFACE UTILITY ENGINEERING (SUE)	10	10	0	0	10	0	0	0	0	10	0	10	20	10	10	0	0	4	8	0	16	0	20	0	0	0	10	**148**	$ 30,022.00
Total Hours	**20**	**10**	**30**	**20**	**70**	**10**	**20**	**10**	**10**	**10**	**30**	**10**	**20**	**20**	**10**	**0**	**10**	**4**	**8**	**0**	**16**	**0**	**20**	**0**	**0**	**10**	**30**	**398**	
Cost	$5,820	$2,410	$6,300	$3,700	$12,250	$1,550	$2,900	$1,300	$1,920	$1,550	$3,900	$1,790	$3,100	$2,840	$1,170	$0	$1,730	$840	$1,432	$0	$3,360	$0	$7,300	$0	$0	$1,300	$2,970		**$ 71,432.00**

Other Direct Expenses

			CobbFendley	
Description	**Unit Cost**	**Units**	**Quantity**	**Total**
In-House Reproduction:				
Copies (up to 11"x17")	$ 0.15	each	50	$7.50
Color Prints (up to 11"x17")	$ 1.50	each	50	$75.00
Color Prints (Larger than 11"x17")	$ 3.00	sq. ft.	50	$150.00
Standard Postage	$ 0.58	each	10	$5.80
Express Mail (billed at cost - estimated cost shown)	$ 28.00	each	5	$140.00
Local Deliveries (billed at cost - estimated cost shown)	$ 35.00	each	5	$175.00
Mileage (billed at IRS approved rate - estimated cost shown)	$ 0.670	mile	500	$335.00
Outside Firm - SUE Support (Surwest, The Rios Group, SOFTDIG, Badger Daylighting Corp, Clean Harbors Environmental Services, Lonestar Program Controls Group) (billed at cost - estimated cost shown)	$ 2,400.000	day	3	$7,200.00
Outside Firm - Survey Support (Surwest, McGray & McGray Land Surveyors, Landmark Surveying) (billed at cost-estimated cost shown)	$ 2,300.000	day	1	$2,300.00
Outside Firm - Utility Coordination Support (GGE Design & Consulting,LLC) (billed at cost - estimated cost shown)	$ 10,000.000	month	6	$60,000.00
Outside Firm - Utility Field Verification (Anderson Infrastructure, Texas Utility Coordinators, Lonestar Program Controls Group) (billed at cost-estimated cost shown)	$ 1,400.000	month	3	$4,200.00
Designation & Traffic Control Vehicle	$ 3.50	mile	40	$140.00
Location Vehicle (Vac Truck)	$ 6.50	mile	40	$260.00
Traffic Control (Lane Closures, etc.) (billed at cost - estimated cost shown)	$ 1,500.00	each	2	$3,000.00
Permits (Local, State, etc.) (billed at cost - estimated cost shown)	$ 500.00	each	1	$500.00
				$78,488.30

Work Authorization Total **$ 149,920.30**

WORK AUTHORIZATION NO. 14
PROJECT: Utility Coordination for 2019 Road Bond Program

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated July 16, 2019 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Cobb, Fendley & Associates, Inc. (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is $1,046,361.60

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on October 1, 2024, upon final acceptance and full execution of the parties hereto, and shall terminate on March 30, 2025. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20___.

ENGINEER:	COUNTY:
Cobb, Fendley & Associates, Inc.	Williamson County, Texas
By: Sandra G Khoury	By: _____
	Signature
Sandra G. Khoury, P.E.	_____
Printed Name	Printed Name
Executive Vice President	_____
Title	Title
November 8, 2024	_____
Date	Date

APPROVED
By Christen Eschberger at 8:36 am, Nov 13, 2024

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Rate Schedule

ATTACHMENT A

SERVICES TO BE PROVIDED BY COUNTY

Williamson County and/or its Designated Representative(s) will provide project direction, review and oversight of utility coordination and engineering services for all Road Bond Projects and will provide all project related design files, topographic survey and right-of-way data to assist with coordination efforts.

Williamson County and/or its Designated Representative(s) will negotiate and secure Interlocal Agreements (ILA), when applicable, and provide copies to Utility Coordinator upon execution.

ATTACHMENT B

SERVICES TO BE PROVIDED BY ENGINEER

Scope of Services provided by Cobb, Fendley & Associates, Inc. (the ***Utility Coordinator),*** involves utility coordination and engineering services in Williamson County, Texas, (the County) for the 2019 Road Bond Program as described below:

This scope includes the following major tasks:

1. UTILITY PROGRAM MANAGEMENT
2. PROJECT MANAGEMENT AND COORDINATION
3. UTILITY ADJUSTMENT COORDINATION
4. SUBSURFACE UTILITY ENGINEERING (SUE)
5. UTILITY ENGINEERING
6. UTILITY DESIGN
7. UTILITY PLANNING & RESEARCH
8. FIELD SURVEYING
9. RIGHT-OF-WAY (ROW) COORDINATION

1. UTILITY PROGRAM MANAGEMENT.

1.1. The ***Utility Coordinator,*** in association with the County and its Designated Representatives, will be responsible for the Utility Program Management for all assigned County Projects.

1.2. The ***Utility Coordinator*** will provide Utility Program Management services during any one, or combination, of the following phases of a project: Planning, Design, and/or Construction.

1.3. Annual Utility Meeting. The ***Utility Coordinator,*** in association with the County and its Designated Representative, will conduct an annual Utility Meeting with all Utility Representatives within the County to outline the projects anticipated for design and/or construction during that Fiscal Year, upon request. The ***Utility Coordinator*** will send out a quarterly email update to all Utility Representatives that reflect any changes that have occurred in the project list since the Annual Utility Meeting.

1.4. Utility Agreements. The ***Utility Coordinator,*** in association with the County and its Designated Representatives, will review and update all Utility Agreements of the County's Road Bond Program and associated attachments on an annual basis, or as needed.

2. PROJECT MANAGEMENT AND COORDINATION.

2.1. The ***Utility Coordinator,*** in association with the County and its Designated Representatives, will be responsible for managing, directing, and/or coordinating all activities associated with utility coordination for all assigned projects.

The ***Utility Coordinator's*** Project Principal is:
Ms. Sandra G. Khoury, P.E.
Cobb, Fendley & Associates, Inc.
9600 N. Mopac Expressway, Suite 800
Austin, Texas 78759
Telephone: 512-646-4342

The ***Utility Coordinator's*** Project Manager is:
Mr. Harsha Shetty
Cobb, Fendley & Associates, Inc.
9600 N. Mopac Expressway, Suite 800
Austin, Texas 78759
Telephone: 512-646-4301

The ***Utility Coordinator's*** Deputy Project Manager is:
Mr. Carlton Wolfe
Cobb, Fendley & Associates, Inc.
9600 N. Mopac Expressway, Suite 800
Austin, Texas 78759
Telephone: 512-646-4318

2.2. Project Quality Assurance / Quality Control (QA/QC). The ***Utility Coordinator*** will provide internal and comprehensive quality assurance/quality control reviews throughout the Project development to appraise design, technical and business performance and provide real-time direction and objective solutions. All reports, agreements, and supporting documents, ("utility coordination work products") submitted to the County shall undergo QC reviews prior to submittal. A project manager/engineer will perform the QA/QC function. All QA/QC support documents will be provided with each submittal and uploaded to design project folder in ProjectWise. A

copy of the ***Utility Coordinator***'s QA/QC Manual will be provided to the County and its Designated Representative.

2.3. Utility Status Report. The ***Utility Coordinator*** will create and maintain a utility status report on all assigned projects and submit on a weekly basis. The status report will include, at a minimum:

2.3.1. Project with Limits
2.3.2. Roadway Design Engineer
2.3.3. Roadway Design Status
2.3.4. Roadway Construction Advertisement Date
2.3.5. Utility Owners within Project
2.3.6. Utility Design Status
2.3.7. Utility Agreement or Permit Status
2.3.8. Utility Relocation Status (color coded)
2.3.9 Parcel Status
2.3.10 Williamson County Utility Cost
2.3.11 Utility Billing Status

2.4. Weekly Project Status Meetings. The ***Utility Coordinator*** will participate in weekly project status meetings with the County and its Designated Representatives.

2.5. Project Documentation. The ***Utility Coordinator*** will document all attachments and files sent to utilities and will upload all project related documents including, but not limited to, utility as-builts, utility conflict tracker spreadsheets, utility conflict strip maps at design milestone (i.e., schematic, 30%, 60%, 90%, etc.), utility agreement packages, meeting minutes, phone call records, Utility Certifications, etc. in designated project folders in ProjectWise, or other approved County documentation system.

3. UTILITY ADJUSTMENT COORDINATION

Utility Adjustment Coordination activities include, but are not limited to, meeting and contact with utilities on the project, initial project notifications, providing progress reports, preparation of contact lists, preparation of master utility agreements, assistance with permits, reviewing conflicts between the utilities and the Project, resolutions of utility conflicts, creating a utility tracking report, review of the proposed utility adjustments, and recommending the proposed locations of the utility adjustments. The above list of services is general in nature and should not be considered inclusive to the ***Utility Coordinator****'s* responsibilities, as listed in the following scope.

3.1. ***Utility Coordinator*** shall perform utility coordination and liaison activities with involved utility owners, their consultants, Designated Representative, and the County to achieve timely project notifications, formal coordination meetings, conflict analysis and resolution.

3.2. ***Utility Coordinator*** shall coordinate all activities with the County and/or Designated Representative to facilitate the orderly progress and timely completion of the utility coordination phase. The ***Utility Coordinator*** will be responsible for the following:

3.2.1. Initial Project Meeting Attend an initial meeting with county or designated representative, after on-site inspection (when appropriate), to ensure familiarity with existing conditions, governing utility criteria for the project, project requirements or concerns and/or critical deadlines. The ***Utility Coordinator*** will prepare a written report of the meeting.

3.2.2 Project Notifications: Prepare written notification letters at each design milestone, (i.e., schematic, 30%, 60%, 90%, etc.) with associated project information and files, and send to Utility Representatives.

3.2.3. Group & Individual Meetings with Utility Companies, as required, to facilitate utility conflict identification and resolution.

3.2.3.1. Establish contact with existing Utility Companies within and adjacent to the Project and set up utility coordination meetings to discuss concepts and options for conflict mitigation or relocation construction.

3.2.3.2. Schedule and conduct design milestone utility meetings and include the roadway designer (Kick-Off and 60% Design Milestone group meetings, at a minimum).

3.2.4. External Communications: The ***Utility Coordinator*** will coordinate all activities with the County, Designated Representative, County contracted design firms, County utility providers, or other contractors or representatives, as authorized by the County or Designated Representative. The ***Utility Coordinator*** will also provide

copies of reports, correspondence and other documentation of work-related communications between the ***Utility Coordinator***, utility owners and other outside entities when requested by the County.

3.3. The ***Utility Coordinator*** shall determine which utilities will conflict with proposed construction and make the utility company aware of these conflicts based on governing utility criteria established in Initial Project Meeting. The ***Utility Coordinator*** shall assist the utility companies in the preparation of required agreements associated with the funding of adjustments and the occupation of public right of way.

3.4. Utility Agreement Assemblies: A packaged agreement consisting of (if Applicable) a Standard Utility Adjustment Agreement along with the following attachments, Attachment "A" Plans, Specifications, and Estimated Cost, Attachment "B" Utility's Schedule of Work and Estimated Date of Completion, Attachment "C" Eligibility Ratio, Attachment "D" Betterment Calculation and Estimates, Attachment "E" Proof of Property Interest, Quitclaim, Joint-Use Agreement and/or Permit, and Field Notes for quitclaim portion of easement.

3.4.1. The ***Utility Coordinator,*** in coordination with the County and its

Designated Representative, shall determine the appropriate forms to be used on each assigned project and which utilities will be installed by "Agreement", by "Permit", or by "ILA". The ***Utility Coordinator*** shall review and process all agreement and permit requests and forward to the County or its Designated Representative or TxDOT if the project is on-system project for final approval.

3.4.2. Utility Agreements: If a utility is located within an easement, the ***Utility Coordinator*** shall determine whether a compensable interest exists and the owner's degree of eligibility. The ***Utility Coordinator*** shall assist the utility company with adjustment plans and cost estimate for these adjustments. The ***Utility Coordinator*** shall review plans to ensure compliance with the County Utility Design Criteria Guidelines or governing agency utility criteria, if applicable, and to ensure that the proposed adjustments will not conflict with roadway construction. The ***Utility Coordinator*** will submit 4 original Standard Utility Agreement packages along with attachments to the County or its Designated Representative by letter recommending approval.

3.4.3. Non-Reimbursable Utility Adjustments. The ***Utility Coordinator*** will furnish the appropriate Utility Installation Permit form to the utility company and assist them with adjustment plan preparation. The ***Utility Coordinator*** shall review plans to ensure compliance with the County Utility Design Criteria Guidelines or the governing agency utility criteria, if applicable, and to ensure that the proposal will not conflict with roadway construction. The ***Utility Coordinator*** will submit the permit to the County or its Designated Representative by letter recommending approval.

3.4.4. Interlocal Agreements (ILA): If it is determined that the utility will be adjusted as part of the roadway contract, the County or its Designated Representative shall be
notified immediately. The ***Utility Coordinator*** shall determine what funding amount is required based upon the applicable betterment or eligibility ratio and

provide that information to the County and its Designated Representative. The County or its designated representative will negotiate and secure the ILA with each respective Utility Owner. A copy of the final ILA will be provided to the ***Utility Coordinator*** upon execution.

3.5. Utility Tracking Reports. The ***Utility Coordinator*** will prepare and maintain a utility tracking report for each assigned project. The tracking report must be in an Excel spreadsheet format and will be updated monthly. The utility tracking report will include the following:

3.5.1. Utility Owner and Contact Information
3.5.2. Meetings and Written Notifications
3.5.3. Agreement Information
3.5.4. Utility Billings

3.6. Utility Billings. The ***Utility Coordinator*** will receive and review all invoices sent by reimbursable utilities for accuracy and compliance with the executed utility agreements and as per Williamson County Vendor Policy. If needed, the ***Utility Coordinator*** will request any missing documentation required to support the invoice from the Utility Owner. After five (5) business days, the ***Utility Coordinator*** will process the invoice with the documentation provided, even as a short pay, until all support documentation is secured. The invoice submittal will include all supporting documentation received to date, recommendation for payment, partial payment form and a payment summary and will be forwarded to the County or its Designated Representative for approval and payment.

3.7. Utility Certification/Special Provisions: The ***Utility Coordinator****'s* Project Manager or P.E. shall submit upon request from the County, a Utility Clearance Certification. Utility Clearance Certification will certify that utilities are clear for roadway construction. However, if the utility adjustments are not complete prior to roadway project letting, a letter will be required outlining all outstanding utility conflicts and their effects on roadway construction.

3.8. Utility Relocation Construction: The ***Utility Coordinator*** will provide oversight and observation of utility relocation construction activities, as needed, to confirm relocations are being performed according to plan and schedule. The ***Utility Coordinator*** will monitor relocation activities on a weekly basis and provide progress summary reports to the County and GEC.

4. SUBSURFACE UTILITY ENGINEERING.

Subsurface Utility Engineering services includes utility investigations subsurface and above ground prepared in accordance with AASHTO standards and Utility Quality Levels as defined in the Utilities Section of the Design Criteria Manual.

Based on the review of existing utilities and proposed roadway design, bridge design, drainage design, and other potential conflicts for utilities, the ***Utility Coordinator*** will recommend required test holes after completion of 60% conflict assessment. The ***Utility Coordinator*** will coordinate with the appropriate Utility Owner to utilize internal work forces to perform required test holes for verification of its facilities.

If requested, the ***Utility Coordinator*** will coordinate with the County and/or its Designated Representative to provide the required test holes. A sketch of the area to be included for the proposed test hole locations "Level A" will be provided prior to the start of the work and must be approved by the County and/or its Designated Representative. The County or its Designated Representative will provide comments or approval of test hole plan within five (5) business days.

4.1. Subsurface Utility Designate Service (Quality Level B). Designate means to indicate the horizontal location of underground utilities by the application and interpretation of appropriate non-destructive surface geophysical techniques and reference to established survey control. Designate (Quality Level B) Services are inclusive of Quality Levels C and

D. The ***Utility Coordinator*** shall:

4.1.1. As requested by the County, compile "As Built" information from plans, plats and other location data as provided by the utility owners.

4.1.2. Coordinate with utility owner when utility owner's policy is to designate their own facilities at no cost for preliminary survey purposes. The ***Utility Coordinator*** will examine utility owner's work to ensure accuracy and completeness.

4.1.3. Designate, record and mark the horizontal location of the existing utility facilities and their service laterals to existing buildings using non-destructive surface geophysical techniques. No storm sewer facilities are to be designated unless authorized by the County. A non-water base paint, utilizing the APWA color code scheme, must be used on all surface markings of underground utilities.

4.1.4. Correlate utility owner records with designating data and resolve discrepancies using professional judgment. A color-coded composite utility facility plan with utility owner names, quality levels, line sizes and subsurface utility locate (test hole) locations, if applicable will be prepared and delivered to the County or its Designated Representative. It is understood by both the ***Utility Coordinator*** and the County that the line sizes of designated utility facilities detailed on the deliverable are from the best available records and that an actual line size is normally determined from a test hole vacuum excavation. A note must be placed on the designate deliverable only that states "lines sizes are from best available records". All above ground appurtenance locations must be included in the deliverable to the County. This information will be provided in Microstation, Geopak or other applicable County/County's Design Consultant CADD system. The electronic file will be uploaded to Project Wise. A hard copy is required and must be sealed and dated by the ***Utility Coordinator***. When requested by the County or its Designated Representative, the designated utility information must be over laid on the County design plans.

4.1.5. Determine and inform the County of the approximate utility depths at critical locations as determined by the County or its Designated Representative. This depth indication is understood by both the ***Utility Coordinator*** and the County and its Designated Representative to be approximate only.

4.1.6. Clearly identify all utilities that were discovered from quality levels C and D investigation but cannot be depicted in quality level B standards. These utilities must have a unique line style and symbology in the designate (Quality Level B) deliverable.

4.2. Subsurface Utility Locate (Test Hole) Service (Quality Level A). Locate means to obtain precise horizontal and vertical position, material type, condition, size and other data that may be obtainable about the utility facility and its surrounding environment through exposure by nondestructive excavation techniques that ensures the integrity of the utility facility. All test holes will be tied to project survey control provided by the County or its Designated Representative.

Subsurface Utility Locate (Test Hole) Services (Quality Level A) are inclusive of Quality Levels B, C, and D. The ***Utility Coordinator*** shall:

4.2.1. Review requested test hole locations and advise the County and/or its Designated Representative in the development of an appropriate locate (test hole) work plan relative to the existing utility infrastructure and proposed highway design elements.

4.2.2. Coordinate with utility owner inspectors as may be required by law or utility owner policy

4.2.3. Neatly cut and remove existing pavement material, such that the cut not exceed 1 square foot unless unusual circumstances exist.

4.2.4. Measure and record the following data, as required, on an appropriately formatted test hole data sheet and upload to design project folder in ProjectWise.

4.2.4.1. Elevation of top and/or bottom of utility tied to the datum of the furnished plan.

4.2.4.2 Identify a minimum of two benchmarks utilized. Elevations shall be within an accuracy of 0.05 feet of utilized benchmarks.

4.2.4.3. Elevation of existing grade over utility at test hole location.

4.2.4.4. Horizontal location referenced to project coordinate datum.

4.2.4.5. Outside diameter of pipe or width of duct banks and configuration of non-encased multi-conduit systems.

4.2.4.6. Utility facility material(s).

4.2.4.7. Utility facility condition.

4.2.4.8. Pavement thickness and type.

4.2.4.9. Coating/Wrapping information and condition.

4.2.4.10. Unusual circumstances or field conditions.

4.2.4.11. Excavate test holes in such a manner as to prevent any damage to wrappings, coatings, cathodic protection or other protective coverings and features.

4.2.5. Be responsible for any damage to the utility during the locating process. In the event of damage, the ***Utility Coordinator*** shall stop work, notify the appropriate utility facility owner, the County, Designated Representative and appropriate regulatory agencies. The regulatory agencies include but are not limited to the Texas Railroad Commission and the Texas Commission on Environmental Quality. The ***Utility Coordinator*** will not resume work until the utility facility owner has determined the corrective action to be taken. The ***Utility Coordinator*** shall be liable for all costs involved in the repair or replacement of the utility facility.

4.2.5.1. Backfill all excavations with appropriate material, compact backfill by mechanical means and restore pavement and surface material. The ***Utility Coordinator*** shall be responsible for the integrity of the backfill and surface restoration for a period of three (3) years.

4.2.5.2 Provide complete restoration of work site and landscape to equal or better condition than before excavation. If a work site and landscape is not appropriately restored, the ***Utility Coordinator*** shall return to correct the condition at no extra charge to the County.

4.2.5.3. Plot utility location position information to scale and provide an updated Utility Layout. This information will be provided in PDF, Microstation or other CADD System format used by the County.

4.3. Ground Penetrating Radar. Subsurface utility investigation using Ground Penetrating Radar (GPR) can be provided in locations where conventional electromagnetic pipe and cable

locators are not successful, dependent on soil conditions. A typical example of this would be when non-conductive utility features require investigation (i.e., PVC water line without trace wires). Soil conditions in Williamson County are not ideal for GPR use, but it has been used successfully in certain areas to assist with utility designating.

4.3.1. GPR services include providing physical designation of horizontal locations of the subject utility line that is then surveyed to project control.

4.3.2. GPR data does not provide vertical locations to the standard required for design purposes.

4.3.3. Post processing of GPR data and submittal of GPR image files are not included in this scope.

5. UTILITY ENGINEERING.

Utility Engineering includes the identification of utility conflicts, coordination and resolution of utility conflicts, preparation of utility layouts and exhibits, review of utility relocation plans and estimates, and assisting in the utility adjustment coordination effort. The ***Utility Coordinator*** shall coordinate all activities with the County and/or Designated Representative to facilitate the orderly progress and timely completion of the utility coordination phase. Coordination of utility engineering activities includes:

5.1. Utility Layout: The ***Utility Coordinator*** shall maintain a utility layout in the latest version of Microstation V8 or AutoCAD. This layout shall include all existing utilities which are to remain in place, be relocated, or be abandoned. This layout will be utilized to confirm and evaluate alternatives. The ***Utility Coordinator's*** Project Manager or registered

Professional Engineer (P.E.) will utilize the layout of existing utilities and determine the following:

5.1.1. Facilities in conflict with the proposed project that are to be relocated.

5.1.2. Facilities to be abandoned in place.

5.1.3. Facilities to remain in service and in place.

5.1.4. As part of the QA/QC process, the ***Utility Coordinator's*** Project Manager or P.E. shall make reasonable effort, per industry standards, for identifying all utilities and conflicts within the project limits. In the event there are any unidentified utilities discovered during the project which will require relocation, the ***Utility Coordinator*** shall notify the County and/or its Designated Representative immediately upon discovery.

5.2. Conflict Assessment. The ***Utility Coordinator*** will utilize the Utility Layout and prepare a Utility Conflict Matrix that summarizes the list of utility conflicts by owner, conflict type and station limits. This conflict assessment will be forwarded to the utility owners within the project limits, along with the Utility Layout, within a two (2) week turnaround from received design milestone submittal. The utility layout and conflict matrix will be sent with written notification to all utility owners and uploaded to ProjectWise.

5.2.1. The ***Utility Coordinator*** will secure the latest version of the Road Bond Program's electronic file release waiver from each utility requesting electronic design files. Upon approval of release form by the County or its Designated Representative, the ***Utility Coordinator*** will provide the requested files to the utility and upload a *.zip file of the submittal to ProjectWise.

5.3. Group & Individual Meetings with Utility Companies, as required, to facilitate utility conflict identification and resolution.
- 5.3.1. Establish contact with existing Utility Companies within and adjacent to the Project and set up utility coordination meetings to discuss concepts and options for construction.
- 5.3.2. Set agenda and sign-in sheet for all coordination meetings.
- 5.3.3. Evaluate alternatives in the adjustment of utilities balancing the needs of both the County and the Utility.
- 5.3.4. Establish and promote the desired agenda and methodologies for utility construction within the project.
  - 5.3.3 Provide meeting minutes within five (5) business days to all attendees.

5.4. Proposed Utility Typical Section. The ***Utility Coordinator*** will prepare a Proposed Utility Typical Section in the latest version of Microstation or AutoCAD, as needed, when cross sections are made available by the design engineer. The Proposed Utility Typical Section will be presented at the 60% Design Milestone Meeting for review and concurrence by utility owners. The section will help identify and establish sequence of construction for all utility relocation work, whether it is included as a part of the Project construction or not. The section will incorporate the following information:
- 5.4.1. Existing and proposed utility alignments in cross-sectional view
- 5.4.2. Existing and proposed roadway features in cross-sectional view
- 5.4.3. Identify which utilities will be built as part of the contract
- 5.4.4. Identify which facilities will be relocated prior to construction

5.5. Review of Utility's Proposed Adjustments
- 5.5.1. Evaluate Alternatives: The ***Utility Coordinator*** will evaluate relocation plans and consider alternatives in the adjustment of utilities that balances the needs of both the County and the Utility.
- 5.5.2. Review Estimates and Schedules: The ***Utility Coordinator*** will review the utility adjustment estimates for reasonableness of cost and the timely scheduling of the adjustment.
- 5.5.3. Review Plans to confirm all conflict locations have been addressed and relocations comply with County Utility Design Criteria Guidelines or governing agency utility criteria, if applicable. The responsibility for quality and accuracy of Utility adjustment plans will remain with the Utility Company.
- 5.5.4. Review Traffic Control Plans. The ***Utility Coordinator*** shall ensure traffic control plans meet with the regulations of the most recent edition of the "Texas Manual on Uniform Traffic Control Devices". The ***Utility Coordinator*** must coordinate approval from the County or its Designated Representative concerning the proposed method of handling traffic prior to allowing commencement of work.

6. UTILITY DESIGN.

The ***Engineer*** will coordinate and develop PS&E for utilities to be included in the construction contract for the County upon written request by the Utility Owner and/or the

County. All joint bid utility plan requests are to be approved by the County or Designated Representative prior to commencing work.

6.1. The ***Engineer*** shall develop PS&E and special details to accommodate or adjust utilities, including but not limited to fiber optic, communications, gas, water or wastewater. Prior to developing any special utility detail or PS&E set, the ***Engineer*** shall notify the County and its Designated Representative in writing regarding each utility conflict that may require an accommodation. As directed by the County or its Designated Representative, the ***Engineer*** shall coordinate with each utility to develop each PS&E package and special details. The ***Engineer*** shall develop each utility detail or PS&E package in compliance with the County or governing agency guidelines.

6.2. The ***Engineer*** shall prepare General Notes and shall provide a list of governing specifications and special provisions. The ***Engineer*** shall prepare each plan sheet, detail sheet, special specification, special provision, and special note required to incorporate the utility designs into the County's plans. If necessary, the ***Engineer*** shall provide any required Utility Certifications. The ***Engineer*** shall prepare a Construction Time Determination schedule for each utility relocation design required to incorporate into the County's construction schedule.

6.3. The ***Engineer*** shall provide quantities for construction bid items, as well as estimate of probable costs, starting at the 60% design submittal.

6.4. The *Engineer* should submit plans at each respective design milestone to the Utility Owner, the ***Utility Coordinator*** and the County or Designated Representative for review. The ***Utility Coordinator*** and the County or Designated Representative shall provide written comments on the plan submittal within five (5) business days from receipt.

6.5. The ***Engineer*** cannot perform utility design if that individual had a role in utility coordination on the project.

7. UTILITY PLANNING AND RESEARCH.

Planning services consist of performing research, identifying potential conflicts and preparing estimates of the costs of utility avoidance, protection, and/or relocation to assist with the development of the County's Road Bond Program. Utility data collection will be based on information provided on proposed projects, from schematic or conceptual-level design drawings to project location with scope of proposed improvements. Research — Utility Data Collection (Planning) services include:

7.1. Initial Project Meeting. The ***Utility Coordinator*** will meet with the County or its Designated Representative to obtain project information and establish communication and documentation requirements.

7.2. Utility Data Collection. The ***Utility Coordinator*** will research records of properties and utilities within the estimated limits of the project area and:

7.2.1. Identify all utility service providers within the project area

7.2.2. Determine the existence and approximate location of utilities and easement.
7.2.3. Perform a visual inspection of the project area on-site and/or using available GIS map, aerial photography, and utility records to identify conflicts.

7.3. Evaluation of Utility Data. The ***Utility Coordinator*** will summarize utility conflicts and relocation responsibilities, cost estimates, and alternatives for the proposed project
7.3.1. Utilities within easement (compensable interest):
7.3.1.1. Present and discuss alternatives with the County and its Designated Representative for redesign options to avoid utility relocations or to minimize utility relocation costs.
7.3.1.2. Provide utility relocation cost estimates for those utilities that will have to be relocated or require additional protection measures to remain in place.
7.3.2. Utilities within existing right-of-way:
7.3.2.1. Present and discuss alternatives with the County and its Designated Representative for utility relocation options, including redesign.
7.3.2.2. Obtain utility service providers' relocation policies and procedures and estimated duration for completing relocation design and construction.

7.4. Summary Report. The ***Utility Coordinator*** will prepare a summary report of all utility documentation and findings obtained and developed and provide copies to the County and its Designated Representative upon completion of the research.

8. FIELD SURVEYING.

The ***Utility Coordinator*** will provide field surveying, at the request of the County or its Designated Representative, to assist in utility coordination during any phase of a County Project — planning, design, and/or construction. The ***Utility Coordinator*** will only provide such services to the County when requested and authorized in writing. Field surveying services include, but are not limited to:

8.1. Metes and Bounds Descriptions. The ***Surveyor*** will prepare metes and bounds descriptions and exhibits for utility easements, as requested and authorized by the County and/or its Designated Representatives.

8.2. Right-of-Way (ROW) Staking. The ***Surveyor*** will provide ROW staking services for Utility Relocations, as requested and authorized by the County and/or its Designated Representatives.

8.3. Utility Relocation Verification. The ***Surveyor*** can provide survey of utility relocations at critical locations, as requested and authorized by the County and/or its Designated Representatives.

9. RIGHT-OF-WAY (ROW) COORDINATION.

The ***Utility Coordinator*** will coordinate with the County or its Designated Representative regarding right-of-way and easement acquisitions for each project assigned. This

coordination will include, but is not limited to:

9.1. Status of utility easement acquisitions

9.2. Clearance of structures for utility relocations as a part of ROW acquisition

9.3. ROW acquisition schedule and priorities for utility relocations

9.4. Preparation of exhibits to assist in ROW or easement acquisition process

9.5. Meetings with the County of its Designated Representative, as needed, to review ROW Acquisition and utility status

9.6. Right-of-way or easement acquisition services, as needed

Cobb, Fendley & Associates, Inc.
Utility Coordination & Engineering
2019 Road Bond Program

Attachment C
Work Schedule

Work Authorization No. 14

ID	Task Name
1	Notice to Proceed
2	**UTILITY PROGRAM MANAGEMENT**
3	ANNUAL UTILITY MEETING
4	UTILITY AGREEMENT FORMS
5	**PROGRAM MANAGEMENT AND COORDINATION**
6	PROJECT QA/QC
7	WEEKLY PROJECT STATUS MEETINGS & REPORTS
8	PROJECT DOCUMENTATION
9	**UTILITY ADJUSTMENT COORDINATION**
10	UTILITY COORDINATION ACTIVITIES & MEETINGS
11	UTILITY AGREEMENT ASSEMBLIES
12	UTILITY TRACKING
13	**SUBSURFACE UTILITY ENGINEERING**
14	QUALITY LEVEL B
15	QUALITY LEVEL A
16	**UTILITY ENGINEERING**
17	UTILITY LAYOUT
18	CONFLICT ASSESSMENT
19	INDIVIDUAL UTILITY MEETINGS
20	**UTILITY PLANNING AND RESEARCH**
21	UTILITY DATA COLLECTION
22	EVALUATION OF UTILITY DATA
23	**RIGHT-OF-WAY COORDINATION**
24	Work Authorization Termination

Williamson County
2019 Road Bond Program
WA 14

Task	Project Summary	Manual Task	Start-only	Deadline
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone

Attachment D

Fee Schedule

Utility Coordination & Engineering Services

Description of Work Task	Senior Project Manager	Senior Engineer	Project Manager	Deputy Project Manager	Project Engineer III	Project Engineer II	Project Engineer I	Graduate Engineer II	Graduate Engineer I	Senior Utility Specialist	Utility Specialist	Jr Utility Specialist	Senior Technician	Technician III	Technician II	Technician I	Right-of-Way Project Manager	Right-of-Way Agent	Registered Professional Land Surveyor	2-Person Field Services Crew	1-Person Field Services Crew	Two-Man Designating Crew (4 hr min)	One-Man Designating Crew (4 hr min)	Vacuum Ex Truck w/ 2 Techs (Vac 3000 & 4000) (4 hr min)	Vacuum Ex Truck w/ 2 Techs (Vac 6000) (4 hr min)	Ground Penetrating Radar w/ 1 Tech (4 hr min)	Administrative	Clerical	Total Hours	Total Cost
	$291.00	$241.00	$210.00	$175.00	$210.00	$185.00	$155.00	$145.00	$130.00	$192.00	$155.00	$130.00	$179.00	$155.00	$142.00	$117.00	$291.00	$173.00	$210.00	$179.00	$148.00	$210.00	$136.00	$365.00	$390.00	$322.00	$130.00	$99.00		
UTILITY PROGRAM MANAGEMENT	10	0	20	10	0	0	0	0	0	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	**50**	$ 10,780.00
PROJECT MANAGEMENT AND COORDINATION	40	0	20	80	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	20	20	**180**	$ 34,420.00
UTILITY ADJUSTMENT COORDINATION	100	0	0	80	0	0	100	40	40	20	100	300	40	0	0	0	0	0	0	0	0	0	0	0	0	0	0	20	**840**	$ 137,080.00
UTILITY ENGINEERING	60	20	0	80	0	0	200	80	40	0	0	0	40	0	80	0	0	0	0	0	0	0	0	0	0	0	0	10	**610**	$ 103,590.00
UTILITY DESIGN	40	80	0	0	80	160	300	200	0	0	0	0	100	0	0	0	0	0	0	0	0	0	0	0	0	0	20	10	**990**	$ 174,310.00
RESEARCH - UTILITY DATA COLLECTION (PLANNING)	0	0	10	20	0	0	0	0	0	0	20	20	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10	**80**	$ 12,290.00
RIGHT-OF-WAY (ROW) COORDINATION	10	0	10	10	0	0	0	0	0	10	0	20	0	0	0	0	10	10	0	0	0	0	0	0	0	0	0	0	**80**	$ 15,920.00
SUBSURFACE UTILITY ENGINEERING (SUE)	0	40	0	0	0	0	0	0	0	0	80	0	0	80	80	40	0	0	20	40	20	80	40	80	0	0	0	10	**610**	$ 117,230.00
Total Hours	**260**	**140**	**60**	**280**	**80**	**160**	**600**	**320**	**80**	**40**	**200**	**340**	**180**	**80**	**160**	**40**	**10**	**10**	**20**	**40**	**20**	**80**	**40**	**80**	**0**	**0**	**40**	**80**	**3,440**	
Cost	$75,660	$33,740	$12,600	$49,000	$16,800	$29,600	$93,000	$46,400	$10,400	$7,680	$31,000	$44,200	$32,220	$12,400	$22,720	$4,680	$2,910	$1,730	$4,200	$7,160	$2,960	$16,800	$5,440	$29,200	$0	$0	$5,200	$7,920		**$ 605,620.00**

Other Direct Expenses

			CobbFendley	
Description	**Unit Cost**	**Units**	**Quantity**	**Total**
In-House Reproduction:				
Copies (up to 11"x17")	$ 0.15	each	100	$15.00
Color Prints (up to 11"x17")	$ 1.50	each	100	$150.00
Color Prints (Larger than 11"x17")	$ 3.00	sq. ft.	100	$300.00
Standard Postage (billed at cost - estimated cost shown)	$ 0.58	each	20	$11.60
Express Mail (billed at cost - estimated cost shown)	$ 28.00	each	5	$140.00
Local Deliveries (billed at cost - estimated cost shown)	$ 35.00	each	5	$175.00
Mileage (billed at IRS approved rate - estimated cost shown)	$ 0.670	mile	5000	$3,350.00
Outside Firm - SUE Support (Surwest, SOFTDIG, Badger Daylighting Corp, Clean Harbors Environmental Services, (Anderson Infrastructure) (billed at cost - estimated cost shown)	$ 2,400.000	day	2	$4,800.00
Outside Firm - Survey Support (Surwest, McGray & McGray Land Surveyors, Landmark Surveying) (billed at cost-estimated cost shown)	$ 2,300.000	day	1	$2,300.00
Outside Firm - Utility Coordination Support (GGE Design & Consulting,LLC) (billed at cost - estimated cost shown)	$ 1,500.000	month	0	$0.00
Outside Firm - Utility Field Verification & Monitoring (Anderson Infrastructure, Lonestar Program Controls Group, Texas Utility Coordinators) (billed at cost-estimated cost shown)	$ 70,000.000	month	6	$420,000.00
Outside Firm - Cathodic Protection (V&A Consulting Engineers, Inc) (billed at cost-estimated cost shown)	$ 5,000.000	month	0	$0.00
Outside Firm - Geotechnical (Balcones Geotechnical) (billed at cost-estimated cost shown)	$ 1,200.000	month	0	$0.00
Outside Firm - Utility Design/Engineering (Aeparmia) (billed at cost-estimated cost shown)	$ 4,000.000	month	0	$0.00
Designation & Traffic Control Vehicle	$ 3.50	mile	100	$350.00
Location Vehicle (Vac Truck)	$ 6.50	mile	100	$650.00
Traffic Control (Lane Closures, etc.) (billed at cost - estimated cost shown)	$ 1,500.00	each	5	$7,500.00
Permits (Local, State, etc.) (billed at cost - estimated cost shown)	$ 500.00	each	2	$1,000.00
				$440,741.60

Work Authorization Total	**$ 1,046,361.60**

WORK AUTHORIZATION NO. 15
PROJECT: Utility Coordination for 2023 Road Bond Program

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated July 16, 2019 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Cobb, Fendley & Associates, Inc. (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is $2,352,353.00.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on October 1, 2024, upon final acceptance and full execution of the parties hereto, and shall terminate on March 30, 2025. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20___.

ENGINEER:	COUNTY:
Cobb, Fendley & Associates, Inc.	Williamson County, Texas
By: Sandra G Khoury	By: _____
	Signature
Sandra G. Khoury, P.E.	_____
Printed Name	Printed Name
Executive Vice President	_____
Title	Title
November 8, 2024	_____
Date	Date

APPROVED
By Christen Eschberger at 8:35 am, Nov 13, 2024

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Rate Schedule

ATTACHMENT A

SERVICES TO BE PROVIDED BY COUNTY

Williamson County and/or its Designated Representative(s) will provide project direction, review and oversight of utility coordination and engineering services for all Road Bond Projects and will provide all project related design files, topographic survey and right-of-way data to assist with coordination efforts.

Williamson County and/or its Designated Representative(s) will negotiate and secure Interlocal Agreements (ILA), when applicable, and provide copies to Utility Coordinator upon execution.

ATTACHMENT B

SERVICES TO BE PROVIDED BY ENGINEER

Scope of Services provided by Cobb, Fendley & Associates, Inc. (the ***Utility Coordinator),*** involves utility coordination and engineering services in Williamson County, Texas, (the County) for the 2019 Road Bond Program as described below:

This scope includes the following major tasks:

1. UTILITY PROGRAM MANAGEMENT
2. PROJECT MANAGEMENT AND COORDINATION
3. UTILITY ADJUSTMENT COORDINATION
4. SUBSURFACE UTILITY ENGINEERING (SUE)
5. UTILITY ENGINEERING
6. UTILITY DESIGN
7. UTILITY PLANNING & RESEARCH
8. FIELD SURVEYING
9. RIGHT-OF-WAY (ROW) COORDINATION

1. UTILITY PROGRAM MANAGEMENT.

1.1. The ***Utility Coordinator,*** in association with the County and its Designated Representatives, will be responsible for the Utility Program Management for all assigned County Projects.

1.2. The ***Utility Coordinator*** will provide Utility Program Management services during any one, or combination, of the following phases of a project: Planning, Design, and/or Construction.

1.3. Annual Utility Meeting. The ***Utility Coordinator,*** in association with the County and its Designated Representative, will conduct an annual Utility Meeting with all Utility Representatives within the County to outline the projects anticipated for design and/or construction during that Fiscal Year, upon request. The ***Utility Coordinator*** will send out a quarterly email update to all Utility Representatives that reflect any changes that have occurred in the project list since the Annual Utility Meeting.

1.4. Utility Agreements. The ***Utility Coordinator,*** in association with the County and its Designated Representatives, will review and update all Utility Agreements of the County's Road Bond Program and associated attachments on an annual basis, or as needed.

2. PROJECT MANAGEMENT AND COORDINATION.

2.1. The ***Utility Coordinator,*** in association with the County and its Designated

Representatives, will be responsible for managing, directing, and/or coordinating all activities associated with utility coordination for all assigned projects.

The ***Utility Coordinator**'s* Project Principal is:
Ms. Sandra G. Khoury, P.E.
Cobb, Fendley & Associates, Inc.
9600 N. Mopac Expressway, Suite 800
Austin, Texas 78759
Telephone: 512-646-4342

The ***Utility Coordinator**'s* Project Manager is:
Mr. Harsha Shetty
Cobb, Fendley & Associates, Inc.
9600 N. Mopac Expressway, Suite 800
Austin, Texas 78759
Telephone: 512-646-4301

The ***Utility Coordinator**'s* Deputy Project Manager is:
Mr. Carlton Wolfe
Cobb, Fendley & Associates, Inc.
9600 N. Mopac Expressway, Suite 800
Austin, Texas 78759
Telephone: 512-646-4318

The ***Utility Coordinator**'s* Deputy Project Manager is:
Ms. Amanda Begg
Cobb, Fendley & Associates, Inc.
4424 W. Sam Houston Parkway N, Suite 600
Austin, Texas 77041
Telephone: 713-462-3242

2.2. Project Quality Assurance / Quality Control (QA/QC). The ***Utility Coordinator*** will provide internal and comprehensive quality assurance/quality control reviews throughout the Project development to appraise design, technical and business performance and provide real-time direction and objective solutions. All reports, agreements, and supporting documents, ("utility coordination work products") submitted to the County shall undergo QC reviews prior to submittal. A project manager/engineer will perform the QA/QC function. All QA/QC support documents will be provided with each submittal and uploaded to design project folder in ProjectWise. A copy of the ***Utility Coordinator***'s QA/QC Manual will be provided to the County and its Designated Representative.

2.3. Utility Status Report. The ***Utility Coordinator*** will create and maintain a utility status report on all assigned projects and submit on a weekly basis. The status report will include, at a minimum:

2.3.1. Project with Limits
2.3.2. Roadway Design Engineer
2.3.3. Roadway Design Status
2.3.4. Roadway Construction Advertisement Date
2.3.5. Utility Owners within Project
2.3.6. Utility Design Status
2.3.7. Utility Agreement or Permit Status
2.3.8. Utility Relocation Status (color coded)
2.3.9 Parcel Status
2.3.10 Williamson County Utility Cost
2.3.11 Utility Billing Status

2.4. Weekly Project Status Meetings. The ***Utility Coordinator*** will participate in weekly project status meetings with the County and its Designated Representatives.

2.5. Project Documentation. The ***Utility Coordinator*** will document all attachments and files sent to utilities and will upload all project related documents including, but not limited to, utility as-builts, utility conflict tracker spreadsheets, utility conflict strip maps at design milestone (i.e., schematic, 30%, 60%, 90%, etc.), utility agreement packages, meeting minutes, phone call records, Utility Certifications, etc. in designated project folders in ProjectWise, or other approved County documentation system.

3. UTILITY ADJUSTMENT COORDINATION

Utility Adjustment Coordination activities include, but are not limited to, meeting and contact with utilities on the project, initial project notifications, providing progress reports, preparation of contact lists, preparation of master utility agreements, assistance with permits, reviewing conflicts between the utilities and the Project, resolutions of utility conflicts, creating a utility tracking report, review of the proposed utility adjustments, and recommending the proposed locations of the utility adjustments. The above list of services is general in nature and should not be considered inclusive to the ***Utility Coordinator****'s* responsibilities, as listed in the following scope.

3.1. ***Utility Coordinator*** shall perform utility coordination and liaison activities with involved utility owners, their consultants, Designated Representative, and the County to achieve timely project notifications, formal coordination meetings, conflict analysis and resolution.

3.2. ***Utility Coordinator*** shall coordinate all activities with the County and/or Designated Representative to facilitate the orderly progress and timely completion of the utility coordination phase. The ***Utility Coordinator*** will be responsible for the following:

3.2.1. Initial Project Meeting Attend an initial meeting with county or designated representative, after on-site inspection (when appropriate), to ensure familiarity with existing conditions, governing utility criteria for the project, project requirements or concerns and/or critical deadlines. The ***Utility Coordinator*** will prepare a written report of the meeting.

3.2.2 Project Notifications: Prepare written notification letters at each design milestone, (i.e., schematic, 30%, 60%, 90%, etc.) with associated project information and files, and send to Utility Representatives.

3.2.3. Group & Individual Meetings with Utility Companies, as required, to facilitate utility conflict identification and resolution.

3.2.3.1. Establish contact with existing Utility Companies within and adjacent to the Project and set up utility coordination meetings to discuss concepts and options for conflict mitigation or relocation construction.

3.2.3.2. Schedule and conduct design milestone utility meetings and include the roadway designer (Kick-Off and 60% Design Milestone group meetings, at a minimum).

3.2.4. External Communications: The ***Utility Coordinator*** will coordinate all activities with the County, Designated Representative, County contracted design firms, County utility providers, or other contractors or representatives, as authorized by the County or Designated Representative. The ***Utility Coordinator*** will also provide copies of reports, correspondence and other documentation of work-related communications between the ***Utility Coordinator***, utility owners and other outside entities when requested by the County.

3.3. The ***Utility Coordinator*** shall determine which utilities will conflict with proposed construction and make the utility company aware of these conflicts based on governing utility criteria established in Initial Project Meeting. The ***Utility Coordinator*** shall assist the utility companies in the preparation of required agreements associated with the funding of adjustments and the occupation of public right of way.

3.4. Utility Agreement Assemblies: A packaged agreement consisting of (if Applicable) a Standard Utility Adjustment Agreement along with the following attachments, Attachment "A" Plans, Specifications, and Estimated Cost, Attachment "B" Utility's Schedule of Work and Estimated Date of Completion, Attachment "C" Eligibility Ratio, Attachment "D" Betterment Calculation and Estimates, Attachment "E" Proof of Property Interest, Quitclaim, Joint-Use Agreement and/or Permit, and Field Notes for quitclaim portion of easement.

3.4.1. The ***Utility Coordinator,*** in coordination with the County and its Designated Representative, shall determine the appropriate forms to be used on each assigned project and which utilities will be installed by "Agreement", by "Permit", or by "ILA". The ***Utility Coordinator*** shall review and process all agreement and permit requests and forward to the County or its Designated Representative or TxDOT if the project is on-system project for final approval.

3.4.2. Utility Agreements: If a utility is located within an easement, the ***Utility Coordinator*** shall determine whether a compensable interest exists and the owner's degree of eligibility. The ***Utility Coordinator*** shall assist the utility company with adjustment plans and cost estimate for these adjustments. The ***Utility Coordinator*** shall review plans to ensure compliance with the County Utility Design Criteria Guidelines or governing agency utility criteria, if applicable, and to ensure that the proposed adjustments will not conflict with roadway construction. The ***Utility Coordinator*** will submit 4 original Standard Utility Agreement packages along

with attachments to the County or its Designated Representative by letter recommending approval.

3.4.3. Non-Reimbursable Utility Adjustments. The ***Utility Coordinator*** will furnish the appropriate Utility Installation Permit form to the utility company and assist them with adjustment plan preparation. The ***Utility Coordinator*** shall review plans to ensure compliance with the County Utility Design Criteria Guidelines or the governing agency utility criteria, if applicable, and to ensure that the proposal will not conflict with roadway construction. The ***Utility Coordinator*** will submit the permit to the County or its Designated Representative by letter recommending approval.

3.4.4. Interlocal Agreements (ILA): If it is determined that the utility will be adjusted as part of the roadway contract, the County or its Designated Representative shall be notified immediately. The ***Utility Coordinator*** shall determine what funding amount is required based upon the applicable betterment or eligibility ratio and

provide that information to the County and its Designated Representative. The County or its designated representative will negotiate and secure the ILA with each respective Utility Owner. A copy of the final ILA will be provided to the ***Utility Coordinator*** upon execution.

3.5. Utility Tracking Reports. The ***Utility Coordinator*** will prepare and maintain a utility tracking report for each assigned project. The tracking report must be in an Excel spreadsheet format and will be updated monthly. The utility tracking report will include the following:

3.5.1. Utility Owner and Contact Information
3.5.2. Meetings and Written Notifications
3.5.3. Agreement Information
3.5.4. Utility Billings

3.6. Utility Billings. The ***Utility Coordinator*** will receive and review all invoices sent by reimbursable utilities for accuracy and compliance with the executed utility agreements and as per Williamson County Vendor Policy. If needed, the ***Utility Coordinator*** will request any missing documentation required to support the invoice from the Utility Owner. After five (5) business days, the ***Utility Coordinator*** will process the invoice with the documentation provided, even as a short pay, until all support documentation is secured. The invoice submittal will include all supporting documentation received to date, recommendation for payment, partial payment form and a payment summary and will be forwarded to the County or its Designated Representative for approval and payment.

3.7. Utility Certification/Special Provisions: The ***Utility Coordinator's*** Project Manager or P.E. shall submit upon request from the County, a Utility Clearance Certification. Utility Clearance Certification will certify that utilities are clear for roadway construction. However, if the utility adjustments are not complete prior to roadway project letting, a letter will be required outlining all outstanding utility conflicts and their effects on roadway construction.

3.8. Utility Relocation Construction: The ***Utility Coordinator*** will provide oversight and observation of utility relocation construction activities, as needed, to confirm relocations are being performed according to plan and schedule. The ***Utility Coordinator*** will monitor relocation activities on a weekly basis and provide progress summary reports to the County and GEC.

4. SUBSURFACE UTILITY ENGINEERING.

Subsurface Utility Engineering services includes utility investigations subsurface and above ground prepared in accordance with AASHTO standards and Utility Quality Levels as defined in the Utilities Section of the Design Criteria Manual.

Based on the review of existing utilities and proposed roadway design, bridge design, drainage design, and other potential conflicts for utilities, the ***Utility Coordinator*** will recommend required test holes after completion of 60% conflict assessment. The ***Utility***

Coordinator will coordinate with the appropriate Utility Owner to utilize internal work forces to perform required test holes for verification of its facilities.

If requested, the ***Utility Coordinator*** will coordinate with the County and/or its Designated Representative to provide the required test holes. A sketch of the area to be included for the proposed test hole locations "Level A" will be provided prior to the start of the work and must be approved by the County and/or its Designated Representative. The County or its Designated Representative will provide comments or approval of test hole plan within five (5) business days.

4.1. Subsurface Utility Designate Service (Quality Level B). Designate means to indicate the horizontal location of underground utilities by the application and interpretation of appropriate non-destructive surface geophysical techniques and reference to established survey control. Designate (Quality Level B) Services are inclusive of Quality Levels C and D. The ***Utility Coordinator*** shall:

4.1.1. As requested by the County, compile "As Built" information from plans, plats and other location data as provided by the utility owners.

4.1.2. Coordinate with utility owner when utility owner's policy is to designate their own facilities at no cost for preliminary survey purposes. The ***Utility Coordinator*** will examine utility owner's work to ensure accuracy and completeness.

4.1.3. Designate, record and mark the horizontal location of the existing utility facilities and their service laterals to existing buildings using non-destructive surface geophysical techniques. No storm sewer facilities are to be designated unless authorized by the County. A non-water base paint, utilizing the APWA color code scheme, must be used on all surface markings of underground utilities.

4.1.4. Correlate utility owner records with designating data and resolve discrepancies using professional judgment. A color-coded composite utility facility plan with utility owner names, quality levels, line sizes and subsurface utility locate (test hole) locations, if applicable will be prepared and delivered to the County or its Designated Representative. It is understood by both the ***Utility Coordinator*** and the County that the line sizes of designated utility facilities detailed on the deliverable are from the best available records and that an actual line size is normally determined from a test hole vacuum excavation. A note must be placed on the designate deliverable only that states "lines sizes are from best available records". All above ground appurtenance locations must be included in the deliverable to the County. This information will be provided in Microstation, Geopak or other applicable County/County's Design Consultant CADD system. The electronic file will be uploaded to Project Wise. A hard copy is required and must be sealed and dated by the ***Utility Coordinator***. When requested by the County or its Designated Representative, the designated utility information must be over laid on the County design plans.

4.1.5. Determine and inform the County of the approximate utility depths at critical locations as determined by the County or its Designated Representative. This depth indication is understood by both the ***Utility Coordinator*** and the County and its Designated Representative to be approximate only.

4.1.6. Clearly identify all utilities that were discovered from quality levels C and D investigation but cannot be depicted in quality level B standards. These utilities must have a unique line style and symbology in the designate (Quality Level B)

deliverable.

4.2. Subsurface Utility Locate (Test Hole) Service (Quality Level A). Locate means to obtain precise horizontal and vertical position, material type, condition, size and other data that may be obtainable about the utility facility and its surrounding environment through exposure by nondestructive excavation techniques that ensures the integrity of the utility facility. All test holes will be tied to project survey control provided by the County or its Designated Representative.

Subsurface Utility Locate (Test Hole) Services (Quality Level A) are inclusive of Quality Levels B, C, and D. The ***Utility Coordinator*** shall:

4.2.1. Review requested test hole locations and advise the County and/or its Designated Representative in the development of an appropriate locate (test hole) work plan relative to the existing utility infrastructure and proposed highway design elements.

4.2.2. Coordinate with utility owner inspectors as may be required by law or utility owner policy

4.2.3. Neatly cut and remove existing pavement material, such that the cut not exceed 1 square foot unless unusual circumstances exist.

4.2.4. Measure and record the following data, as required, on an appropriately formatted test hole data sheet and upload to design project folder in ProjectWise.

4.2.4.1. Elevation of top and/or bottom of utility tied to the datum of the furnished plan.

4.2.4.2 Identify a minimum of two benchmarks utilized. Elevations shall be within an accuracy of 0.05 feet of utilized benchmarks.

4.2.4.3. Elevation of existing grade over utility at test hole location.

4.2.4.4. Horizontal location referenced to project coordinate datum.

4.2.4.5. Outside diameter of pipe or width of duct banks and configuration of non-encased multi-conduit systems.

4.2.4.6. Utility facility material(s).

4.2.4.7. Utility facility condition.

4.2.4.8. Pavement thickness and type.

4.2.4.9. Coating/Wrapping information and condition.

4.2.4.10. Unusual circumstances or field conditions.

4.2.4.11. Excavate test holes in such a manner as to prevent any damage to wrappings, coatings, cathodic protection or other protective coverings and features.

4.2.5. Be responsible for any damage to the utility during the locating process. In the event of damage, the ***Utility Coordinator*** shall stop work, notify the appropriate utility facility owner, the County, Designated Representative and appropriate regulatory agencies. The regulatory agencies include but are not limited to the Texas Railroad Commission and the Texas Commission on Environmental Quality. The ***Utility Coordinator*** will not resume work until the utility facility owner has determined the corrective action to be taken. The ***Utility Coordinator*** shall be liable for all costs involved in the repair or replacement of the utility facility.

4.2.5.1. Backfill all excavations with appropriate material, compact backfill by mechanical means and restore pavement and surface material. The ***Utility Coordinator*** shall be responsible for the integrity of the backfill and surface restoration for a period of three (3) years.

4.2.5.2 Provide complete restoration of work site and landscape to equal or better condition than before excavation. If a work site and landscape is not appropriately restored, the ***Utility Coordinator*** shall return to correct the condition at no extra charge to the County.

4.2.5.3. Plot utility location position information to scale and provide an updated Utility Layout. This information will be provided in PDF, Microstation or other CADD System format used by the County.

4.3. Ground Penetrating Radar. Subsurface utility investigation using Ground Penetrating Radar (GPR) can be provided in locations where conventional electromagnetic pipe and cable locators are not successful, dependent on soil conditions. A typical example of this would be when non-conductive utility features require investigation (i.e., PVC water line without trace wires). Soil conditions in Williamson County are not ideal for GPR use, but it has been used successfully in certain areas to assist with utility designating.

4.3.1. GPR services include providing physical designation of horizontal locations of the subject utility line that is then surveyed to project control.

4.3.2. GPR data does not provide vertical locations to the standard required for design purposes.

4.3.3. Post processing of GPR data and submittal of GPR image files are not included in this scope.

5. UTILITY ENGINEERING.

Utility Engineering includes the identification of utility conflicts, coordination and resolution of utility conflicts, preparation of utility layouts and exhibits, review of utility relocation plans and estimates, and assisting in the utility adjustment coordination effort. The ***Utility Coordinator*** shall coordinate all activities with the County and/or Designated Representative to facilitate the orderly progress and timely completion of the utility coordination phase. Coordination of utility engineering activities includes:

5.1. Utility Layout: The ***Utility Coordinator*** shall maintain a utility layout in the latest version of Microstation V8 or AutoCAD. This layout shall include all existing utilities which are to remain in place, be relocated, or be abandoned. This layout will be utilized to confirm and evaluate alternatives. The ***Utility Coordinator's*** Project Manager or registered

Professional Engineer (P.E.) will utilize the layout of existing utilities and determine the following:

5.1.1. Facilities in conflict with the proposed project that are to be relocated.

5.1.2. Facilities to be abandoned in place.

5.1.3. Facilities to remain in service and in place.

5.1.4. As part of the QA/QC process, the ***Utility Coordinator's*** Project Manager or P.E. shall make reasonable effort, per industry standards, for identifying all utilities and conflicts within the project limits. In the event there are any unidentified utilities discovered

during the project which will require relocation, the ***Utility Coordinator*** shall notify the County and/or its Designated Representative immediately upon discovery.

5.2. Conflict Assessment. The ***Utility Coordinator*** will utilize the Utility Layout and prepare a Utility Conflict Matrix that summarizes the list of utility conflicts by owner, conflict type and station limits. This conflict assessment will be forwarded to the utility owners within the project limits, along with the Utility Layout, within a two (2) week turnaround from received design milestone submittal. The utility layout and conflict matrix will be sent with written notification to all utility owners and uploaded to ProjectWise.

5.2.1. The ***Utility Coordinator*** will secure the latest version of the Road Bond Program's electronic file release waiver from each utility requesting electronic design files. Upon approval of release form by the County or its Designated Representative, the ***Utility Coordinator*** will provide the requested files to the utility and upload a *.zip file of the submittal to ProjectWise.

5.3. Group & Individual Meetings with Utility Companies, as required, to facilitate utility conflict identification and resolution.

5.3.1. Establish contact with existing Utility Companies within and adjacent to the Project and set up utility coordination meetings to discuss concepts and options for construction.

5.3.2. Set agenda and sign-in sheet for all coordination meetings.

5.3.3. Evaluate alternatives in the adjustment of utilities balancing the needs of both the County and the Utility.

5.3.4. Establish and promote the desired agenda and methodologies for utility construction within the project.

5.3.3 Provide meeting minutes within five (5) business days to all attendees.

5.4. Proposed Utility Typical Section. The ***Utility Coordinator*** will prepare a Proposed Utility Typical Section in the latest version of Microstation or AutoCAD, as needed, when cross sections are made available by the design engineer. The Proposed Utility Typical Section will be presented at the 60% Design Milestone Meeting for review and concurrence by utility owners. The section will help identify and establish sequence of construction for all utility relocation work, whether it is included as a part of the Project construction or not. The section will incorporate the following information:

5.4.1. Existing and proposed utility alignments in cross-sectional view

5.4.2. Existing and proposed roadway features in cross-sectional view

5.4.3. Identify which utilities will be built as part of the contract

5.4.4. Identify which facilities will be relocated prior to construction

5.5. Review of Utility's Proposed Adjustments

5.5.1. Evaluate Alternatives: The ***Utility Coordinator*** will evaluate relocation plans and consider alternatives in the adjustment of utilities that balances the needs of both the County and the Utility.

5.5.2. Review Estimates and Schedules: The ***Utility Coordinator*** will review the utility adjustment estimates for reasonableness of cost and the timely scheduling of the adjustment.

5.5.3. Review Plans to confirm all conflict locations have been addressed and relocations comply with County Utility Design Criteria Guidelines or governing agency utility criteria, if applicable. The responsibility for quality and accuracy of Utility adjustment plans will remain with the Utility Company.

5.5.4. Review Traffic Control Plans. The ***Utility Coordinator*** shall ensure traffic control plans meet with the regulations of the most recent edition of the "Texas Manual on Uniform Traffic Control Devices". The ***Utility Coordinator*** must coordinate approval from the County or its Designated Representative concerning the proposed method of handling traffic prior to allowing commencement of work.

6. UTILITY DESIGN.

The ***Engineer*** will coordinate and develop PS&E for utilities to be included in the construction contract for the County upon written request by the Utility Owner and/or the County. All joint bid utility plan requests are to be approved by the County or Designated Representative prior to commencing work.

6.1. The ***Engineer*** shall develop PS&E and special details to accommodate or adjust utilities, including but not limited to fiber optic, communications, gas, water or wastewater. Prior to developing any special utility detail or PS&E set, the ***Engineer*** shall notify the County and its Designated Representative in writing regarding each utility conflict that may require an accommodation. As directed by the County or its Designated Representative, the ***Engineer*** shall coordinate with each utility to develop each PS&E package and special details. The ***Engineer*** shall develop each utility detail or PS&E package in compliance with the County or governing agency guidelines.

6.2. The ***Engineer*** shall prepare General Notes and shall provide a list of governing specifications and special provisions. The ***Engineer*** shall prepare each plan sheet, detail sheet, special specification, special provision, and special note required to incorporate the utility designs into the County's plans. If necessary, the ***Engineer*** shall provide any required Utility Certifications. The ***Engineer*** shall prepare a Construction Time Determination schedule for each utility relocation design required to incorporate into the County's construction schedule.

6.3. The ***Engineer*** shall provide quantities for construction bid items, as well as estimate of probable costs, starting at the 60% design submittal.

6.4. The *Engineer* should submit plans at each respective design milestone to the Utility Owner, the ***Utility Coordinator*** and the County or Designated Representative for review. The ***Utility Coordinator*** and the County or Designated Representative shall provide written comments on the plan submittal within five (5) business days from receipt.

6.5. The ***Engineer*** cannot perform utility design if that individual had a role in utility coordination on the project.

7. UTILITY PLANNING AND RESEARCH.

Planning services consist of performing research, identifying potential conflicts and preparing estimates of the costs of utility avoidance, protection, and/or relocation to assist with the development of the County's Road Bond Program. Utility data collection will be based on information provided on proposed projects, from schematic or conceptual-level design drawings to project location with scope of proposed improvements. Research — Utility Data Collection (Planning) services include:

7.1. Initial Project Meeting. The ***Utility Coordinator*** will meet with the County or its Designated Representative to obtain project information and establish communication and documentation requirements.

7.2. Utility Data Collection. The ***Utility Coordinator*** will research records of properties and utilities within the estimated limits of the project area and:
- 7.2.1. Identify all utility service providers within the project area
- 7.2.2. Determine the existence and approximate location of utilities and easement.
- 7.2.3. Perform a visual inspection of the project area on-site and/or using available GIS map, aerial photography, and utility records to identify conflicts.

7.3. Evaluation of Utility Data. The ***Utility Coordinator*** will summarize utility conflicts and relocation responsibilities, cost estimates, and alternatives for the proposed project
- 7.3.1. Utilities within easement (compensable interest):
  - 7.3.1.1. Present and discuss alternatives with the County and its Designated Representative for redesign options to avoid utility relocations or to minimize utility relocation costs.
  - 7.3.1.2. Provide utility relocation cost estimates for those utilities that will have to be relocated or require additional protection measures to remain in place.
- 7.3.2. Utilities within existing right-of-way:
  - 7.3.2.1. Present and discuss alternatives with the County and its Designated Representative for utility relocation options, including redesign.
  - 7.3.2.2. Obtain utility service providers' relocation policies and procedures and estimated duration for completing relocation design and construction.

7.4. Summary Report. The ***Utility Coordinator*** will prepare a summary report of all utility documentation and findings obtained and developed and provide copies to the County and its Designated Representative upon completion of the research.

8. FIELD SURVEYING.

The ***Utility Coordinator*** will provide field surveying, at the request of the County or its Designated Representative, to assist in utility coordination during any phase of a County Project — planning, design, and/or construction. The ***Utility Coordinator*** will only provide such services to the County when requested and authorized in writing. Field surveying services include, but are not limited to:

8.1. Metes and Bounds Descriptions. The ***Surveyor*** will prepare metes and bounds descriptions

and exhibits for utility easements, as requested and authorized by the County and/or its Designated Representatives.

8.2. Right-of-Way (ROW) Staking. The ***Surveyor*** will provide ROW staking services for Utility Relocations, as requested and authorized by the County and/or its Designated Representatives.

8.3. Utility Relocation Verification. The ***Surveyor*** can provide survey of utility relocations at critical locations, as requested and authorized by the County and/or its Designated Representatives.

9. RIGHT-OF-WAY (ROW) COORDINATION.

The ***Utility Coordinator*** will coordinate with the County or its Designated Representative regarding right-of-way and easement acquisitions for each project assigned. This coordination will include, but is not limited to:

9.1. Status of utility easement acquisitions

9.2. Clearance of structures for utility relocations as a part of ROW acquisition

9.3. ROW acquisition schedule and priorities for utility relocations

9.4. Preparation of exhibits to assist in ROW or easement acquisition process

9.5. Meetings with the County of its Designated Representative, as needed, to review ROW Acquisition and utility status

9.6. Right-of-way or easement acquisition services, as needed

ID	Task Name
1	Notice to Proceed
2	**UTILITY PROGRAM MANAGEMENT**
3	ANNUAL UTILITY MEETING
4	UTILITY AGREEMENT FORMS
5	**PROGRAM MANAGEMENT AND COORDINATION**
6	PROJECT QA/QC
7	WEEKLY PROJECT STATUS MEETINGS & REPORTS
8	PROJECT DOCUMENTATION
9	**UTILITY ADJUSTMENT COORDINATION**
10	UTILITY COORDINATION ACTIVITIES & MEETINGS
11	UTILITY AGREEMENT ASSEMBLIES
12	UTILITY TRACKING
13	**SUBSURFACE UTILITY ENGINEERING**
14	QUALITY LEVEL B
15	QUALITY LEVEL A
16	**UTILITY ENGINEERING**
17	UTILITY LAYOUT
18	CONFLICT ASSESSMENT
19	INDIVIDUAL UTILITY MEETINGS
20	**UTILITY PLANNING AND RESEARCH**
21	UTILITY DATA COLLECTION
22	EVALUATION OF UTILITY DATA
23	**RIGHT-OF-WAY COORDINATION**
24	Work Authorization Termination

Williamson County
2023 Road Bond Program
WA 15

Task	Project Summary	Manual Task	Start-only	Deadline
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone

Attachment D

Fee Schedule

Utility Coordination & Engineering Services

Description of Work Task	Senior Project Manager	Project Manager	Deputy Project Manager	Senior Engineer	Project Engineer III	Project Engineer II	Project Engineer I	Graduate Engineer II	Graduate Engineer I	Senior Utility Specialist	Utility Specialist	Jr Utility Specialist	Senior Technician	Technician III	Technician II	Technician I	Right-of-Way Project Manager	Right-of-Way Agent	Registered Professional Land Surveyor	2-Person Field Services Crew	1-Person Field Services Crew	Two-Man Designating Crew (4 hr min)	One-Man Designating Crew (4 hr min)	Vacuum Ex Truck w/ 2 Techs (Vac 3000 & 4000) (4 hr min)	Vacuum Ex Truck w/ 2 Techs (Vac 6000) (4 hr min)	Ground Penetrating Radar w/ 1 Tech (4 hr min)	Administrative	Clerical	Total Hours	Total Cost
	$291.00	$210.00	$175.00	$241.00	$210.00	$185.00	$155.00	$145.00	$130.00	$192.00	$155.00	$130.00	$179.00	$155.00	$142.00	$117.00	$291.00	$173.00	$210.00	$179.00	$148.00	$210.00	$136.00	$365.00	$390.00	$322.00	$130.00	$99.00		
UTILITY PROGRAM MANAGEMENT	20	40	80	0	0	0	0	0	0	40	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10	**190**	$ 36,890.00
PROJECT MANAGEMENT AND COORDINATION	20	300	500	0	100	0	0	0	0	60	0	0	100	0	0	0	0	0	0	0	0	0	0	0	0	0	20	20	**1,120**	$ 211,320.00
UTILITY ADJUSTMENT COORDINATION	0	100	400	0	40	40	40	100	100	40	80	2,000	80	140	260	0	0	0	0	0	0	0	0	0	0	0	0	60	**3,480**	$ 499,460.00
UTILITY ENGINEERING	0	100	400	60	60	60	80	1,800	500	0	0	200	100	200	300	400	0	0	0	0	0	0	0	0	0	0	0	0	**4,260**	$ 631,860.00
UTILITY DESIGN	60	0	0	100	100	300	380	500	240	0	0	0	180	0	200	0	0	0	0	0	0	0	0	0	0	0	40	20	**2,120**	$ 348,460.00
RESEARCH - UTILITY DATA COLLECTION (PLANNING)	10	0	160	0	0	0	0	0	0	40	0	100	80	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	**390**	$ 65,910.00
RIGHT-OF-WAY (ROW) COORDINATION	0	40	80	0	0	0	0	0	0	0	0	100	0	0	0	0	20	40	0	0	0	0	0	0	0	0	0	0	**280**	$ 48,140.00
SUBSURFACE UTILITY ENGINEERING (SUE)	10	20	80	80	0	0	0	0	0	0	100	0	200	100	120	300	0	0	60	100	100	200	100	160	10	20	0	10	**1,770**	$ 329,960.00
Total Hours	**120**	**600**	**1,700**	**240**	**300**	**400**	**500**	**2,400**	**840**	**180**	**180**	**2,400**	**740**	**440**	**880**	**700**	**20**	**40**	**60**	**100**	**100**	**200**	**100**	**160**	**10**	**20**	**60**	**120**	**13,610**	
Cost	$34,920	$126,000	$297,500	$57,840	$63,000	$74,000	$77,500	$348,000	$109,200	$34,560	$27,900	$312,000	$132,460	$68,200	$124,960	$81,900	$5,820	$6,920	$12,600	$17,900	$14,800	$42,000	$13,600	$58,400	$3,900	$6,440	$7,800	$11,880		**$ 2,172,000.00**

Other Direct Expenses

			CobbFendley	
Description	**Unit Cost**	**Units**	**Quantity**	**Total**
In-House Reproduction:				
Copies (up to 11"x17")	$ 0.15	each	200	$30.00
Color Prints (up to 11"x17")	$ 1.50	each	200	$300.00
Color Prints (Larger than 11"x17")	$ 3.00	sq. ft.	200	$600.00
Standard Postage (billed at cost - estimated cost shown)	$ 0.58	each	100	$58.00
Express Mail (billed at cost - estimated cost shown)	$ 28.00	each	5	$140.00
Local Deliveries (billed at cost - estimated cost shown)	$ 35.00	each	5	$175.00
Mileage (billed at IRS approved rate - estimated cost shown)	$ 0.670	mile	15000	$10,050.00
Outside Firm - SUE Support (Surwest, SOFTDIG, Badger Daylighting Corp, Clean Harbors Environmental Services) (billed at cost - estimated cost shown)	$ 2,500.000	day	25	$62,500.00
Outside Firm - Survey Support (Surwest, McGray & McGray Land Surveyors, Landmark Surveying) (billed at cost-estimated cost shown)	$ 2,300.000	day	10	$23,000.00
Outside Firm - Utility Coordination Support (GGE Design & Consulting,LLC) (billed at cost - estimated cost shown)	$ 2,000.000	month	2	$4,000.00
Outside Firm - Utility Field Verification & Monitoring (Anderson Infrastructure, Lonestar Program Controls Group, Texas Utility Coordinators) (billed at cost-estimated cost shown)	$ 14,500.000	month	4	$58,000.00
Outside Firm - Utility Design/Engineering (Aeparmia) (billed at cost-estimated cost shown)	$ 5,000.000	month	0	$0.00
Designation & Traffic Control Vehicle	$ 3.50	mile	400	$1,400.00
Location Vehicle (Vac Truck)	$ 6.50	mile	400	$2,600.00
Traffic Control (Lane Closures, etc.) (billed at cost - estimated cost shown)	$ 1,500.00	each	10	$15,000.00
Permits (Local, State, etc.) (billed at cost - estimated cost shown)	$ 500.00	each	5	$2,500.00
				$180,353.00

Work Authorization Total	**$ 2,352,353.00**

WORK AUTHORIZATION

WORK AUTHORIZATION NO. 16
PROJECT: 501P Wilco Building Fire Line
Liberty Hill Bypass Project

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated July 16, 2019 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Cobb, Fendley & Associates, Inc. (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is $106,077.52.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on October 1, 2024 and shall terminate on July 15, 2025. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

Continued next page

EXECUTED this _____.

ENGINEER:	COUNTY:
Cc	Williamson County, Texas
By Sandra G Khoury	By:_____
	Signature
_Sandra G. Khoury, P.E._____	_____
Printed Name	Printed Name
_November 8, 2024_____	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

APPROVED
By Christen Eschberger at 8:36 am, Nov 13, 2024

ATTACHMENT A

SERVICES TO BE PROVIDED BY COUNTY

Williamson County and/or its Designated Representative(s) will provide project direction, review and oversight of utility coordination, engineering and design services for all Road Bond Projects and will provide all project related design files, topographic survey and right-of-way data to assist with coordination efforts.

Williamson County and/or its Designated Representative(s) will negotiate and secure Interlocal Agreements (ILA), when applicable, and provide copies to Utility Coordinator upon execution.

Williamson County and/or its Designated Representative(s) will provide written comments on the plan submittals within five (5) business days from receipt.

ATTACHMENT B

SERVICES TO BE PROVIDED BY ENGINEER

Scope of Services provided by Cobb, Fendley & Associates, Inc. (the ***Utility Coordinator)***, involves utility coordination, engineering and design services in Williamson County, Texas, (the County) as described below:

This scope includes the following major tasks:

501P Wilco Building Fire Line - Liberty Hill Bypass Project

1. UTILITY DESIGN.

The ***Engineer*** will coordinate and develop PS&E for utilities to be included in the construction contract for the County upon written request by the Utility Owner and/or the County. All joint bid utility plan requests are to be approved by the County or Designated Representative prior to commencing work.

The ***Engineer*** will provide design, bid, and construction phase services for the installation of approximately 1,200 linear feet of 6" water pipe, 200 linear feet of 16" steel encasement installed via open trench and jack/bore, required appurtenances, and connections to the existing 24" water line associated with the construction of Liberty Hill Bypass in Williamson County. This scope assumes that the water plans will be included as a Change Order to the roadway and drainage plans and constructed by the roadway and drainage Contractor. Below is a detailed scope of services.

1.1. Design Phase

During the Design Phase, The ***Engineer*** will prepare plans and compile specifications for the construction of the proposed water utility. Below is a detailed scope of services. If utilities in addition to the ones labeled on the attached conflict exhibit are identified, an additional services proposal will be prepared to perform the necessary utility design work. This proposal assumes that The ***Engineer*** will prepare erosion controls for the proposed fire line. The design phase assumes a 75% design workshop meeting, followed by a 100% submittal to City of Liberty Hill.

A. Data Development.
   1. Gather and analyze data. Obtain plans and electronic files for roadway and topographical information. This scope assumes that survey information for relocations located within the ROW will be provided by the roadway engineer and that it will include data adequate to design the relocations within the ROW. This scope assumes that no additional survey will be necessary.

B. Plans.

The ***Engineer*** will prepare design plans at 75% and 100% completion. 75% plans will be discussed at a design workshop meeting with the City of Liberty Hill. 100% plans will be officially submitted to City of Liberty Hill for review. We anticipate the following sheets to be included in our design set.

1. Cover sheet. (1 Sheet)
2. General Notes. Assemble a set of general notes using City of Round Rock and TCEQ standards. (2 Sheets)
3. Quantity Sheet (1 Sheets). Prepare a summary of quantities sheet. Full quantities will be included in the 75% plans and 100% submittal.
4. Overall Water Keymap (1 Sheet). Prepare an overall water reference sheet to scale.
5. Erosion and Sedimentation Control Sheets (2 sheets). Prepare 11"x17" erosion and sedimentation control plan sheets for work outside of roadway project limits at 75% plans and 100% submittal. Assumes 2 sheets.
6. Water Plan and Profile Sheets (3 Sheets). Prepare plan and profile sheets at 75% plans and 100% submittal for the proposed water line at a scale of 1" = 40' on 11"x17" plan sheets, with a true half size. Assumes 3 sheets. This scope assumes fire hydrant plan and profile sheets will not be required.
7. Water Detail Sheets (2 sheets). Prepare detail sheets showing standard construction details and special, project-specific details. Assumes 2 sheets.
8. Other Detail Sheets (2 sheets). Assumes 2 sheets.
9. Restrained Joint Lengths (1 Sheet). Perform restrained joint calculations and include a table of required lengths calculated in the plans at the 100% submittal. Assumes 1 sheet.

Note: This scope assumes that environmental clearance required for new easements, if applicable, will be handled by others. This scope assumes that additional survey needed for relocations outside of the right-of-way will be coordinated with and performed by others. This scope assumes that easement investigation and acquisition will be handled by others.

C. Specifications.

The ***Engineer*** will assemble standard technical specifications to be included as a Change Order to the roadway and drainage contract documents. A list of specifications relevant to the project will be provided with the 75% plan to the City of Liberty Hill. A full set of utility specifications required will be provided with the 100% submittals for the proposed water line. City of Round Rock and City of Austin standard technical specifications will be used for this project. This scope assumes that front end/contract documents will be prepared by others.

D. Quantity Take-Off.

The ***Engineer*** will perform a quantity take off and prepare a bid form. A quantity take-off will be performed at the 75% plans and 100% submittal. Bid items to be included in the bid form will be prepared by the roadway and drainage consultant.

E. Cost Estimate.
The ***Engineer*** will prepare an opinion of probable construction cost for the 75% plans and 100% submittal.

F. QA/QC.
The ***Engineer*** will perform internal quality control reviews on the plans, specifications, and construction cost estimates prior to each submittal to City of Liberty Hill.

G. 75% Design Workshop Meeting.
The ***Engineer*** will prepare 75% designs and plans to present to the City of Liberty Hill in a design workshop meeting. Discussions from this meeting will be incorporated into the subsequent 100% submittal.

H. Submittal packages (1).
The ***Engineer*** will assemble plans and specifications and submit to City of Liberty Hill for review. This scope assumes there will be a 100% Final Bid Set submittal. The ***Engineer*** will electronically provide 11”x17” size plans and specifications, as noted above, for each submittal.

I. Respond to comments.
The ***Engineer*** will review comments provided by the City of Liberty Hill and prepare a written response to the comments for inclusion with the subsequent submittal.

J. Review meetings (1).
This includes one (1) submittal to City of Liberty Hill for their review and approval. If the correspondence, meetings, and revisions required by the City exceeds the number of meetings listed in this scope of services, then additional services will be required.

K. Approvals.
Coordinate with City of Liberty Hill to obtain required approvals for construction. This scope assumes that permits will be obtained by others.

L. Project Management/Coordination.
This proposal assumes a four (4) month design schedule. This task assumes there may be regular coordination meetings with others, regular correspondence regarding design and overall schedule, and other miscellaneous coordination efforts.

1.2. Bid Phase

This proposal assumes that bidding for the overall project has concluded, and the water line design to which this proposal pertains is as part of a change order to the overall project.

The following items are not included in bid phase services:

A. Attend pre-bid conference. Meeting agenda and minutes prepared by others.
B. Respond to contractor's questions during bidding process.
C. Prepare addenda to address contractor questions.
D. Review bid tabs.
E. Review contractor recommendation.

1.3. Construction Phase

The ***Engineer*** will provide limited construction administration and observation assistance to the project and City of Liberty Hill. This scope does not include inspection services. This scope assumes construction duration of four (4) months. All scopes of services in this scope are related to water and wastewater utility relocations only. Below is a detailed scope of services for construction phase:

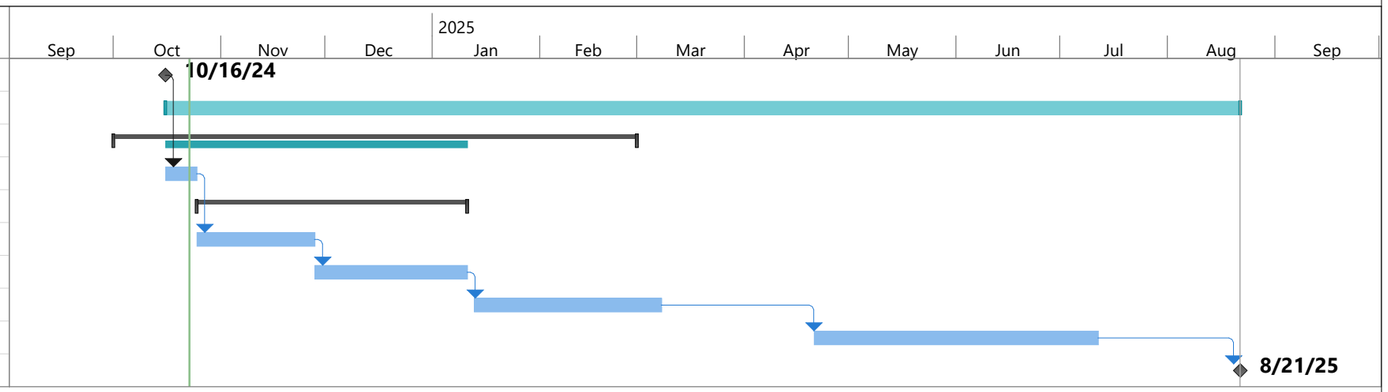
A. Attend preconstruction meeting.
B. Attend four (4) meetings when utility adjustments are in process.
C. Attend periodic site visits. Assume two (2) site visits (not coincident with progress meetings). If additional visits are required, then this will result in additional services.
D. Review project submittals/shop drawings. The ***Engineer*** will review each submittal up to two (2) times. If the Contractor requires a third submittal, it will be reviewed as an additional service and at the Contractor's expense, as will be written in the contract documents. This scope assumes 15 submittals.
E. Respond to Requests for Information (RFI). The ***Engineer*** will coordinate with City of Liberty Hill and the Contractor on RFIs and respond with clarifications as needed. This scope assumes two (2) RFIs.
F. Change Orders. The ***Engineer*** will assist in negotiation and preparation of change order documents, should they be necessary. This scope assumes one (1) change order.
G. Project Close Out. The ***Engineer*** will assist with closing out the contract, reviewing final pay application and affidavits, and preparing a Concurrence Letter.
H. Record Drawings. The ***Engineer*** will prepare a set of record drawings based on Contractor's redlines in the field. Record drawings will be provided to the City electronically.
I. Project Management. This proposal assumes a four (4) month construction schedule for water items. This task assumes there may be regular coordination

meetings with others, regular correspondence regarding construction schedule, and other miscellaneous coordination efforts.

The following items are not included in construction phase services:

A. Review of pay estimates.
B. This Construction Phase Services assumes that one project inspector amongst the stakeholders will be assigned and there will not be coordination amongst the various stakeholders during construction.
C. Final Walk Through and Punch List.

ID	Task Name	Start	Finish
1	CONTRACT EFFECTIVE START DATE	Wed 10/16/24	Wed 10/16/24
2	PROJECT MANAGEMENT/COORDINATION	Wed 10/16/24	Thu 8/21/25
3	**DESIGN PHASE**	**Tue 10/1/24**	**Fri 2/28/25**
4	DATA DEVELOPMENT	Wed 10/16/24	Thu 10/24/24
5	**PS&E DEVELOPMENT**	**Fri 10/25/24**	**Fri 1/10/25**
6	75%	Fri 10/25/24	Wed 11/27/24
7	100%	Thu 11/28/24	Fri 1/10/25
8	BID PHASE	Mon 1/13/25	Fri 3/7/25
9	CONSTRUCTION PHASE	Mon 4/21/25	Fri 7/11/25
10	Work Authorization Termination	Thu 8/21/25	Thu 8/21/25



Williamson County
501.P_Liberty Hill Bypass Firelin
WA 16

Task	Project Summary	Manual Task	Start-only	Deadline
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone	

Williamson County
501P Wilco Building Fire Line_Liberty Hill Bypass Project
Attachment D - Fee Schedule

Description of Work Task	Senior Project Manager	Senior Engineer	Project Engineer III	Project Engineer II	Project Engineer I	Senior Utility Specialist	Utility Specialist	Senior Technician	Technician III	Administrative	Total Hours	Total Cost
	$291.00	$241.00	$210.00	$185.00	$155.00	$192.00	$155.00	$179.00	$155.00	$130.00		
Design Phase												$ 63,710.00
Data Development												
Gather and analyze data.			4		8			12			**24**	$ 4,228.00
Plans											**0**	$ -
Cover (1 sheet)			2		2						**4**	$ 730.00
General Notes (2 sheets)					2						**2**	$ 310.00
Summary of Quantities (1 sheets)			6		8						**14**	$ 2,500.00
Overall Water Keymap (1 sheet)		1			4						**5**	$ 861.00
Erosion and Sedimentation Controls (2 sheets)	1	2	8		16						**27**	$ 4,933.00
Water Plan and Profile (3 sheets)	2		24		48			48			**122**	$ 21,654.00
Water Detail Sheets (2 sheets)			1		3						**4**	$ 675.00
Other Detail Sheets (2 sheets)			1		2						**3**	$ 520.00
Restrained Joint Lengths (1 Sheet)			4		10						**14**	$ 2,390.00
Specifications			8		8						**16**	$ 2,920.00
Quantity Take-Off/Bid Form			8		8						**16**	$ 2,920.00
Cost Estimate			4		8						**12**	$ 2,080.00
QA/QC		2									**2**	$ 482.00
Design Workshop Meeting	2	14	2		2						**20**	$ 4,686.00
Submittal Packages (2)			6		4						**10**	$ 1,880.00
Respond to Comments (1)	1		3		3						**7**	$ 1,386.00
Review Meetings (1)	1		3		3						**7**	$ 1,386.00
Approvals			3		3						**6**	$ 1,095.00
Project Management/Coordination	4		16				10				**30**	$ 6,074.00
Construction Phase	9											**$ 42,062.00**
Attend preconstruction meeting			0		0						**0**	$ -
Attend progress meetings (4)			8		24						**32**	$ 5,400.00
Attend site visits (2)			8		24						**32**	$ 5,400.00
Review submittals (15)			15		30		8				**53**	$ 9,040.00
Respond to RFIs (2)		2	4		12			6			**24**	$ 4,256.00
Change orders (1)	2	3	6		12		2	8			**33**	$ 6,167.00
Project close-out			6		12						**18**	$ 3,120.00
Record drawings	5		5		10			8			**28**	$ 5,487.00
Project Management/Coordination	2		8				6				**16**	$ 3,192.00
Total Hours	**20**	**24**	**163**	**0**	**266**	**0**	**26**	**82**	**0**	**0**	**581**	
Cost	$5,820	$5,784	$34,230	$0	$41,230	$0	$4,030	$14,678	$0	$0		**$ 105,772.00**

Other Direct Expenses			CobbFendley	
Description	**Unit Cost**	**Units**	**Quantity**	**Total**
Mileage (billed at IRS approved rate - estimated cost shown)	$ 0.670	mile	456	$305.52
				$305.52

Work Authorization Total **$ 106,077.52**

Commissioners Court - Regular Session **79.**

Meeting Date: 11/19/2024

Corridor J Purchase Contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action authorizing the county Judge to execute a purchase contract with William Eugene Swanks, Sr. and Amy M. Swanks to purchase the 0.80 AC required for the Corridor J project. Funding Source: LRTP P457

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/14/2024 12:14 PM
Form Started By: Charlie Crossfield		Started On: 11/13/2024 04:07 PM
Final Approval Date: 11/14/2024		

REAL ESTATE CONTRACT

Corridor J Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by **WILLIAM EUGENE SWANKS, SR. and AMY M. SWANKS** (referred to in this Contract as "Seller") and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> All of that certain approximately 0.80-acre tract of land, more or less pending final survey as set out below, and situated in the George Patillo Survey, Abstract No. 505, Williamson County, Texas, the location of which is generally shown on Exhibit "A" attached hereto;

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property shown in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

SURVEY: Upon full execution of this Contract, and prior to completion of Closing, Purchaser shall at its sole expense cause a metes and bounds survey of the Property to be completed, which survey shall be attached to the Deed for recording in the Official Records of Williamson County at Closing. By execution of this Contract, Seller agrees to allow Purchaser and any survey consultant to temporarily access the Property and larger parent tract of Seller for the limited area and time reasonably required to carry out the obligations of this paragraph.

ARTICLE II
PURCHASE PRICE AND ADDITIONAL COMPENSATION

Purchase Price

2.01. The Purchase Price for the Property interests described in Exhibit "A", any improvements thereon, and any damage to or cost of cure for the remaining property of Seller shall be the sum of FIFTY-ONE THOUSAND TWO HUNDRED TWENTY-SEVEN and 00/100 Dollars ($51,227.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other good funds at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser.

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company on or before January 15, 2025, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of the final survey requirement and/or any title curative matters if necessary for items as shown on the Title Commitment or in the Contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable.

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as set out in Exhibit "B" attached hereto.

(3) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser or title Grantee's favor in the full amount of the purchase price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted.

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each party respectively as incurred.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default and as otherwise stated herein, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09. In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10. This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11. This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Purchase of Future Right of Way

8.12. Purchaser acknowledges that it is an entity which possesses the power of condemnation, and that the Property has been identified for the proposed future Corridor J right of way on the current Williamson County Long Range Transportation Plan and the current Williamson County Transportation Plan.

[signature pages follow]

SELLER:

William Eugene Swanks, Sr.
William Eugene Swanks, Sr.

Address: 101 Private Road 954
Florence, Texas 76527

11/10/24
Date:_____

Amy M. Swanks
_____
Amy M. Swanks

11/10/24
Date:_____

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

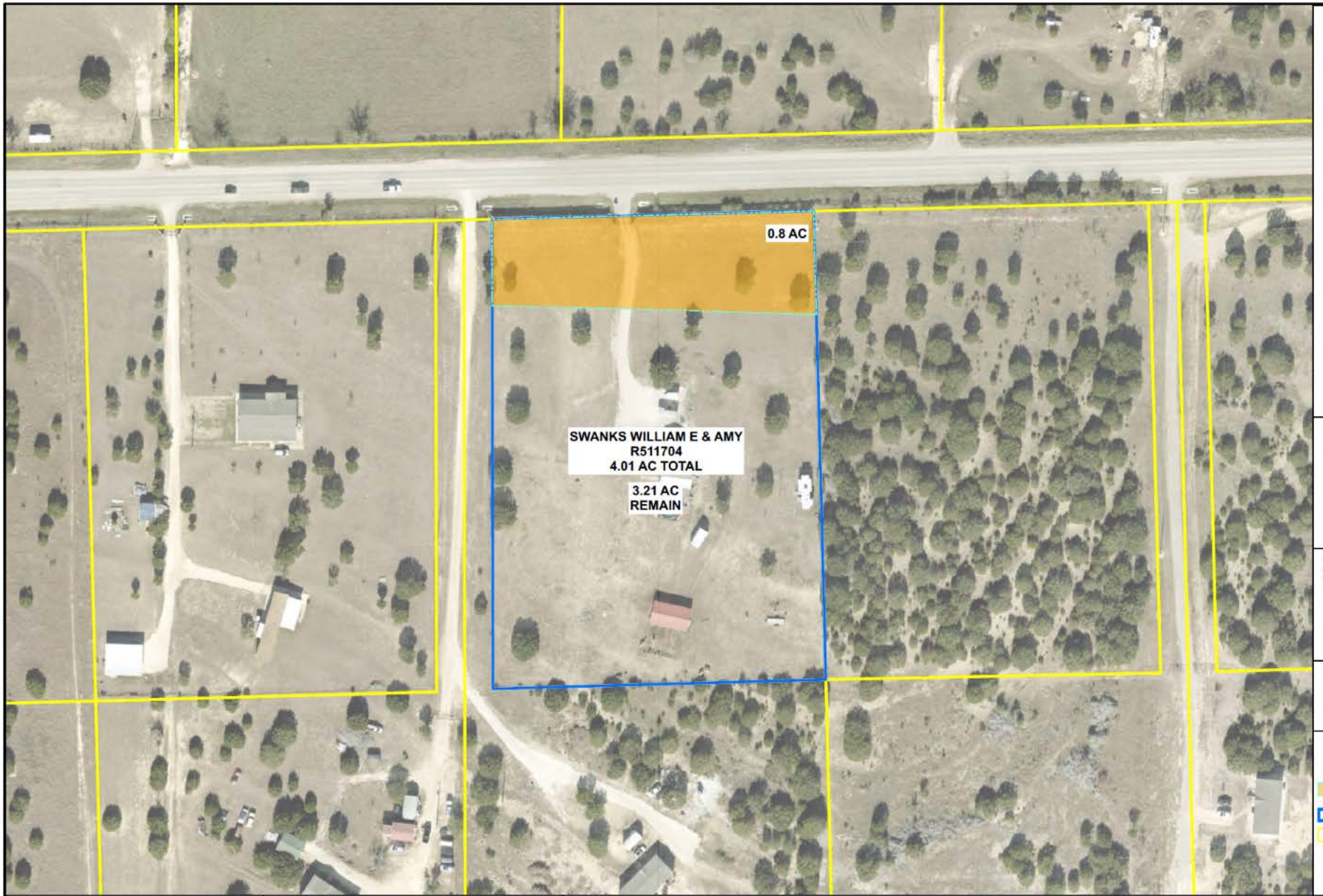


EXHIBIT "A"

N

WILCO TEXAS

(c) 2023 Williamson County, Texas
All rights reserved.

halff
13620 BRIARWICK DR.
BLDG. C
AUSTIN, TX 78729-1102
TEL (512) 777-4600
FAX (512) 252-8141
TBPELS #F-312

0 50 100 Feet

SCALE: 1"=100'

LEGEND

- CONCEPTUAL R.O.W. LIMITS
- SUBJECT PARCEL
- PROPERTY LINE

NOTES
1. ACREAGE SHOWN IS BASED ON WILLIAMSON COUNTY APPRAISAL DISTRICT RECORDS AND GIS DATA. ACTUAL NUMBERS WOULD REQUIRE FIELD SURVEY AND VERIFICATION.
2. PARCEL DATA OBTAINED ON MARCH 21, 2023.

PRELIMINARY
SUBJECT TO CHANGE

CORRIDOR J3 PLANNING & PRESERVATION STUDY

R511704

WILLIAMSON COUNTY, TX

HALFF ASSOCIATES, INC.
FOR INTERIM REVIEW ONLY
THESE DOCUMENTS ARE FOR INTERIM REVIEWING AND NOT INTENDED FOR REGULATORY APPROVAL, PERMIT, BIDDING OR CONSTRUCTION PURPOSES. THEY WERE PREPARED BY OR UNDER THE SUPERVISION OF:
NAME
DATE

EXHIBIT "B"

DEED
Corridor J3 Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **WILLIAM EUGENE SWANKS, SR. and AMY M. SWANKS** hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> All of that certain 0.80-acre tract of land situated in the George Patillo Survey, Abstract No. 505, Williamson County, Texas; said Property more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein.

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property described in said Exhibit "A" to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record.

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of the Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of the proposed roadway facility project and related appurtenances.

TO HAVE AND TO HOLD the Property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2024.

[signature page follows]

GRANTOR:

_____
William Eugene Swanks, Sr.

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2024 by William Eugene Swanks, Sr., in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

GRANTOR:

_____
Amy M. Swanks

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2024 by Amy M. Swanks, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:
Williamson County
Attn: County Auditor
221 Main Street
Round Rock, Texas 78664

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **80.**

Meeting Date: 11/19/2024

Cr 110N Purchase Contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action authorizing the county Judge to execute a purchase contract with Emma L. Lawhon Family Land Partnership to acquire 0.1147 AC required for the CR 110N project. (Parcel 8). Funding Source: TANS P588

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/14/2024 12:15 PM
Form Started By: Charlie Crossfield		Started On: 11/13/2024 04:10 PM
Final Approval Date: 11/14/2024		

REAL ESTATE CONTRACT
CR 110N Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **EMMA L. LAWHON FAMILY LAND PARTNERSHIP** (referred to in this Contract as "Seller", whether one or more) and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> All of that certain 0.1147-acre (4,996 square foot) tract of land, out of and situated in the Woodruff Stubblefield Survey, Abstract No. 556, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A," attached hereto and incorporated herein **(Parcel 8);**

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described herein not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the fee simple portion of the Property described in Exhibit "A", any improvements on the Property, and any damage or curative cost for the remaining property of Seller, including replacement fencing, shall be the sum of TWENTY-NINE THOUSAND and 00/100 Dollars ($29,000.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other readily available funds at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of the Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser.

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

4.02. The Property is being conveyed to the Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company on or before December 15, 2024, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to the right of way Property described in Exhibit "A," free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable.

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted.

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".

(4) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price and Additional Compensation, if any.

Prorations

5.04. General real estate taxes for the current year relating to the portion of the Property conveyed in fee simple shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid for by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by the Purchaser.

(4) Attorney's fees paid by each respectively as incurred.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County commissioners' court, which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after December 31, 2024 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed CR 110N improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

[signature pages follow]

SELLER:

EMMA L. LAWHON FAMILY LAND PARTNERHIP

By: Gene L Lawhon

Name: Gene L. Lawhon

Title: Managing Partner

Date: 11-12-2024

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT A
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.1147 ACRE (4,996 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE WOODRUFF STUBBLEFIELD SURVEY, ABSTRACT NO. 556 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A REMAINDER TRACT (CALCULATED AS BEING 3.250 ACRES) OF THAT CALLED 228.90 ACRE TRACT OF LAND CITED IN WARRANTY DEED TO EMMA L. LAWHON FAMILY LAND PARTNERSHIP RECORDED IN DOCUMENT NO. 2006095405 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 228.90 ACRE TRACT DESCRIBED IN VOLUME 433, PAGE 369 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.1147 ACRE (4,996 SQUARE FOOT) PARCEL OF LAND BEING SURVEYED ON THE GROUND IN NOVEMBER AND DECEMBER, 2021, AND JANUARY, 2022 UNDER THE DIRECT SUPERVISION OF M. STEPHEN TRUESDALE, L.S.L.S., R.P.L.S. AND IN JUNE AND JULY, 2024 UNDER THE DIRECT SUPERVISION OF MIGUEL A. ESCOBAR, L.S.L.S., R.P.L.S., AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod with plastic cap stamped "FOREST RPLS 1847" found in the ostensible easterly Right-of-Way (ROW) line of County Road (C.R.) 104, being the easterly boundary line of that called 2.067 acre tract of land (a portion of said C.R. 104 abandoned by the City of Georgetown in Ordinance No. 2013-09) described in Quitclaim Deed to Emma L. Lawhon Family Land Partnership (Exhibit A) recorded in Document No. 2013028927, of the Official Public Records of Williamson County, Texas, same being the northwesterly corner of a remainder tract (calculated as being 6.651 acres) of said 228.90 acre tract, also being in the southerly boundary line of that called 1.00 acre tract of land described in Cash Warranty Deed to Charles W. Ashby and Paula L. Ashby recorded in Document No. 2008019011, of the Official Public Records of Williamson County, Texas;

THENCE, North 28°56'14" East, departing said calculated 6.651 acre remainder tract, with the easterly boundary line of said 2.067 acre tract, through the interior of said 1.00 acre tract, for a distance of 100.00 feet to a calculated point in the northerly boundary line of said 1.00 acre tract, same being the southwesterly corner of said calculated 3.250 acre remainder tract, for an angle point;

THENCE, North 83°37'00" East, departing said calculated 2.067 acre tract, with the northerly boundary line of said 1.00 acre tract, same being the southerly boundary line of said calculated 3.250 acre remainder tract, for a distance of 432.09 feet to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set in the proposed westerly ROW line of Patriot Way, being 108.50 feet left of proposed Patriot Way Baseline Station 415+03.62 (Grid Coordinates determined as N=10,198,370.20, E=3,150,200.97 Texas Coordinate System of 1983, Central Zone), for the southwesterly corner and **POINT OF BEGINNING** of the herein described parcel;

1) **THENCE**, departing said common boundary line, through the interior of said calculated 3.250 acre remainder tract, with said proposed westerly ROW line on a non-tangent curve to the right, having a delta angle of **15°37'20"**, a radius of **783.50 feet**, an arc length of **213.63 feet**, and a chord which bears **North 46°05'55" East**, for a chord distance of **212.97 feet,** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 107.18 feet left of Patriot Way Baseline Station 416+97.33 in the existing westerly ROW line of said Patriot Way (variable width ROW), on the easterly boundary line of said calculated 3.250 acre remainder tract, on the westerly boundary line of that called 15.23 acre tract of land (Exhibit A) described in Special Warranty Deed to the City of Georgetown (Exhibit A) recorded in Document No. 2010086789, of the Official Public Records of Williamson County, Texas, for the northerly corner of the herein described parcel and point of cusp, from which an iron rod with plastic cap stamped "ALL COUNTY" found, being a point of reverse curvature in said westerly boundary line of the 15.23 acre tract and said existing westerly ROW line of Patriot Way, and in the easterly boundary line of said calculated 3.250 acre remainder tract bears with a curve to the right, having a delta angle of 01°52'34", a radius of 786.00 feet, an arc length of 25.74 feet and a chord which bears North 38°19'57" East, at a distance of 25.74 feet;

2) **THENCE**, departing said proposed westerly ROW line, with said easterly boundary line of the calculated 3.250 acre remainder tract, on the westerly boundary line of said 15.23 acre tract and said existing westerly ROW line of Patriot Way, with a curve to the left, having a delta angle of **11°59'05"**, a radius of **786.00 feet**, an arc length of **164.41 feet**, and a chord which bears **South 31°24'07" West**, for a distance of **164.11 feet**, to a 1/2 inch iron rod with plastic cap stamped "ALL COUNTY" found, being the southeasterly corner of said calculated 3.250 acre remainder tract, same being an angle point in said westerly boundary line of the 15.23 acre tract and said existing westerly ROW line of Patriot Way, for the southeasterly corner of the herein described parcel;

3) **THENCE**, **South 83°37'00" West**, with said westerly boundary line of said 15.23 acre tract and said existing westerly ROW line of Patriot Way, same being the southerly boundary line of said calculated 3.250 acre remainder tract, for a distance of **5.03 feet,** to a calculated point, being an angle point in said westerly boundary line of the 15.23 acre tract and said existing westerly ROW line of Patriot Way, and the northeasterly corner of said 1.00 acre tract, and from which, a 1/2 inch iron rod with plastic cap stamped "BGE INC." found for the southeasterly corner of said 1.00 acre tract, and an angle point in said westerly boundary line of the 15.23 acre tract and said existing westerly ROW line of Patriot Way bears South 28°56'14" West, at a distance of 100.00 feet;

4) **THENCE, South 83°37'00" West**, departing said westerly boundary line of the 15.23 acre tract and said existing westerly ROW line of Patriot Way continuing with the southerly boundary line of said calculated 3.250 acre remainder tract, and the northerly boundary line of said 1.00 acre tract, for a distance of **63.34 feet** to the **POINT OF BEGINNING**, containing 0.1147 acres (4,996 square feet) of land, more or less within these metes and bounds.

Bearings are based on the Texas Coordinate System of 1983, Central Zone, NAD 83(2011). All distances are surface values represented in US Survey Feet based on a Grid-to-Surface Combined Adjustment Factor of 1.00012.

The use of the word "certify" or "certification" on this document only constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either expressed or implied.

The foregoing metes and bounds description, and survey on which it was based, is accompanied by and a part of a survey map of the subject tract.

THE STATE OF TEXAS §
§ KNOWN ALL MEN BY THESE PRESENT
COUNTY OF WILLIAMSON §

I, Miguel A. Escobar, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and the property described herein was determined by a survey made on the ground during the months of November and December, 2021, and January, 2022 under the direct supervision of M. Stephen Truesdale, L.S.L.S., R.P.L.S. and in June and July, 2024 under my supervision.

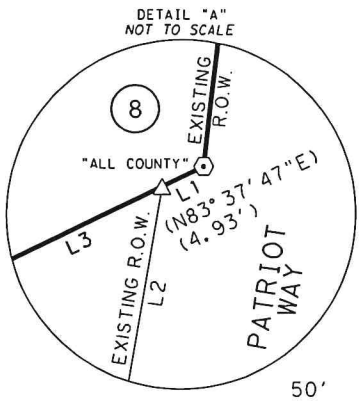
WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas on this 13th of August, 2024, A.D.

INLAND GEODETICS

Miguel A. Escobar, L.S.L.S., R.P.L.S.
Texas Reg. No. 5630
1504 Chisholm Trail Rd #103
Round Rock, TX 78681
TBPELS Firm No. 10059100
Proj No. WILCO-007.2
P:\Projects\Williamson County (WilCo)\WilCo-007.2-WA#2 CR 110\5 -Descriptions-Reports\PARCEL 8-LAWHON FAMILY LP\WILCO-007.2-PARCEL 8-LAWHON FAMILY LP.docx

EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION



NO.	DIRECTION	DISTANCE
L1	S83° 37' 00"W	5.03'
L2	S28° 56' 14"W	100.00'
(L2)	(S28° 56' 27"W)	(100.00')
L3	S83° 37' 00"W	63.34'
(L4)	(N28° 56' 14"E)	(100.00')

50' 0' 50' 100'

SCALE 1" = 100'

C.R. 104 (VACATED) (ORDINANCE NO. 2013-09)

EMMA L. LAWHON FAMILY LAND PARTNERSHIP EXHIBIT "A" 2.067 ACRE DOC. NO. 2013028927 O.P.R.W.C.T.

EMMA L. LAWHON FAMILY LAND PARTNERSHIP CALCULATED 3.250 AC. REMAINDER PORTION OF 228.90 AC DOC. NO. 2006095405 O.P.R.W.C.T. (SEE VOL. 433, PG. 369) D.R.W.C.T.

8

0.1147 AC. 4,996 SQ. FT.

P.O.B. STA. 415+03.62 108.50' LT GRID COORDINATES: N=10,198,370.20 E=3,150,200.97

CHARLES W. ASHBY & PAULA L. ASHBY EXHIBIT A 1.00 ACRES DOC. NO. 2008019011 O.P.R.W.C.T.

N83° 37' 00"E 432.09'
(N76° 36' 20"E 508.22')

CALCULATED 6.651 AC. REMAINDER OF 228.90 AC.

N28° 56' 14"E 100.00' (L4)

(25.6')

"FOREST-RPLS-1847"

P.O.C.

STA. 416+97.33 107.18' LT

"ALL COUNTY"

C2

PATRIOT WAY (R.O.W. WIDTH VARIES)

EXISTING R.O.W.

PROPOSED R.O.W.

C1

C3 (C4)

L3

L2

SEE DETAIL "A"

"BGE-INC"

EXISTING R.O.W.

VARIABLE WIDTH WASTEWATER EASEMENT DOC. NO. 2023084873 O.P.R.W.C.T.

CITY OF GEORGETOWN EXHIBIT A 15.23 AC. DOC. NO. 2010086789 O.P.R.W.C.T.

PATRIOT WAY BASELINE

PRC 416+62.24

EXISTING R.O.W.

EXISTING

414 415 416 417 418 419

WOODRUFF STUBBLEFIELD SURVEY ABSTRACT No. 556

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	15° 37' 20"	783.50'	213.63'	212.97'	N46° 05' 55"E
C2	01° 52' 34"	786.00'	25.74'	25.74'	N38° 19' 57"E
C3	11° 59' 05"	786.00'	164.41'	164.11'	S31° 24' 07"W
(C4)	(11° 59' 05")	(786.00')	(190.11')	(189.64')	(S32° 19' 12"W)

WILCO-007.2
08/13/2024

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

EMMA L. LAWHON FAMILY LAND PARTNERSHIP

SCALE	PROJECT	COUNTY
1" = 100'	COUNTY ROAD 110	WILLIAMSON

PARCEL 8
0.1147 ACRES
4,996 Sq. Ft.

P:\Projects\Williamson County (WilCo)\WilCo-007.2-WA#2 CR 110\4 -Drawings\PARCELS\6,8,9-EMMA L LAWHON FAMILY\PARCEL 8\PARCEL 8-LAWHON.dgn

EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

▲	60D NAIL FOUND		LINE BREAK
○	5/8" IRON ROD WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET	P.O.B.	POINT OF BEGINNING
		P.O.C.	POINT OF COMMENCING
⊙	1/2" IRON ROD WITH PLASTIC OR ALUMINUM CAP FOUND - AS NOTED	( )	RECORD INFORMATION
		P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
●	1/2" IRON ROD FOUND	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
✡	FENCE POST FOUND	O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
△	CALCULATED POINT	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
ℙ	PROPERTY LINE	—X—	WIRE FENCE
	DENOTES COMMON OWNERSHIP		

TEXAN TITLE INSURANCE COMPANY
GF NO. GT2402944
SCHEDULE B

10a. NOT A SURVEY MATTER

10b. EASEMENT DATED JUNE 5, 1940, EXECUTED BY JOE ROGAN AND WIFE, HANNAH ROGAN TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 299, PAGE 512, DEED RECORDS, WILLIAMSON COUNTY, TEXAS.
(THE LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT.)

10c. RIGHT OF WAY EASEMENT DATED JUNE 21, 1972, EXECUTED BY EDWIN LAWHON AND EMMA LAWHON TO JONAH WATER SUPPLY CORP, RECORDED IN VOLUME 563, PAGE 589, DEED RECORDS, WILLIAMSON COUNTY, TEXAS.
(THE LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT.)

10d. NOT A SURVEY MATTER

10e. NOT A SURVEY MATTER

10f. EASEMENT AND RIGHT-OF-WAY DATED APRIL 15, 1982, EXECUTED EMMA L. LAWHON AND EDWIN L. LAWHON TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 887, PAGE 173, DEED RECORDS, WILLIAMSON COUNTY, TEXAS.
(THE LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT.)

10g. NOT A SURVEY MATTER

10h. NOT A SURVEY MATTER

10i. WASTEWATER EASEMENT DATED AUGUST 10, 2023, EXECUTED BY EMMA L. LAWHON FAMILY LAND PARTNERSHIP TO THE CITY OF GEORGETOWN, TEXAS, RECORDED UNDER DOCUMENT NO. 2023084873, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS.
(THE LOCATION IS SHOWN.)

10j. WASTEWATER EASEMENT DATED AUGUST 10, 2023, EMMA L. LAWHON FAMILY LAND PARTNERSHIP TO THE CITY OF GEORGETOWN, TEXAS, RECORDED UNDER DOCUMENT NO. 2023084874, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS.
(IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY.)

10k. WASTEWATER EASEMENT DATED AUGUST 10, 2023, EMMA L. LAWHON FAMILY LAND PARTNERSHIP TO THE CITY OF GEORGETOWN, TEXAS, RECORDED UNDER DOCUMENT NO. 2023084875, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS.
(IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY.)

10l. SUBJECT TO ANY VISIBLE OR APPARENT EASEMENT(S) OVER, UNDER OR ACROSS SUBJECT PROPERTY.

10m. RIGHTS OF PARTIES IN POSSESSION.

10n. NOT A SURVEY MATTER

10o. NOT A SURVEY MATTER

10p. "ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE SURVEY OF THE LAND."

WILCO-007.2
08/13/2024

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

EMMA L. LAWHON FAMILY LAND PARTNERSHIP

SCALE	PROJECT	COUNTY
1" = 100'	COUNTY ROAD 110	WILLIAMSON

PARCEL 8
0.1147 ACRES
4,996 Sq. Ft.

P:\Projects\Williamson County (WilCo)\WilCo-007.2-WA#2 CR 110\4 -Drawings\PARCELS\6,8,9-EMMA L LAWHON FAMILY\PARCEL 8\PARCEL 8-LAWHON.dgn

EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

NOTES:

1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE NAD83 (2011). ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR OF 1.00012

2. REFERENCE IS HEREBY MADE TO THAT CERTAIN TITLE COMMITMENT (THE "TITLE COMMITMENT") ISSUED BY TEXAN TITLE INSURANCE COMPANY, UNDER GF NO. GT2402944, EFFECTIVE JULY 22, 2024, ISSUED JULY 29, 2024. THE EASEMENTS AND RESTRICTIONS LISTED ON SCHEDULE B OF THE TITLE COMMITMENT WERE REVIEWED BY THE SURVEYOR AND ARE SHOWN HEREON. SURVEYOR HAS RELIED UPON THE TITLE COMMITMENT AND MADE NO INDEPENDENT INQUIRY AS TO EASEMENTS AND RESTRICTIONS AFFECTING THE PROPERTY, OTHER THAN VISIBLE AND APPARENT EASEMENTS NOTED BY SURVEYOR DURING THE PREPARATION OF THE SURVEY AND REFLECTED HEREON.

3. THE SYMBOLS REFLECTED IN THE LEGEND AND ON THIS SURVEY MAY HAVE BEEN ENLARGED FOR CLARITY. THE SYMBOLS HAVE BEEN PLOTTED AT THE CENTER OF THE FIELD LOCATION AND MAY NOT REPRESENT THE ACTUAL SIZE OR SHAPE OF THE FEATURE.

4. BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE X (NOT SHADED) - AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AS DEFINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48491C0505F THAT BEARS AN EFFECTIVE/REVISED DATE OF 12/20/2019. THE SURVEYOR MAKES NO ASSURANCE AS TO THE ACCURACY OF THE DELINEATIONS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP. THIS STATEMENT IS FOR INSURANCE PURPOSES ONLY AND IS NOT AN OPINION THAT THE PROPERTY WILL OR WILL NOT FLOOD. A FLOOD STUDY WAS NOT CONDUCTED ON THE PROPERTY.

5. THE USE OF THE WORD CERTIFY OR CERTIFICATION ON THIS DOCUMENT ONLY CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS OR FINDINGS WHICH ARE THE SUBJECT OF THE CERTIFICATION, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED.

6. ALL REFERENCES TO RECORD DATA (RECORD=***) INDICATE INFORMATION AS CITED IN DOC. NO. 2006095405, O.P.R.W.C.T.

7. THE FOREGOING MAP AND SURVEY ON WHICH IT IS BASED IS ACCOMPANIED BY AND A PART OF SEPARATE METES AND BOUND DESCRIPTION OF THE SUBJECT TRACT.

CALCULATED	ACQUISITION	REMAINING
3.25 AC 141,570 SQ FT	0.1147 AC 4,996 SQ FT	3.135 AC 136,574 SQ FT

I CERTIFY THAT THIS MAP WAS PREPARED FROM A SURVEY MADE ON THE GROUND IN NOVEMBER AND DECEMBER, 2021, AND JANUARY, 2022 UNDER THE DIRECT SUPERVISION OF M. STEPHEN TRUESDALE, L.S.L.S., R.P.L.S. AND IN JUNE AND JULY, 2024 UNDER MY SUPERVISION.

08/13/2024

MIGUEL A. ESCOBAR DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5630
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

STATE OF TEXAS
REGISTERED
MIGUEL ANGEL ESCOBAR
5630
PROFESSIONAL
LAND SURVEYOR

WILCO-007.2
08/13/2024

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

EMMA L. LAWHON FAMILY LAND PARTNERSHIP

SCALE	PROJECT	COUNTY
1" = 100'	COUNTY ROAD 110	WILLIAMSON

PARCEL 8
0.1147 ACRES
4,996 Sq. Ft.

P:\Projects\Williamson County (WilCo)\WilCo-007.2-WA#2 CR 110\4 -Drawings\PARCELS\6,8,9-EMMA L LAWHON FAMILY\PARCEL 8\PARCEL 8-LAWHON.dgn

EXHIBIT "B"

Parcel 8

DEED
County Road 110N Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **EMMA L. LAWHON FAMILY LAND PARTNERSHIP**, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract(s) or parcel(s) of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> All of that certain 0.1147-acre (4,996 square foot) tract of land, out of and situated in the Woodruff Stubblefield Survey, Abstract No. 556, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A," attached hereto and incorporated herein (**Parcel 8)**

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record.

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Grantee's roadway facilities and all related appurtenances.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2024.

[signature page follows]

GRANTOR:

EMMA L. LAWHON FAMILY LAND PARTNERSHIP

By: Gene L. Lawhon

Name: Gene L. Lawhon

Title: Managing Partner

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF Williamson §

This instrument was acknowledged before me on November 12th, 2024 by Janet Turbett in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

Janet Turbett
My Commission Expires
2/22/2028
Notary ID134775929

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **81.**

Meeting Date: 11/19/2024

Cr 110N Purchase Contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action authorizing the county Judge to execute a purchase contract with Charles W. Ashby and Paula L. Ashby to acquire 0.1333 AC required for the CR 110N project. (Parcel 7).
Funding Source: TANS P588

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/14/2024 12:16 PM
Form Started By: Charlie Crossfield		Started On: 11/13/2024 04:14 PM
Final Approval Date: 11/14/2024		

REAL ESTATE CONTRACT
CR 110N Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **CHARLES W. ASHBY AND PAULA L. ASHBY** (referred to in this Contract as "Seller", whether one or more) and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> All of that certain 0.1333-acre (5,809 square foot) tract of land, out of and situated in the Woodruff Stubblefield Survey, Abstract No. 556, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A," attached hereto and incorporated herein **(Parcel 7)**

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described herein not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE AND ADDITIONAL COMPENSATION

Purchase Price

2.01. The Purchase Price for the fee simple portion of the Property described in Exhibit "A" shall be the sum of FORTY-THREE THOUSAND FIVE HUNDRED SIXTY-SEVEN and 50/100 Dollars ($43,567.50).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other readily available funds at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of the Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser.

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

4.02. The Property is being conveyed to the Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company on or before November 30, 2024, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to the right of way Property described in Exhibit "A," free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable.

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted.

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".

(4) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price and Additional Compensation, if any.

Prorations

5.04. General real estate taxes for the then current year relating to the portion of the Property conveyed in fee simple shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid for by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by the Purchaser.

(4) Attorney's fees paid by each respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII

MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County commissioners' court, which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after November 30, 2024 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed CR 110N improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

[signature pages follow]

SELLER:

Charles W. Ashby
CHARLES W. ASHBY

Address: PO Box 617
Jarrell, TX 76537

Date: 11/6/2024

Paula L. Ashby
PAULA L. ASHBY

Date: 11/6/2024

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT __A____
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.1333 ACRE (5,809 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE WOODRUFF STUBBLEFIELD SURVEY, ABSTRACT NO. 556 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 1.00 ACRE TRACT OF LAND DESCRIBED IN CASH WARRANTY DEED TO CHARLES W. ASHBY AND PAULA L. ASHBY RECORDED IN DOCUMENT NO. 2008019011 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.1333 ACRE (5,809 SQUARE FOOT) PARCEL OF LAND BEING SURVEYED ON THE GROUND IN NOVEMBER AND DECEMBER, 2021, AND JANUARY, 2022 UNDER THE DIRECT SUPERVISION OF M. STEPHEN TRUESDALE, L.S.L.S., R.P.L.S. AND IN JUNE AND JULY, 2024 UNDER MY SUPERVISION UNDER THE DIRECT SUPERVISION OF MIGUEL A. ESCOBAR, L.S.L.S., R.P.L.S., AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod with plastic cap stamped "FOREST RPLS 1847" found in the ostensible easterly Right-of-Way (ROW) line of County Road (C.R.) 104, being the easterly boundary line of that called 2.067 acre tract of land (a portion of said C.R. 104 abandoned by the City of Georgetown in Ordinance No. 2013-09) described in Quitclaim Deed to Emma L. Lawhon Family Land Partnership (Exhibit A) recorded in Document No. 2013028927, of the Official Public Records of Williamson County, Texas, same being the northwesterly corner of a remainder tract (calculated as being 6.651 acres) of that called 228.90 acre tract of land cited in Warranty Deed to said Emma L. Lawhon Family Land Partnership recorded in Document No. 2006095405, of the Official Public Records of Williamson County, Texas, said 228.90 acre tract described in Volume 433, Page 369, of the Deed Records of Williamson County, Texas, also being in the southerly boundary line of said 1.00 acre tract;

THENCE, North 83°37'00" East, departing said 2.067 acre tract, with the southerly boundary line of said 1.00 acre tract, same being the northerly boundary line of said calculated 6.651 acre remainder tract, for a distance of 419.65 feet to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set in the proposed westerly ROW line of Patriot Way (variable width ROW), 108.50 feet left of proposed Patriot Way Baseline Station 414+10.79 (Grid Coordinates determined as N=10,198,281.31, E=3,150,140.22, Texas Coordinate System of 1983, Central Zone), for the southwesterly corner and **POINT OF BEGINNING** of the herein described parcel;

1) **THENCE**, departing said northerly boundary line of the calculated 6.651 acre remainder tract, through the interior of said 1.00 acre tract, with the non-tangent curving proposed westerly ROW line to the right, having a delta angle of **07°52'48"**, a radius of **783.50 feet**, an arc length of **107.76 feet**, and a chord which bears **North 34°20'51" East**, for a chord distance of **107.67 feet,** to a 5/8

inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 108.50 feet left of Patriot Way Baseline Station 415+03.62 in the northerly boundary line of said 1.00 acre tract, same being in the southerly boundary line of a remainder tract (calculated as being 3.250 acres) of said 228.90 acre tract, for the northwesterly corner of the herein described parcel;

2) **THENCE, North 83°37'00" East**, departing said proposed westerly ROW line, with said northerly boundary line of said 1.00 acre tract, same being the southerly boundary line of said calculated 3.250 acre remainder tract, being the northerly line of the herein described parcel, for a distance of **63.34 feet,** to the calculated northeasterly corner of said 1.00 acre tract, same being an angle point in the existing westerly ROW line of said Patriot Way, also being the westerly boundary line of that called 15.23 acre tract of land (Exhibit A) described in Special Warranty Deed to the City of Georgetown (Exhibit A) recorded in Document No. 2010086789, of the Official Public Records of Williamson County, Texas, for the northeasterly corner of the herein described parcel, and from which, an iron rod with plastic cap stamped "ALL COUNTY", being an angle point in said westerly boundary line of the 15.23 acre tract and said westerly ROW line, bears North 83°37'00" East, at a distance of 5.03 feet;

3) **THENCE, South 28°56'14" West**, departing said southerly boundary line of the calculated 3.250 acre remainder tract, with the easterly boundary line of said 1.00 acre tract, same being the westerly boundary line of said 15.23 acre tract and the existing westerly ROW line of said Patriot Way, for a distance of **100.00 feet,** to a 1/2 inch iron rod with plastic cap stamped "BGE INC" found, being the called southeasterly corner of said 1.00 acre tract, same being in the northerly boundary line of said calculated 6.651 acre remainder tract, also being an angle point in said existing westerly ROW line of Patriot Way and said 15.23 acre tract, for the southeasterly corner of the herein described parcel;

4) **THENCE, South 83°37'00" West**, with the northerly boundary line of said calculated 6.651 acre remainder tract, same being the southerly boundary line of said 1.00 acre tract, for a distance of **75.78 feet** to the **POINT OF BEGINNING**, containing 0.1333 acres (5,809 square feet) of land, more or less, within these metes and bounds.

Bearings are based on the Texas Coordinate System of 1983, Central Zone, NAD 83(2011). All distances are surface values represented in US Survey Feet based on a Grid-to-Surface Combined Adjustment Factor of 1.00012

The use of the word "certify" or "certification" on this document only constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either expressed or implied.

The foregoing metes and bounds description, and survey on which it was based, is accompanied by and a part of a survey map of the subject tract.

THE STATE OF TEXAS §
§ KNOWN ALL MEN BY THESE PRESENT
COUNTY OF WILLIAMSON §

I, Miguel A. Escobar, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and the property described herein was determined by a survey made on the ground during the months of November and December, 2021, and January, 2022 under the direct supervision of M. Stephen Truesdale, L.S.L.S., R.P.L.S. and in June and July, 2024 under my supervision.

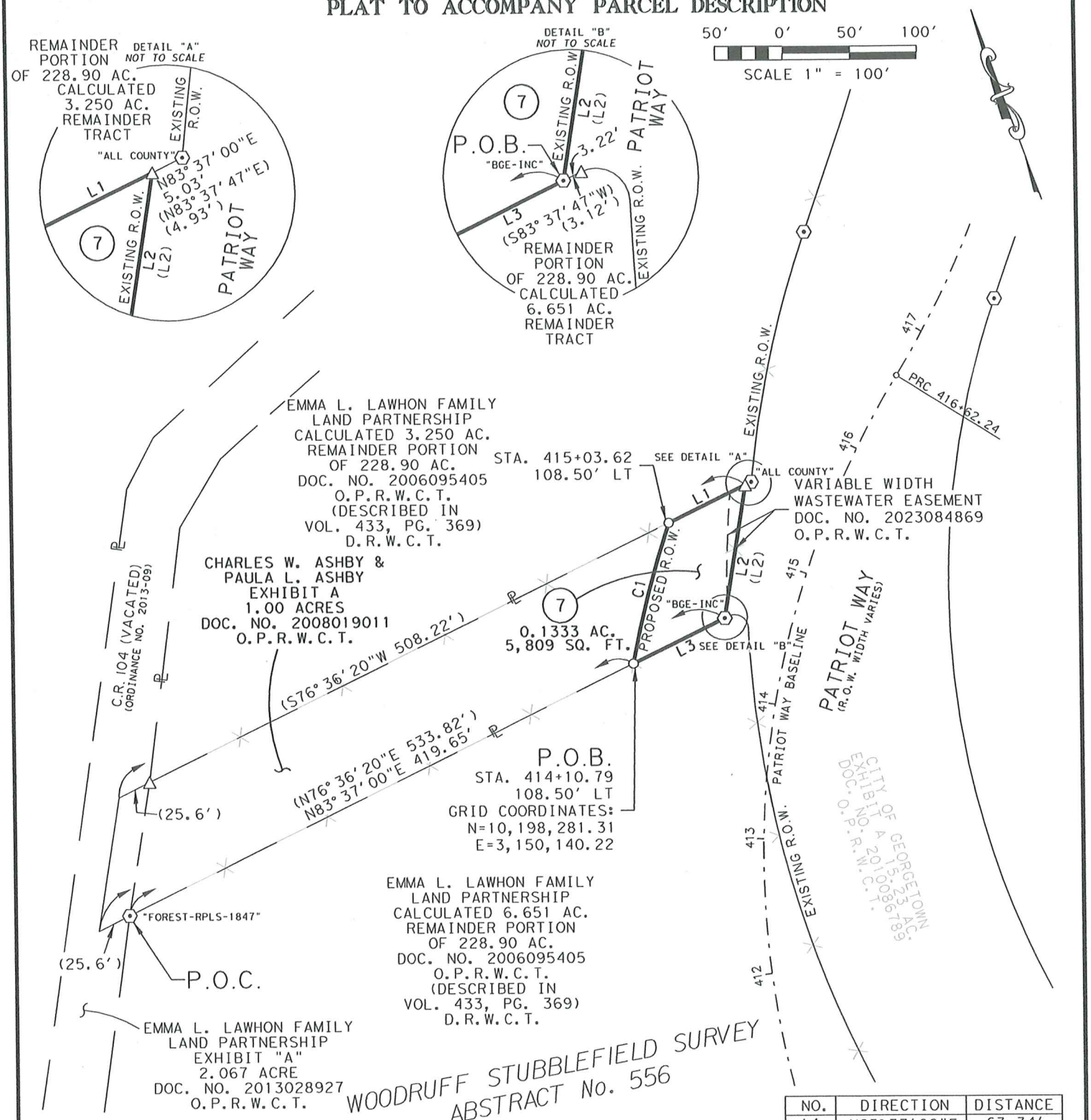
WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas on this 13th of August, 2024, A.D.

INLAND GEODETICS

Miguel A. Escobar, L.S.L.S., R.P.L.S.
Texas Reg. No. 5630
1504 Chisholm Trail Rd #103
Round Rock, TX 78681
TBPELS Firm No. 10059100
Proj No. WILCO-007.2
P:\Projects\Williamson County (WilCo)\WilCo-007.2-WA#2 CR 110\5 -Descriptions-Reports\PARCEL 7-ASHBY\WILCO-007.2-PARCEL 7-ASHBY.docx

EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION



NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	07° 52' 48"	783.50'	107.76'	107.67'	N34° 20' 51"E

NO.	DIRECTION	DISTANCE
L1	N83° 37' 00"E	63.34'
L2	S28° 56' 14"W	100.00'
(L2)	(S28° 56' 27"W)	(100.00')
L3	S83° 37' 00"W	75.78'

WILCO-007.2
08/13/2024

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

CHARLES W. ASHBY & PAULA L. ASHBY

SCALE	PROJECT	COUNTY
1" = 100'	COUNTY ROAD 110	WILLIAMSON

PARCEL 7
0.1333 ACRES
5,809 Sq. Ft.

P:\Projects\Williamson County (WilCo)\WilCo-007.2-WA#2 CR 110\4 -Drawings\PARCELS\7-ASHBY\ASHBY.dgn

EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

▲	60D NAIL FOUND
○	5/8" IRON ROD WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET
⊙	1/2" IRON ROD WITH PLASTIC OR ALUMINUM CAP FOUND - AS NOTED
●	1/2" IRON ROD FOUND
✲	FENCE POST FOUND
△	CALCULATED POINT
ℙL	PROPERTY LINE
	DENOTES COMMON OWNERSHIP
	LINE BREAK
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
( )	RECORD INFORMATION
P.R.W.C.T.	PLAT RECORDS WILLIAMSON 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
——X——	WIRE FENCE

TEXAN TITLE INSURANCE COMPANY
GF NO. GT2402710
SCHEDULE B

10a. NOT A SURVEY MATTER

10b. EASEMENT DATED JUNE 5, 1940, EXECUTED BY JOE ROGAN AND WIFE, HANNAH ROGAN TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 299, PAGE 512, DEED RECORDS, WILLIAMSON COUNTY, TEXAS.
(THE LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT.)

10c. RIGHT OF WAY EASEMENT DATED JUNE 21, 1972, EXECUTED BY EDWIN LAWHON AND EMMA LAWHON TO JONAH WATER SUPPLY CORP, RECORDED IN VOLUME 563, PAGE 589, DEED RECORDS, WILLIAMSON COUNTY, TEXAS.
(THE LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT.)

10d. NOT A SURVEY MATTER

10e. NOT A SURVEY MATTER

10f. EASEMENT AND RIGHT-OF-WAY DATED APRIL 15, 1982, EXECUTED EMMA L. LAWHON AND EDWIN L. LAWHON TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 887, PAGE 173, DEED RECORDS, WILLIAMSON COUNTY, TEXAS.
(THE LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT.)

10g. NOT A SURVEY MATTER

10h. WASTEWATER EASEMENT DATED JULY 20, 2023, EXECUTED BY CHARLES W. ASHBY AND PAULA L. ASHBY TO THE CITY OF GEORGETOWN, TEXAS, RECORDED UNDER DOCUMENT NO. 2023084869, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS.
(THE LOCATION IS SHOWN)

10i. SUBJECT TO ANY VISIBLE OR APPARENT EASEMENT(S) OVER, UNDER OR ACROSS SUBJECT PROPERTY.

10j. RIGHTS OF PARTIES IN POSSESSION.

10k. NOT A SURVEY MATTER

10l. NOT A SURVEY MATTER

10m. "ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE SURVEY OF THE LAND."

WILCO-007.2
08/13/2024

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

CHARLES W. ASHBY & PAULA L. ASHBY

SCALE	PROJECT	COUNTY
1" = 100'	COUNTY ROAD 110	WILLIAMSON

PARCEL 7
0.1333 ACRES
5,809 Sq. Ft.

P:\Projects\Williamson County (WilCo)\WilCo-007.2-WA#2 CR 110\4 -Drawings\PARCELS\7-ASHBY\ASHBY.dgn

EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION

NOTES:

1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE NAD83 (2011). ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR OF 1.00012.

2. REFERENCE IS HEREBY MADE TO THAT CERTAIN TITLE COMMITMENT (THE "TITLE COMMITMENT") ISSUED BY TEXAN TITLE INSURANCE COMPANY, UNDER GF NO. GT2402710, EFFECTIVE APRIL 16, 2024, ISSUED APRIL 24, 2024. THE EASEMENTS AND RESTRICTIONS LISTED ON SCHEDULE B OF THE TITLE COMMITMENT WERE REVIEWED BY THE SURVEYOR AND ARE SHOWN HEREON. SURVEYOR HAS RELIED UPON THE TITLE COMMITMENT AND MADE NO INDEPENDENT INQUIRY AS TO EASEMENTS AND RESTRICTIONS AFFECTING THE PROPERTY, OTHER THAN VISIBLE AND APPARENT EASEMENTS NOTED BY SURVEYOR DURING THE PREPARATION OF THE SURVEY AND REFLECTED HEREON.

3. THE SYMBOLS REFLECTED IN THE LEGEND AND ON THIS SURVEY MAY HAVE BEEN ENLARGED FOR CLARITY. THE SYMBOLS HAVE BEEN PLOTTED AT THE CENTER OF THE FIELD LOCATION AND MAY NOT REPRESENT THE ACTUAL SIZE OR SHAPE OF THE FEATURE.

4. BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE X (NOT SHADED) - AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AS DEFINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48491C0505F, THAT BEARS AN EFFECTIVE/REVISED DATE OF 12/20/2019. THE SURVEYOR MAKES NO ASSURANCE AS TO THE ACCURACY OF THE DELINEATIONS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP. THIS STATEMENT IS FOR INSURANCE PURPOSES ONLY AND IS NOT AN OPINION THAT THE PROPERTY WILL OR WILL NOT FLOOD. A FLOOD STUDY WAS NOT CONDUCTED ON THE PROPERTY.

5. THE USE OF THE WORD CERTIFY OR CERTIFICATION ON THIS DOCUMENT ONLY CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS OR FINDINGS WHICH ARE THE SUBJECT OF THE CERTIFICATION, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED.

6. ALL REFERENCES TO RECORD DATA (RECORD=***) INDICATE INFORMATION AS CITED IN 2008019011, O.P.R.W.C.T.

7. THE FOREGOING MAP AND SURVEY ON WHICH IT IS BASED IS ACCOMPANIED BY AND A PART OF SEPARATE METES AND BOUND DESCRIPTION OF THE SUBJECT TRACT.

CALCULATED	ACQUISITION	REMAINING
1.00 AC 43,560 SQ FT	0.1333 AC 5,809 SQ FT	0.8428 AC 36,711 SQ FT

I CERTIFY THAT THIS MAP WAS PREPARED FROM A SURVEY MADE ON THE GROUND IN NOVEMBER AND DECEMBER, 2021, AND JANUARY, 2022 UNDER THE DIRECT SUPERVISION OF M. STEPHEN TRUESDALE, L.S.L.S., R.P.L.S. AND IN JUNE AND JULY, 2024 UNDER MY SUPERVISION.

08/13/2024

MIGUEL A. ESCOBAR DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5630
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

STATE OF TEXAS
REGISTERED
MIGUEL ANGEL ESCOBAR
5630
PROFESSIONAL
LAND SURVEYOR

WILCO-007.2
08/13/2024

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

CHARLES W. ASHBY & PAULA L. ASHBY

SCALE	PROJECT	COUNTY
1" = 100'	COUNTY ROAD 110	WILLIAMSON

PARCEL 7
0.1333 ACRES
5,809 Sq. Ft.

P:\Projects\Williamson County (WilCo)\WilCo-007.2-WA#2 CR 110\4 -Drawings\PARCELS\7-ASHBY\ASHBY.dgn

EXHIBIT 'B'

Parcel 7

DEED

County Road 110N Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **CHARLES W. ASHBY AND PAULA L. ASHBY**, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract(s) or parcel(s) of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> All of that certain 0.1333-acre (5,809 square foot) tract of land, out of and situated in the Woodruff Stubblefield Survey, Abstract No. 556, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A," attached hereto and incorporated herein **(Parcel 7)**

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record.

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Grantee's roadway facilities and all related appurtenances.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2024.

[signature page follows]

GRANTOR:

_____
CHARLES W. ASHBY

_____
PAULA L. ASHBY

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2024 by CHARLES W. ASHBY and PAULA L. ASHBY in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:
Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **82.**

Meeting Date: 11/19/2024

CR 143 Purchase Contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action authorizing the county Judge to execute a purchase contract with James David Wolf to acquire 1.084 AC required for the CR 143 project. (Parcel 2). Funding Source: LRTP P457

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/14/2024 12:17 PM
Form Started By: Charlie Crossfield		Started On: 11/13/2024 04:17 PM
Final Approval Date: 11/14/2024		

REAL ESTATE CONTRACT
CR 143 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **JAMES DAVID WOLF, as his sole and separate property and estate** (referred to in this Contract as "Seller", whether one or more) and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> All of that certain 1.084-acre (47,234 square foot) tract of land, out of and situated in the Burrell Eaves Survey, Abstract No. 216, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 2**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title, and interest of Seller in and to adjacent streets, alleys, or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described herein not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE AND ADDITIONAL COMPENSATION

Purchase Price

2.01. The Purchase Price for the fee simple Property interests described in Exhibit A shall be the sum of **TWO HUNDRED FIFTY THOUSAND and 00/100 Dollars ($250,000.00)**.

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other readily available funds at the Closing.

JDW

Post Closing Obligations

2.03. **Driveway Reconstruction**. As an obligation which shall survive the Closing of this Contract, Purchaser agrees that as part of the proposed CR 143 roadway and bridge improvements upon the Property, it shall at its sole expense cause the existing driveways to Seller's remaining property to be reconstructed in the locations and according to the design and specifications as shown in the plan sheets attached hereto as Exhibit "B" unless otherwise agreed between Seller and Purchaser in advance. By execution of this Contract Seller grants Purchaser, its contractors, and agents the temporary right to enter the remaining property of Seller only in the limited locations and duration reasonably required to carry out the obligations of this paragraph.

2.04. **Replacement Fencing And Gate Construction.** It is expressly understood and agreed that Seller retains the right to retain the gates located within the Property. As an obligation which shall survive the Closing of this Contract, Seller agrees that, if there is livestock on Seller's remaining property at the time, it shall cause any replacement fencing and/or gates on the new boundary between the Property acquired herein and the remaining property of Seller to be installed and constructed by Seller within ninety (90) days following the Closing and funding of this Contract, subject to written extensions by Purchaser, in a manner and to the extent to prevent any livestock or other animals contained on the remaining property of Seller from entering the Property purchased herein.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of the Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

JDW

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser.

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

4.02. The Property is being conveyed to Purchaser under threat of condemnation.

4.03. AS IS. BUYER ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH IN THIS CONTRACT AND THE DOCUMENTS TO BE DELIVERED AT CLOSING:

SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, CONTRACTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY CONDUCT THEREON, (C) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, OR (F) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED

THEREUNDER. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, BUYER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS." BUYER ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE PURCHASE PRICE OF THE PROPERTY. THE TERMS OF THIS PARAGRAPH WILL BE INCLUDED IN THE DEED AND ANY BILL OF SALE OR ASSIGNMENT DELIVERED AT CLOSING, WILL SURVIVE CLOSING AND WILL SURVIVE ANY TERMINATION OF THIS CONTRACT.

To avoid any conflict of interpretation, a Seller representation about which Seller has no actual knowledge to the contrary will still be true, accurate, and correct, even if the underlying fact may be different. So long as Seller did not knowingly misrepresent a fact or condition, then the matter is not a default or breach under the contract, nor is it a failure of conditions precedent. The fact or condition may be a basis for terminating the contract during any option or feasibility period, but Buyer's discovery of such a condition after the option period does not create a basis for terminating the Contract (unless Seller knowingly misrepresented such fact).

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Texas National Title Company on or before December 1, 2024, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Special Warranty Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to the right of way Property described in Exhibit A, conveying such interest in and to the portion of the Property free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable and subsequent assessments for prior years.

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "C" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted.

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable" and subsequent assessments for prior years.

(4) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then-current year relating to the portion of the Property conveyed in fee shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing, but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the taxes assessed for next preceding year. Agricultural roll-back taxes, if any, which directly result

from this Contract and conveyance shall be paid by Purchaser. Prorations made at Closing shall be final.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may elect, as Purchaser's sole and exclusive remedy, either to: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser. The foregoing notwithstanding, in the event of breach by Purchaser of Purchaser's post-closing obligations, Seller shall have all remedies at law and equity.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

JDW

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County Commissioners' court, which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after December 1, 2024, to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed roadway improvement construction project of Purchaser on the Property or other obligations of this Contract, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

JDW

SELLER:

James David Wolf

James David Wolf, as his sole and separate property and estate

Address: 750 County Road 143
Georgetown, TX 78633

Date: 10-21-2024

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT "A"

County: Williamson
Parcel No.: 2
Highway: C.R. 143
Limits: From: Approximately 850 feet west of Dry Berry Creek
To: Approximately 670 feet east of Dry Berry Creek

PROPERTY DESCRIPTION FOR PARCEL 2

DESCRIPTION OF A 1.084 ACRE (47,234 SQ. FT.) PARCEL OF LAND LOCATED IN THE BURRELL EAVES SURVEY, BLOCK NO. 5, SECTION NO. 5, ABSTRACT NO. 216, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 423.90 ACRE TRACT OF LAND, DESCRIBED AS TRACT ONE IN A DEED TO JAMES DAVID WOLF, RECORDED DECEMBER 7, 2009 IN DOCUMENT NO. 2009089202 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 1.084 ACRE (47,234 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found 612.62 feet left of County Road 143 (C.R. 143) Engineer's Centerline Station (E.C.S.) 106+57.11 on the west line of said Tract One, for the northeast corner of Lot 16, a called 9.82 acre tract of land, Sunset Ranchettes Subdivision, a subdivision of record in Cabinet K, Slide 138, Plat Records of Williamson County, Texas (P.R.W.C.TX.), described as Tract 5 in a deed to Han Tran and spouse, Nina Huynh, recorded in Document No. 2019032406, O.P.R.W.C.TX.;

THENCE S 12°28'55" E, with the common line of said Tract One and said Lot 16, a distance of 548.22 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,241,067.98, E=3,137,720.37) set 68.00 feet left of C.R. 143 E.C.S 105+94.43 on the proposed north right-of-way line of C.R. 143, for the northwest corner and **POINT OF BEGINNING** of the parcel described herein;

THENCE departing the common line of said Tract One and said Lot 16, with the proposed north right-of-way line of said C.R. 143, over and across said Tract One, the following four (4) courses and distances numbered 1-4:

1) N 70°57'11" E, a distance of 520.29 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 68.00 feet left of C.R. 143 E.C.S 111+14.72, for the beginning of a curve to the left,

2) With said curve to the left, an arc distance of 169.39 feet, through a delta of 02°55'17", having a radius of 3,322.00 feet, and a chord that bears N 69°29'32" E, a distance of 169.37 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 68.00 feet left of C.R. 143 E.C.S 112+87.50,

3) N 68°09'45" E, a distance of 382.85 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 68.00 feet left of C.R. 143 E.C.S 116+70.27, for the northeast corner of the parcel described herein, and

4) S 21°50'15" E, a distance of 47.32 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 20.68 feet left of C.R. 143 E.C.S. 116+70.27 on the existing north right-of-way line of said C.R. 143, a variable width right-of-way, no record information found, for the southeast corner of the parcel described herein;

JDW

County: Williamson
Parcel No.: 2
Highway: C.R. 143
Limits: From: Approximately 850 feet west of Dry Berry Creek
To: Approximately 670 feet east of Dry Berry Creek

THENCE departing the proposed north right-of-way line of said C.R. 143, with the existing north right-of-way line of said C.R. 143, the following seven (7) courses and distances numbered 5-11:

5) S 68°45'06" W, a distance of 125.68 feet to a calculated point,

6) S 69°02'45" W, a distance of 335.55 feet to a calculated point,

7) S 68°49'11" W, a distance of 269.49 feet to a calculated point,

8) S 70°03'05" W, a distance of 46.62 feet to a calculated point,

9) S 78°34'45" W, a distance of 79.49 feet to a calculated point,

10) S 72°37'57" W, a distance of 95.01 feet to a 1/2-inch iron rod found, and

11) S 69°58'18" W, a distance of 128.30 feet to a 1/2-inch iron rod found, for the southeast corner of said Lot 16, same being the southwest corner of said Tract One and the parcel described herein;

(THIS SPACE INTENTIONALLY LEFT BLANK)

County: Williamson
Parcel No.: 2
Highway: C.R. 143
Limits: From: Approximately 850 feet west of Dry Berry Creek
To: Approximately 670 feet east of Dry Berry Creek

12) **THENCE** N 12°28'55" W, departing the existing north right-of-way line of said C.R. 143, with the common line of said Tract One and said Lot 16, a distance of 40.19 feet to the **POINT OF BEGINNING**, and containing 1.084 acres (47,234 sq. ft.) of land.

This property description is accompanied by a separate plat of even date.

Bearing Basis:
All bearings shown are based on the Texas Coordinate System, Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.0001378609. Units: U.S. Survey Feet.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

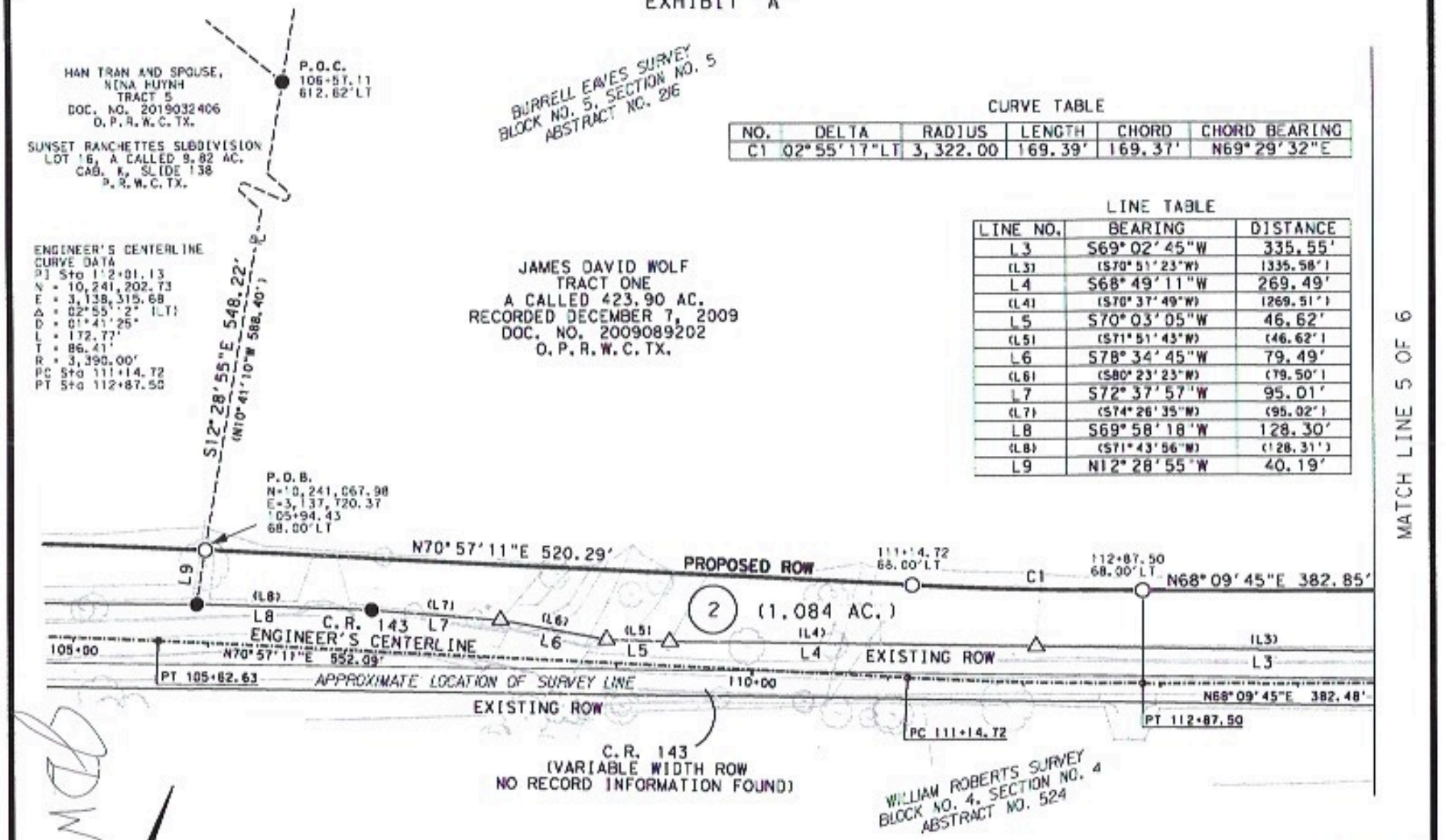
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

Scott C. Brashear 6/28/2024
Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300

STATE OF TEXAS
REGISTERED
SCOTT C. BRASHEAR
6660
PROFESSIONAL
LAND SURVEYOR

EXHIBIT "A"



CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	02°55'17"LT	3,322.00	169.39'	169.37'	N69°29'32"E

LINE TABLE

LINE NO.	BEARING	DISTANCE
L3	S69°02'45"W	335.55'
(L3)	(S70°51'23"W)	(335.58')
L4	S68°49'11"W	269.49'
(L4)	(S70°37'49"W)	(269.51')
L5	S70°03'05"W	46.62'
(L5)	(S71°51'43"W)	(46.62')
L6	S78°34'45"W	79.49'
(L6)	(S80°23'23"W)	(79.50')
L7	S72°37'57"W	95.01'
(L7)	(S74°26'35"W)	(95.02')
L8	S69°58'18"W	128.30'
(L8)	(S71°43'56"W)	(128.31')
L9	N12°28'55"W	40.19'

REF. FIELD NOTE NO. 49395

FILE:\\saminc\AUS\PROJECTS\!019052774A\100\Survey\03Exhibits\P-2\P-2_CR 143_92_Surface_1.dgn

EXISTING	423.90 AC.	ACQUIRE	1.084 AC.	REMAINING	422.816 AC. LEFT

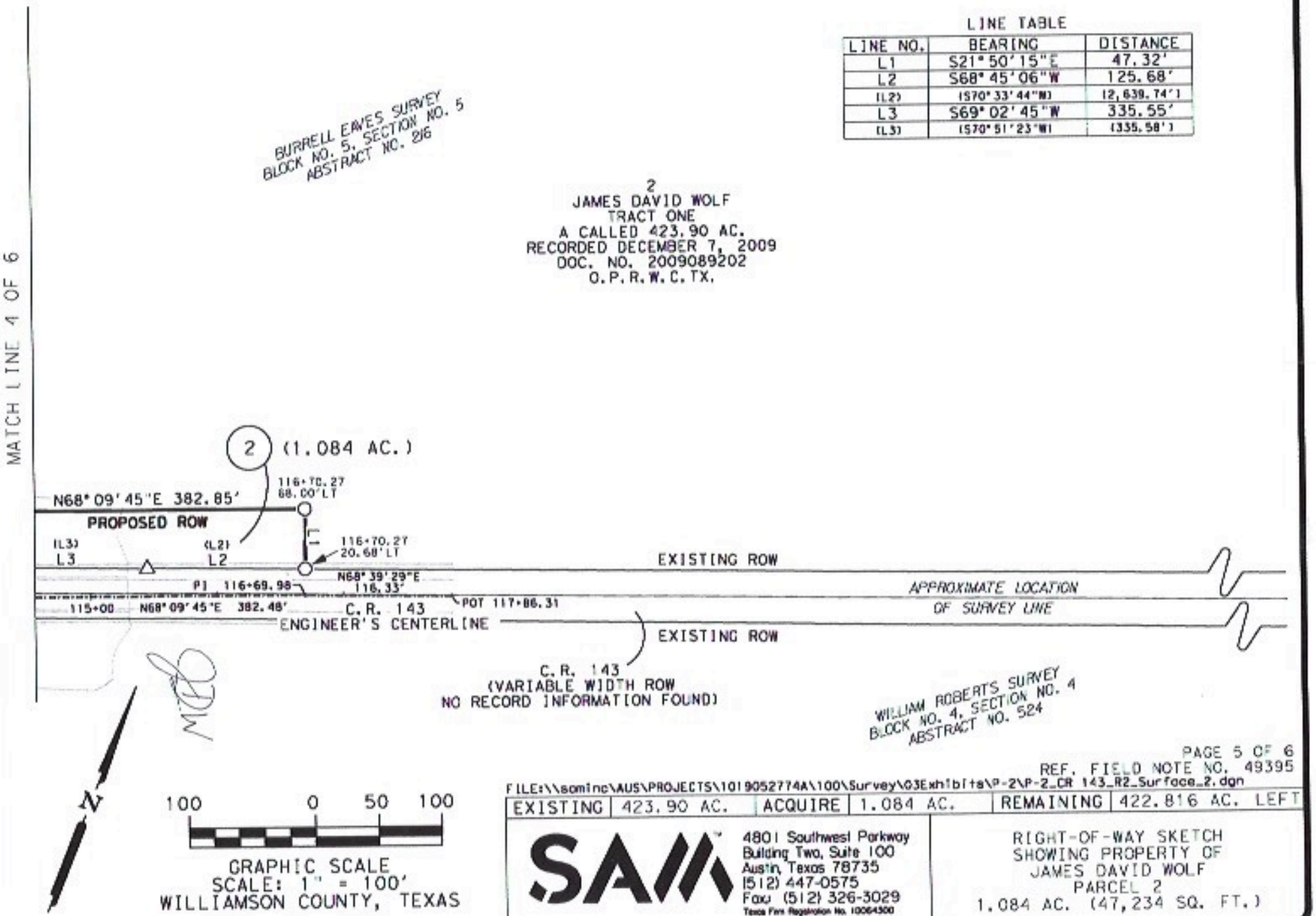
SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
JAMES DAVID WOLF
PARCEL 2
1.084 AC. (47,234 SQ. FT.)

EXHIBIT "A"

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S21°50'15"E	47.32'
L2	S68°45'06"W	125.68'
(L2)	(S70°33'44"W)	(2,639.74')
L3	S69°02'45"W	335.55'
(L3)	(S70°51'23"W)	(335.58')



REF. FIELD NOTE NO. 49395

FILE:\\somnc\AUS\PROJECTS\101905277 4A\100\Survey\03Exhibits\P-2\P-2_CR 143_R2_Surface_2.dgn

EXISTING	423.90 AC.	ACQUIRE	1.084 AC.	REMAINING	422.816 AC. LEFT

SAM
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
JAMES DAVID WOLF
PARCEL 2
1.084 AC. (47,234 SQ. FT.)

LEGEND

○	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND UNLESS NOTED
⬡	FENCE POST (TYPE NOTED)
■	TYPE I CONCRETE MONUMENT FOUND
▣	TXDOT TYPE II BRONZE DISK IN CONCRETE FOUND
◉	1/2" IRON PIPE FOUND UNLESS NOTED
▲	80D NAIL FOUND
⊕	MAGNAIL FOUND
●	SPINDLE FOUND
✖	RAILROAD TIE
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
	DISTANCE NOT TO SCALE
	DEED LINE (COMMON OWNERSHIP)
	EASEMENT LINE

NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00013786609. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF TITLE REPORT, THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. C.R. 143 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM WILLIAMSON COUNTY ROAD AND BRIDGE. SCHEMATIC RECEIVED BY SAM, LLC. IN AUGUST, 2022.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM, LLC.

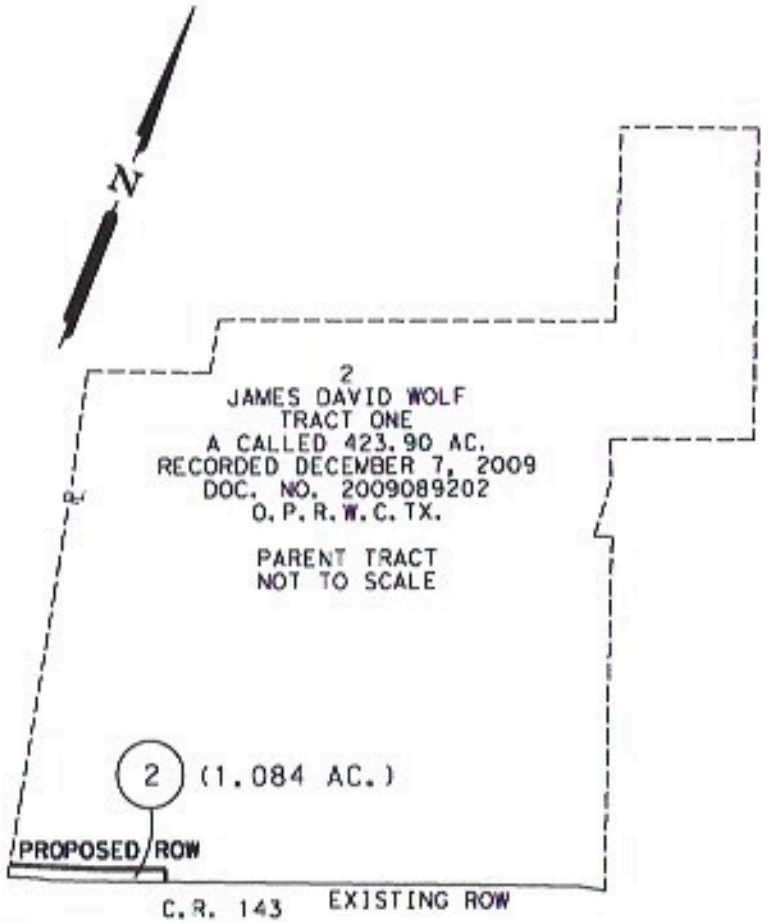
I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Scott C. Brashear — 6/28/2024

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

DATE

EXHIBIT "A"



STATE OF TEXAS
REGISTERED
SCOTT C. BRASHEAR
6660
PROFESSIONAL
LAND SURVEYOR

REF. FIELD NOTE NO. 49395

FILE:\\saminc\AUS\PROJECTS\1019052774A\100\Survey\03Exhibits\P-2\P-2_CR 143_R2_Surface_1.dgn

EXISTING	423.90 AC.	ACQUIRE	1.084 AC.	REMAINING	422.816 AC. LEFT

SAM
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
JAMES DAVID WOLF
PARCEL 2
1.084 AC. (47,234 SQ. FT.)

EXHIBIT "C"

Parcel 2

SPECIAL WARRANTY DEED
County Road 143 Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **JAMES DAVID WOLF, AS HIS SOLE AND SEPARATE PROPERTY AND ESTATE** hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract(s) or parcel(s) of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> All of that certain 1.084-acre (47,234 square foot) tract of land, out of and situated in the Burrell Eaves Survey, Abstract No. 216, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 2**);

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Grantee's roadway facilities and all related appurtenances.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor but not otherwise.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ___ day of _____, 2024.

[signature page follows]

GRANTOR:

_____
James David Wolf, as his sole and separate property and estate

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2024 by James David Wolf in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

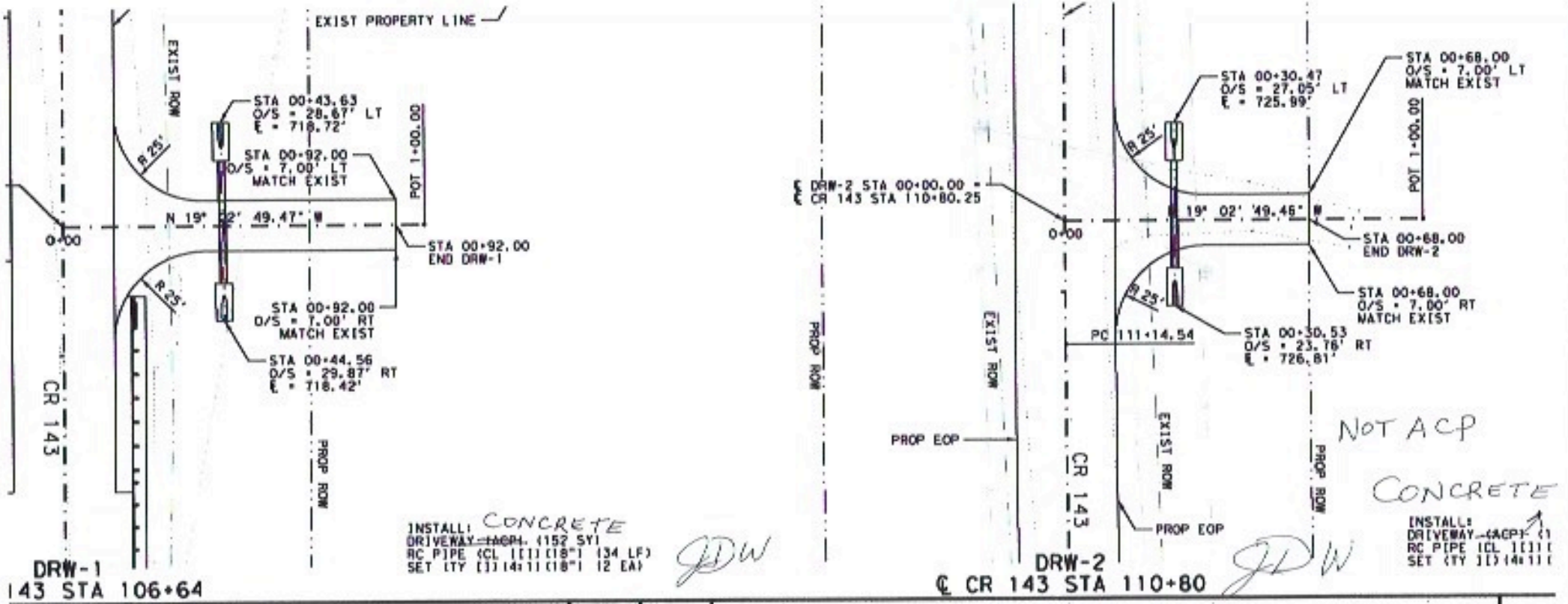
PREPARED IN THE OFFICE OF:

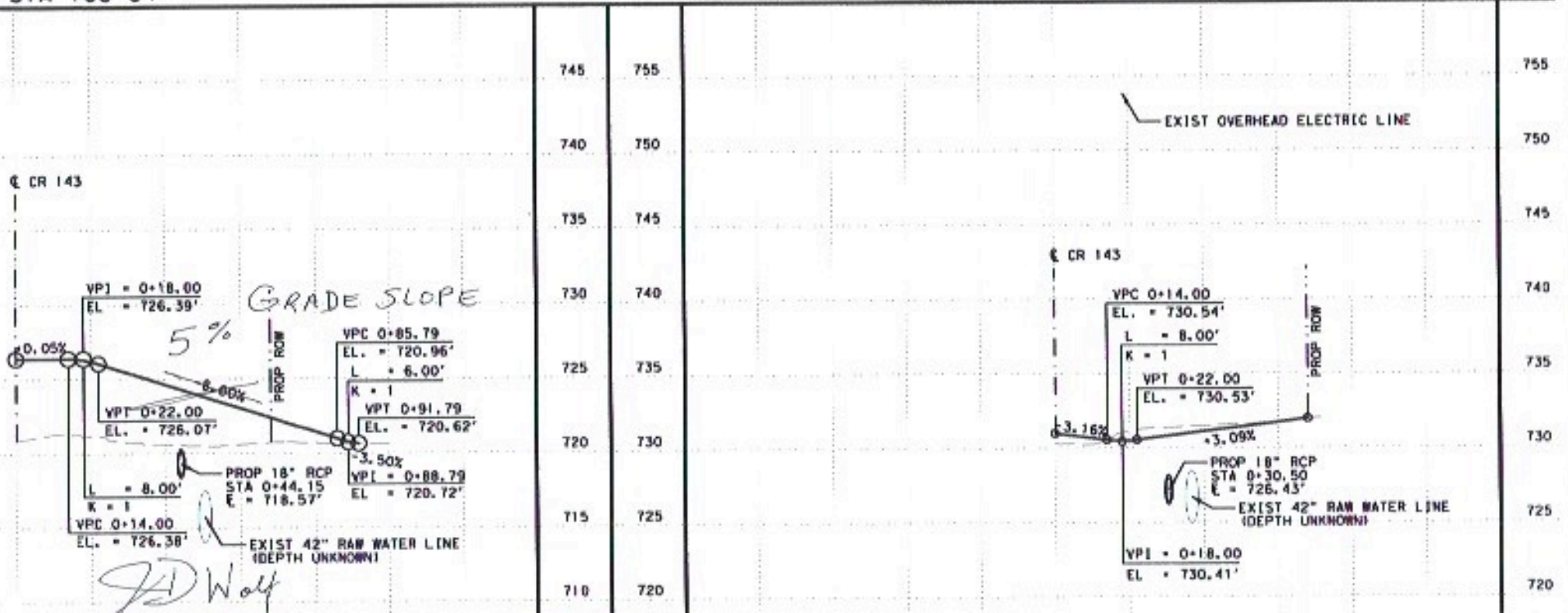
Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

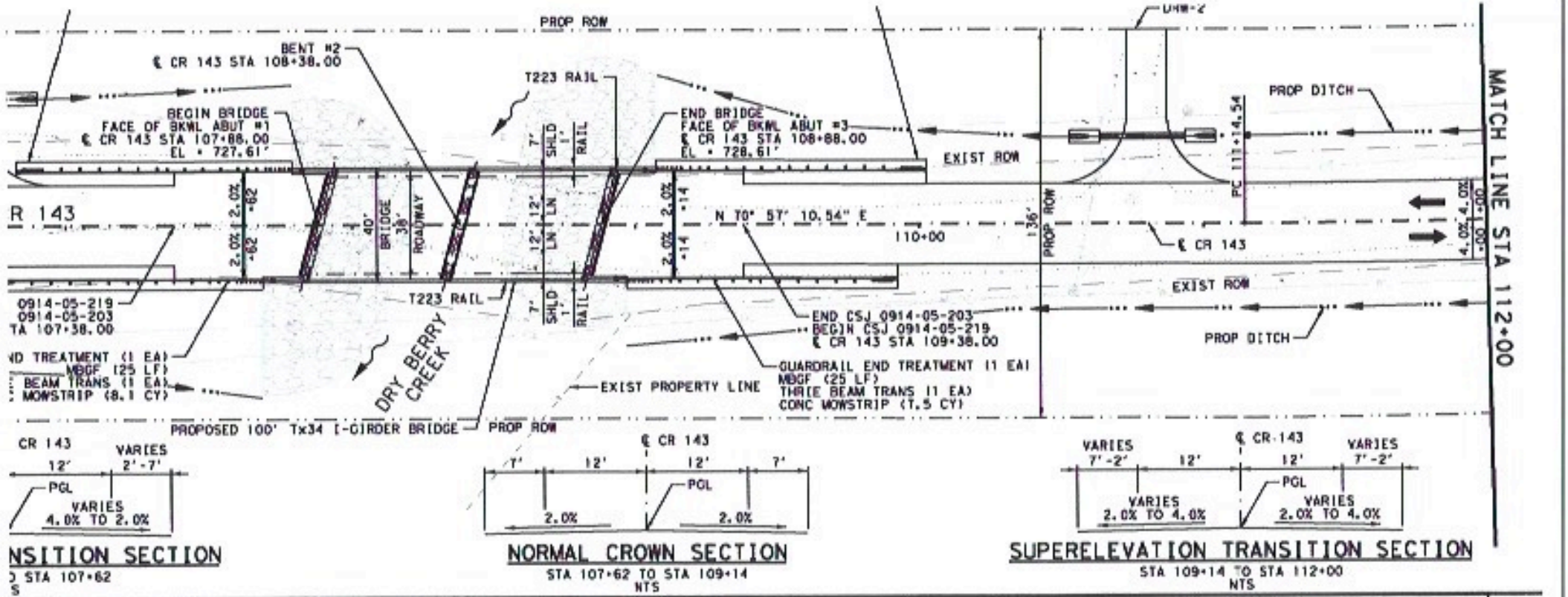
GRANTEE'S MAILING ADDRESS:

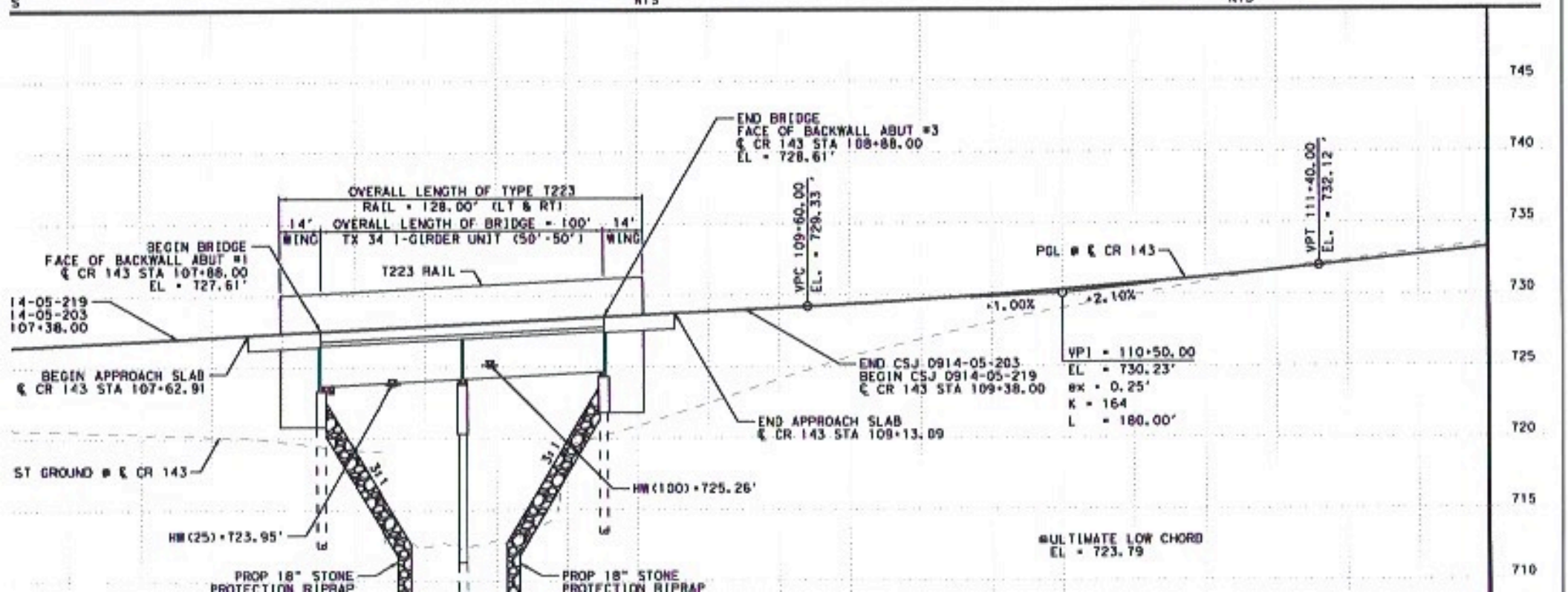
Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:


EXIST PROPERTY LINE
EXIST ROW
STA 00+43.63
O/S = 28.67' LT
℄ = 718.72'
STA 00+92.00
O/S = 7.00' LT
MATCH EXIST
POT 1+00.00
R 25'
N 19° 02' 49.47" W
0+00
STA 00+92.00
END DRW-1
R 25'
STA 00+92.00
O/S = 7.00' RT
MATCH EXIST
STA 00+44.56
O/S = 29.87' RT
℄ = 718.42'
CR 143
PROP ROW
INSTALL: CONCRETE
DRIVEWAY (ACP) (152 SY)
RC PIPE (CL I [I] (18") (34 LF)
SET (TY [I] (4:1) (18") (2 EA)
JDW
DRW-1
143 STA 106+64
DRW-2 STA 00+00.00 =
CR 143 STA 110+80.25
0+00
PROP ROW
EXIST ROW
CR 143
PROP EOP
STA 00+30.47
O/S = 27.05' LT
℄ = 725.99'
STA 00+68.00
O/S = 7.00' LT
MATCH EXIST
POT 1+00.00
R 25'
19° 02' 49.46" W
STA 00+68.00
END DRW-2
R 25'
STA 00+68.00
O/S = 7.00' RT
MATCH EXIST
PC 111+14.54
STA 00+30.53
O/S = 23.76' RT
℄ = 726.81'
EXIST ROW
PROP ROW
PROP EOP
NOT ACP
CONCRETE
INSTALL:
DRIVEWAY (ACP) (1
RC PIPE (CL I [I] (
SET (TY I] (4:1 (
JDW
℄ CR 143 STA 110+80


745
740
735
730
725
720
715
710
755
750
745
740
735
730
725
720
℄ CR 143
VPI = 0+18.00
EL = 726.39'
GRADE SLOPE
5%
0.05%
PROP ROW
VPC 0+85.79
EL. = 720.96'
L = 6.00'
K = 1
VPT 0+91.79
EL. = 720.62'
-3.50%
VPT 0+22.00
EL. = 726.07'
-6.00%
PROP 18" RCP
STA 0+44.15
℄ = 718.57'
VPI = 0+88.79
EL = 720.72'
L = 8.00'
K = 1
VPC 0+14.00
EL. = 726.38'
EXIST 42" RAW WATER LINE
(DEPTH UNKNOWN)
JDW
EXIST OVERHEAD ELECTRIC LINE
℄ CR 143
VPC 0+14.00
EL. = 730.54'
L = 8.00'
K = 1
VPT 0+22.00
EL. = 730.53'
PROP ROW
-3.16%
+3.09%
PROP 18" RCP
STA 0+30.50
℄ = 726.43'
EXIST 42" RAW WATER LINE
(DEPTH UNKNOWN)
VPI = 0+18.00
EL = 730.41'


PROP ROW
BENT #2
℄ CR 143 STA 108+38.00
T223 RAIL
BEGIN BRIDGE
FACE OF BKWL ABUT #1
℄ CR 143 STA 107+88.00
EL = 727.61'
END BRIDGE
FACE OF BKWL ABUT #3
℄ CR 143 STA 108+88.00
EL = 728.61'
EXIST ROW
PROP DITCH
MATCH LINE STA 112+00
PC 111+14.54
R 143
BRIDGE
ROADWAY
N 70° 57' 10.54" E
110+00
℄ CR 143
EXIST ROW
0914-05-219
0914-05-203
TA 107+38.00
END CSJ 0914-05-203
BEGIN CSJ 0914-05-219
℄ CR 143 STA 109+38.00
GUARDRAIL END TREATMENT (1 EA)
MBGF (25 LF)
THRIE BEAM TRANS (1 EA)
CONC MOWSTRIP (1.5 CY)
DRY BERRY CREEK
EXIST PROPERTY LINE
PROPOSED 100' Tx34 I-GIRDER BRIDGE
CR 143
VARIES
PGL
VARIES
4.0% TO 2.0%
NSITION SECTION
STA 107+62
℄ CR 143
PGL
2.0%
NORMAL CROWN SECTION
STA 107+62 TO STA 109+14
NTS
VARIES
℄ CR 143
VARIES
PGL
VARIES
2.0% TO 4.0%
SUPERELEVATION TRANSITION SECTION
STA 109+14 TO STA 112+00
NTS


OVERALL LENGTH OF TYPE T223
RAIL = 128.00' (LT & RT)
OVERALL LENGTH OF BRIDGE = 100'
WING
TX 34 I-GIRDER UNIT (50'-50')
WING
BEGIN BRIDGE
FACE OF BACKWALL ABUT #1
℄ CR 143 STA 107+88.00
EL = 727.61'
T223 RAIL
END BRIDGE
FACE OF BACKWALL ABUT #3
℄ CR 143 STA 108+88.00
EL = 728.61'
VPC 109+60.00
EL. = 729.33'
VPT 111+40.00
EL. = 732.12'
PGL @ ℄ CR 143
-1.00%
+2.10%
VPI = 110+50.00
EL = 730.23'
ex = 0.25'
K = 164
L = 180.00'
14-05-219
14-05-203
107+38.00
BEGIN APPROACH SLAB
℄ CR 143 STA 107+62.91
END CSJ 0914-05-203
BEGIN CSJ 0914-05-219
℄ CR 143 STA 109+38.00
END APPROACH SLAB
℄ CR 143 STA 109+13.09
ST GROUND @ ℄ CR 143
HW(100)=725.26'
HW(25)=723.95'
ULTIMATE LOW CHORD
EL = 723.79
PROP 18" STONE
PROTECTION RIPRAP
PROP 18" STONE
PROTECTION RIPRAP
745
740
735
730
725
720
715
710

Commissioners Court - Regular Session **83.**

Meeting Date: 11/19/2024

CR 314 Letter Agreement

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a letter agreement with Lorey Stabeno to acquire 0.1391 AC water and electric easements for Jarrell-Schwertner Water Supply Corporation and Bartlett Electric needed on the CR 314 project. (Parcel 22E and 22EE). Funding Source: Bonds P364

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/14/2024 12:18 PM
Form Started By: Charlie Crossfield		Started On: 11/13/2024 04:19 PM
Final Approval Date: 11/14/2024		

Sheets & Crossfield, PLLC

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-738-8731 (D) • fax 512-255-8986

john@scrrlaw.com

November 6, 2024

Lorey Stabeno
1020 Old 1460 Trail
Georgetown, Texas 78626

Re: Williamson County, Texas; CR 314, Parcels 22E and 22EE
Jarrell-Schwertner Water Supply Corp. Water Line Easement, and
Bartlett Electrical Utility Easement

Dear Lorey Stabeno,

Please allow this letter to set out my understanding regarding our Agreement for the acquisition of a permanent water line and electrical utility easement by Williamson County, Jarrell-Schwertner Water Supply Corporation, and Bartlett Electric Cooperative, Inc. (collectively the "County") in and across portions of the property owned by you ("Owner") as part of the County's proposed CR 314 improvements ("Project").

By execution of this letter the parties agree as follows:

1. In return for Owner's delivery to County of a fully executed and acknowledged water line easement ("Easement") in and to a 0.1391-acre tract of land (Parcel 22E), said property and easement rights being more particularly described by the terms and metes and bounds in Exhibit "I" attached hereto and incorporated herein, County shall pay Owner the sum of **$16,147.50** in cash or other good funds.

2. In return for Owner's delivery to County of a fully executed and acknowledged electrical utility easement ("Easement") in and to a 0.1391-acre tract of land (Parcel 22EE), said property and easement rights being more particularly described by the terms and metes and bounds in Exhibit "II" attached hereto and incorporated herein, County shall pay Owner the sum of **$16,147.50** in cash or other good funds.

3. The cash sum of sections one through two above, totaling **$32,295.00**, is hereinafter referred to as the full "Purchase Price."

4. If requested by County, the Closing and completion of these transactions shall take place at Longhorn Title Company ("Title Company") within thirty (30) days

after full execution of this Agreement, or at other date and time agreed to between the parties.

5. Upon request, the Owner shall provide reasonable assistance, at no cost to Owner, to cause the Title Company to issue a policy of title insurance, with standard printed exceptions, to County or to the Easement Grantee in completion of this transaction. County shall be responsible for all fees and costs associated with this transaction, except that each party shall be responsible for any attorney's fees they incur. Owner shall assist County and Title Company with any curative measures or mortgage lien joinder, consent or subordination required as a condition of the Closing.

6. Upon completion of (1) the full execution of this Agreement by all parties, and (2) acknowledgment by the Title Company of delivery by County of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after December 6, 2024, to enter and possess the Property prior to Closing for the purpose of completing any and all necessary construction activities associated with the proposed improvement construction project of County.

7. To the extent allowed by law County, its agents and contractors agree to release, indemnify, and otherwise hold Owner harmless from any damages or other losses to owner or any third party resulting from any acts or omissions performed under the limited right of possession herein. The parties further agree to continue to use diligence in assisting with any title curative or lienholder consent measures required by the Contract to expeditiously complete the Closing of the purchase transaction.

8. This Agreement is being made, and the Easements are being delivered, in lieu of condemnation.

If this meets with your understanding, please have this letter executed by the appropriate person where indicated and return it to me, and we will have this approved and signed by the County and process this for payment and closing as quickly as possible.

Please feel free to contact me at any time if you have any questions or concerns about these issues.

Very truly yours,

/s/ John L. Kelley
John L. Kelley
Sheets & Crossfield, PLLC

[signature pages follow]

AGREED:

By: Lorey Stabeno

Name: Lorey Stabeno

Date: 11-8-25

ACCEPTED AND AGREED:

WILLIAMSON COUNTY, TEXAS

By: _____

Bill Gravell, Jr.
County Judge

Date: _____

EXHIBIT "I"

FORM OF WATER LINE EASEMENT & PROPERTY DESCRIPTION FOLLOWS

Jarrell-Schwertner Water Supply Corporation

WATER UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Lorey Stabeno, (hereinafter called "Grantor"), in consideration of ten dollars ($10.00) and other good and valuable consideration paid by Jarrell-Schwertner Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to erect, construct, install, and lay and thereafter access and use, operate, inspect, repair, maintain, replace, upgrade, parallel and remove water distribution lines and appurtenances and any other facilities necessary to serve Grantor's property as well as the Grantee's current and future system wide customers, under, over and across 0.1391 acres of land, more particularly described by metes and bounds in Exhibits "A" attached hereto, together with the right of ingress and egress over Grantor's adjacent lands for the purpose for which the above mentioned rights are granted, but this right shall only be used if reasonable access is not available from an adjacent public right-of-way.

Grantee shall have such other rights and benefits necessary and/or convenient for the full enjoyment and use of the rights herein granted, including without limitation, (1) the reasonable right of ingress and egress over and across lands owned by Grantor which are contiguous to the easement; (2) the reasonable right from time to time to remove any and all paving, undergrowth and other obstructions that may injure Grantee's facilities and appurtenances or interfere with the construction, maintenance, inspection, operation, protection, repair, alteration, testing, replacement, upgrading, paralleling, relocation (as above limited), substitution or removal thereof; (3) the right to abandon-in-place any and all water supply lines, service lines and associated appurtenances, such that Grantee shall have no obligation or liability to Grantor or their successors or assigns to move or remove any such abandoned lines or appurtenances.

No permanent improvements, inconsistent with the Grantee's use of the Easement, such as, but not limited to, houses, barns, sheds, septic fields, stock tanks, or paved parking lots shall be constructed or placed on or within any portion of the permanent Easement. Reserved to the Grantor will be the right to pass back or forth across the Easement on foot or in vehicles; to cultivate or landscape same; to raise crops or gardens thereon; to fence and graze cattle and livestock thereon; to lay out, dedicate, construct, and maintain roads, streets, driveways, and utility lines across the Easement at any angle not less than 45 degrees to said water lines; provided, however, that Grantee's water lines shall not be obstructed, endangered, or interfered with and that said water lines shall always be left with proper cover and sufficient and permanent support.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantor's premises. This agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that they are the owner of the

above described land and that said lands are free and clear of all encumbrances and liens except the following:

_____

_____

_____

Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the easement herein granted to Grantee, or Grantee's successors and assigns, against every person whomsoever claiming, or to claim, the same or any part thereof.

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of the Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

[signature page follows]

IN WITNESS WHEREOF the said Grantors have executed this instrument this _____ day of _____, 20____.

_____
Lorey Stabeno

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF _____

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Lorey Stabeno known to me to be the person(s) whose name(s) is(are) subscribed to the foregoing instrument, and acknowledged to me that he (she) (they) executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ day of _____, 20____

_____ _____County, Texas
(Seal) (Notary Public in and for)

EXHIBIT ____
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.1391 ACRE (6,059 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE A.A. LEWIS SURVEY, ABSTRACT NO. 384, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 22.245 ACRE TRACT OF LAND DESCRIBED IN A GIFT DEED TO LOREY STABENO, RECORDED IN VOLUME 635, PAGE 612 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.1391 ACRE (6,059 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set (Grid coordinates determined as N=10,263,824.77, E=3,155,655.46), being 68.00 feet right of Engineer's baseline station 103+10.77, on the proposed southerly right-of-way (R.O.W.) line of County Road 314 (C.R. 314)(variable ROW width), same point being on the easterly boundary line of that called 3.715 acre tract of land described in Warranty Deed to Theron Vaughan and Ellie Vaughan recorded in Document No. 2020009605, Official Public Records of Williamson County, Texas, same line being the westerly boundary line of said 22.245 acre tract;

THENCE S 21°33'21" E, departing said proposed southerly ROW line, with the common boundary line of said 3.715 acre tract and said 22.245 acre tract, a distance of 10.01 feet to a calculated point (Grid Coordinates determined as: N=10,263,815.47, E=3,155,659.13) for the beginning of a non-tangent curve to the right, the **POINT OF BEGINNING**, and northwesterly corner of the herein described parcel;

THENCE, through the interior of said 22.245 acre tract, the following two (2) courses:

1) with said curve to the right having a radius of **5,922.00 feet**, a delta angle of **01°49'45"**, an arc length of **189.05 feet**, and a chord which bears **N 67°26'32" E**, a distance of **189.04 feet** to a calculated point, for a point of tangency;

2) **N 68°21'24" E** a distance of **416.86 feet** to a calculated point on the westerly ROW line of C.R. 315 (variable ROW width), same line being the easterly boundary line of said 22.245 acre tract, for the northeasterly corner of the herein described parcel, from which a 5/8 inch iron rod with plastic cap stamped "WILLIAMSON COUNTY" set, being 68.00 feet right of Engineer's baseline station 109+18.99, bears N 21°17'33" W, a distance of 10.00 feet;

3) **THENCE, S 21°17'33" E**, with said westerly ROW line of C.R. 315, same line being said easterly boundary line of the 22.245 acre tract, a distance of **10.00 feet** to a calculated point for the southeasterly corner of the herein described parcel;

THENCE, through the interior of said 22.245 acre tract, the following two (2) courses:

4) **S 68°21'24" W** a distance of **416.80 feet** to a calculated point at the beginning of a tangent curve to the left;

5) with said curve to the left having a radius of **5,912.00 feet**, a delta angle of **01°49'56"**, an arc length of **189.06 feet**, and a chord which bears **S 67°26'26" W**, a distance of **189.06 feet** to a calculated point in the common boundary line of said 3.715 acre tract and said 22.245 acre tract, for the southwesterly corner of the herein described parcel, from which a 1/2 inch iron rod found bears S 21°33'21" E, a distance of 1281.72 feet;

6) **THENCE, N 21°33'21" W**, with said common boundary line of the 3.715 acre tract and the 22.245 acre tract, a distance of **10.01 feet** to the **POINT OF BEGINNING**, containing 0.1391 acre (6,059 square feet) of land, more or less.

Bearings are based on the Texas Coordinate System of 1983, Central Zone NAD83 (2011). Coordinates shown hereon are grid values represented in U.S. Survey Feet. All distances shown hereon are surface values represented in U.S. Survey Feet based on a surface-to-grid Combined Adjustment Factor of 0.99985232.

This property description is accompanied by a separate parcel plat.

The use of the word certify or certification on this document only constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either expressed or implied.

The subject tract shown hereon is an easement, monuments were not set for corners.

I, Miguel A. Escobar, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and the property described herein was determined by a survey made on the ground between July 2020 and September 2022, under the direct supervision of M. Stephen Truesdale, LSLS, RPLS No. 4933 (now retired).

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

Inland Geodetics

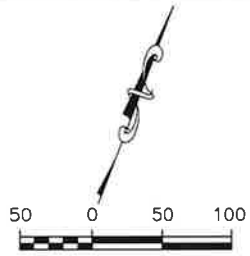
Miguel A. Escobar, L.S.L.S., R.P.L.S.
Texas Reg. No. 5630
1504 Chisholm Trail Rd #103
Round Rock, Tx 78681
TBPELS Firm No. 10059100
Project No: SLAN-001

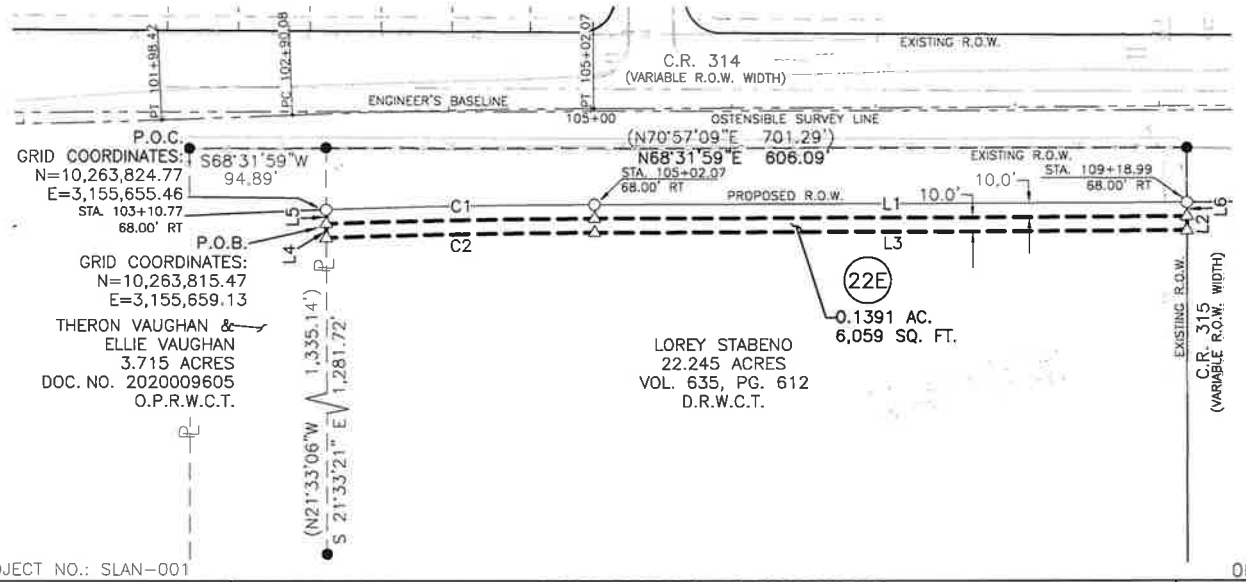
EXHIBIT ___

PLAT TO ACCOMPANY DESCRIPTION

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	5,922.00'	1°49'45"	189.05'	N 67°26'32" E	189.04'
C2	5,912.00'	1°49'56"	189.06'	S 67°26'26" W	189.06'

NO.	BEARING	DISTANCE
L1	N 68°21'24" E	416.86'
L2	S 21°17'33" E	10.00'
L3	S 68°21'24" W	416.80'
L4	N 21°33'21" W	10.01'
L5	S 21°33'21" E	10.01'
L6	N 21°17'33" W	10.00'





PROJECT NO.: SLAN-001

06/26/2024

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

LOREY STABENO

PARCEL 22E
0.1391 AC.
6,059 SQ. FT.

SCALE
1" = 100'

WILLIAMSON COUNTY

PROJECT
C.R. 314

S:\SEILER-LANKES\CR 314\4-DRAWINGS\PARCELS\PARCEL 22-STABENO\PARCEL 22E-STABENO.DWG

EXHIBIT ___

PLAT TO ACCOMPANY DESCRIPTION

NOTES:

1) BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE NAD83 (2011). COORDINATES SHOWN HEREON ARE GRID VALUES REPRESENTED IN U.S. SURVEY FEET. ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A SURFACE-TO-GRID COMBINED ADJUSTMENT FACTOR OF 0.99985232.

2) THE SYMBOLS REFLECTED IN THE LEGEND AND ON THIS SURVEY MAY HAVE BEEN ENLARGED FOR CLARITY. THE SYMBOLS HAVE BEEN PLOTTED AT THE CENTER OF THE FIELD LOCATION AND MAY NOT REPRESENT THE ACTUAL SIZE OR SHAPE OF THE FEATURE.

3) UTILITY INFORMATION SHOWN HEREON CONSTITUTES FIELD RECOVERY OF OBSERVED EVIDENCE OF UTILITIES. LOCATIONS OF UNDERGROUND UTILITIES/STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES/STRUCTURES, SUCH AS ELECTRICAL, TELEPHONE, CABLE TV AND PIPELINES, MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES/STRUCTURES. FOR INFORMATION REGARDING BURIED UTILITIES/STRUCTURES OR BEFORE ANY EXCAVATION IS BEGUN, CONTACT THE APPROPRIATE AGENCIES FOR VERIFICATION OF UTILITY TYPE AND FOR FIELD LOCATION.

4) THE USE OF THE WORD CERTIFY OR CERTIFICATION ON THIS DOCUMENT ONLY CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS OR FINDINGS WHICH ARE THE SUBJECT OF THE CERTIFICATION, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED.

5) THE FOREGOING MAP AND SURVEY ON WHICH IT IS BASED IS ACCOMPANIED BY AND A PART OF SEPARATE METES AND BOUND DESCRIPTION OF THE SUBJECT TRACT.

6) THE SUBJECT TRACT SHOWN HEREON IS AN EASEMENT. MONUMENTS WERE NOT SET FOR CORNERS.

7) REFERENCE IS HEREBY MADE TO THAT CERTAIN TITLE COMMITMENT (THE "TITLE COMMITMENT") ISSUED BY TEXAN TITLE COMPANY, UNDER GF NO. GT2301900, EFFECTIVE 07/02/2023 ISSUED 07/10/2023. THE EASEMENTS AND RESTRICTIONS LISTED ON SCHEDULE B OF THE TITLE COMMITMENT WERE REVIEWED BY THE SURVEYOR AND ARE SHOWN HEREON. SURVEYOR HAS RELIED UPON THE TITLE COMMITMENT AND MADE NO INDEPENDENT INQUIRY AS TO EASEMENTS AND RESTRICTIONS AFFECTING THE PROPERTY, OTHER THAN VISIBLE AND APPARENT EASEMENTS NOTED BY SURVEYOR DURING THE PREPARATION OF THE SURVEY AND REFLECTED HEREON.

LEGEND

●	1/2" IRON ROD FOUND
○	5/8" IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET
√^	BREAK IN SCALE
℄	PROPERTY LINE
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
D.R.W.C.T.	DEED RECORDS, WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
( )	RECORD INFORMATION

SCHEDULE B

10a. (NOT A SURVEY MATTER)

10b. (NOT A SURVEY MATTER)

10c. RIGHT OF WAY EASEMENT DATED JULY 28, 2003, EXECUTED BY LOREY STABENO TO JARRELL-SCHWERTNER WATER SUPPLY CORPORATION, RECORDED UNDER DOCUMENT NO. 2003077027, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (THE LOCATION CANNOT BE DETERMINED FROM RECORD DOCUMENT)

10d. ELECTRIC UTILITY EASEMENT AND COVENANT OF ACCESS DATED JULY 29, 2003, EXECUTED BY LOREY STABENO TO BARTLETT ELECTRIC COOPERATIVE, INC., RECORDED UNDER DOCUMENT NO. 2004022852, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (THE LOCATION CANNOT BE DETERMINED FROM RECORD DOCUMENT)

10e. TERMS, PROVISIONS AND STIPULATIONS OF AN EASEMENT AGREEMENT FOR UTILITIES DATED MARCH 7, 2023, EXECUTED BY THERON VAUGHAN AND ELLIE VAUGHAN TO LOREY STABENO, RECORDED UNDER DOCUMENT NO. 2023023741, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

10f. (NOT A SURVEY MATTER)

10g. SUBJECT TO ANY VISIBLE OR APPARENT EASEMENT(S) OVER, UNDER OR ACROSS SUBJECT PROPERTY.

10h. RIGHTS OF PARTIES IN POSSESSION.

I, MIGUEL A. ESCOBAR, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE DESCRIPTION AND THE ACCOMPANYING SKETCH IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND BETWEEN JULY 2020 AND SEPTEMBER 2022, UNDER THE DIRECT SUPERVISION OF M. STEPHEN TRUESDALE, LSLS, RPLS NO. 4933 (NOW RETIRED).

INLAND GEODETICS

MIGUEL A. ESCOBAR, L.S.L.S., R.P.L.S.
TEXAS REG. NO. 5630
1504 CHISHOLM TRAIL RD #103
ROUND ROCK, TX 78681
TBPELS FIRM NO. 10059100

STATE OF TEXAS
REGISTERED
MIGUEL ANGEL ESCOBAR
5630
PROFESSIONAL
LAND SURVEYOR

PROJECT NO.: SLAN-001

06/26/2024

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

LOREY STABENO

WILLIAMSON COUNTY

PROJECT
C.R. 314

PARCEL 22E
0.1391 AC.
6,059 SQ. FT.

PAGE 4 OF 4

S:\SEILER-LANKES\CR 314\4-DRAWINGS\PARCELS\PARCEL 22-STABENO\PARCEL 22E-STABENO.DWG

EXHIBIT "II"

FORM OF ELECTRICAL UTILITY EASEMENT &
PROPERTY DESCRIPTION FOLLOWS

ELECTRIC UTILITY EASEMENT
AND COVENANT OF ACCESS

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That Lorey Stabeno, of Williamson County, Texas (hereinafter referred to as "Grantor," whether one or more), for the provision of electric service or other good and valuable consideration received the receipt and sufficiency of which is deemed valuable to Grantor and which is hereby expressly acknowledged and accepted by Grantor from Bartlett Electric Cooperative, Inc., a Texas electric cooperative corporation, whose mailing address is P. O. Box 200, Bartlett, Texas 76511, and physical address of 27492 Highway 95, Bartlett, Texas 76511 (hereinafter referred to as "Cooperative"), does hereby grant and convey unto the Cooperative, its successors and assigns, an Easement and right-of-way for above-ground facilities to include, but not be limited to, one or more electric lines and communication devices and/or lines or cables, crossarms, insulators, pole mounted equipment and supports for pole mounted equipment to overhang aerially but not physically touch Grantor's property for electric operations and/or maintenance, each consisting of a variable number of wires and circuits, and all necessary and desirable appurtenances and attachments including, but not limited to, poles, crossarms, guy wires and guy anchorages of varying heights and/or depths ("Easement"), over, across, along and upon all that certain land in Williamson County, Texas (hereinafter referred to as "Grantor's Property") more particularly described in Exhibit "A" attached hereto and incorporated herein by reference for all purposes (the "Easement").

The Easement and its rights and privileges herein granted shall include the right of temporary pedestrian and vehicular ingress and egress on, over, under, across, along and upon Grantor's Property and shall be used for the purposes of providing electric utility service to Grantor and/or others (overhead or underground), including, but not limited to, placing, constructing, reconstructing, operating, inspecting, patrolling, maintaining, removing, improving, upgrading, increasing or reducing the capability, capacity and number of circuits, repairing, and relocating electric and/or communication lines and/or devices, or distribution facilities or equipment, as well as reading any meter or performing any act relating to the provision of utility service.

This Easement, together with all rights and privileges herein granted, shall be a covenant running with the land for the benefit of the Cooperative, its successors and assigns, and such rights and privileges are severable and may be assigned in whole, or in part, as the Cooperative may desire. Grantor covenants that Grantor, Grantor's heirs, successors and assigns shall facilitate and assist Cooperative personnel in exercising Cooperative's rights and privileges herein described at all reasonable times.

The Cooperative shall also have the right to use so much of the remainder of Grantor's Property as may be reasonably necessary to provide electric utility service to Grantor's property including, but not limited to, construction, installation, repair and removal of the facilities that may at any time be necessary, at Cooperative's sole discretion, for the purposes herein specified. In exercising its ingress and egress rights under this instrument, the Cooperative shall use existing roads on Grantor's Property to the extent practicable, and otherwise the Cooperative shall use commercially reasonable efforts to exercise the rights granted in this paragraph in a manner that minimizes the Cooperative's interference with Grantor's use of Grantor's Property.

Should the Grantor erect locked gates or other barriers that include, but not limited to, hostile dogs, the Grantor will provide the Cooperative with convenient means to circumvent the barrier for access without notice. Refusal on the part of the Grantor to provide reasonable access for the above purposes may, at the Cooperative's option, be sufficient cause for discontinuance of service. Alternatively, the Cooperative may move the metering location and other facilities and charge Grantor the cost of relocating all facilities.

The Cooperative shall have the right to clear the Easement of all obstructions or to prevent possible interference with or hazards to the safety, operation, and reliability of any of said lines and/or facilities or devices, including, but not limited to, trimming, cutting down, and/or chemically treating trees, undergrowth, and shrubbery within the

Easement or within such proximity of the Cooperative's facilities so as to be hazardous to such facilities. Grantor shall not construct or locate any structure, building, or obstruction including, but not limited to, impound any water or place any temporary or permanent erection of any mast-type equipment or appurtenances, stock tanks, dams, storage piles, swimming pools, antenna, spas, water wells, and/or oil wells within the Easement that will violate any applicable safety codes or interfere with Cooperative's rights and privileges as herein granted. Cooperative has the right to install, use, maintain, and lock access gates, and to remove or prevent construction on the Easement of any or all buildings, structures, and obstructions at Grantor's expense.

Grantor agrees that the consideration received by the Grantor includes consideration for all damages for the initial construction of the Cooperative's facilities on Grantor's Property as well as all damages, if any, to Grantor's Property which may occur in the future after the initial construction of the Cooperative's facilities on Grantor's Property, directly resulting from the Cooperative's exercise of any of its rights herein granted. The Cooperative shall not be liable for any damages caused by maintaining the easement clear of trees, undergrowth, brush, buildings, structures, and/or obstructions.

Grantor warrants that Grantor is the owner of Grantor's Property and has the right to execute this instrument. Grantor warrants that there are no liens existing against Grantor's Property other than the following liens:

_____

_____

Grantor agrees that all of Cooperative's facilities installed on, over, under, across, along and upon Grantor's Property shall remain the sole property of Cooperative, removable at the sole option of the Cooperative.

TO HAVE AND TO HOLD the Easement and rights unto the Cooperative, its successors and assigns, until all of the Cooperative's lines and facilities shall be abandoned by a fully executed and recorded release of Grantor's Property by the Cooperative and not by removal of any or all Cooperative facilities, and in that event the Easement shall cease and all rights herein granted shall terminate and revert to Grantor, Grantor's heirs, successors or assigns; AND GRANTOR HEREBY BINDS GRANTOR, AND GRANTOR'S HEIRS, EXECUTORS, ADMINISTRATORS, AND SUCCESSORS, TO WARRANT AND FOREVER DEFEND THE EASEMENT AND RIGHTS HEREIN GRANTED UNTO THE COOPERATIVE, ITS SUCCESSORS AND ASSIGNS, AGAINST EVERY PERSON WHOMSOEVER LAWFULLY CLAIMING OR TO CLAIM THE SAME OR ANY PART THEREOF.

_____ _____

Grantor
Lorey Stabeno

Grantor

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
§
COUNTY OF_____ §

This instrument was acknowledged before me on the_____day of_____, 20____, by Lorey Stabeno, the person(s) named as Grantor(s) on the first page of this document.

_____
Notary Public, State of Texas

****

DO NOT WRITE BELOW THIS LINE RESERVED SPACE BELOW FOR RECORDING AT COUNTY

EXHIBIT ____
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.1391 ACRE (6,059 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE A.A. LEWIS SURVEY, ABSTRACT NO. 384, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 22.245 ACRE TRACT OF LAND DESCRIBED IN A GIFT DEED TO LOREY STABENO, RECORDED IN VOLUME 635, PAGE 612 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.1391 ACRE (6,059 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set (Grid coordinates determined as N: 10,263,824.77, E:3,155,655.46), being 68.00 feet right of Engineer's baseline station 103+10.77, on the proposed southerly right-of-way (R.O.W.) line of County Road 314 (C.R. 314)(variable ROW width), same point being on the easterly boundary line of that called 3.715 acre tract of land described in Warranty Deed to Theron Vaughan and Ellie Vaughan recorded in Document No. 2020009605, Official Public Records of Williamson County, Texas, same line being the westerly boundary line of said 22.245 acre tract, at the beginning of a non-tangent curve to the right, for the northwesterly corner and **POINT OF BEGINNING** of the herein described parcel, from which a 1/2 inch iron rod found being the northeasterly corner of said 3.715 acre tract, same point being the northwesterly corner of said 22.245 acre tract, bears N 21°33'21" W, a distance of 43.61 feet;

THENCE, with said proposed southerly ROW line, through the interior of said 22.245 acre tract, the following two (2) courses:

1) with said curve to the right having a radius of **5,932.00 feet**, a delta angle of **01°49'33"**, an arc length of **189.03 feet**, and a chord which bears **N 67°26'38" E**, a distance of **189.03 feet** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 68.00 feet right of Engineer's baseline station 105+02.07, for a point of tangency;

2) **N 68°21'24" E** a distance of **416.92 feet** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 68.00 feet right of Engineer's baseline station 109+18.99, on the westerly ROW line of C.R. 315 (variable ROW width), same line being the easterly boundary line of said 22.245 acre tract, for the northeasterly corner of the herein described parcel;

3) **THENCE, S 21°17'33" E**, with said westerly ROW line of C.R. 315, same line being said easterly boundary line of the 22.245 acre tract, a distance of **10.00 feet** to a calculated point for the southeasterly corner of the herein described parcel;

THENCE through the interior of said 22.245 acre tract, the following two (2) courses:

4) **S 68°21'24" W** a distance of **416.86 feet** to a calculated point at the beginning of a tangent curve to the left;

5) with said curve to the left having a radius of **5,922.00 feet**, a delta angle of **01°49'45"**, an arc length of **189.05 feet**, and a chord which bears **S 67°26'32" W**, a distance of **189.04 feet** to a calculated point in the common boundary line of said 3.715 acre tract and said 22.245 acre tract, for the southwesterly corner of the herein described parcel, from which a 1/2 inch iron rod found bears S 21°33'21" E, a distance of 1281.72 feet;

6) **THENCE, N 21°33'21" W**, with said common boundary line of the 3.715 acre tract and the 22.245 acre tract, a distance of **10.01 feet** to the **POINT OF BEGINNING**, and containing 0.1391 acre (6,059 square feet) of land, more or less.

Bearings are based on the Texas Coordinate System of 1983, Central Zone NAD83 (2011). Coordinates shown hereon are grid values represented in U.S. Survey Feet. All distances shown hereon are surface values represented in U.S. Survey Feet based on a surface-to-grid Combined Adjustment Factor of 0.99985232.

This property description is accompanied by a separate parcel plat.

The use of the word certify or certification on this document only constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either expressed or implied.

The subject tract shown hereon is an easement, monuments were not set for corners.

I, Miguel A. Escobar, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and the property described herein was determined by a survey made on the ground between July 2020 and September 2022, under the direct supervision of M. Stephen Truesdale, LSLS, RPLS No. 4933.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

Inland Geodetics

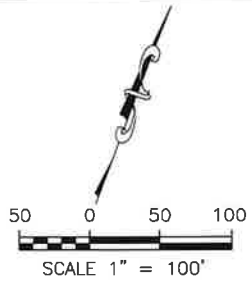
Miguel A. Escobar, L.S.L.S., R.P.L.S.
Texas Reg. No. 5630
1504 Chisholm Trail Rd #103
Round Rock, Tx 78681
TBPELS Firm No. 10059100
Project No: SLAN-001
S:\SEILER-LANKES\CR 314\5-Descriptions-Reports\PARCEL-22EE-STABENO.doc

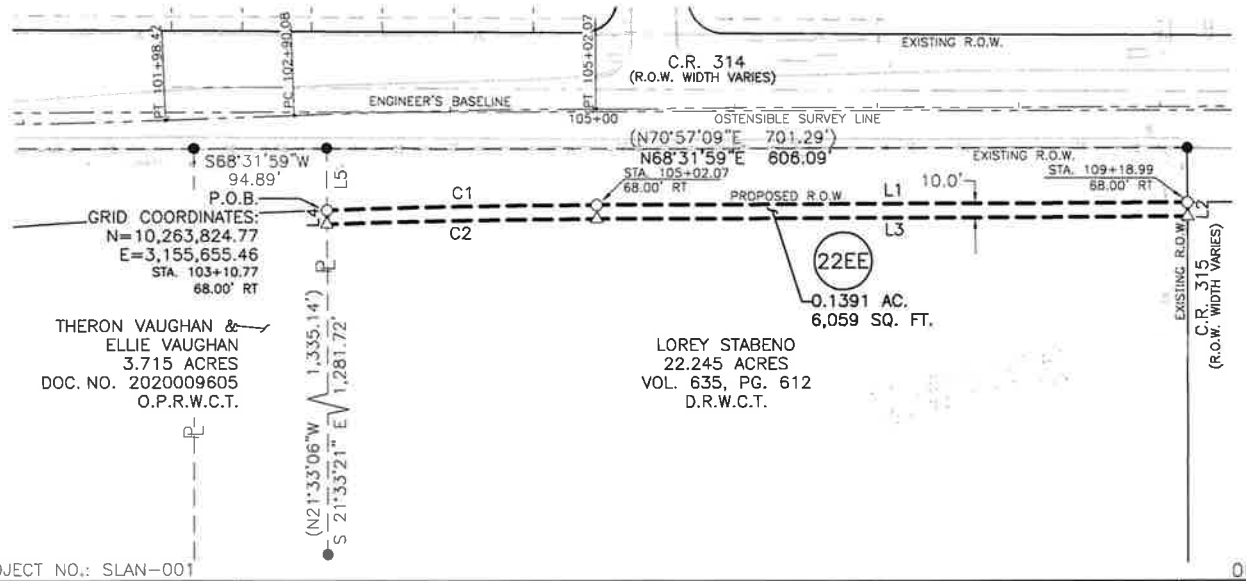
EXHIBIT ___

PLAT TO ACCOMPANY DESCRIPTION

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	5932.00'	1°49'33"	189.03'	189.03'	N 67°26'38" E
C2	5922.00'	1°49'45"	189.05'	189.04'	S 67°26'32" W

LINE	BEARING	DISTANCE
L1	N 68°21'24" E	416.92'
L2	S 21°17'33" E	10.00'
L3	S 68°21'24" W	416.86'
L4	N 21°33'21" W	10.01'
L5	N 21°33'21" W	43.61'





PROJECT NO.: SLAN-001

06/26/2024

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH.(512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

LOREY STABENO

PARCEL 22EE
0.1391 AC.
6,059 SQ. FT.

SCALE 1" = 100'

WILLIAMSON COUNTY

PROJECT C.R. 314

S:\SEILER-LANKES\CR 314\4-DRAWINGS\PARCELS\PARCEL 22-STABENO\PARCEL 22ELEC ESMT-STABENO.DWG

EXHIBIT ___

PLAT TO ACCOMPANY DESCRIPTION

NOTES:

1) BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE NAD83 (2011). COORDINATES SHOWN HEREON ARE GRID VALUES REPRESENTED IN U.S. SURVEY FEET. ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A SURFACE-TO-GRID COMBINED ADJUSTMENT FACTOR OF 0.99985232.

2) THE SYMBOLS REFLECTED IN THE LEGEND AND ON THIS SURVEY MAY HAVE BEEN ENLARGED FOR CLARITY. THE SYMBOLS HAVE BEEN PLOTTED AT THE CENTER OF THE FIELD LOCATION AND MAY NOT REPRESENT THE ACTUAL SIZE OR SHAPE OF THE FEATURE.

3) UTILITY INFORMATION SHOWN HEREON CONSTITUTES FIELD RECOVERY OF OBSERVED EVIDENCE OF UTILITIES. LOCATIONS OF UNDERGROUND UTILITIES/STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES/STRUCTURES, SUCH AS ELECTRICAL, TELEPHONE, CABLE TV AND PIPELINES, MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES/STRUCTURES. FOR INFORMATION REGARDING BURIED UTILITIES/STRUCTURES OR BEFORE ANY EXCAVATION IS BEGUN, CONTACT THE APPROPRIATE AGENCIES FOR VERIFICATION OF UTILITY TYPE AND FOR FIELD LOCATION.

4) THE USE OF THE WORD CERTIFY OR CERTIFICATION ON THIS DOCUMENT ONLY CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS OR FINDINGS WHICH ARE THE SUBJECT OF THE CERTIFICATION, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED.

5) THE FOREGOING MAP AND SURVEY ON WHICH IT IS BASED IS ACCOMPANIED BY AND A PART OF SEPARATE METES AND BOUND DESCRIPTION OF THE SUBJECT TRACT.

6) THE SUBJECT TRACT SHOWN HEREON IS AN EASEMENT. MONUMENTS WERE NOT SET FOR CORNERS.

7) REFERENCE IS HEREBY MADE TO THAT CERTAIN TITLE COMMITMENT (THE "TITLE COMMITMENT") ISSUED BY TEXAN TITLE COMPANY, UNDER GF NO. GT2301900, EFFECTIVE 07/02/2023 ISSUED 07/10/2023. THE EASEMENTS AND RESTRICTIONS LISTED ON SCHEDULE B OF THE TITLE COMMITMENT WERE REVIEWED BY THE SURVEYOR AND ARE SHOWN HEREON. SURVEYOR HAS RELIED UPON THE TITLE COMMITMENT AND MADE NO INDEPENDENT INQUIRY AS TO EASEMENTS AND RESTRICTIONS AFFECTING THE PROPERTY, OTHER THAN VISIBLE AND APPARENT EASEMENTS NOTED BY SURVEYOR DURING THE PREPARATION OF THE SURVEY AND REFLECTED HEREON.

LEGEND

●	1/2" IRON ROD FOUND
○	5/8" IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET
√\	BREAK IN SCALE
P.L.	PROPERTY LINE
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
D.R.W.C.T.	DEED RECORDS, WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
( )	RECORD INFORMATION

SCHEDULE B

10a. (NOT A SURVEY MATTER)

10b. (NOT A SURVEY MATTER)

10c. RIGHT OF WAY EASEMENT DATED JULY 28, 2003, EXECUTED BY LOREY STABENO TO JARRELL-SCHWERTNER WATER SUPPLY CORPORATION, RECORDED UNDER DOCUMENT NO. 2003077027, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (THE LOCATION CANNOT BE DETERMINED FROM RECORD DOCUMENT)

10d. ELECTRIC UTILITY EASEMENT AND COVENANT OF ACCESS DATED JULY 29, 2003, EXECUTED BY LOREY STABENO TO BARTLETT ELECTRIC COOPERATIVE, INC., RECORDED UNDER DOCUMENT NO. 2004022852, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (THE LOCATION CANNOT BE DETERMINED FROM RECORD DOCUMENT)

10e. TERMS, PROVISIONS AND STIPULATIONS OF AN EASEMENT AGREEMENT FOR UTILITIES DATED MARCH 7, 2023, EXECUTED BY THERON VAUGHAN AND ELLIE VAUGHAN TO LOREY STABENO, RECORDED UNDER DOCUMENT NO. 2023023741, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

10f. (NOT A SURVEY MATTER)

10g. SUBJECT TO ANY VISIBLE OR APPARENT EASEMENT(S) OVER, UNDER OR ACROSS SUBJECT PROPERTY.

10h. RIGHTS OF PARTIES IN POSSESSION.

I, MIGUEL A. ESCOBAR, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE DESCRIPTION AND THE ACCOMPANYING SKETCH IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND BETWEEN JULY 2020 AND SEPTEMBER 2022, UNDER THE DIRECT SUPERVISION OF M. STEPHEN TRUESDALE, LSLS, RPLS NO. 4933.

INLAND GEODETICS

MIGUEL A. ESCOBAR, L.S.L.S., R.P.L.S.
TEXAS REG. NO. 5630
1504 CHISHOLM TRAIL RD #103
ROUND ROCK, TX 78681
TBPELS FIRM NO. 10059100

STATE OF TEXAS
REGISTERED
MIGUEL ANGEL ESCOBAR
5630
PROFESSIONAL
LAND SURVEYOR

PROJECT NO.: SLAN-001

06/26/2024

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

LOREY STABENO

WILLIAMSON COUNTY

PROJECT C.R. 314

PARCEL 22EE
0.1391 AC.
6,059 SQ. FT.

S:\SEILER-LANKES\CR 314\4-DRAWINGS\PARCELS\PARCEL 22-STABENO\PARCEL 22ELEC ESMT-STABENO.DWG

Commissioners Court - Regular Session **84.**

Meeting Date: 11/19/2024

Bagdad Rd. @ CR 279 Relocation Claim

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on 2 claims for moving expenses related to the right of way acquisition on Bagdad Rd. Parcel 16. Funding Source: Road Bonds P343

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

claim

claim

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/14/2024 12:20 PM
Form Started By: Charlie Crossfield		Started On: 11/13/2024 04:28 PM
Final Approval Date: 11/14/2024		

CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information

1. Name of Claimant(s) Earnest Simmons	Parcel No: 16	County: Williamson
	Project: CR 279 / Bagdad Road	

☒ Residence ☐ Business ☐ Farm ☐ Nonprofit ☐ Sign ☐ Other

2. Address of Property Acquired by State:
[redacted]

Claimant's Telephone No.: 512-507-3717

3. Address Moved To:
[redacted]

4. Occupancy of Property Acquired by State:
From (Date): 1995 | To (Date of Move): 11/04/2024
☐ Owner/Occupant ☒ Tenant

5. Distance Moved: 155 Miles

7. Mover's Name and Address:
Hubbard Trucking, LLC
1530 CR 330
Burnet, Texas 78611
512-755-3298

6. Controlling Dates	Mo.	Day	Yr.
a. First Offer in Negotiation	04	04	2024
b. Date Property Acquired			
c. Date Required to Move	11	25	2024

8. Property Storage (attach explanation)
From (Date): To (Date of Move): **N/A**

Place Stored (Name and Address):
N/A

10. Temporary Lodging (attach explanation)
From (Date): To (Date of Move): **N/A**

9. Amount of Claim:	
a. Moving Expenses	$1,650.00
b. Reestablishment Expenses	$
c. Searching Expenses	$
d. Tangible Property Loss	$
e. Storage	$
f. Temporary Lodging	$
g. Total Amount	**$1,650.00**

11. All amounts shown in Block 9 were necessary and reasonable and are supported by attached receipts. Payment of this claim is requested. I certify that I have not submitted any other claim for, or received reimbursement for, an item of expense in this claim, and that I will not accept reimbursement or compensation from any other source for any item of expense paid pursuant to this claim. I further certify that all property was moved and installed at the address shown in Block 3, above, in accordance with the invoices submitted and agreed terms of the move and that all information submitted herewith or included herein is true and correct.

11-8-24 Earnest Simmons
Claimant

Date of Claim:

Claimant

Spaces Below to be Completed by Williamson County

I certify that I have examined this claim and substantiating documentation attached herewith and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses, and this claim is recommended for payment as follows:

Amount of $ 1,650.00

11-8-2024
Date

Relocation Agent

Date

Williamson County Judge

RIGHT OF WAY OF TEXAS, LLC

6101 W. COURTYARD DRIVE, BLDG. 1, STE. 125, AUSTIN, TX 78730
(O) (512) 372.6220 (F) (512) 372.6221

November 8, 2024

TO: Lisa Dworaczyk, Sheets and Crossfield

FROM: Danny Jackson, Right of Way of Texas

SUBJECT: Move Claim Personal Property Storage Building Only
Hubbard Trucking, LLC

Williamson County
Bagdad Road
Parcel 16
Earnest Simmons

Forms included with this submission include:

Move Claim Actual Cost Moving
Invoice from Hubbard Trucking, LLC
W-9 Hubbard Trucking, LLC
Certificate of Eligibility
Signed Direct Payment to Vendor form
Move Estimate
Approval of Exception to have move longer than 50 miles
Vacancy Pictures
Replacement Pictures
Displacement Pictures
90-day relocation letter
30-day relocation letter
Contact reports

REMARKS

This move claim is for the moving of the personal property storage shed from parcel 16 on Bagdad Road. Because the move is further than the 50 mile limit an exception was granted for the additional miles. This move is just for the shed there will be a separate move claim for the contents of the shed.

We have verified that this move has been completed and recommend payment.

If you have any questions or need any additional information, please do not hesitate to call me at 512-922-5930.

Hubbard Trucking, LLC

Chris Hubbard, President

1530 CR 330 Burnet, TX. 78611

512-755-3298

chris@hubbardtruckingllc.com

Invoice to move one 12x20 portable storage building from 1631 CR 279, Liberty Hill, TX to 1057 County Road 652, Devine, TX. For Ernie Simmons

$1,650.

Thank you for the opportunity to serve you!

Chris Hubbard

CERTIFICATION OF ELIGIBILITY

Project: Bagdad Road
Parcel: 16

Displacee: Earnest Simmons

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.

Earnest

Claimant

Date: 11-8-24

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:

AGREEMENT FOR DIRECT PAYMENT TO VENDOR

Williamson County
Bagdad Road / CR 279
Parcel 16 Earnest Simmons

The undersigned displacee hereby agrees that payment for relocation services identified on the attached scope of work will be made to **Hubbard Trucking** (vendor). This agreement is void without a signed scope of work attached. Williamson County, Texas, (County) reserves the right and responsibility of determining the "reasonable and necessary" charges for the move as is customary in the industry. **Earnest Simmons** (displacee) understands anything not included in the attached scope of work must be pre-approved by the County in order to ensure its eligibility for reimbursement. The vendor understands that the County will not be able to make any reimbursements for the pre-approved scope of services until displace authorizes release of the payment.

John C Hubbard — 10/22/24
Vendor's Signature, Hubbard Trucking — Date

John C Hubbard
Vendor's Name (Printed).

Earnest Simmons — 10/23/24
Displacee's Signature, Earnest Simmons — Date

Earnest Simmons
Displacee's Name (Printed), Earnest Simmons

Lisa Dworaczyk — 10/23/24
Williamson County, Texas Representative, Signature — Date

Lisa Dworaczyk
Williamson County, Texas Representative, Name (Printed)

Hubbard Trucking, LLC

Chris Hubbard, President

1530 CR 330 Burnet, TX. 78611

512-755-3298

chris@hubbardtruckingllc.com

Quote to move one 12x20 portable storage building from 1631 CR 279, Liberty Hill, TX to 1057 County Road 652, Devine, TX.. We do need access at both properties for a pick up and 22 foot trailer.

$1,650.

Thank you and we look forward to serving you!

Chris Hubbard

Contact Notes

Project Bagdad Road
Parcel 16
Name Blake Stifflemire

Date	Comments
	[redacted] Atty; Lee Jarred [redacted]
	[redacted]
	[redacted]
02-19-24 02-21-24	Email to Lee Jarred to obtain contact information for executor of the estate and the displacee's. Spoke with Lee Jarred got information and contact information with executor Kathy Canady.
02-21-24 02-22-24 03-13-24	Called Kathy and left message for her to call me to discuss relocation on this parcel. I received call back from Katy Canady and set a time to meet at parcel to inspect. Met with Kathy Canady on parcel to inspect and take pictures she is the executor of the estate and not the displacee she got my information and said she would have the displacee Blake Stifflemire call me to set a time to meet.
03-20-24 04-01-24	Call to Lee Jarred to let him know the status of the parcel . Kathy called to set up meeting with myself and displacee Bake Stifflemire.
04-11-24	Met with Kathy Canady and Blake Stifflemire and Earnest Simmons to discuss relocation. I also discussed with Earnest Simmons his relocation eligibility. The mobile home was not impacted by the acquisition, and he is not considered displaced, the storage building, and the carport were appraised as real property and therefore not eligible to be relocated however the items located within the storage building are eligible to be relocated. This was explained to Ernie. I explained that because the owner of the property was the Estate that he would be treated as a tenant and be eligible for tenant relocation benefits.

04-24-24	I called Ernie Simmn to go over his concerns regarding his mobile home and his storage building and carport. Mr. Simmons has a storage building and a carport that are his personal property, however these were paid for a real estate in the appraisal, Mr. Simmons wants these items to be changed for real property to persona property at which time they can be relocated, I ask him to send me email to affect.
04-25-24 05-01-24	Sent an email to Ernie Simmons asking him to respond with an email asking the County to explain that the shed and carport are his personal property. Received an email from Mr. Simmons stating that the shed and carport are his property, and he would like compensation to have them moved. He also stated that the mobile home needed to be relocated.
05-07-24 05-08-24	Sent information regarding the mobile home and the shed and carport to Sheets and Crossfield for their review. Sent Ernie email letting him know that I sent his information to the County and would let him know once I hear back.
06-05-24	Received email from Don Childs that Ernie could keep the carport, but the County wanted the shed, but he would have to move at his own expense they also state that he was not displaced.
06-07-24 06-10-24	90-day letter was sent. Called Ernie Simmon to let him know what the county said regarding the shed and carport and the mobile home he was very upset he state the Shed and the carport are his and that no one had the right to sell them. I asked him if he had any proof of the purchase, and he said he did so I ask him to send to me.
06-13-24 06-20-24	Ernie sent me copies of the invoice for the shed and carport where he purchased them. I let him know that I would send them to the County. Sent information on carport and shed to Don Childs for his review and determination of status.
07-15-24 07-18-24	Sent Ernie an email letting him know that I was still waiting on a reply from the county regarding his improvements. 90-day letter came back because not picked up so resent regular mail.
07-26-24 08-09-24	I received an email from Don Childs that the MH is not displaced and that he could have the Shed and Carport moved. Called Ernie Simmons and explained the set back and that the MH was not displaced he still arguses that it is, and I asked him again to send me an email explain his situation and I would pass on, I also explained that the shed and carport could be declared his persona property and that I needed cost estimates for the move. I also cautioned that

11-04-24	for him not to contract with any mover until I get the estimates approved. He said he would send me move estimates when he got them. Shed moved.
11-05-24	Prepared move claim for shed move.

CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information

1. Name of Claimant(s) Earnest Simmons	Parcel No: 16 Project: CR 279 / Bagdad Road	County: Williamson

☒ Residence ☐ Business ☐ Farm ☐ Nonprofit ☐ Sign ☐ Other

2. Address of Property Acquired by State: [redacted] Claimant's Telephone No.: 512-507-3717	3. Address Moved To: [redacted]
4. Occupancy of Property Acquired by State: From (Date): 1995 | To (Date of Move): 11/04/2024 ☐ Owner/Occupant ☒ Tenant	5. Distance Moved: 155 Miles 7. Mover's Name and Address: Lone Star Pro Moving, LLC 2112 Blake Manor Road Manor, Texas 78653 512-585-4424

6. Controlling Dates	Mo.	Day	Yr.
a. First Offer in Negotiation	04	04	2024
b. Date Property Acquired			
c. Date Required to Move	11	24	2024

8. Property Storage (attach explanation)
From (Date): To (Date of Move): **N/A**

Place Stored (Name and Address):
N/A

10. Temporary Lodging (attach explanation)
From (Date): To (Date of Move): **N/A**

9. Amount of Claim:	
a. Moving Expenses	$3,437.10
b. Reestablishment Expenses	$
c. Searching Expenses	$
d. Tangible Property Loss	$
e. Storage	$
f. Temporary Lodging	$
g. Total Amount	**$3,437.10**

11. All amounts shown in Block 9 were necessary and reasonable and are supported by attached receipts. Payment of this claim is requested. I certify that I have not submitted any other claim for, or received reimbursement for, an item of expense in this claim, and that I will not accept reimbursement or compensation from any other source for any item of expense paid pursuant to this claim. I further certify that all property was moved and installed at the address shown in Block 3, above, in accordance with the invoices submitted and agreed terms of the move and that all information submitted herewith or included herein is true and correct.

11-8-24 Earnest Simmons
Claimant

Date of Claim:

Claimant

Spaces Below to be Completed by Williamson County

I certify that I have examined this claim and substantiating documentation attached herewith and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses, and this claim is recommended for payment as follows:

Amount of $3,437.10

11-8-2024
Date

Relocation Agent

Date

Williamson County Judge

RIGHT OF WAY OF TEXAS, LLC

6101 W. COURTYARD DRIVE, BLDG. 1, STE. 125, AUSTIN, TX 78730
(O) (512) 372.6220 (F) (512) 372.6221

November 8, 2024

TO: Lisa Dworaczyk, Sheets and Crossfield

FROM: Danny Jackson, Right of Way of Texas

SUBJECT: Move Claim Contents of Storage Building
Lone Star Pro Moving, LLC

Williamson County
Bagdad Road
Parcel 16
Earnest Simmons

Forms included with this submission include:

Move Claim Actual Cost Moving
Invoice #000015 from Lone Star Pro Moving, LLC
W-9 Lone Star Pro Moving, LLC
Certificate of Eligibility
Signed Direct Payment to Vendor form
Move Estimate
Approval of Exception to have move longer than 50 miles
Vacancy Pictures
Displacement Pictures
90-day relocation letter
30-day relocation letter
Contact reports

REMARKS

This move claim is for the moving of the personal property within the storage shed from parcel 16 on Bagdad Road. Because the move is further than the 50 mile limit an exception was granted for the additional miles. This move is for the personal property items located within the shed there is a separate move claim for the shed.

We have verified that this move is completed and recommend payment.

If you have any questions or need any additional information, please do not hesitate to call me at 512-922-5930.

Lonestar Pro Moving
21112 Blake Manor Rd
Manor, TX 78653 United States
(512) 585-4424

Invoice #000015

Issue date
Nov 6, 2024

Lonestar Pro Moving

Thank you for choosing Lonestar Pro Moving

Customer
Williamson County
danny.jackson@rowtx.com

Invoice Details
PDF created November 6, 2024
$3,437.10
Service date November 4, 2024

Payment
Due November 6, 2024
$3,437.10

Items	Quantity	Price	Amount
	1	$3,350.00	$3,350.00

Subtotal	$3,350.00
Sales Tax	$87.10

Total Due $3,437.10

Pay online

To pay your invoice go to https://squareup.com/u/uZ3Xc8he
Or open the camera on your mobile device and place the QR code in the camera's view.

CERTIFICATION OF ELIGIBILITY

Project: Bagdad Road
Parcel: 16

Displacee: Earnest Simmons

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.

Earnest Simmons
Claimant

Date: 11-8-24

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:

AGREEMENT FOR DIRECT PAYMENT TO VENDOR

Williamson County
Bagdad Road / CR 279
Parcel 16 Earnest Simmons

The undersigned displacee hereby agrees that payment for relocation services identified on the attached scope of work will be made to Lonestar Pro Moving (vendor). This agreement is void without a signed scope of work attached. Williamson County, Texas, (County) reserves the right and responsibility of determining the "reasonable and necessary" charges for the move as is customary in the industry. Earnest Simmons (displacee) understands anything not included in the attached scope of work must be pre-approved by the County in order to ensure its eligibility for reimbursement. The vendor understands that the County will not be able to make any reimbursements for the pre-approved scope of services until displace authorizes release of the payment.

R. Rdgz — 10/21/24

Vendor's Signature, Lonestar Pro Moving — **Date**

Ray Rodriguez

Vendor's Name (Printed), Lonestar Pro Moving

Earnest — 10/23/24

Displacee's Signature, Earnest Simmons — **Date**

Earnest Simmons

Displacee's Name (Printed), Earnest Simmons

Lisa Dworaczyk — 10/23/24

Williamson County, Texas Representative, Signature — **Date**

Lisa Dworaczyk

Williamson County, Texas Representative, Name (Printed)

LONESTAR PRO MOVING

Prepared For: Earnie Simmons
Date: October 14, 2024

Service to be completed:

Move all belongings from the car port as well as belongings inside of outdoor shed.
We will then transport everything from Liberty Hill, TX and unload in Devine, TX.

Mileage: 150 miles
Total estimated time: 12 hours

Moving Service - $2,600
Trip Fee - $750

TOTAL: $3,350

Contact Notes

Project Bagdad Road
Parcel 16
Name Blake Stifflemire

Date	Comments
	Kathy Canady Atty; Lee Jarred [redacted]
	Blake Stifflemire [redacted]
	Ernie Simmons [redacted]
02-19-24 02-21-24	Email to Lee Jarred to obtain contact information for executor of the estate and the displacee's. Spoke with Lee Jarred got information and contact information with executor Kathy Canady.
02-21-24 02-22-24 03-13-24	Called Kathy and left message for her to call me to discuss relocation on this parcel. I received call back from Katy Canady and set a time to meet at parcel to inspect. Met with Kathy Canady on parcel to inspect and take pictures she is the executor of the estate and not the displacee she got my information and said she would have the displacee Blake Stifflemire call me to set a time to meet.
03-20-24 04-01-24	Call to Lee Jarred to let him know the status of the parcel . Kathy called to set up meeting with myself and displacee Bake Stifflemire.
04-11-24	Met with Kathy Canady and Blake Stifflemire and Earnest Simmons to discuss relocation. I also discussed with Earnest Simmons his relocation eligibility. The mobile home was not impacted by the acquisition, and he is not considered displaced, the storage building, and the carport were appraised as real property and therefore not eligible to be relocated however the items located within the storage building are eligible to be relocated. This was explained to Ernie. I explained that because the owner of the property was the Estate that he would be treated as a tenant and be eligible for tenant relocation benefits.

04-24-24	I called Ernie Simmn to go over his concerns regarding his mobile home and his storage building and carport. Mr. Simmons has a storage building and a carport that are his personal property, however these were paid for a real estate in the appraisal, Mr. Simmons wants these items to be changed for real property to persona property at which time they can be relocated, I ask him to send me email to affect.
04-25-24 05-01-24	Sent an email to Ernie Simmons asking him to respond with an email asking the County to explain that the shed and carport are his personal property. Received an email from Mr. Simmons stating that the shed and carport are his property, and he would like compensation to have them moved. He also stated that the mobile home needed to be relocated.
05-07-24 05-08-24	Sent information regarding the mobile home and the shed and carport to Sheets and Crossfield for their review. Sent Ernie email letting him know that I sent his information to the County and would let him know once I hear back.
06-05-24	Received email from Don Childs that Ernie could keep the carport, but the County wanted the shed, but he would have to move at his own expense they also state that he was not displaced.
06-07-24 06-10-24	90-day letter was sent. Called Ernie Simmon to let him know what the county said regarding the shed and carport and the mobile home he was very upset he state the Shed and the carport are his and that no one had the right to sell them. I asked him if he had any proof of the purchase, and he said he did so I ask him to send to me.
06-13-24 06-20-24	Ernie sent me copies of the invoice for the shed and carport where he purchased them. I let him know that I would send them to the County. Sent information on carport and shed to Don Childs for his review and determination of status.
07-15-24 07-18-24	Sent Ernie an email letting him know that I was still waiting on a reply from the county regarding his improvements. 90-day letter came back because not picked up so resent regular mail.
07-26-24 08-09-24	I received an email from Don Childs that the MH is not displaced and that he could have the Shed and Carport moved. Called Ernie Simmons and explained the set back and that the MH was not displaced he still arguses that it is, and I asked him again to send me an email explain his situation and I would pass on, I also explained that the shed and carport could be declared his persona property and that I needed cost estimates for the move. I also cautioned that

11-04-24	for him not to contract with any mover until I get the estimates approved. He said he would send me move estimates when he got them. Shed moved.
11-05-24	Prepared move claim for shed move.

Commissioners Court - Regular Session **85.**

Meeting Date: 11/19/2024

CR 110N Resolution for Condemnation

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (2.381acres) required for the construction of CR 110N. (Equity Trust d/b/a Sterling Trust fbo Albert H. Barschmid III / Parcel 3) Funding Source: TANS P588

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/14/2024 12:22 PM
Form Started By: Charlie Crossfield		Started On: 11/13/2024 04:31 PM
Final Approval Date: 11/14/2024		

IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to that certain tract of land being 2.381 acres (Parcel 3) described by metes and bounds in Exhibit "A" owned by **EQUITY TRUST D/B/A STERLING TRUST fbo ALBERT H. BARSCHMID III,** for the purpose of constructing, reconstructing, maintaining, and operating the County Road 110N roadway improvements ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibit "A" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____.

_____
Bill Gravell, Jr.
Williamson County Judge

EXHIBIT __A____
PROPERTY DESCRIPTION

DESCRIPTION OF A 2.381 ACRE (103,705 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE JOHN McQUEEN SURVEY, ABSTRACT NO. 426 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 20.51 ACRE TRACT OF LAND CITED IN GENERAL WARRANTY DEED TO EQUITY TRUST d/b/a STERLING TRUST fbo ALBERT H. BARSCHMID III RECORDED IN DOCUMENT NO. 2010045952, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 10.51 ACRE TRACT OF LAND DESCRIBED IN A GENERAL WARRANTY DEED TO STANLEY D. BROKHAUSEN AND WIFE, GLADYS K. BROKHAUSEN RECORDED IN VOLUME 717, PAGE 116, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 2.381 ACRE (103,705 SQUARE FOOT) PARCEL OF LAND BEING SURVEYED ON THE GROUND IN NOVEMBER AND DECEMBER, 2021, AND JANUARY, 2022 UNDER THE DIRECT SUPERVISION OF M. STEPHEN TRUESDALE, L.S.L.S., R.P.L.S. AND IN JUNE AND JULY, 2024, UNDER THE DIRECT SUPERVISION OF MIGUEL A. ESCOBAR, L.S.L.S., R.P.L.S., AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found for the southeasterly corner of said 10.51 acre tract, and the northeasterly corner of that called 28.00 acre tract of land described in Warranty Deed With Vendor's Lien to Jimmy C. Webb and wife, Virginia M. Webb recorded in Volume 707, Page 182, of the Deed Records of Williamson County, Texas, in the westerly boundary line of Lot 45, Block "D", VALLEY VISTA, a subdivision of record in Cabinet P, Slides 18-20, of the Plat Records of Williamson County, Texas;

THENCE, South 72°00'09" West, departing said Lot 45, with the northerly boundary line of said 28.00 acre tract, and the southerly boundary line of said 10.51 acre tract and said 20.51 acre tract for a distance of 511.86 feet, to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set in the proposed easterly Right-of-Way (ROW) line of County Road (C.R.) 110, 83.00 feet right of proposed CR 110 Baseline Station 391+63.75 (Grid Coordinates determined as N=10,196,040.57, E=3,149,860.43, Texas Coordinate System of 1983, Central Zone), for the southeasterly corner and POINT OF BEGINNING of the herein described parcel;

1) **THENCE, South 72°00'09" West**, departing said proposed easterly ROW line, continuing with said common boundary line, for a distance of **231.50 feet,** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 100.00 feet left of proposed CR 110 Baseline Station 390+21.97 in the proposed westerly ROW line of said C.R. 110 (ROW width varies), for the southwesterly corner of the herein described parcel, from which the calculated southwesterly corner of said 10.51 acre tract, same being the southeasterly corner of that called 10.00 acre tract of land cited in said Equity Trust General Warranty Deed and described in a Deed to Stanley D. Brokhausen and wife, Gladys K. Brokhausen recorded in Volume 658, Page 408, of the Deed Records of Williamson County, Texas, on the south

line of said 20.51 acre tract bears, with said common boundary line, South 72°00'09" West, at a distance of 233.03 feet;

THENCE, departing said 28.00 acre tract, through the interior of said 10.51 acre tract and said 20.51 acre tract, with said proposed westerly ROW line, the following three (3) courses:

2) **North 19°46'12" East**, for a distance of **112.91 feet,** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 100.00 feet left of proposed CR 110 Baseline Station 391+34.88, for an ell corner;

3) **South 70°13'48" East**, for a distance of **17.00 feet,** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 83.00 feet left of proposed CR 110 Baseline Station 391+34.88, for an ell corner;

4) **North 19°46'12" East**, for a distance of **504.84 feet,** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 83.00 feet left of proposed CR 110 Baseline Station 396+39.72 in the northerly boundary line of said 10.51 acre tract and said 20.51 acre tract, same being in the southerly boundary line of that called 15.4742 acre tract of land described in General Warranty Deed With Vendor's Lien to H. Brandon Bailey and Sharon L. Bailey recorded in Document No. 1996049790, of the Official Records of Williamson County, Texas, for the northwesterly corner of the herein described parcel, and from which, a 1/2-inch iron rod found, being the southwesterly corner of said 15.4742 acre tract, same being the southeasterly corner of that called 13.0343 acre tract of land described in General Warranty Deed With Vendor's Lien to Sharon L. Bailey and Herdon Brandon Bailey recorded in Document No. 2005004684, of the Official Public Records of Williamson County, Texas, bears partially with the northerly boundary line of said 10.51 acre tract, said 10.00 acre tract, and said 20.51 acre tract, on the southerly boundary line of said 15.4742 acre tract, South 68°13'06" West, at a distance of 657.63 feet, pass the calculated common corner of said 10.51 acre tract, and said 10.00 acre tract and continuing for a total distance of 732.02 feet;

5) **THENCE**, **North 68°13'06" East**, departing said proposed westerly ROW line, with said common boundary line, for a distance of **221.82 feet,** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set in the proposed easterly ROW line of said C.R. 110, being 83.00 feet right of proposed CR 110 Baseline Station 397+86.85, for the northeasterly corner of the herein described parcel, and from which, a 1/2-inch iron rod found for the southeasterly corner of said 15.4742 acre tract, and the northeasterly corner of said 10.51 acre tract in the westerly boundary line of said Lot 45, bears North 68°13'06" East, at a distance of 99.13 feet;

6) **THENCE, South 19°46'12" West**, departing said 15.4742 acre tract, through the interior of said 10.51 acre tract, and said 20.51 acre tract for a distance of **623.10 feet** to the **POINT OF BEGINNING**, containing 2.381 acres (103,705 square feet) of land, more or less, within these metes and bounds.

Bearings are based on the Texas Coordinate System of 1983, Central Zone, NAD 83(2011). All distances are surface values represented in US Survey Feet based on a Grid-to-Surface Combined Adjustment Factor of 1.00012.

The use of the word "certify" or "certification" on this document only constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either expressed or implied.

The foregoing metes and bounds description, and survey on which it was based, is accompanied by and a part of a survey map of the subject tract.

THE STATE OF TEXAS §
§ KNOWN ALL MEN BY THESE PRESENT
COUNTY OF WILLIAMSON §

I, Miguel A. Escobar, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and the property described herein was determined by a survey made on the ground during the months of November and December, 2021, and January, 2022 under the direct supervision of M. Stephen Truesdale, L.S.L.S., R.P.L.S. and in June and July, 2024 under my supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas on this 13th of August, 2024, A.D.

INLAND GEODETICS

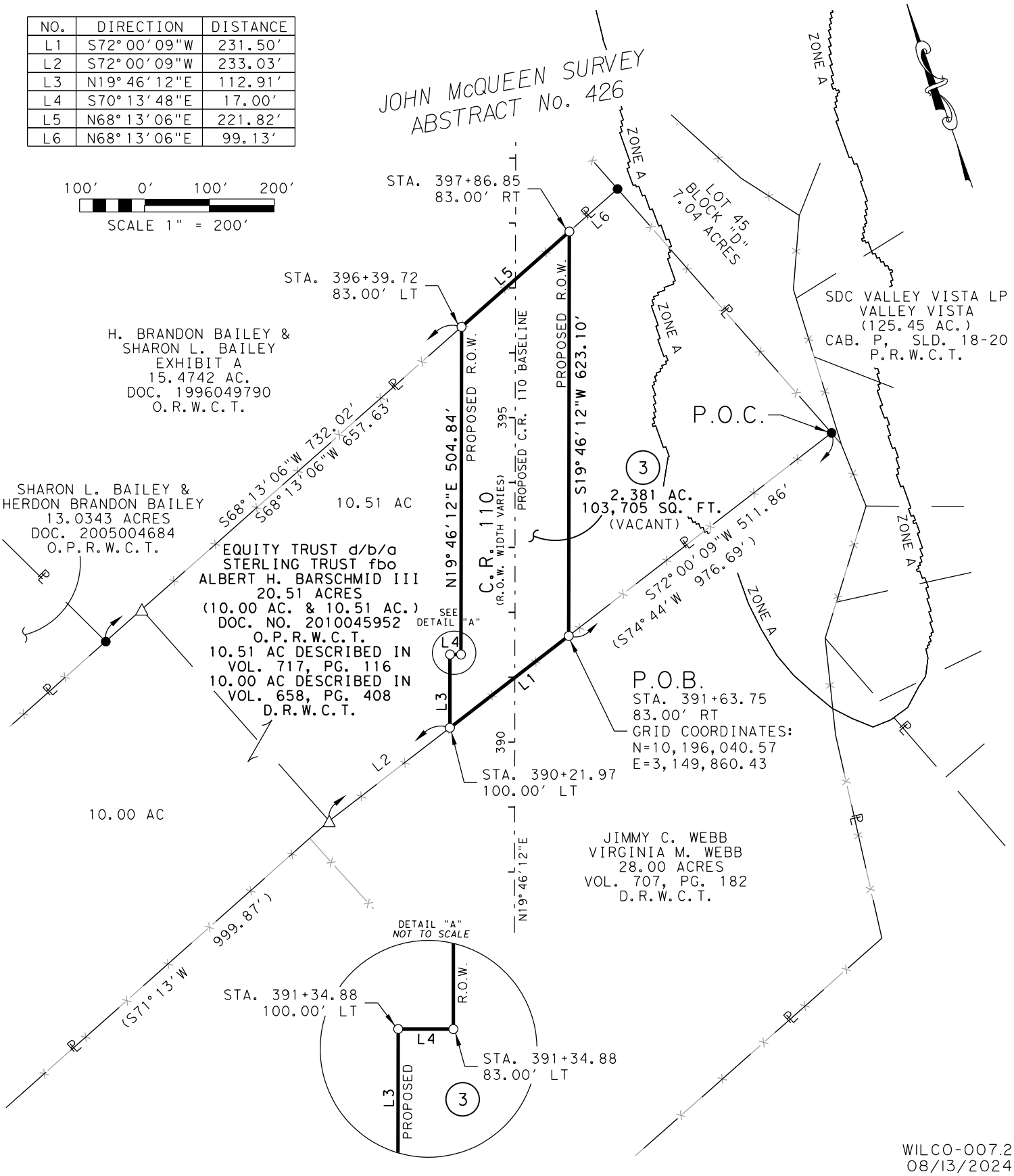
Miguel A. Escobar, L.S.L.S., R.P.L.S.
Texas Reg. No. 5630
1504 Chisholm Trail Rd #103
Round Rock, TX 78681
TBPELS Firm No. 10059100
Proj No. WILCO-007.2

P:\Projects\Williamson County (WilCo)\WilCo-007.2-WA#2 CR 110\5 -Descriptions-Reports\PARCEL 3-EQUITY TRUST\WILCO-007.2-PARCEL 3-EQUITY TRUST.docx

EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION

NO.	DIRECTION	DISTANCE
L1	S72°00'09"W	231.50'
L2	S72°00'09"W	233.03'
L3	N19°46'12"E	112.91'
L4	S70°13'48"E	17.00'
L5	N68°13'06"E	221.82'
L6	N68°13'06"E	99.13'



WILCO-007.2
08/13/2024

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF
EQUITY TRUST d/b/a STERLING TRUST fbo ALBERT H. BARSCHMID III

SCALE	PROJECT	COUNTY
1" = 200'	COUNTY ROAD 110	WILLIAMSON

PARCEL 3
2.381 ACRES
103,705 Sq. Ft.

P:\Projects\Williamson County (WilCo)\WilCo-007.2-WA#2 CR 110\4 -Drawings\PARCELS\3-EQUITY TRUST\EQUITY-TRUST.dgn

EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

○	5/8" IRON ROD WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET	P.O.B.	POINT OF BEGINNING
⊙	1/2" IRON ROD WITH PLASTIC OR ALUMINUM CAP FOUND - AS NOTED	P.O.C.	POINT OF COMMENCING
●	1/2" IRON ROD FOUND	( )	RECORD INFORMATION
△	CALCULATED POINT	P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
℄	PROPERTY LINE	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
	DENOTES COMMON OWNERSHIP	O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
	LINE BREAK	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
		—X—	WIRE FENCE

TEXAN TITLE INSURANCE COMPNAY
GF NO. GT2402706
SCHEDULE B

10a. EASEMENT DATED JUNE 3, 1940, EXECUTED BY MRS. VICTOR ERICSON, A WIDOW TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 299, PAGE 311 (511), DEED RECORDS, WILLIAMSON COUNTY, TEXAS.
(THE LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT.)

10b. RIGHT OF WAY EASEMENT DATED JANUARY 3, 1977, EXECUTED BY ROY LUTZ TO JONAH WATER SUPPLY CORP., RECORDED IN VOLUME 662, PAGE 564, DEED RECORDS, WILLIAMSON COUNTY, TEXAS.
(THE LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT.)

10c. RIGHT OF WAY EASEMENT DATED OCTOBER 23, 1976, EXECUTED BY ROY LUTZ TO TEXAS POWER & LIGHT COMPANY AND GENERAL TELEPHONE COMPANY, RECORDED IN VOLUME 705, PAGE 796, DEED RECORDS, WILLIAMSON COUNTY, TEXAS.
(THE LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT.)

10d. EASEMENT AND RIGHT OF WAY DATED SEPTEMBER 8, 1977, EXECUTED BY ROY LUTZ TO TEXAS POWER & LIGHT COMPANY AND GENERAL TELEPHONE COMPANY, RECORDED IN VOLUME 711, PAGE 815, DEED RECORDS, WILLIAMSON COUNTY, TEXAS.
(THE LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT.)

10e. SUBJECT TO ANY VISIBLE OR APPARENT EASEMENT(S) OVER, UNDER OR ACROSS SUBJECT PROPERTY.

10f. RIGHTS OF PARTIES IN POSSESSION.

10g. NOT A SURVEY MATTER

10h. NOT A SURVEY MATTER

10i. "ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE SURVEY OF THE LAND."

WILCO-007.2
08/13/2024

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF
EQUITY TRUST d/b/a
STERLING TRUST fbo
ALBERT H. BARSCHMID III

SCALE	PROJECT	COUNTY
1" = 200'	COUNTY ROAD 110	WILLIAMSON

PARCEL 3
2.381 ACRES
103,705 Sq. Ft.

P:\Projects\Williamson County (WilCo)\WilCo-007.2-WA#2 CR 110\4 -Drawings\PARCELS\3-EQUITY TRUST\EQUITY-TRUST.dgn

EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION

NOTES:

1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE, NAD83 (2011). ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR OF 1.00012.

2. REFERENCE IS HEREBY MADE TO THAT CERTAIN TITLE COMMITMENT (THE "TITLE COMMITMENT") ISSUED BY TEXAN TITLE INSURANCE COMPANY, UNDER GF NO. GT2402706, EFFECTIVE APRIL 16, 2024, ISSUED APRIL 23, 2024. THE EASEMENTS AND RESTRICTIONS LISTED ON SCHEDULE B OF THE TITLE COMMITMENT WERE REVIEWED BY THE SURVEYOR AND ARE SHOWN HEREON. SURVEYOR HAS RELIED UPON THE TITLE COMMITMENT AND MADE NO INDEPENDENT INQUIRY AS TO EASEMENTS AND RESTRICTIONS AFFECTING THE PROPERTY, OTHER THAN VISIBLE AND APPARENT EASEMENTS NOTED BY SURVEYOR DURING THE PREPARATION OF THE SURVEY AND REFLECTED HEREON.

3. THE SYMBOLS REFLECTED IN THE LEGEND AND ON THIS SURVEY MAY HAVE BEEN ENLARGED FOR CLARITY. THE SYMBOLS HAVE BEEN PLOTTED AT THE CENTER OF THE FIELD LOCATION AND MAY NOT REPRESENT THE ACTUAL SIZE OR SHAPE OF THE FEATURE.

4. BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE X (NOT SHADED) - AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AS DEFINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48491C0505F THAT BEARS AN EFFECTIVE/REVISED DATE OF 12/20/2019. THE SURVEYOR MAKES NO ASSURANCE AS TO THE ACCURACY OF THE DELINEATIONS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP. THIS STATEMENT IS FOR INSURANCE PURPOSES ONLY AND IS NOT AN OPINION THAT THE PROPERTY WILL OR WILL NOT FLOOD. A FLOOD STUDY WAS NOT CONDUCTED ON THE PROPERTY.

5. THE USE OF THE WORD CERTIFY OR CERTIFICATION ON THIS DOCUMENT ONLY CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS OR FINDINGS WHICH ARE THE SUBJECT OF THE CERTIFICATION, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED.

6. ALL REFERENCES TO RECORD DATA (RECORD=***) INDICATE INFORMATION AS CITED IN VOL. 717, PG. 408, D.R.W.C.T.

7. THE FOREGOING MAP AND SURVEY ON WHICH IT IS BASED IS ACCOMPANIED BY AND A PART OF SEPARATE METES AND BOUND DESCRIPTION OF THE SUBJECT TRACT.

CALCULATED	ACQUISITION	REMAINING
10.51 AC 457,816 SQ FT	2.381 AC 103,705 SQ FT	8.129 AC 354,111 SQ FT

I CERTIFY THAT THIS MAP WAS PREPARED FROM A SURVEY MADE ON THE GROUND IN NOVEMBER AND DECEMBER, 2021, AND JANUARY, 2022 UNDER THE DIRECT SUPERVISION OF M. STEPHEN TRUESDALE, L.S.L.S., R.P.L.S. AND IN JUNE AND JULY, 2024 UNDER MY SUPERVISION.

08/13/2024

MIGUEL A. ESCOBAR DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5630
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

STATE OF TEXAS
REGISTERED
MIGUEL ANGEL ESCOBAR
5630
PROFESSIONAL
LAND SURVEYOR

WILCO-007.2
08/13/2024

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF
EQUITY TRUST d/b/a
STERLING TRUST fbo
ALBERT H. BARSCHMID III

SCALE	PROJECT	COUNTY
1" = 200'	COUNTY ROAD 110	WILLIAMSON

PARCEL 3
2.381 ACRES
103,705 Sq. Ft.

P:\Projects\Williamson County (WilCo)\WilCo-007.2-WA#2 CR 110\4 -Drawings\PARCELS\3-EQUITY TRUST\EQUITY-TRUST.dgn

Commissioners Court - Regular Session **86.**

Meeting Date: 11/19/2024

CR 143 Resolution for Condemnation

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (1.611acres) required for the construction of CR 143. (Michael Alan Strong, Linda Irvine Strong and Jon P. Strong / Parcel 3) Funding Source: LRTP P457

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/14/2024 12:24 PM
Form Started By: Charlie Crossfield		Started On: 11/13/2024 04:33 PM
Final Approval Date: 11/14/2024		

IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to that certain tract of land being 1.611 acres (Parcel 3) described by metes and bounds in Exhibit "A" owned by **MICHAEL ALAN STRONG, LINDA IRVINE STRONG AND JON P. STRONG,** for the purpose of constructing, reconstructing, maintaining, and operating the County Road 143 roadway improvements ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibit "A" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____.

_____
Bill Gravell, Jr.
Williamson County Judge

EXHIBIT "A"

County: Williamson
Parcel No.: 3 June 28, 2024
Highway: C.R. 143
Limits: From: Approximately 850 feet west of Dry Berry Creek
To: Approximately 670 feet east of Dry Berry Creek

PROPERTY DESCRIPTION FOR PARCEL 3

DESCRIPTION OF A 1.611 ACRE (70,156 SQ. FT.) PARCEL OF LAND LOCATED IN THE WILLIAM ROBERTS SURVEY, BLOCK NO. 4, SECTION NO. 4, ABSTRACT NO. 524, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A REMAINDER OF A CALLED 279.954 ACRE TRACT OF LAND, DESCRIBED AS TRACT TWO IN A DEED TO LINDA IRVINE STRONG (AS TO AN UNDIVIDED 50% INTEREST), ALONG WITH JON P. STRONG AND MICHAEL ALAN STRONG (AS TO AN UNDIVIDED 50% INTEREST), RECORED JULY 26, 2019 IN DOCUMENT NO. 2019068288 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), BEING FURTHER DESCRIBED IN VOLUME 414, PAGE 626 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS (D.R.W.C.TX.); SAID 1.611 ACRE (70,156 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found on the existing south right-of-way line of County Road 143 (C.R. 143), a variable width right-of-way, no record information found, for the northeast corner of a called 2.12 acre tract of land, described in a deed to Chisholm Trail Water Supply Corporation, recorded in Volume 1061, Page 852 of the Official Records of Williamson County, Texas (O.R.W.C.TX.), same being the northwest corner of a called 124.24 acre tract of land, described in a deed to West Georgetown Development Co., recorded in Volume 947, Page 816, D.R.W.C.TX.;

THENCE S 68°57'50" W, with the existing south right-of-way line of said C.R. 143, a distance of 1,307.54 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,241,358.27, E=3,138,758.11) set 19.29 feet right of C.R. 143 Engineer's Centerline Station (E.C.S.) 116+69.69 on the existing south right-of-way line of C.R. 143, for the northeast corner and **POINT OF BEGINNING** of the parcel described herein;

THENCE departing the existing south right-of-way line of said C.R. 143, with the proposed south right-of-way line of said C.R. 143, over and across said Tract Two, the following seven (7) courses and distances numbered 1-7:

1) S 21°50'15" E, a distance of 48.71 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 68.00 feet right of C.R. 143 E.C.S. 116+69.69, for the southeast corner of the parcel described herein,

2) S 68°09'45" W, a distance of 382.11 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 68.00 feet right of C.R. 143 E.C.S 112+87.57, for the beginning of a curve to the right,

3) With said curve to the right, through a central angle of 02°55'08", having a radius of 3,458.00 feet, an arc length of 176.16 feet, and a chord which bears S 69°29'37" W, a distance of 176.14 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 68.00 feet right of C.R. 143 E.C.S 111+14.72,

4) S 70°57'11" W, a distance of 552.09 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 68.00 feet right of C.R. 143 E.C.S 105+62.63, for the beginning of a curve to the left,

5) With said curve to the left, through a central angle of 03°31'48", having a radius of 3,322.00 feet, an arc length of 204.68 feet, and a chord which bears S 69°11'16" W, a distance of 204.64 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 68.00 feet right of C.R. 143 E.C.S 103+53.77,

6) S 67°25'22" W, a distance of 298.06 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 68.00 feet right of C.R. 143 E.C.S 100+55.70, for the southwest corner of the parcel described herein, and

7) N 22°34'38" W, a distance of 40.49 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 27.51 feet right of C.R. 143 E.C.S. 100+55.70 on the existing south right-of-way line of said C.R. 143, for the northwest corner of the parcel described herein;

8) **THENCE** N 68°57'50" E, departing the proposed right-of-way line of said C.R. 143, with the existing south right-of-way line of said C.R. 143 and north line of said Tract Two, a distance of 1,612.97 feet to the **POINT OF BEGINNING**, and containing 1.611 acres (70,156 sq. ft.) of land.

This property description is accompanied by a separate plat of even date.

Bearing Basis:
All bearings shown are based on the Texas Coordinate System, Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.0001378609. Units: U.S. Survey Feet.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300

6/28/2024

Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

EXHIBIT "A"

C.R. 143 ENGINEER'S
CENTERLINE CURVE DATA
PI Sta 112+01.13
N = 10,241,201.69
E = 3,138,316.04
Δ = 02°55'12" (LT)
D = 01°41'25"
L = 172.77'
T = 86.41'
R = 3,390.00'
PC Sta 111+14.72
PT Sta 112+87.50

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S21°50'15"E	48.71'

BURRELL EAVES SURVEY
BLOCK NO. 5, SECTION NO. 5
ABSTRACT NO. 216

JAMES DAVID WOLF
TRACT ONE
A CALLED 423.90 AC.
DOC. NO. 2009089202
O.P.R.W.C.TX.

C.R. 143
ENGINEER'S
CENTERLINE

C.R. 143
(VARIABLE WIDTH ROW
NO RECORD INFORMATION FOUND)

EXISTING ROW

PI 116+69.98
N68°39'29"E
116.33'
POT 117+86.31

APPROXIMATE LOCATION OF SURVEY LINE

115+00

MATCH LINE 4 OF 6

N68°57'50"E
1,612.97

P.O.B.
N=10,241,358.27
E=3,138,758.11
116+69.69
19.29' RT

(S71°00'W 772 VARAS)

S68°57'50"W 1,307.54'
EXISTING ROW
(S71°00'W 430.88')

P.O.C.

L1

PROPOSED ROW

S68°09'45"W
382.11

116+69.69
68.00' RT

3 (1.611 AC.)

R

R

LINDA IRVINE STRONG (AS TO AN UNDIVIDED 50% INTEREST)
ALONG WITH JON P. STRONG AND
MICHAEL ALAN STRONG (AS TO AN UNDIVIDED 50% INTEREST)
TRACT TWO
REMAINDER OF
A CALLED 279.954 AC.
DOC. NO. 2019068288
O.P.R.W.C.TX.

FURTHER DESCRIBED IN
VOL. 414, PG. 626
D.R.W.C.TX.

CHISHOLM TRAIL WATER
SUPPLY CORPORATION
A CALLED 2.12 AC.
VOL. 1061, PG. 852
O.R.W.C.TX.

WEST GEORGETOWN
DEVELOPMENT CO.
A CALLED 124.24 AC.
VOL. 947, PG. 816
D.R.W.C.TX.

WILLIAM ROBERTS SURVEY
BLOCK NO. 4, SECTION NO. 4
ABSTRACT NO. 524

N

100 0 50 100

GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

REF. FIELD NOTE NO. 49379
FILE:\\saminc\AUS\PROJECTS\1019052774A\100\Survey\03Exhibits\P-3\P-3_CR 143_R2_Surface_1.dgn

EXISTING	*275.908 AC.	ACQUIRE	1.611 AC.	REMAINING	274.297 AC. RIGHT

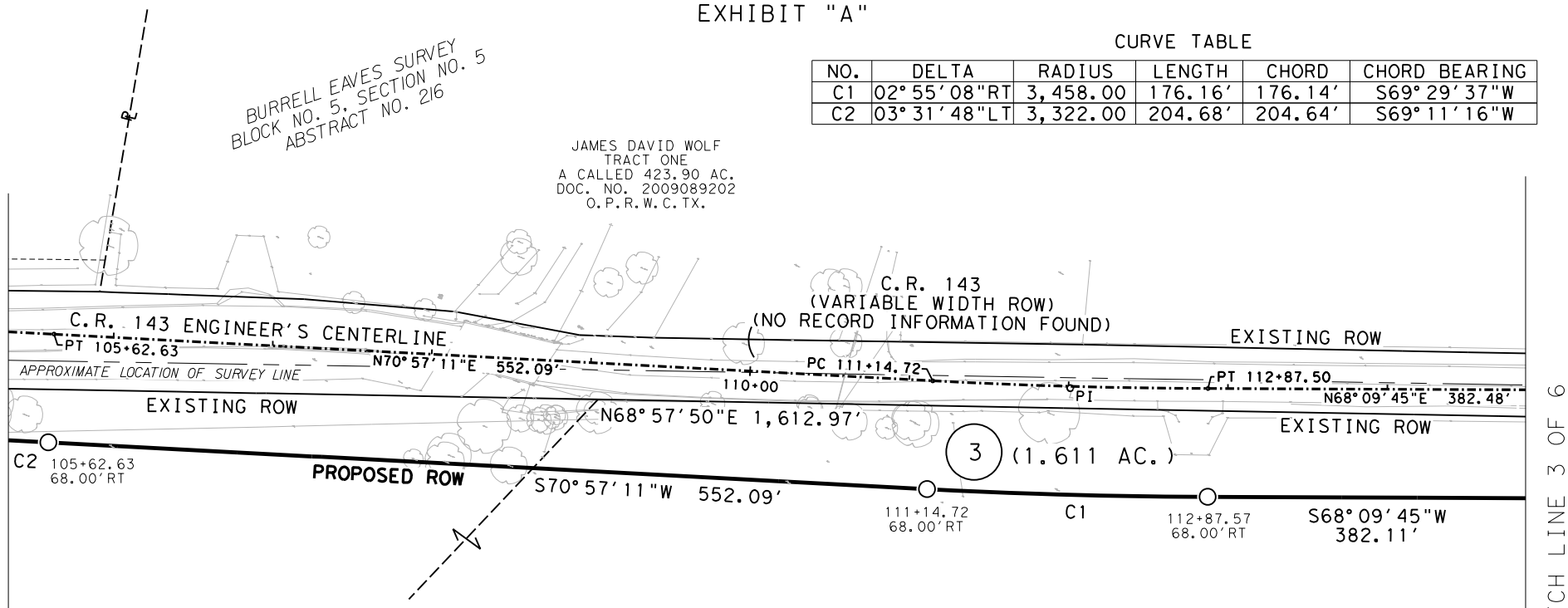
SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
LINDA IRVINE STRONG ALONG WITH
JON P. STRONG AND
MICHAEL ALAN STRONG
PARCEL 3
1.611 AC. (70,156 SQ. FT.)

EXHIBIT "A"

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	02°55'08"RT	3,458.00	176.16'	176.14'	S69°29'37"W
C2	03°31'48"LT	3,322.00	204.68'	204.64'	S69°11'16"W



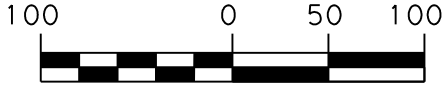
C.R. 143 ENGINEER'S
CENTERLINE CURVE DATA
PI Sta 104+58.23
N = 10,240,959.23
E = 3,137,613.76
Δ = 03°31'48" (RT)
D = 01°41'25"
L = 208.87'
T = 104.47'
R = 3,390.00'
PC Sta 103+53.77
PT Sta 105+62.63

C.R. 143 ENGINEER'S
CENTERLINE CURVE DATA
PI Sta 112+01.13
N = 10,241,201.69
E = 3,138,316.04
Δ = 02°55'12" (LT)
D = 01°41'25"
L = 172.77'
T = 86.41'
R = 3,390.00'
PC Sta 111+14.72
PT Sta 112+87.50

LINDA IRVINE STRONG (AS TO AN UNDIVIDED 50% INTEREST)
ALONG WITH JON P. STRONG AND
MICHAEL ALAN STRONG (AS TO AN UNDIVIDED 50% INTEREST)
TRACT TWO
REMAINDER OF
A CALLED 279.954 AC.
DOC. NO. 2019068288
O.P.R.W.C.TX.

FURTHER DESCRIBED IN
VOL. 414, PG. 626
D.R.W.C.TX.

WILLIAM ROBERTS SURVEY
BLOCK NO. 4, SECTION NO. 4
ABSTRACT NO. 524



GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

REF. FIELD NOTE NO. 49379
FILE:\\saminc\AUS\PROJECTS\1019052774A\100\Survey\03Exhibits\P-3\P-3_CR 143_R2_Surface_2.dgn

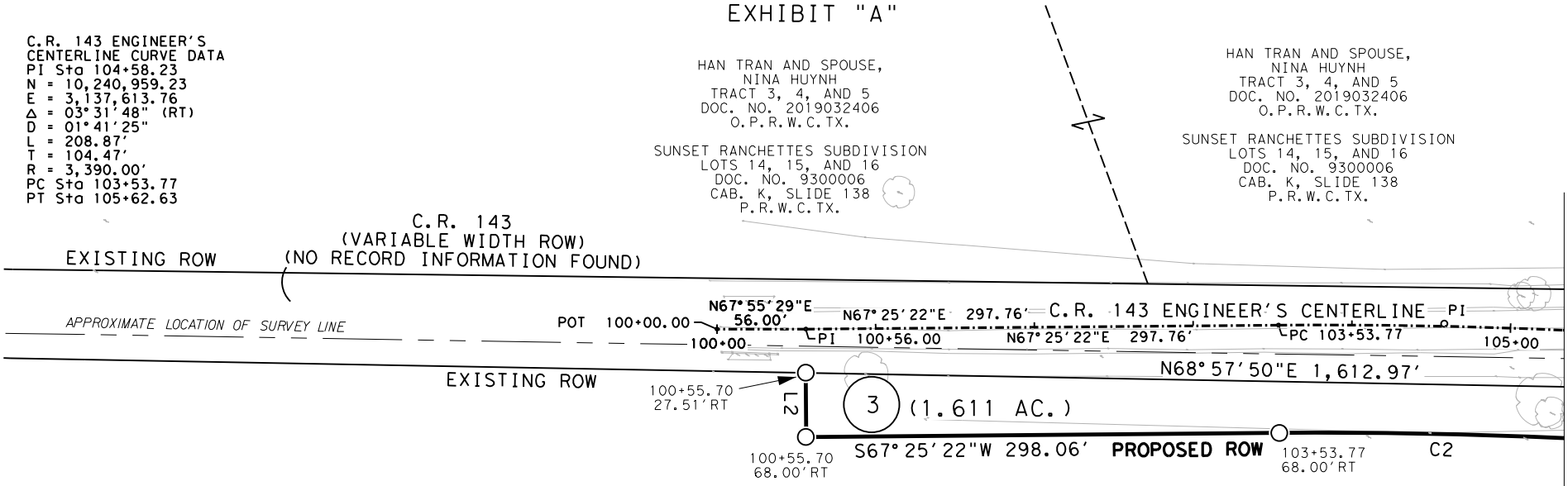
EXISTING	*275.908 AC.	ACQUIRE	1.611 AC.	REMAINING	274.297 AC. RIGHT

SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
LINDA IRVINE STRONG ALONG WITH
JON P. STRONG AND
MICHAEL ALAN STRONG
PARCEL 3
1.611 AC. (70,156 SQ. FT.)

EXHIBIT "A"

C.R. 143 ENGINEER'S
CENTERLINE CURVE DATA
PI Sta 104+58.23
N = 10,240,959.23
E = 3,137,613.76
Δ = 03°31'48" (RT)
D = 01°41'25"
L = 208.87'
T = 104.47'
R = 3,390.00'
PC Sta 103+53.77
PT Sta 105+62.63



MATCH LINE 4 OF 6

LINE TABLE

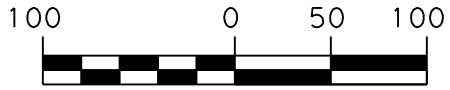
LINE NO.	BEARING	DISTANCE
L2	N22°34'38"W	40.49'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C2	03°31'48"LT	3,322.00	204.68'	204.64'	S69°11'16"W

LINDA IRVINE STRONG (AS TO AN UNDIVIDED 50% INTEREST)
ALONG WITH JON P. STRONG AND
MICHAEL ALAN STRONG (AS TO AN UNDIVIDED 50% INTEREST)
TRACT TWO
REMAINDER OF
A CALLED 279.954 AC.
DOC. NO. 2019068288
O.P.R.W.C.TX.

FURTHER DESCRIBED IN
VOL. 414, PG. 626
D.R.W.C.TX.



GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

REF. FIELD NOTE NO. 49379
FILE:\\saminc\AUS\PROJECTS\1019052774A\100\Survey\03Exhibits\P-3\P-3_CR 143_R2_Surface_1.dgn

EXISTING	*275.908 AC.	ACQUIRE	1.611 AC.	REMAINING	274.297 AC. RIGHT

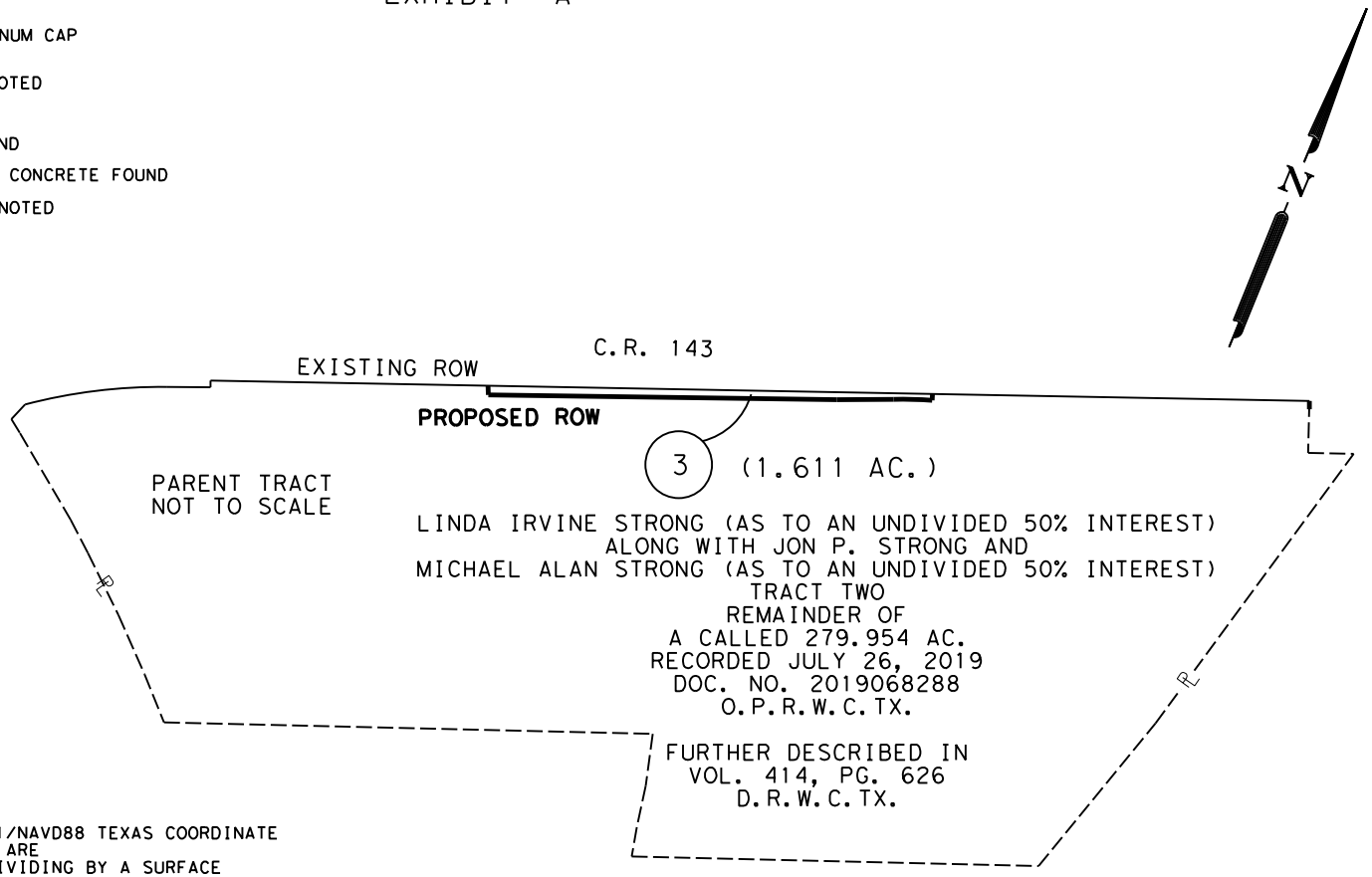
SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
LINDA IRVINE STRONG ALONG WITH
JON P. STRONG AND
MICHAEL ALAN STRONG
PARCEL 3
1.611 AC. (70,156 SQ. FT.)

LEGEND

○	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND UNLESS NOTED
⬡	FENCE POST (TYPE NOTED)
■	TYPE I CONCRETE MONUMENT FOUND
⊡	TXDOT TYPE II BRONZE DISK IN CONCRETE FOUND
⊙	1/2" IRON PIPE FOUND UNLESS NOTED
▲	80D NAIL FOUND
⊕	MAGNAIL FOUND
◎	SPINDLE FOUND
✖	RAILROAD TIE
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
—/——	DISTANCE NOT TO SCALE
———1——	DEED LINE (COMMON OWNERSHIP)
----------	EASEMENT LINE

EXHIBIT "A"



NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.0001378609. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF TITLE REPORT, THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. C.R. 143 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM WILLIAMSON COUNTY ROAD AND BRIDGE. SCHEMATIC RECEIVED BY SAM, LLC. IN AUGUST, 2022.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM,LLC.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Scott C. Brashear

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

6/28/2024

DATE

REF. FIELD NOTE NO. 49379

FILE:\\saminc\AUS\PROJECTS\1019052774A\100\Survey\03Exhibits\P-3\P-3_CR 143_R2_Surface_1.dgn

EXISTING	*275.908 AC.	ACQUIRE	1.611 AC.	REMAINING	274.297 AC. RIGHT

SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
LINDA IRVINE STRONG ALONG WITH
JON P. STRONG AND
MICHAEL ALAN STRONG
PARCEL 3
1.611 AC. (70,156 SQ. FT.)

Commissioners Court - Regular Session **87.**

Meeting Date: 11/19/2024

FY 25 Capital Improvement Program

Submitted By: Pam Navarrette, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action to approve the projects and budgets for the 2025 Capital Improvement Programs, as well as the 2015 Certificate of Obligation, 2013 Park Bond, 2019 Park Bond, and Long Range Transportation (LTP).

Background

In the FY25 General Fund Budget, $16,700,000 was funded for the Capital Improvement Plan from cash ending. Attached are the financial reports that provide the details for the CIP program. The attached financial report also provides available balances for the 2015 Certificate of Obligation,2013 Park Bond,and 2019 Park Bond. The CIP request list is also attached.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CIP List

Financial Summary

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/14/2024 01:09 PM
Form Started By: Pam Navarrette		Started On: 11/14/2024 11:54 AM
Final Approval Date: 11/14/2024		

Unallocated September 30, 2024 (Funds available to be assigned to projects)

2015 CO: $31,377.32

2013 Park: $239,396.83

2019 Park: $1,209,425.72

2025 CIP: $16,262,000*

2025 LRTP/CIP: $4,408,665

*Previously allocation for 2025 CIP:

Demo of North Addition H Jail $250,000

Jail Intercom System Upgrade $388,000

Through 11/13/2024

Project	Project Name	Revenue	Budget	Actual Cost	Commitment Amount	Total Cost	Funds Available	Notes
			2015 CO					
P356	2015 CO NON-DEPARTMENTAL	$ 699,470.26	$ 710,236.45	$ 678,859.13	$ -	$ 678,859.13	$ 31,377.32	Unallocated funds
P476	Justice Complex Improvements	$ 45,000.00	$ 45,000.00	$ 45,000.00	$ -	$ 45,000.00	$ -	
P536	Central Maintenance Service Road	$ 405,193.00	$ 405,193.00	$ 16,175.00	$ -	$ 16,175.00	$ 389,018.00	
P540	Jail Renovations Phase II	$ 280,375.56	$ 280,375.56	$ 280,375.56	$ -	$ 280,375.56	$ -	
P548	JP4 HUTTO REMODEL	$ 1,277,796.17	$ 1,277,796.17	$ 816,412.67	$ -	$ 816,412.67	$ 461,383.50	
P587	HISTORIC COURTHOUSE REPAIRS	$ 16,068.00	$ 16,068.00	$ 11,334.60	$ -	$ 11,334.60	$ 4,733.40	
P595	New District,County,AG Court	$ 304,117.22	$ 304,117.22	$ 296,395.22	$ 7,722.00	$ 304,117.22	$ -	
	2015 CO--Total:	*$ 3,028,020.21*	*$ 3,038,786.40*	*$ 2,144,552.18*	*$ 7,722.00*	*$ 2,152,274.18*	*$ 886,512.22*	
			2018 CIP					
P476	JUSTICE CTR SECURITY IMPROV	$ 286,187.69	$ 400,000.00	$ 299,632.69	$ -	$ 299,632.69	$ 100,367.31	
			2019 CIP					
P519	JJC - Smith Branch Mitigation	$ 598,651.01	$ 5,000,000.00	$ 602,276.26	-	$ 602,276.26	$ 4,397,723.74	
			2020 CIP					
P548	JP4 HUTTO REMODEL	$ -	$ 346,713.67	$ -	$ -	$ -	$ 346,713.67	
			2021 CIP					
P515	Justice Center Remodel	$ 394,895.03	$ 394,895.03	$ 394,895.03	$ -	$ 394,895.03	$ -	
P537	Fiber Replacement and Addition	$ 347,088.66	$ 700,000.00	$ 393,497.66	$ 283,377.79	$ 676,875.45	$ 23,124.55	
P539	Central Maintenance Light Pole	$ 29,259.87	$ 29,259.87	$ 29,259.87	$ -	$ 29,259.87	$ -	
P540	Jail Renovations Phase II	$ 1,784,314.06	$ 1,793,621.79	$ 1,784,314.06	$ 9,307.73	$ 1,793,621.79	$ -	
P544	JJC - Door, Intercom & Camera	$ 748,215.46	$ 748,215.46	$ 748,215.46	$ -	$ 748,215.46	$ -	
P548	JP4 HUTTO REMODEL	$ -	$ 558,209.92	$ -	$ -	$ -	$ 558,209.92	
P563	SW Regional Parking Lot	$ 594,775.77	$ 594,775.77	$ 594,775.77	$ -	$ 594,775.77	$ -	
P595	New District,County,AG Court	$ 473,954.55	$ 473,954.55	$ 473,954.55	$ -	$ 473,954.55	$ -	
P625	ESOC Consoles Renovation	$ 325,224.05	$ 325,224.23	$ 325,224.05	$ -	$ 325,224.05	$ 0.18	
	2021 CIP--Total:	*$ 4,697,727.45*	*$ 5,618,156.62*	*$ 4,744,136.45*	*$ 292,685.52*	*$ 5,036,821.97*	*$ 581,334.65*	
			2022 CIP					
P476	JUSTICE CTR SECURITY IMPROV	$ -	$ 3,150,000.00	$ -	$ -	$ -	$ 3,150,000.00	
P548	JP4 HUTTO REMODEL	$ -	$ 880,803.83	$ -	$ -	$ -	$ 880,803.83	
P565	CTTC WINTER STORM 2021	$ 637,866.18	$ 1,044,042.62	$ 774,306.82	$ 38,036.28	$ 812,343.10	$ 231,699.52	
P570	FIRE/EMS PAGING REDUNDANCY	$ 1,020,000.00	$ 1,100,000.00	$ 1,020,000.00	$ 20,955.85	$ 1,040,955.85	$ 59,044.15	
P572	SO-GYM IMPROVE AIR QUALITY	$ -	$ -	$ -	$ -	$ -	$ -	
P573	SOTC-PERIMETER WALL AND FENCE	$ 364,235.00	$ 364,235.00	$ 364,235.00	$ -	$ 364,235.00	$ -	
P574	SOTC-BULLET TRAP	$ 131,000.00	$ 131,000.00	$ 131,000.00	$ -	$ 131,000.00	$ -	
P576	2022 CIP NON DEPARTMENTAL	$ -	$ 10,765.00	$ -	$ -	$ -	$ 10,765.00	
P595	New District,County,AG Court	$ 636,572.00	$ 636,572.00	$ 636,572.00	$ -	$ 636,572.00	$ -	
P602	M42 TAYLOR AMBULANCE STATION	$ 80,525.00	$ 1,600,000.00	$ 85,625.00	$ -	$ 85,625.00	$ 1,514,375.00	
P603	ESOC AV REPAIR ENHANCEMENTS	$ 355,086.46	$ 750,000.00	$ 360,509.88	$ 7,587.12	$ 368,097.00	$ 381,903.00	
P604	PUBLIC SAFETY UPGRADE	$ -	$ 2,832,581.55	$ -	$ -	$ -	$ 2,832,581.55	
P606	REGIONAL PARK RESTROOM RENO	$ 26,931.70	$ 26,931.70	$ 26,931.70	$ -	$ 26,931.70	$ -	
P614	JAIL DOCK STATIONS GENERATORS	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ -	$ 25,000.00	$ -	
	2022 CIP--Total:	*$ 3,277,216.34*	*$ 12,551,931.70*	*$ 3,424,180.40*	*$ 66,579.25*	*$ 3,490,759.65*	*$ 9,061,172.05*	
			2023 CIP					
P476	JUSTICE COMPLEX IMPROVEMENTS	$ -	$ 1,200,000.00	$ -	$ -	$ -	$ 1,200,000.00	
P519	JJC - Smith Branch Mitigation	$ -	$ 500,000.00	$ -	$ -	$ -	$ 500,000.00	
P540	Jail Renovations Phase II	$ 129,740.84	$ 750,000.00	$ 257,695.36	$ -	$ 257,695.36	$ 492,304.64	
P548	JP4 HUTTO REMODEL	$ -	$ 330,989.26	$ -	$ -	$ -	$ 330,989.26	
P559	Berry Springs Amenities	$ 235,170.90	$ 1,500,000.00	$ 1,391,019.51	$ -	$ 1,391,019.51	$ 108,980.49	
P572	JAIL SOUTH GYM RENOVATIONS	$ -	$ -	$ -	$ -	$ -	$ -	
P574	SOTC-BULLET TRAP	$ 129,742.00	$ 129,742.00	$ 129,742.00	$ -	$ 129,742.00	$ -	
P580	BOB PHILLIPS BUILDING	$ 2,487.14	$ 42,000.00	$ 2,487.14	$ -	$ 2,487.14	$ 39,512.86	
P583	FIF Grant Match	$ 687,890.43	$ 850,000.00	$ 719,466.54	$ -	$ 719,466.54	$ 130,533.46	
P595	New District,County,AG Court	$ 290,231.17	$ 461,914.00	$ 290,231.17	$ -	$ 290,231.17	$ 171,682.83	
P604	PUBLIC SAFETY UPGRADE	$ 201.52	$ 1,167,418.45	$ 201.52	$ -	$ 201.52	$ 1,167,216.93	
P605	REGIONAL PARK REPAIRS/UPGRADE	$ -	$ 2,330,000.00	$ -	$ -	$ -	$ 2,330,000.00	
P606	REGIONAL PARK RESTROOM RENO	$ 128,068.30	$ 128,068.30	$ 128,068.30	$ -	$ 128,068.30	$ -	
P607	PARKS LIGHT ENERGY UPGRADE	$ 1,025,710.10	$ 1,085,000.00	$ 1,025,710.10	$ -	$ 1,025,710.10	$ 59,289.90	
P608	FLEET SHOP ADDITION	$ 37,970.00	$ 920,000.00	$ 45,980.00	$ -	$ 45,980.00	$ 874,020.00	
P609	ESOC DATA CENTER CRAC UNIT	$ 43,215.31	$ 445,000.00	$ 43,215.31	$ -	$ 43,215.31	$ 401,784.69	
P610	DEMO OF NORTH ADDITION H JAIL	$ 8,995.00	$ 325,000.00	$ 138,534.40	$ 8,057.00	$ 146,591.40	$ 178,408.60	
P611	JESTER ANNEX HVAC	$ 91,594.50	$ 775,000.00	$ 91,594.50	$ -	$ 91,594.50	$ 683,405.50	
P612	SO FRONT RECEPTION WINDWS DATA	$ -	$ -	$ -	$ -	$ -	$ -	
P613	SO RECEPTION WINDOWS WARRANTS	$ -	$ -	$ -	$ -	$ -	$ -	
P614	JAIL DOCK STATIONS GENERATORS	$ 125,583.00	$ 175,000.00	$ 167,074.00	$ -	$ 167,074.00	$ 7,926.00	
P615	JUSTICE CENTER ROOF REPLACMENT	$ 340,136.66	$ 775,000.00	$ 351,862.84	$ 173,187.34	$ 525,050.18	$ 249,949.82	
P616	JJC SHOWER RENOVATION	$ -	$ -	$ -	$ -	$ -	$ -	
P617	2023 CIP NON DEPARTMENTAL	$ -	$ 258.00	$ -	$ -	$ -	$ 258.00	
P638	TAYLOR TAX OFFICE REMODEL	$ -	$ 1,042,574.99	$ 9,375.00	$ 158,125.00	$ 167,500.00	$ 875,074.99	
P639	HOLLY STREET WAREHOUSE REMODEL	$ 97,470.00	$ 110,000.00	$ 97,470.00	$ -	$ 97,470.00	$ 12,530.00	
	2023 CIP--Total:	*$ 3,374,206.87*	*$ 15,042,965.00*	*$ 4,889,727.69*	*$ 339,369.34*	*$ 5,229,097.03*	*$ 9,813,867.97*	
			2013 Park Bond					
P316	BLACKLAND HERITAGE PHASE I	$ 122,904.17	$ 122,904.17	$ 3,813.46	$ -	$ 3,813.46	$ 119,090.71	
P444	Park Land Acquisition	$ 3,354,185.09	$ 3,354,185.09	$ 2,622,031.28	$ -	$ 2,622,031.28	$ 732,153.81	
P447	Hike & Bike Trail Pct. 2	$ 406,827.62	$ 406,827.62	$ -	$ -	$ -	$ 406,827.62	
P448	Hike & Bike Trail Pct. 3	$ 2,926,480.00	$ 2,926,480.00	$ 476,283.27	$ -	$ 476,283.27	$ 2,450,196.73	
P465	Interpretive Center	$ 1,163,254.00	$ 1,163,254.00	$ 1,071,439.02	$ -	$ 1,071,439.02	$ 91,814.98	
P500	2013 PARK NON-DEPARTMENTAL	$ 880,633.98	$ 880,633.98	$ 641,237.15	$ -	$ 641,237.15	$ 239,396.83	Unallocated funds
P605	REGIONAL PARK REPAIRS/UPGRADE	$ 268,385.47	$ 268,385.47	$ -	$ -	$ -	$ 268,385.47	
	2013 Park Bond--Total:	*$ 9,122,670.33*	*$ 9,122,670.33*	*$ 4,814,804.18*	*$ -*	*$ 4,814,804.18*	*$ 4,307,866.15*	
			2019 Park Bond					
P315	RIVER RANCH COUNTY PARK	$ 4,300,000.00	$ 4,300,000.00	$ 3,500,120.65	$ -	$ 3,500,120.65	$ 799,879.35	
P343	Bagdad Road/CR 279 (Lp 332 to CR 281)	$ 4,500,000.00	$ 4,500,000.00	$ -	$ -	$ -	$ 4,500,000.00	
P550	2019 Park Non-Departmental	$ 1,505,712.32	$ 1,505,712.32	$ 299,286.60	$ -	$ 299,286.60	$ 1,206,425.72	leaving 125,015.58 for arbitrage
P551	Brushy Creek Trail from Hairy Man Road	$ 2,505,000.00	$ 2,505,000.00	$ 918,790.90	$ 117,380.00	$ 1,036,170.90	$ 1,468,829.10	
P552	Champion Park Parking Lot	$ 305,000.00	$ 305,000.00	$ 136,754.89	$ -	$ 136,754.89	$ 168,245.11	
P553	SW Regional Park to Brushy Creek Regional Trail	$ 4,500,000.00	$ 4,500,000.00	$ 218,817.47	$ -	$ 218,817.47	$ 4,281,182.53	
P554	ILA City of Cedar Park Lakeline Park	$ 2,000,000.00	$ 2,000,000.00	$ 551.00	$ -	$ 551.00	$ 1,999,449.00	
P555	YMCA Pedestrian Bridge	$ 1,110,797.85	$ 1,110,797.85	$ 1,057,333.85	$ -	$ 1,057,333.85	$ 53,464.00	
P558	Southwest Regional Park towards Lake Georgetown	$ 5,500,000.00	$ 5,500,000.00	$ 607,226.21	$ -	$ 607,226.21	$ 4,892,773.79	
P559	Berry Springs Support Amenities	$ 3,145,000.00	$ 3,145,000.00	$ 3,145,000.00	$ -	$ 3,145,000.00	$ -	
P560	SW Regional Park Restrooms	$ 270,000.00	$ 270,000.00	$ 232,092.20	$ -	$ 232,092.20	$ 37,907.80	
P561	Brushy Creek Regional Trail/Redbud Lane	$ 3,125,000.00	$ 3,125,000.00	$ 62,585.00	$ -	$ 62,585.00	$ 3,062,415.00	
P562	Expo Center Support Amenities	$ 1,472,260.85	$ 1,472,260.85	$ 1,472,260.85	$ -	$ 1,472,260.85	$ -	
P566	EXPO TX WINTER STORM 2021	$ 729,395.78	$ 729,395.78	$ 624,970.83	$ -	$ 624,970.83	$ 104,424.95	
P605	REGIONAL PARK REPAIRS/UPGRADE	$ 131,614.53	$ 131,614.53	$ -	$ -	$ -	$ 131,614.53	
P635	EXPO WEST ARENA AND AMENITIES	$ 2,355,977.26	$ 2,355,977.26	$ 111,404.15	$ 408,413.91	$ 519,818.06	$ 1,836,159.20	
P636	EXPO WATER STORAGE TANK	$ 588,000.00	$ 588,000.00	$ 129,391.87	$ 5,482.02	$ 134,873.89	$ 453,126.11	
	2019 Park Bond--Total:	*$ 38,043,758.59*	*$ 38,043,758.59*	*$ 12,516,586.47*	*$ 531,275.93*	*$ 13,047,862.40*	*$ 24,995,896.19*	
			2024 CIP					
P608	FLEET SHOP ADDITION	$ -	$ 1,500,000.00	$ -	$ -	$ -	$ 1,500,000.00	
P632	BACKUP 911 CENTER	$ -	$ 4,500,000.00	$ -	$ -	$ -	$ 4,500,000.00	
P633	RADIO TOWER/LAND	$ -	$ 3,000,000.00	$ -	$ -	$ -	$ 3,000,000.00	
P634	CARLSON COVE TOWER	$ -	$ 1,500,000.00	$ -	$ -	$ -	$ 1,500,000.00	
P637	FLEET PARTS ROOM EXPANSION	$ -	$ -	$ -	$ -	$ -	$ -	
P638	TAYLOR TAX OFFICE REMODEL	$ -	$ 457,425.01	$ -	$ -	$ -	$ 457,425.01	
P640	TRACEY CHAMBERS LANE	$ -	$ 5,242,574.99	$ -	$ -	$ -	$ 5,242,574.99	
	2024 CIP--Total:	*$ -*	*$ 16,200,000.00*	*$ -*	*$ -*	*$ -*	*$ 16,200,000.00*	

Total Funds Available $ 1,491,566.62 subtracted out 800K for EXPO and 125K from 2019 park

CAPITAL IMPROVEMENT PLAN 2025

Click the +/- sign to expand or collapse columns

Item #	Reference #	PROJECT	Dept. Priority	Total Cost	2025	Approved 9/17/2024	Approved 11/19/2024	2025 CIP	2025 LRTP/CIP	2015 CO	2013 Park	2019 Park
		EMERGENCY SERVICES		**$ 700,000**	**$ 700,000**							
0196	0581-22-0196	Security Fence Upgrade for ESOC		$ 650,000	$ 650,000							
1004	0540-25-1004	Medic 41: Remodel Kitchen & Bathroom		$ 50,000	$ 50,000							
		PUBLIC SAFETY		**$ 16,500,000**	**$ -**							
1001	0587-24-1001	Radio Tower Additions	1	$ 12,000,000	$ -							
1002	0587-24-1002	Radio Technology Upgrade to TDMA	5	$ 4,500,000	$ -							
		INFORMATION TECHNOLOGY SERVICES		**$ 5,000,000**	**$ 5,000,000**							
0220	0503-19-0220	ERP Purchase/Upgrade	1	$ 5,000,000	$ 5,000,000							
		PARKS		**$ 1,382,500**	**$ 1,382,500**							
3003	1088-25-3003	Berry Springs Split Rail Fencing	1	$ 82,500	$ 82,500							
3004	1047-25-3004	EXPO Center - Pavilion Parking Paving	3	$ 515,000	$ 515,000							
3005	1087-25-3005	River Ranch Equestrian Pavilion	4	$ 625,000	$ 625,000							
3006	1089-25-3006	SWRP Refresh Existing Space and Add 3-4 Conditioned Office Spaces	2	$ 160,000	$ 160,000							
		CENTRAL MAINTENANCE		**$ 24,000,000**	**$ 24,000,000**							
4029	1026-19-4029	Fleet Heavy Equipment Shop	1	$ 9,000,000	$ 9,000,000							
4123	1026-24-4123	CMF Building Expansion	2	$ 15,000,000	$ 15,000,000							
		INFRASTRUCTURE		**$ 4,160,000**	**$ 4,160,000**							
276	0200-0210-25-276	NE Inner Loop Yard Electricity, Security Lighting, Gates, and Cameras	2	$ 800,000	$ 800,000							
277	0200-0210-25-277	NE Inner Loop Yard Fencing	3	$ 190,000	$ 190,000							
278	0200-0210-25-278	Three-Sided Equipment Storage Shed	4	$ 170,000	$ 170,000							
282	0200-0210-25-282	Jester Annex Exit Lane Addition (see detail tab for price breakdown)	1	$ 1,250,000	$ 1,250,000							
15654	0200-0210-23-15654	Sand Storage Building	5	$ 1,750,000	$ 1,750,000							
		BUILDINGS		**$ 2,000,000**	**$ 2,000,000**							
4129	1008-25-4129	Jail Roof and Re-Roof		$ 2,000,000	$ 2,000,000							
		SHERIFF'S OFFICE / CORRECTIONS		**$ 19,488,000**	**$ 19,488,000**							
4033	1008-19-4033	Jail - Jail Design and Construction - fourth floor buildout	7	$ 12,000,000	$ 12,000,000							
4094	1008-21-4094	SO - Placeholder for SO Admin Expansion	6	$ 4,000,000	$ 4,000,000							
4116	0560-23-4116	SOTC - Remodel Range Training Pavilion	3	$ 430,000	$ 430,000							
4122	1008-24-4122	SO - Renovation of Crime Scene Lab	5	$ 870,000	$ 870,000							
4125	1075-25-4125	SOTC - Additional Paved Parking	2	$ 300,000	$ 300,000							
4126	0560-25-4126	Gun Range: High Angle Rescue Rappelling Tower	4	$ 1,500,000	$ 1,500,000							
4127	1008-25-4127	Jail: Intercom Speaker System & Software Upgrade	1	$ 388,000	$ 388,000	$ 388,000						
		JUSTICE CENTER		**$ 6,500,000**	**$ 6,500,000**							
4048	1009-19-4048	Design and Remodel at Basement for Future Vacated Space		$ 2,000,000	$ 2,000,000							
4128	1009-25-4128	Space Renovation for New District Court		$ 4,500,000	$ 4,500,000							
		JUVENILE JUSTICE CENTER		**$ 11,900,000**	**$ -**							
P578	1045-26-P578	Master Plan Phase III - V (See project tab for details)		$ 11,900,000	$ -							
		EXISTING PROJECTS / UNFUNDED COMPONENTS		**$ 17,425,000**	**$ 10,625,000**							
P445		County Buildings Fiber Optic Improvements		$ 1,500,000	$ 1,500,000							
P604		Public Safety Software Suite		$ 4,000,000	$ 1,500,000							
P632		Lake Creek Pkwy Campus Improvements		$ 5,000,000	$ 1,500,000							
P611		Jester Annex HVAC		$ 200,000	$ 200,000							
P610		Historic Jail Demolition		$ 250,000	$ 250,000	$ 250,000						
P609		ESOC Computer Room AC Unit		$ 775,000	$ 775,000							

CAPITAL IMPROVEMENT PLAN 2025

Click the +/- sign to expand or collapse columns

Item #	Reference #	PROJECT	Dept. Priority	Total Cost	2025	Approved 9/17/2024	Approved 11/19/2024	2025 CIP	2025 LRTP/CIP	2015 CO	2013 Park	2019 Park
P548		JP4 Hutto Annex Buildout		$ 1,600,000	$ 1,600,000							
P602		Medic 42 Taylor Ambulance Station		$ 800,000	$ -							
P643		Personnel Building Expansion		$ 1,500,000	$ 1,500,000							
P583		Professional Services / Flood Plain Update Activities		$ 1,800,000	$ 1,800,000							

Notes: This is a continually growing document with estimated costs at time of request.

Reported as of November 4, 2024

TOTAL REQUESTED / APPROVED	**37**	**$ 109,055,500**	**$ 73,855,500**	**$ 638,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
FY25 UNALLOCATED BUDGET				**$ 16,900,000**	**$ 22,150,864.87**	**$ 16,262,000**	**$ 4,408,665**	**$ 31,377.32**	**$ 239,396.83**	**$ 1,209,425.72**
REMAINING FUNDS TO ALLOCATE				**$ 16,262,000**	**$ 22,150,864.87**	$ 16,262,000	$ 4,408,665	$ 31,377.32	$ 239,396.83	$ 1,209,425.72

Commissioners Court - Regular Session **88.**

Meeting Date: 11/19/2024

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

Missing Custom Expenditures Program, please contact Destiny Software

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	11/14/2024 12:25 PM
Form Started By: Charlie Crossfield		Started On: 11/13/2024 04:35 PM
Final Approval Date: 11/14/2024		

Commissioners Court - Regular Session **89.**

Meeting Date: 11/19/2024

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
e) Project Sequioa

Background

Missing Custom Expenditures Program, please contact Destiny Software

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	11/14/2024 12:29 PM
Form Started By: Charlie Crossfield		Started On: 11/13/2024 04:35 PM
Final Approval Date: 11/14/2024		