

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
Commissioners Courtroom
710 S. Main Street, Georgetown
November 26, 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 – 17)

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.004509	Facility Enhancements	\$51,000.00
To	0100.0509.004500	Maintenance Contracts	\$51,000.00

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

5. Discuss, consider, and take appropriate action on approving property tax refunds over \$2,500.00 through 11/21/2024, for the Williamson County Tax Assessor/Collector.

6. Discuss and take appropriate action to establish a cash drawer for Animal Services.

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. Consider and take appropriate action on request to authorize County Judge to sign letter seeking a no-cost extension to the existing Family Recovery Court Grant, awarded by the US Department of Justice.
9. Discuss, consider and take appropriate action on accepting a 2012 Ranch King trailer into the County's Inventory.
10. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for RFP for Jail Pharmaceuticals, Supplies and Services for the County Jail, under #25RFP14.
11. Discuss, consider and take appropriate action on a Resolution by the Commissioners Court of Williamson County designating authorized signatories for contractual documents and documents for requesting funds pertaining to the Local Hazard Mitigation Plans Program (LHMPP) General Land Office (GLO) State Contract Number 22-130-058-e52
12. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for Southwest Regional Park Field and Track Upgrades project, under RFSQ #25RFSQ12. The Funding Source is P605.
13. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive Competitive Sealed Proposals for a contractor for Brushy Creek Regional Trail-Extend Along Hairy Man Road, under RFCSP #25RFCSP13; designating RVi Planning + Landscape Architecture for Architectural/ Engineering services, and approving, in the public interest, assigning the price criteria a weighted value of not less than 36.9 percent of the total weighted value of all selection criteria. The Funding Source is P551.
14. Discuss, consider, and take appropriate action on awarding RFSQ #24RFSQ74 Environmental Testing and Remediation Services for various countywide projects to the recommended firms, as a pool, herein for a period of two (2) years on an as-needed basis.
15. Discuss, consider, and take appropriate action on authorizing the construction agreement #202577 between JT Vaughn Construction, LLC and Williamson County for Taylor Annex HVAC Fall Protection, in the amount of Thirty-Three Thousand, Eight Hundred Sixteen Dollars (\$33,816.00), pursuant to Omnia Contract Number R200107 and execution of the agreement.
16. Discuss, consider and take appropriate action on Change Order No 1 to contract number 24IFB55 for Alpha Paving Industries LLC in the amount of \$11,364.55 for Cul-de-Sac and Straight Section Fog Seal Spring 2024. Funding Source: 01.0200.0210.003599.
17. Discuss, consider and take appropriate action on approval of the preliminary plat for the Estates at County Line subdivision – Precinct 4.

REGULAR AGENDA

18. Discuss, consider and take any necessary action to approve an Order for Interment by cremation of deceased (Melvin Dale Deloach) 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.
19. Introducing the new Deputy Director of the Office of Emergency Management, Ryan Sullivan.
20. Discuss, consider, and take appropriate action on a resolution naming the month of November 2024 as "Pancreatic Cancer Awareness Month".
21. Discuss, consider and take appropriate action on a resolution regarding Twin Lakes Park.
22. Discuss, consider and take appropriate action on recognizing Misty Valenta who has been appointed to the Best Friends Animal Society's Network Strategy Council (NSC), a volunteer committee who will advise on how to best support the work of animal rescue groups and shelter organizations in the U.S. The NSC consists of 15 animal welfare leaders from organizations within the Best Friends Network – a consortium of more than 5,000 animal welfare and shelter partners working to save the lives of dogs and cats in shelters across the country.
23. Discuss, consider and take appropriate action on a new policy regarding political and social expression for officials and employees while using Williamson County property.
24. Discuss, consider and take appropriate action on creating a new part-time Nurse position for Juvenile Services.
25. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for unspent 2024 donation dollars for Juvenile Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0576.003670	Use of Donations	\$749.39

26. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for unspent 2024 donation dollars for the Justice of the Peace Precinct 3.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0453.003670	Use of Donations	\$853.57

27. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for unspent 2024 donation dollars for the Sheriff's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0560.003670	Use of Donations	\$115.13
	0100.0560.003671	Use of VA Donations	\$40.03

28. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for unspent 2024 donation dollars for the Parks Department.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0510.003670	Use of Donations	\$12,909.96

29. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for unspent 2024 donation dollars for Veteran Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0405.003670	Use of Donations	\$1,690.69

30. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for unspent 2024 donation dollars for the Emergency Medical Services (EMS).

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0540.003670	Use of Donations	\$8,269.83

31. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for unspent 2024 donation dollars for the Justice of the Peace Precinct 2.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0452.003670	Use of Donations	\$200.00

- 32. Discuss, consider and take appropriate action on the Fiscal Year 2025 Animal Shelter Donation Fund.
- 33. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for various departments.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0440.004229	DA State Law Enforce Training	\$1,226.89
	0100.0475.004229	CA State Law Enforce Training	\$8,203.25
	0100.0551.004229	Const 1 St Law Enforc Training	\$8,508.21
	0100.0552.004229	Const 2 St Law Enforc Training	\$8,054.44
	0100.0553.004229	Const 3 St Law Enforc Training	\$6,883.84
	0100.0554.004229	Const 4 St Law Enforc Training	\$9,055.46
	0100.0560.004229	SO St Law Enforce Training	\$1,710.19
	0100.0570.004229	Jail St Law Enforce Training	\$10,655.15

- 34. Discuss, consider, and take appropriate action on approving a 2019 Road Bond Transfer to move \$1,420,000 from P399 (2019 Road Bond Non Departmental) allocating \$20,000 to P360 (East Wilco Highway Segment 7) and \$1,400,000 to P463 (East Wilco Highway Segment 1/Southeast Loop/Corridor E1).
- 35. Discuss, consider, and take appropriate action on approving a 2013 Road Bond Transfer to move \$7,710 from P290 (2013 Road Bond Non Departmental) to P285 (CR 200 Phase I).
- 36. Discuss and consider taking appropriate action to authorize the Renewal Amendment No. 6 for Stop Loss Insurance, with United HealthCare Services, Inc (UHC) effective January 1, 2025 to December 31, 2025 and authorizing the execution of the amendment.
- 37. Discuss, consider, and take appropriate action on approving Purchase #202575 between Williamson County and NETSYNC for router replacements for a total amount of \$396,603.80 pursuant to DIR contract #DIR-CPO-4866.
- 38. Discuss, consider and take appropriate action on approving the Education Affiliation Agreement between Williamson County and Texas Rescue Med.

39. Discuss, consider, and take appropriate action on approving the construction agreement #202572 between Texas Air Systems, LLC and Williamson County for Medic 11 HVAC Replacement, in the amount of One Hundred Twenty-Four Thousand, Nine Hundred Thirteen Dollars (\$124,913.00), pursuant to TIPS Contract Number #22010601 and execution of the agreement.
40. Discuss, consider and take appropriate action on approval of the Amendment to contract #23RFP11 with Doyle Electric, LLC, which incorporates the FEMA Addendum and authorizing the execution of the amendment.
41. Discuss, consider and take appropriate action on approval of the Amendments to contracts # 2024108 (HVAC Services) #2024109 (Electrical Services) and #2024110 (Plumbing Services) with The Brandt Companies, LLC, which incorporates the FEMA Addendum and authorizing the execution of the amendments
42. Discuss, consider and take appropriate action on approval of the Amendment to contract #23RFP96 with Red & White Greenery, Inc. which incorporates the FEMA Addendum and authorizing the execution of the amendment.
43. Discuss, consider, and take appropriate action on authorizing the Services Contract #202569 between L&P Global Security, LLC and Williamson County for On-site Security – Lake Creek Annex, in the not-to-exceed amount of Three Hundred Thousand Dollars (\$300,000.00), pursuant to TXMAS Contract Number 24-99003 and execution of the agreement.
44. Discuss, consider and take appropriate action on approval of the Amendment to contract #202383 with Texas Air Systems, LLC., which incorporates the FEMA Addendum and authorizing the execution of the amendments.
45. Discuss, consider and take appropriate action on canceling the public hearing set for December 10, 2024 at 9:30 AM regarding proposed amendments to the Williamson County Subdivision Regulations pursuant to the authority of Chapter 232 of the Texas Local Government Code; setting a new public hearing on such proposed amendments to the Williamson County Subdivision Regulations for January 28, 2025 at 9:30 AM; and authorizing publication of notice of the new public hearing in the Williamson County Sun.
46. Discuss, consider and take appropriate action on approval of policy with the annual premium quote of \$525 plus acceptance of Option 1 Terrorism Act Premium for an additional amount of \$45 for AIG TankGuard Williamson County Pollution Liability Insurance to support operations of the Fleet Department and authorize the execution of the policy.
47. Discuss, consider, and take appropriate action on authorizing the extension of contract #23IFB20 Asphalt Emulsions, renewal period #2 (FINAL), for the same price, terms, and conditions as the existing contract, with Martin Asphalt Company, for the 12-month term of February 13, 2025, to February 12, 2026, and authorizing execution of the renewal agreements.
48. Discuss, consider, and take appropriate action on authorizing the extension of contract #23IFB20 Asphalt Emulsions, renewal period #2 (FINAL), for the same price, terms, and conditions as the existing contract, with Wright Asphalt Products, for the 12-month term of February 13, 2025, to February 12, 2026, and authorizing execution of the renewal agreements.

49. Discuss, consider, and take appropriate action on authorizing the extension of contract #23IFB20 Asphalt Emulsions, renewal period #2 (FINAL), for the same price, terms, and conditions as the existing contract, with Ergon Asphalt & Emulsions, Inc., for the 12-month term of February 13, 2025, to February 12, 2026, and authorizing execution of the renewal agreements.
50. 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 460 project, a 2023 Road Bond project in Commissioner Precinct 4. Project: P679
51. 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 460 Project, a 2023 Road Bond Project in Commissioner Pct. 4. Project: P679.
52. Discuss, consider, and take appropriate action regarding Change Order No. 2 in the amount of (\$113,248.33) for Project 24IFB14 CR 332 (Chasco Constructors) P: 366 Funding Source: Road Bond.
53. Discuss, consider, and take appropriate action regarding Change Order No. 2 in the amount of \$29,362.00 for Project 24IFB57 Ronald Reagan Blvd. Widening (Chasco Constructors) P: 336 Funding Source: Road Bond.
54. Discuss, consider, and take appropriate action regarding Change Order No. 7 in the amount of \$551,162.41 for Project T3346 Southeast Loop Segment 1 Phase 1 (James Construction Group) P: 463 Funding Source: Road Bond.
55. Discuss, consider, and take appropriate action on awarding IFB #25IFB6 to Rotten Apples Services LLC for Bagdad Road Right of Way Clearing Project for HNTB in the amount of \$1,253,832.00 and authorize execution of this agreement. The funding source is P343.
56. Discuss, consider and take appropriate action on a real estate contract with Rio Ranch Texas, LLC, a Texas limited liability company, to acquire right of way totaling 1.0051 acres and a waterline easement totaling 0.6718 acres required for the Ronald Reagan widening project (parcels 48, 48E and 47E part 9). Funding Source: Road Bonds P336
57. Discuss, consider and take appropriate action on a Temporary Right of Entry Agreement with United Bear Creek Storage LP (parcel 221) for access to the remainder property for removal of remnant real property improvements required in support of RM 2243/Hero Way project. Funding Source: TANS P588
58. Discuss, and consider authorizing the county Judge to execute a Special Warranty Deed conveying 0.853 acres, 0.10 acres, 0.212 acres and 0.451 acres from Williamson County to the City of Cedar Park, Texas regarding the vacation of right of way on Block House Creek Drive.

59. Discuss, and consider authorizing the county Judge to execute a Special Warranty Deed conveying 0.495 acres, 1.045 acres, and 0.766 acres from Williamson County to Northland Developments Cedar Park, Inc regarding the vacation of right of way on Block House Creek Drive.
60. Discuss, consider and take appropriate action on a First Amendment to the Interlocal Agreement between Williamson County and Brushy Creek Municipal Utility District regarding the Sam Bass Project. Funding Source: Bonds P462
61. Discuss, consider and take appropriate action on an Interlocal Agreement regarding the participation of the City of Cedar Park, Texas and Williamson County, Texas in the construction costs related to the Toro Grande Boulevard project. Funding Source: Bonds P666
62. Discuss, consider and take appropriate action on an Interlocal Agreement regarding the participation of the City of Cedar Park, Texas and Williamson County, Texas in the design and construction costs related to the RM 1431 at 183A Intersection project. Funding Source: Bonds P660
63. Discuss, consider and take appropriate action on an Interlocal Agreement regarding the participation of the City of Cedar Park, Texas and Williamson County, Texas in the construction costs related to the Whitestone Boulevard Project. Funding Source: Bonds P348
64. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (2.142 acres) required for the construction of CR 110N. (Lawhon/ Parcel 6) Funding Source: TANS P588
65. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.4664 acres, 0.0687 acres) as right of way and (0.2420 acres and 0.1332 acres) as utility easements required for the construction of CR 314. (Jarrell 3001, LLC./ Parcel 37/38) Funding Source: Road Bonds P364

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)."

66. 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

67. 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 Sequoia

68. 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. 1:22-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
5. 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
6. 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
7. Cause No. 23-1061-C368; Heather Lorenzen v. Williamson County; In the 368th Judicial District Court of Williamson County, Texas
8. 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
9. 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
10. 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
11. 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
12. Cause No. 24-1887-C26; Ivory Deon Hornsby v. Williamson County, et al.; In the 26th Judicial District Court of Williamson County, Texas
13. 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
14. 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
15. 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
16. Cause No. 24-2467-C425; Carlos Turcios, et al. v. Williamson County, et al; In the 425th Judicial District Court of Williamson County, Texas
17. 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:

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 pertaining to the CJC North Roof Replacement Project and Contract for Construction Between Williamson County, Texas, and Texas Fifth Wall Roofing Systems, Inc.
4. Legal matters relating to James Construction's claims on the SE Loop (East Wilco Hwy) Segment 1 Project.
5. Legal discussions relating to social and political expressions in the workplace.
6. 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).
7. Legal matters and potential litigation relating to non-profit status of EPCOR/ 130 Regional Water Supply Corporation.
8. Legal matters and requirements relating to Purchasing and Contracting Authority of Counties under Texas Local Government Code Chapter 262.
9. 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.

69. 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).
70. 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)

71. 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. 1:22-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
5. 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
6. 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
7. Cause No. 23-1061-C368; Heather Lorenzen v. Williamson County; In the 368th Judicial District Court of Williamson County, Texas
8. 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
9. 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
10. 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
11. 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
12. Cause No. 24-1887-C26; Ivory Deon Hornsby v. Williamson County, et al.; In the 26th Judicial District Court of Williamson County, Texas
13. 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
14. 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
15. 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
16. Cause No. 24-2467-C425; Carlos Turcios, et al. v. Williamson County, et al; In the 425th Judicial District Court of Williamson County, Texas
17. 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:

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 pertaining to the CJC North Roof Replacement Project and Contract for Construction Between Williamson County, Texas, and Texas Fifth Wall Roofing Systems, Inc.
4. Legal matters relating to James Construction's claims on the SE Loop (East Wilco Hwy) Segment 1 Project.
5. Legal discussions relating to social and political expressions in the workplace.
6. 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).
7. Legal matters and potential litigation relating to non-profit status of EPCOR/ 130 Regional Water Supply Corporation.
8. Legal matters and requirements relating to Purchasing and Contracting Authority of Counties under Texas Local Government Code Chapter 262.
9. 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.

72. Discuss, consider and take appropriate action regarding 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).

73. Comments from Commissioners.

74. 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 22nd day of November 2024 at 3:00 PM and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session

3.

Meeting Date: 11/26/2024

Line Item Transfer

Submitted For: Dale Butler

Submitted By: Gina Wrehsnig, Facilities Management

Department: Facilities Management

Agenda Category: Consent

Information

Agenda Item

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

Background

Funds to cover the expenses to be incurred under the contract for Onsite Security at Lake Creek Annex.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.004509	Facility Enhancements	\$51,000.00
To	0100.0509.004500	Maintenance Contracts	\$51,000.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Budget Office

Form Started By: Gina Wrehsnig

Final Approval Date: 11/21/2024

Reviewed By

Becky Pruitt

Saira Hernandez

Date

11/18/2024 03:46 PM

11/21/2024 10:46 AM

Started On: 11/18/2024 11:17 AM

Commissioners Court - Regular Session

4.

Meeting Date: 11/26/2024

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
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Attachments

Merit Report

Merit LIT

Position Changes

Form Review

Inbox

Human Resources (Originator)

County Judge Exec Asst.

Form Started By: Kayla Marek

Final Approval Date: 11/21/2024

Reviewed By

Allen Frederick

Becky Pruitt

Date

11/20/2024 04:04 PM

11/21/2024 08:52 AM

Started On: 11/20/2024 03:43 PM

Department	Position	Emp Num	Current Annual Salary	Merit Amt	Merit%	New Annual Salary	Lump-sum Merit	Pay Proposal Reason	Effective Date of Change
Information Systems	System Support Spec I.1914.001100.	17007	\$55,852.37	\$2,234.09	4.00%	\$58,086.45	-	MERIT	6-Dec-24
County Clerk Judicial	Deputy County Clerk.0678.001100.	17183	\$43,264.00	\$1,297.92	3.00%	\$44,561.92	-	MERIT	6-Dec-24
County Attorney	Civil Attorney.0041.001100.	17166	\$116,324.29	\$3,489.69	3.00%	\$119,813.98	-	MERIT	6-Dec-24
County Attorney	Legal Assistant I.0016.001100.	14720	\$47,270.60	\$1,418.12	3.00%	\$48,688.72	-	MERIT	6-Dec-24
County Attorney	Victim Assistance Coord.0012.001100.	17165	\$53,045.01	\$1,591.35	3.00%	\$54,636.36	-	MERIT	6-Dec-24

entity	fund	dept	object	(TO)	(FROM)
				dr	cr
01	0100	0475	001100	6,499.16	
01	0100	0475	001130		6,499.16
01	0100	0503	001100	2,234.09	
01	0100	0503	002010	170.91	
01	0100	0503	002020	358.57	
01	0100	8008	001130		2,234.09
01	0100	8008	002010		170.91
01	0100	8008	002020		358.57
01	0100	0404	001100	1,297.92	
01	0100	0404	002010	99.29	
01	0100	0404	002020	208.32	
01	0100	8002	001130		1,297.92
01	0100	8002	002010		99.29
01	0100	8002	002020		208.32
01	0100	0591	001100	31,623.97	
01	0100	0591	001101		31,623.97

Correcting GL # 11.5.24

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
Emergency Medical Services-0540	0841	15164	\$60,486.96	\$60,486.96	\$65,471.11	\$64,721.11	\$750.00	N/A	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 0841 to PCN 0800	1/17/2025
Emergency Medical Services-0540	0800	Vacant	N/A	N/A	\$71,261.26	\$72,011.26	N/A	\$750.00	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 0841 to PCN 0800	1/17/2025
District Attorney - 0440	1790	15348	\$125,712.82	\$122,226.00	\$125,712.82	\$122,226.00	\$3,486.82	N/A	Reallocation of salary to facilitate laterals/promotions per current policy. Surplus salary from PCNs 1790 and 0055 to PCN 2149	12/6/2024
District Attorney - 0440	0055	Vacant	N/A	N/A	\$151,727.36	\$150,805.71	\$921.65	N/A	Reallocation of salary to facilitate laterals/promotions per current policy. Surplus salary from PCNs 1790 and 0055 to PCN 2149	12/6/2024
District Attorney - 0440	2149	Vacant	N/A	N/A	\$131,238.53	\$135,647.00	N/A	\$4,408.47	Reallocation of salary to facilitate laterals/promotions per current policy. Surplus salary from PCNs 1790 and 0055 to PCN 2149	12/6/2024

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
District Attorney - 0440	0055	Vacant	N/A	N/A	\$150,805.71	\$144,829.28	\$5,976.43	N/A	Reallocation of salary to facilitate laterals/promotions per current policy. Surplus salary from PCNs 0055 to PCN 0063	12/6/2024
District Attorney - 0440	0063	15550	\$116,249.64	\$122,226.00	\$116,249.57	\$122,226.00	N/A	\$5,976.43	Reallocation of salary to facilitate laterals/promotions per current policy. Surplus salary from PCNs 0055 to PCN 0063	12/6/2024
District Attorney - 0440	0060	16489	\$112,928.66	\$110,714.00	\$112,928.58	\$110,714.29	\$2,214.29	N/A	Reallocation of salary to facilitate laterals/promotions per current policy. Surplus salary from PCN 0060 to PCN 1759	12/6/2024
District Attorney - 0440	1759	16398	\$116,106.38	\$118,320.67	\$116,106.30	\$118,320.59	N/A	\$2,214.29	Reallocation of salary to facilitate laterals/promotions per current policy. Surplus salary from PCN 0060 to PCN 1759	12/6/2024
District Attorney - 0440	0053	1221	\$97,244.42	\$64,868.97	\$97,244.34	\$64,868.97	\$32,375.37	N/A	Reallocation of salary to facilitate laterals/promotions per current policy. Surplus salary from PCNs 0053 and 0055 to PCN 2150	12/6/2024

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
District Attorney - 0440	0055	Vacant	N/A	N/A	\$144,829.28	\$143,125.84	\$1,703.44	N/A	Reallocation of salary to facilitate laterals/promotions per current policy. Surplus salary from PCNs 0053 and 0055 to PCN 2150	12/6/2024
District Attorney - 0440	2150	Vacant	N/A	N/A	\$68,157.61	\$102,236.42	N/A	\$34,078.81	Reallocation of salary to facilitate laterals/promotions per current policy. Surplus salary from PCNs 0053 and 0055 to PCN 2150	12/6/2024
District Attorney - 0440	0077	14078	\$71,589.42	\$57,710.03	\$71,589.41	\$57,710.03	\$13,879.38	N/A	Reallocation of salary to facilitate laterals/promotions per current policy. Surplus salary from PCN 0077 to PCN 0053	12/6/2024
District Attorney - 0440	0053	1221	\$64,868.97	\$78,748.35	\$64,868.97	\$78,748.35	N/A	\$13,879.38	Reallocation of salary to facilitate laterals/promotions per current policy. Surplus salary from PCN 0077 to PCN 0053	12/6/2024
District Attorney - 0440	0062	16669	\$113,709.44	\$110,714.29	\$113,709.26	\$110,714.11	\$2,995.15		Reallocation of salary to facilitate laterals/promotions per current policy. Surplus salary from PCNs 0062 and 1969 to PCN 0077	12/6/2024

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
District Attorney - 0440	1969	Vacant	N/A	N/A	\$116,228.95	\$115,799.75	\$429.20	N/A	Reallocation of salary to facilitate laterals/promotions per current policy. Surplus salary from PCNs 0062 and 1969 to PCN 0077	12/6/2024
District Attorney - 0440	0077	14078	\$57,710.03	\$61,134.38	\$57,710.03	\$61,134.38	N/A	\$3,424.35	Reallocation of salary to facilitate laterals/promotions per current policy. Surplus salary from PCNs 0062 and 1969 to PCN 0077	12/6/2024
District Attorney - 0440	0055	Vacant	N/A	N/A	\$143,125.84	\$136,963.91	\$6,161.93	N/A	Reallocation of salary to facilitate laterals/promotions per current policy. Surplus salary from PCN 0055 to PCNs 1759 and 1969	12/6/2024
District Attorney - 0440	1759	16398	\$118,320.67	\$120,082.60	\$118,320.59	\$120,082.52	N/A	\$1,761.93	Reallocation of salary to facilitate laterals/promotions per current policy. Surplus salary from PCN 0055 to PCNs 1759 and 1969	12/6/2024
District Attorney - 0440	1969	Vacant	N/A	N/A	\$115,799.75	\$120,199.75	N/A	\$4,400.00	Reallocation of salary to facilitate laterals/promotions per current policy. Surplus salary from PCN 0055 to PCNs 1759 and 1969	12/6/2024

*Amount may vary slightly due to Oracle rounding

Commissioners Court - Regular Session

5.

Meeting Date: 11/26/2024

Property Tax Refunds - Over 2500 - Thru 11/21/2024

Submitted For: Larry Gaddes

Submitted By: Cathy Atkinson, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving property tax refunds over \$2,500.00 through 11/21/2024, for the Williamson County Tax Assessor/Collector.

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

101124-112124 Refunds Over 2500

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Cathy Atkinson

Final Approval Date: 11/21/2024

Reviewed By

Becky Pruitt

Date

11/21/2024 04:08 PM

Started On: 11/21/2024 10:35 AM

MISSION STATEMENT

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



Larry Gaddes PCAC, CTA
Tax Assessor/Collector

Date: November 21, 2024
To: Members of the Commissioners Court
From: Larry Gaddes PCAC, CTA
Subject: Property Tax Refunds

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

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

Thank you.

Main Office:

904 South Main Street
Georgetown, TX 78626
Telephone : 512.943.1601

www.wilcotx.gov/taxoffice

Annex Locations:

1801 E Old Settlers Blvd, Ste 115
Round Rock, TX 78664

350 Discovery Blvd, Ste 101
Cedar Park, TX 78613

412 Vance St, Ste 1
Taylor, TX 76574

10:48 AM

11/18/24

Property Tax
Account QuickReport
As of November 21, 2024

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Refunds Payable - Taxpayers					
Check	11/15/2024	109477	CORELOGIC	R341255 - Overpayment	-36,065.90
Total Refunds Payable - Taxpayers					-36,065.90
TOTAL					-36,065.90

Commissioners Court - Regular Session

6.

Meeting Date: 11/26/2024

Establish cash drawer for Regional Shelter

Submitted By: Misty Valenta, Animal Services

Department: Animal Services

Agenda Category: Consent

Information

Agenda Item

Discuss and take appropriate action to establish a cash drawer for Animal Services.

Background

Need to establish an additional \$100 cash drawer for Animal Services for a new employee.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Misty Valenta

Final Approval Date: 11/20/2024

Reviewed By

Becky Pruitt

Date

11/20/2024 02:39 PM

Started On: 11/20/2024 10:42 AM

Commissioners Court - Regular Session

7.

Meeting Date: 11/26/2024

JP1 EOM OCTOBER 2024

Submitted For: KT Musselman

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

Department: J.P. Pct. #1

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 1, 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
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Attachments

JP1 EOM OCTOBER 2024

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Misty Lamb

Final Approval Date: 11/18/2024

Reviewed By

Becky Pruitt

Date

11/18/2024 03:40 PM

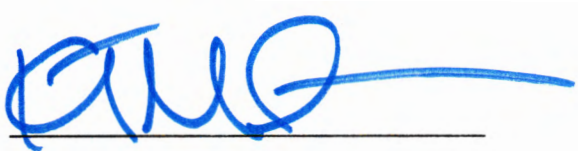
Started On: 11/18/2024 08:52 AM

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

**THE STATE OF TEXAS
COUNTY OF WILLIAMSON**

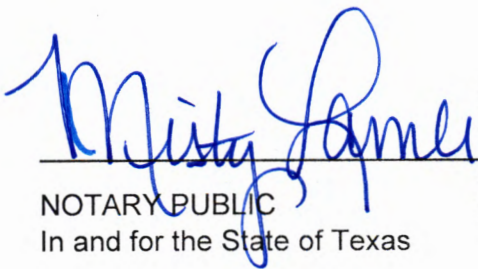
Before me, the undersigned authority, on this day personally appeared KT Musselman, Justice of the Peace, Precinct 1, Williamson County, who, on his oath, stated that the attached report of money collected is true and correct report for the month of October 2024

DETAILED REPORT IS AVAILABLE THROUGH THE AUDITOR'S OFFICE.



KT MUSSELMAN
JUSTICE OF THE PEACE
PRECINCT ONE

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



NOTARY PUBLIC
In and for the State of Texas



Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: 10/01/2024 - 10/31/2024 Case Categories: Criminal; Civil
 Locations: JP1

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

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-209700 - JP COURTS-REFUNDS	L-004-1-01-0100-0000-209700: 01-0100-0000-209700 - JP COURTS-REFUNDS	0.00
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-1-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	110.00
01-0100-0000-341801 - FEES OF OFFICE, JP PCT-1	L-004-1-01-0100-0000-341801: 01-0100-0000-341801 - FEES OF OFFICE, JP PCT #1	10,139.17
01-0100-0000-341901 - CIVIL FEES/OFFICE, CONST 1	L-004-1-01-0100-0000-341901: 01-0100-0000-341901 - Fees of Office, Const. PCT #1	28,840.00
01-0100-0000-341911 - CRIMINAL FEES/OFFICE, CONST 1	L-004-1-01-0100-0000-341911: 01-0100-0000-341911 - Fees of Office, Crim. Const PCT #1	304.83
01-0100-0000-342860 -Time Payment Fee County 2.50	L-004-1-01-0100-0000-342860: 01-0100-0000-342860 - Time Payment Fee County 2.50	105.37
01-0100-0000-351301 - FINES, JP PCT-1	L-004-1-01-0100-0000-351301: 01-0100-0000-351301 - FINES, JP PCT #1	9,640.40
01-0100-0000-362021 - COURT TRANSACTION FEES	L-004-1-01-0100-0000-362021: 01-0100-0000-362021 - COURT TRANSACTION FEES	2.00
01-0100-0000-365103 Language Access Fund	L-004-1-01-0100-0000-365103: Language Access Fund	1,026.00
99-9999-9999-000003 - LOCAL Consolidated CC-Misd C	L-004-1-01-99-9999-9999-000003: 99-9999-9999-000003 - LOCAL Consolidated CC-MISD C	1,047.60
0100 - General Fund Total:		51,215.37
0360 - Courthouse Security Fund		
01-0360-0000-341150 - COURTHOUSE SECURITY FEES	L-004-1-01-0360-0000-341150: 01-0360-0000-341150 - Courthouse Security Fees	6.00
0360 - Courthouse Security Fund Total:		6.00
0361 - JP Security Fund		
01-0361-0000-341151 - JP 1 SECURITY FEES	L-004-1-01-0361-0000-341151: 01-0361-0000-341151 - JP 1 SECURITY FEES	2.00
0361 - JP Security Fund Total:		2.00
0365 - Child Safety Fund		
01-0365-0000-341161 - JP CHILD SAFETY FEE	L-004-1-01-0365-0000-341161: 01-0365-0000-341161 - JP CHILD SAFETY FEE	89.95
0365 - Child Safety Fund Total:		89.95
0370 - Alternate Dispute Resolution Fund		
01-0370-0000-341170 - Alternate Dispute Resolution Fees	L-004-1-01-0370-0000-341170: 01-0370-0000-341170 - Alternate Dispute Resolution Fees	1,710.00
0370 - Alternate Dispute Resolution Fund Total:		1,710.00
0372 - Justice Court Technology Fund		
01-0372-0000-341141 - JP 1 TECHNOLOGY FEES	L-004-1-01-0372-0000-341141: 01-0372-0000-341141 - JP #1 TECHNOLOGY FEES	12.00
0372 - Justice Court Technology Fund Total:		12.00

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: 10/01/2024 - 10/31/2024 Case Categories: Criminal; Civil
 Locations: JP1

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

G/L Account	G/L Account Number	Fee Totals
0373 - JP-1 Truancy Program Fund		
01-0373-0000-370000 - JP-1 Truancy Program Fees	L-004-1-01-0373-0000-370000: 01-0373-0000-370000 - JP-1 Truancy Program	11.00
0373 - JP-1 Truancy Program Fund Total:		11.00
0399 - State Agency Fund		
01-0399-0000-208031 - JP 1 Truancy Prev/Divers ion - State	L-004-1-01-0399-0000-208031: 01-0399-0000-208031 - JP 1 Truancy Prev/Divers ion - State	6.00
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-1-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	80.00
01-0399-0000-208165 - CCC 01.2020 Fee's Due to State	L-004-1-01-0399-0000-208165: 01-0399-0000-208165 - State Con Court Cost LGC 133.102(a)(3)	4,267.44
01-0399-0000-208181 - State Consolidated Fee	L-004-0399-0000-208181: State Consolidated Fee	735.00
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-1-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	8.00
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-1-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	12.00
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-1-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	91.45
01-0399-0000-208426 - State Traffic Fine Due To State	L-004-1-01-0399-0000-208426: 01-0399-0000-208426 - State Traffic Fine Due To State	1,732.69
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-1-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	6.00
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-1-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	25.00
0399 - State Agency Fund Total:		6,963.58
JP BOND		
01-0100-0000-207019 - JP1 Bond Liability Account	L-004-1-02-00002: JP1 Registry Bond Account Liability	909.00
JP BOND Total:		909.00
Fee Totals for All Funds:		60,918.90

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 10/01/2024 - 10/31/2024 Case Categories: Criminal; Civil
 Locations: JP1

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

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
2020AFC1	Arrest Fee - Constable 1 CCP 102.011(a)(1), 102.011(e)	12.99	3	0.00	0	0.00	0	12.99	3
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	91.45	19	0.00	0	0.00	0	91.45	19
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	269.73	58	0.00	0	0.00	0	269.73	58
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	4,267.44	74	0.00	0	0.00	0	4,267.44	74
2020CDF	Compliance Dismissal Fine	50.00	5	0.00	0	0.00	0	50.00	5
2020DSCM	Driving Safety Course Mandatory CCP 45.0511(f)(1)	90.00	9	0.00	0	0.00	0	90.00	9
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	1,047.60	80	0.00	0	0.00	0	1,047.60	80
2020LTF	Local Traffic Fine (TC 542.403)	103.94	38	0.00	0	0.00	0	103.94	38
2020STF	State Traffic Fine (TC 542.4031)	1,732.69	38	0.00	0	0.00	0	1,732.69	38
2020TPF	Time Payment Fee CCP 102.030	105.37	11	0.00	0	0.00	0	105.37	11
2020WFC1	Warrant Fee - Const Pct 1 CCP 102.011(a)(2), 102.011(e)	241.84	6	0.00	0	0.00	0	241.84	6
AB	Abstract	5.00	1	0.00	0	0.00	0	5.00	1
ADMIN	Administration Fee [CCP 102.072]	2.00	1	0.00	0	0.00	0	2.00	1
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	10.00	2	0.00	0	0.00	0	10.00	2
CB	Cash Bond	1,409.00	5	0.00	0	(500.00)	1	909.00	6
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	80.00	2	0.00	0	0.00	0	80.00	2
CCOP	Civil Copies	4.00	4	0.00	0	0.00	0	4.00	4
CERT	Certified Copy	6.00	1	0.00	0	0.00	0	6.00	1
CFINE	County Fine	9,083.58	80	500.00	1	0.00	0	9,583.58	81
CHS	Courthouse Security Fee (CCP 102.017)	6.00	2	0.00	0	0.00	0	6.00	2
CHSJC	JP Security Fee (CCP 102.017)	2.00	2	0.00	0	0.00	0	2.00	2
CONFINE	Contempt Of Court	56.82	1	0.00	0	0.00	0	56.82	1
CONT1	Constable Service Fee Pct #1	19,440.00	176	0.00	0	0.00	0	19,440.00	176
CRFEEOVER	Criminal Overpayment Fee	0.00	1	0.00	0	0.00	0	0.00	1
CSSF	Child Safety School Fee (CCP 102.014(c))	89.95	4	0.00	0	0.00	0	89.95	4
DDF	Deferred Disposition Fee	789.00	6	0.00	0	0.00	0	789.00	6
IDF	Indigent Defense Fee (LGC 133.107)	6.00	2	0.00	0	0.00	0	6.00	2
JCTF	Justice Court Technology Fee (CCP 102.0173)	12.00	2	0.00	0	0.00	0	12.00	2
JFR	Jury Reimbursement Fee (CCP 102.0045)	8.00	2	0.00	0	0.00	0	8.00	2

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 10/01/2024 - 10/31/2024 Case Categories: Criminal; Civil
 Locations: JP1

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

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
JTP	Juvenile Truancy Program (CCP 102.0174)	11.00	2	0.00	0	0.00	0	11.00	2
JTPDC	Juvenile Truancy Prev/Divers ion Due to County (CCP 102.015)	3.00	2	0.00	0	0.00	0	3.00	2
JTPDS	Juvenile Truancy Prev/Divers ion Due to State (CCP 102.015)	3.00	2	0.00	0	0.00	0	3.00	2
JURY	Jury Fee	22.00	1	0.00	0	0.00	0	22.00	1
JUSFC	Judicial Support Fund - County (LGC 133.105)	1.20	2	0.00	0	0.00	0	1.20	2
JUSFS	Judicial Support Fund - State (LGC 133.105)	10.80	2	0.00	0	0.00	0	10.80	2
MISCOP	Miscellaneous Copy Fees	9.50	3	0.00	0	0.00	0	9.50	3
SB41CDRF	County Dispute Resolution fund - LGC 135.157	1,710.00	342	0.00	0	0.00	0	1,710.00	342
SB41JCSF	Justice Court Support Fund	8,550.00	342	0.00	0	0.00	0	8,550.00	342
SB41LAF	Language Access Fund - LGC 135.155	1,026.00	342	0.00	0	0.00	0	1,026.00	342
SB41SCF	State Consolidated Fee	735.00	35	0.00	0	0.00	0	735.00	35
TPC	Time Payment Fee - County	12.50	1	0.00	0	0.00	0	12.50	1
TPS	Time Payment Fee - State	12.50	1	0.00	0	0.00	0	12.50	1
WARCI	Warrant Fee - Constable Pct. 1	50.00	1	0.00	0	0.00	0	50.00	1
WCSO	Williamson County Sheriff	100.00	1	0.00	0	0.00	0	100.00	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	230.00	47	0.00	0	0.00	0	230.00	47
WSF1	Constable #1 - Writ Service Fee	9,400.00	48	0.00	0	0.00	0	9,400.00	48
Fee Code Summary Totals		Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
		60,918.90	1,811	500.00	1	(500.00)	1	60,918.90	1,813

Commissioners Court - Regular Session

8.

Meeting Date: 11/26/2024

Approve Request for Grant Extension

Submitted By: Ronald Morgan, All District Courts

Department: All District Courts

Agenda Category: Consent

Information

Agenda Item

Consider and take appropriate action on request to authorize County Judge to sign letter seeking a no-cost extension to the existing Family Recovery Court Grant, awarded by the US Department of Justice.

Background

The Family Recovery Court is a specialty court managed by the 395th District Court and funded by a grant through the US Department of Justice. The initial term of the grant expired in September 2024 and an initial 'no-cost extension' through September 2025 was approved by the Grantor at the request of the District Courts. Because there are funds remaining, and to avoid a request for funding through the general fund in FY26, the District Court would like to extend the grant through September 2026. We have been advised by the Grant Program Manager that this request must be made by the "Authorizing Official", the County Judge.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Extension

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Ronald Morgan

Final Approval Date: 11/21/2024

Reviewed By

Becky Pruitt

Date

11/21/2024 03:06 PM

Started On: 11/21/2024 10:58 AM



Judge Bill Gravell, Jr.
Williamson County Judge
710 Main Street, Georgetown, TX 78626
512.943.1550
ctyjudge@wilcotx.gov

November 26, 2024

Erika Fountain, Ph.D.
Office of Juvenile Justice and Delinquency Prevention
US Department of Justice

Re: Second Program Period Extension
15PJDP-21-GG-04528-COAP

Dear Dr. Fountain,

Williamson County is grateful for the support that the Department of Justice has provided to our Family Recovery Court (FRC) program, thus far. We firmly believe that this has helped us through the initial stages of designing and launching a program that is beneficial to parents and children involved in the child welfare system, and that we hope will be able to replicate in other jurisdictions. Please accept this letter as our request for a second Program Period Extension.

I. Background on Request

The Williamson County Family Recovery Court is funded by a DOJ grant to serve parents involved in child welfare matters. The FRC has two primary objectives: (1) to admit 10 family participants on a rolling basis and, (2) to successfully discharge 8 family participants each year on a rolling basis.

The 3-year grant began in October of 2021 and was due to end in September of 2024. As a result of issues discussed below, we submitted a no-cost extension for an additional 12 months (GAM 0578765), which runs through September 30, 2025, the current program period. This letter represents a request to extend the grant through September 30, 2026.

II. The First Extension

We began using grant funds in October of 2021, but due to various issues, including a challenge in hiring the Program Manager position and a reduction in the number of Child Welfare Referrals in 2021 and 2022 due to both the COVID Pandemic and a change in CPS' approach to child welfare, there was a significant delay in both program development and grant fund utilization. We are currently in the first 2 months of the extension and so, while we are not able to explain the outcome of the extension, below we articulate the intended impact.

Effect on Participants

Through the first two years of the grant a change in the number of filed child welfare cases resulted in a total of 15 participants, prompting our request for the first extension. In year 3 of the grant, an additional 6 participants were admitted, and we are now at the projected census of 10 participants, with 4 currently on the waiting list for admission.



Judge Bill Gravell, Jr.

Williamson County Judge

710 Main Street, Georgetown, TX 78626

512.943.1550

ctyjudge@wilcotx.gov

This change reflects the impact of the grant: the technical assistance that we have received through the Center for Children and Families has been instructive and supportive. After meeting with our TA provider and discussing the low referral numbers, we re-developed our admission screening process such that we are now screening 100% of the child welfare cases filed instead of waiting for referrals. As a result, we saw our number of cases screened go from 45 in year 1 to 102 in year 3 and, in the first month of year 4, 19 cases have been screened.

Through year 3, we have graduated 6 participants. In this first extension period, we project graduating 4 in the first half of 2025 alone and will fill those spots from our waiting list that has resulted from our new screening process.

Effect on Program Development

Prior to onboarding the Case Manager, managing the day-to-day operations of the FRC was the responsibility of the Director of District Court Administration and the District Judge. With the work of our Program Case Manager, we have been able to increase both our impact on participants and our partnerships to provide the services that are so clearly needed.

During the first extension period we project onboarding additional partners, obtaining program evaluation data from our research partner (Univ. of Tx. Arlington) and using that data to inform adjustments to program structure and process. Additionally, we believe that in this first extension, we will be able to build a solid foundation for program sustainability, which will chart major activities in the requested second extension.

III. The Current (Second) Extension Request

At the same time as positive momentum has been achieved, major statewide changes in the child welfare landscape have continued to affect our progress.¹ In the past 2 years, we have had 7 caseworkers assigned to the program from Child Protective Services. The County Attorney's Office, which represents the state in these matters, has continued to experience significant turnover, and the roster of attorneys willing to take child welfare cases is much reduced. All of this affects the progress of cases in the child welfare system as a whole and FRC cases in particular; at the same time, we are proud of our partners who are working to develop and set a path for sustainability for the model that we are developing.

Goals for Second Extension

In year 5 of the grant (FY26), we hope to continue the positive progress of FY2025, including significant revisions to program participant guides, resource guides, program policies and procedures, and a final program assessment, which we anticipate will culminate in a White Paper that will describe what we have done to establish and build a pattern of success with the Family Recovery Court. Finally, the major

¹ See, e.g., Dey, Sneha. "Across Texas a Slow and Sputtered Rollout of Foster Care Privatization." The Texas Tribune, May 31, 2023. Last accessed 11/5/2024 at <https://www.texastribune.org/2023/05/31/texas-department-family-protective-services-foster-care/>.



Judge Bill Gravell, Jr.

Williamson County Judge

710 Main Street, Georgetown, TX 78626

512.943.1550

ctyjudge@wilcotx.gov

goal for Y5 would be to put into place a structure to sustain the Family Recovery Court at the conclusion of this grant. Because of the County's budget requirements, our intent is to have this in place no later than March of 2026, so that it is a part of the FY27 budget discussion as needed.

IV. Balance Information

As of this date, we have drawn down \$231,118.34 and there is an unobligated balance of \$665,826.66 for this grant.

V. Effect of Denial

I am advised by the District Judge who is presiding over the Family Recovery Court that long-term sustainability planning is a key part of the current Fiscal Year and the proposed final 12-month extension. It is highly unlikely that such sustained funding beyond the grant will be in place by September 30, 2025, as such, it is our sincere hope that you will decide favorably on our request. Failing that, however, I expect the District Judge to request that the Commissioners Court consider funding the program beginning in FY2026 (effective October 1, 2025). Should the Court decline to fund the request, and in the absence of non-grant funding, the Family Recovery Court will likely have to cease operations.

VI. Conclusion

We are grateful for this partnership, and what it has allowed us to accomplish in support of children and families in Williamson County. The grant funding has allowed us to employ a full-time case manager, has funded 840 nights of sober living, participation by 10 participants in trauma therapy, and 8 participants in parent education and parent coaching. Most importantly, it has had a positive impact on the 9 children of our successful participants and the potential for a similar impact on the 11 children of our current participants. Thank you for your consideration of our request to extend the time of this grant.

Sincerely,

Bill Gravell, Jr.

Williamson County Judge

Cc: Hon. Ryan Larson, Judge, 395th Judicial District Court
Hon. Julie Kiley, Williamson County Auditor
Ronald S. Morgan, Jr., Director, District Court Administration

Commissioners Court - Regular Session

9.

Meeting Date: 11/26/2024

Acceptance of Trailer for County purposes

Submitted For: D. Hobbs

Submitted By: Stephanie Lloyd, County Attorney

Department: County Attorney

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on accepting a 2012 Ranch King trailer into the County's Inventory.

Background

This trailer was abandoned and a hearing was held in Justice of the Peace Precinct 3 pursuant to Art. 47.01a of the Code of Criminal Procedure, and at the conclusion of the hearing this property was awarded to the County for official county purposes. The Road and Bridge department has interest in using the trailer in the scope of its official work if the County accepts the trailer into its inventory. Signed order from Justice of the Peace Precinct 3 is attached.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Signed Order

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Stephanie Lloyd

Final Approval Date: 11/21/2024

Reviewed By

Becky Pruitt

Date

11/21/2024 02:42 PM

Started On: 11/20/2024 04:38 PM

COPY

No. 3AD-24-0038

WILLIAMSON COUNTY, TEXAS	§	IN THE JUSTICE OF THE
	§	PEACE COURT
IN THE INTEREST OF	§	PRECINCT THREE
	§	
2012 RANCH KING TRAILER	§	WILLIAMSON COUNTY, TEXAS

ORDER

On the 19th day of November, 2024, the Justice of the Peace Court, Precinct Three held a hearing on the above referenced cause number. After considering the Petition, evidence, exhibits, and the arguments presented, the Court makes the following findings:

1. The Court finds probable cause to believe that the property subject to the Petition was acquired by theft or by another manner that makes its acquisition an offense.
2. The Court further finds that the identity of the actual owner of the property cannot be determined.

Based on these findings, the Court hereby orders that the Williamson County Sheriff's Office delivery the property to Williamson County, a governmental agency for official purposes.

Signed on this 19th day of November, 2024.



[Handwritten signature]

*Justice Court Clerk
Justice of the Peace Court
Precinct Three
Williamson County, Texas*

I certify that this is a true and correct copy of the original document.

[Handwritten signature]

Commissioners Court - Regular Session

10.

Meeting Date: 11/26/2024

Authorize Issuing Advertisement for RFP #25RFP14 Jail Pharmaceuticals, Supplies and Services for Sheriffs Office/Jail

Submitted For: Joy Simonton

Submitted By: Koren Shannon, 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 RFP for Jail Pharmaceuticals, Supplies and Services for the County Jail, under #25RFP14.

Background

Williamson County is seeking a firm to supply medical services, supplies and pharmaceuticals for the Williamson County Jail with currently 650 inmates. The estimated budget is \$971,750.00. The funding source is 01.100.0570.003307 and the point of contact is Terri Countess.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Koren Shannon
Final Approval Date: 11/21/2024

Reviewed By

Joy Simonton
Becky Pruitt

Date

11/20/2024 07:36 PM
11/21/2024 08:41 AM
Started On: 11/18/2024 11:56 AM

Commissioners Court - Regular Session

11.

Meeting Date: 11/26/2024

Discuss, consider and take appropriate action on a Resolution by the Commissioners Court of Williamson County designating authorized signatories for contractual documents and documents for requesting funds pertaining to the Local Hazard Mitigation Plans Program (LHMPP) General Land Office (GLO) State Contract Number 22-130-058-e524

Submitted For: Bruce Clements

Submitted By: Damaris Morales, Emergency Services Dept.

Department: Emergency Services Dept.

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a Resolution by the Commissioners Court of Williamson County designating authorized signatories for contractual documents and documents for requesting funds pertaining to the Local Hazard Mitigation Plans Program (LHMPP) General Land Office (GLO) State Contract Number 22-130-058-e52

Background

This is an update to a previous resolution and includes authorizing staff in the Auditor’s and Treasurer’s offices to sign off on financial documents related to the grant. In February of 2024 Williamson County was awarded a grant from the General Land Office for LOCAL HAZARD MITIGATION PLANNING PROGRAM. The grant provides the funding for the County to contract with a vendor to write a Hazard Mitigation Plan for the County. The plan identifies hazards in the county and mitigation actions to address those hazards. Once the plan is approved it enables the County to receive FEMA hazard mitigation project grant funding.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Resolution Signatory Form
Authorized Signatories Form

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/20/2024 02:26 PM
Form Started By: Damaris Morales		Started On: 11/19/2024 12:19 PM
Final Approval Date: 11/20/2024		

RESOLUTION AUTHORIZING SIGNATORIES

A RESOLUTION BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL DOCUMENTS AND DOCUMENTS FOR REQUESTING FUNDS PERTAINING TO THE LOCAL HAZARD MITIGATION PLANS PROGRAM (LHMPP) GENERAL LAND OFFICE (GLO) STATE CONTRACT NUMBER 22-130-058-E524.

WHEREAS, Williamson County has received a Local Hazard Mitigation Plans Program award to provide a Local Hazard Mitigation Plan Update; and

WHEREAS, it is necessary to appoint persons to execute contractual documents and documents requesting funds from the Texas General Land Office and;

WHEREAS, an original signed copy of the LHMPP Depository/Authorized Signatories Designation Form is to be submitted with a copy of this Resolution, and;

WHEREAS, Williamson County acknowledges that in the event that an authorized signatory changes (elections, illness, resignations, etc.) the following will be required:

- a resolution stating the new authorized signatory (A new resolution is not required if this original resolution names only the title and not the name of the signatory); and
- a revised LHMPP *Depository/Authorized Signatories Designation Form*.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, AS FOLLOWS:

SECTION 1: The County Judge and County Auditor or their designee will be authorized to execute contractual documents between the Texas General Land Office and the County for the Local Hazard Mitigation Plans Program.

SECTION 2: The County Judge, County Auditor and County Treasurer or their designee will be authorized to execute the *State of Texas Purchase Voucher* and *Request for Payment Form* documents required for requesting funds approved in the Local Hazard Mitigation Plans Program.

PASSED AND APPROVED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS on _____
_____, 2024.

By: _____
As Presiding Officer of the
Williamson County Commissioners Court

ATTEST:

By: _____
Williamson County Clerk/Deputy Williamson County Clerk



COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office
Depository/Authorized Signatories Designation Form

Subrecipient:	Williamson County	Contract Number:	22-130-058-E524
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The individuals below are designated by resolution as authorized signatories for contractual documents. At least two signatories required.

Name	Name
Title	Title
Signature	Signature
Name	Name
Title	Title
Signature	Signature

The financial lending institution listed here will serve as the depository for the Texas General Land Office-Disaster Recovery Program Community Development Block Grant (CDBG) funds:

Wells Fargo	
Name of Lending Institution	
111 S Austin Ave, Georgetown, TX 78626	
Address	
Georgetown, TX 78626	
City, State, Zip Code	
Fund Account Number:	4 9 4 3 9 5 1 6 0 8

The individuals below are designated by resolution as authorized signatories for financial documents. At least two signatories required.

Carole Callahan	Jalyn Morris
Name	Name
First Assistant Treasurer	First Assistant County Auditor
Title	Title
Signature	Signature



COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office
Depository/Authorized Signatories Designation Form

Carole Callahan	Jalyn Morris
Name	Name
First Assistant Treasurer	First Assistant County Auditor
Title	Title
Signature	Signature

NOTE: A copy of a Resolution passed by the city council or county commissioner's court authorizing the signatories must be submitted along with this form.

Disclaimer: The Texas General Land Office has made every effort to ensure the information contained on this form is accurate and in compliance with the most up-to-date CDBG-DR and/or CDBG-MIT federal rules and regulations, as applicable. It should be noted that the Texas General Land Office assumes no liability or responsibility for any error or omission on this form that may result from the interim period between the publication of amended and/or revised federal rules and regulations and the Texas General Land Office's standard review and update schedule.

Commissioners Court - Regular Session

12.

Meeting Date: 11/26/2024

Authorize Issuing RFSQ #25RFSQ12 Southwest Regional Park Design Services for Field and Track Upgrades 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 Southwest Regional Park Field and Track Upgrades project, under RFSQ #25RFSQ12. The Funding Source is P605.

Background

Williamson County is seeking written statements of qualifications from qualified planners, landscape architects, and engineers to provide design services for Southwest Regional Park Field and Track Upgrades. The estimated construction budget is \$6,500,000.00. The funding source is P605, Origination ID #1591 and the point of contact is Christy Matoska.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Johnny Grimaldo

Final Approval Date: 11/21/2024

Reviewed By

Joy Simonton

Becky Pruitt

Date

11/20/2024 07:38 PM

11/21/2024 08:35 AM

Started On: 11/18/2024 09:58 AM

Commissioners Court - Regular Session

13.

Meeting Date: 11/26/2024

Authorize Issuing RFCSP #25RFCSP13 - Brushy Creek Regional Trail - Extend Along Hairy Man Rd. 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 Competitive Sealed Proposals for a contractor for Brushy Creek Regional Trail-Extend Along Hairy Man Road, under RFCSP #25RFCSP13; designating RVi Planning + Landscape Architecture for Architectural/ Engineering services, and approving, in the public interest, assigning the price criteria a weighted value of not less than 36.9 percent of the total weighted value of all selection criteria. The Funding Source is P551.

Background

Williamson County is seeking written proposals from qualified contractors to provide Competitive Sealed Proposals for the Brushy Creek Regional Trail extension. The estimated construction budget is \$4,100,000.00. The funding source is P551, Origination ID #1604 and the point of contact is Christy Matoska.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	11/20/2024 07:43 PM
County Judge Exec Asst.	Becky Pruitt	11/21/2024 08:38 AM
Form Started By: Johnny Grimaldo		Started On: 11/18/2024 09:59 AM
Final Approval Date: 11/21/2024		

Commissioners Court - Regular Session

14.

Meeting Date: 11/26/2024

Award of RFSQ #24RFSQ74 Environmental Testing and Remediation Services Pool 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 awarding RFSQ #24RFSQ74 Environmental Testing and Remediation Services for various countywide projects to the recommended firms, as a pool, herein for a period of two (2) years on an as-needed basis.

Background

Williamson County received Fourteen (14) responses from qualified architects and engineers providing professional environmental testing and remediation services (ETR) to support the County Architect for various countywide projects. The names of firms that are being recommended for award are:

- Braun Intertec
- Freese and Nichols, Inc
- Kleinfelder, Inc
- Terracon Consultants, Inc
- TRC Environmental Corporation
- Separation System Consultants, Inc (SCCI)

The awarded pool of professionals will be valid for two (2) years. Professional Service Agreements (PSAs) will be contracted on an as-needed basis and will be presented to court for approval at that time. Budgeted amounts will vary with various line items and project numbers may be used. The point of contact is Gretchen Glenn.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

- Recommendation Letter with List of Recommended Firms
- Scoresheet-redacted

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	11/20/2024 07:53 PM
County Judge Exec Asst.	Becky Pruitt	11/21/2024 08:39 AM
Form Started By: Johnny Grimaldo		Started On: 11/18/2024 09:59 AM
Final Approval Date: 11/21/2024		



November 14, 2024

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

Re: 24RFSQ74
Environmental Testing and Remediation Services Pool
Recommendation of Agreement Award

After independently and collectively reviewing qualification submissions, the evaluation committee found **the attached list of Environmental, Testing & Remediation (ETR) firms** to be the best-suited candidate to provide testing services for Williamson County. The evaluation committee recommends award of the ETR project to **the attached list of Environmental, Testing & Remediation firms.**

Sincerely,

A handwritten signature in black ink, appearing to read 'Dale Butler', is written over a light blue horizontal line.

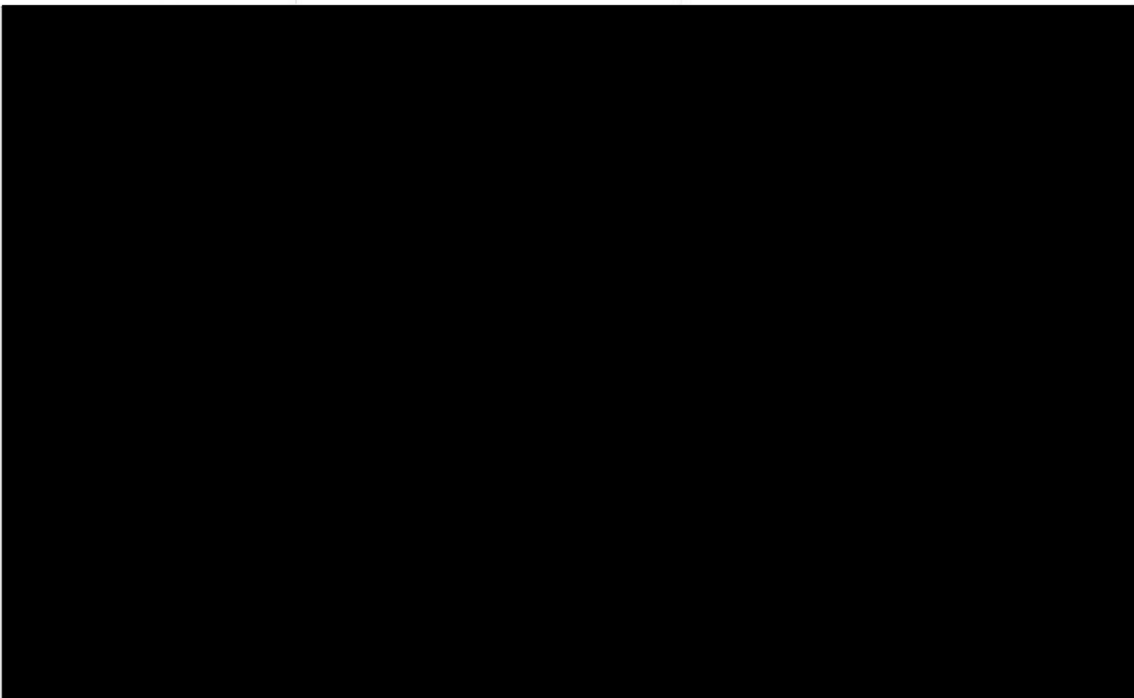
Dale Butler
Senior Director of Facilities, Facilities Management

24RFSQ74 Environmental Testing & Remediation Services Pool

Evaluation Criteria	Company experience of similar type and size Projects	Project Engineer professional experience	Process	Company performance with Government Agencies	Total Points	Notes
Max Points	30	20	30	20	100	
Braun Intertec	30	20	30	20	100	
Freese and Nichols, Inc	30	20	30	20	100	
Kleinfelder, Inc	30	20	30	20	100	
Terracon Consultants, Inc.	30	20	30	20	100	
TRC Environmental Corporation	30	20	30	20	100	
Separation System Consultants, Inc (SSCI)	30	20	29	20	99	

24RFSQ74 Environmental Testing & Remediation Services Pool

Evaluation Criteria	Company experience of similar type and size Projects	Project Engineer professional experience	Process	Company performance with Government Agencies	Total Points	Notes
	30	20	30	20	100	
Max Points	30	20	30	20	100	
Alisto Engineering Group	30	17	25	20	92	
ATC Group Services dba Atlas Technical Consultants	30	20	25	20	95	
Braun Intertec	30	20	30	20	100	
ECS Southwest, LLP	30	19	25	20	94	
EnviroPhase	29	17	25	17	88	
Freese and Nichols, Inc	30	20	30	20	100	
Kleinfelder, Inc	30	20	30	20	100	
Langan Engineering & Environmental LLC	30	20	25	20	95	
Professional Service Industries, Inc	30	17	25	20	92	
Roux Associates, Inc	29	19	25	20	93	
Separation System Consultants, Inc (SSCI)	30	20	29	20	99	
Terracon Consultants, Inc.	30	20	30	20	100	
TRC Environmental Corporation	30	20	30	20	100	
UES Professional Solutions 64, LLC	29	20	25	19	93	



Commissioners Court - Regular Session

15.

Meeting Date: 11/26/2024

Approval of Agreement with JT Vaughn Construction, LLC for Taylor Annex HVAC Fall Protection 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 agreement #202577 between JT Vaughn Construction, LLC and Williamson County for Taylor Annex HVAC Fall Protection, in the amount of Thirty-Three Thousand, Eight Hundred Sixteen Dollars (\$33,816.00), pursuant to Omnia Contract Number R200107 and execution of the agreement.

Background

This is for Taylor Annex HVAC Fall Protection, Williamson County Taylor Annex, 412 Vance St #1, Taylor, TX. Detailed Scope of Work is attached. Contract Audit and General Counsel reviewed. The funding source is 01.0100.1033.004509 and the point of contact is Gretchen Glenn.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Agreement for Construction Services with vendor Proposal attached
JT Vaughn Construction LLC Complete

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Johnny Grimaldo
Final Approval Date: 11/21/2024

Reviewed By

Joy Simonton
Becky Pruitt

Date

11/20/2024 10:13 PM
11/21/2024 08:48 AM
Started On: 11/19/2024 04:35 PM



Agreement for Construction Services (Cooperative Contract #Omnia R200107)

This Agreement (“Agreement”) between Williamson County, Texas, a political subdivision of the State of Texas (“Owner”) and JT Vaughn Construction, 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 Taylor Annex HVAC Fall Protection (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 Thirty-Three Thousand, Eight Hundred Sixteen and No/100 Dollars (\$ 33,816.00) 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 Fifty (50) 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:	
COVERAGES	PER OCCURRENCE
Commercial	

General Liability \$1,000,000
(including premises,
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 policies. 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 provisions 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 (15th) day after the Owner's determination, the Contractor or Subcontractor and affected worker must participate in binding arbitration in

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

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 known 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 #Omnia R200107; 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 #Omnia R200107; 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:

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

By: _____

Printed Name: _____

Title: _____

Date: _____

CONTRACTOR:

JT Vaughn Construction, LLC

By:  _____

Printed Name: ~~_____~~
Danny Thompson
Chief Executive Officer

Title: _____

Date: 11/12/2024

Exhibit "A"

Plans and Specifications

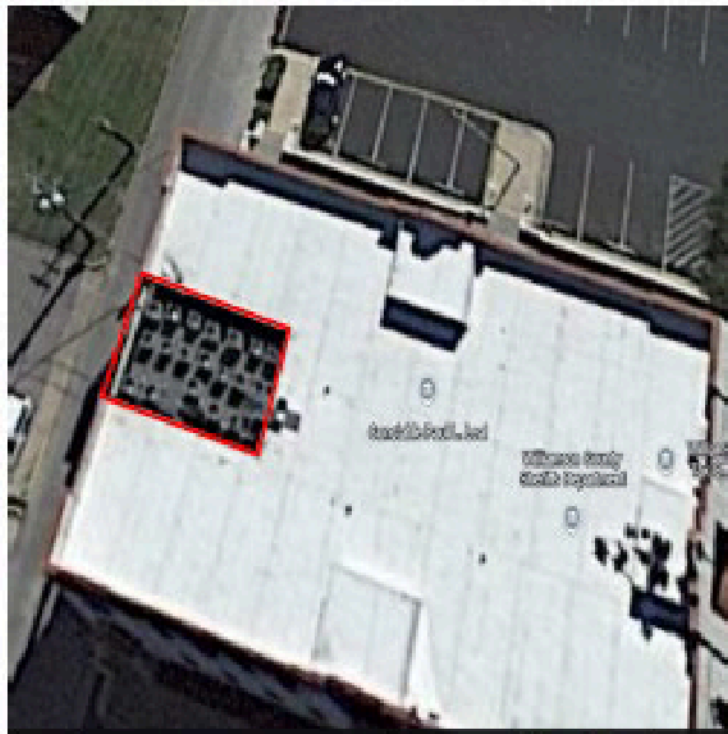
Taylor Annex HVAC Fall Protection, 412 Vance Street, Taylor, Tx
JT Vaughn Construction, LLC

Scope of Work:

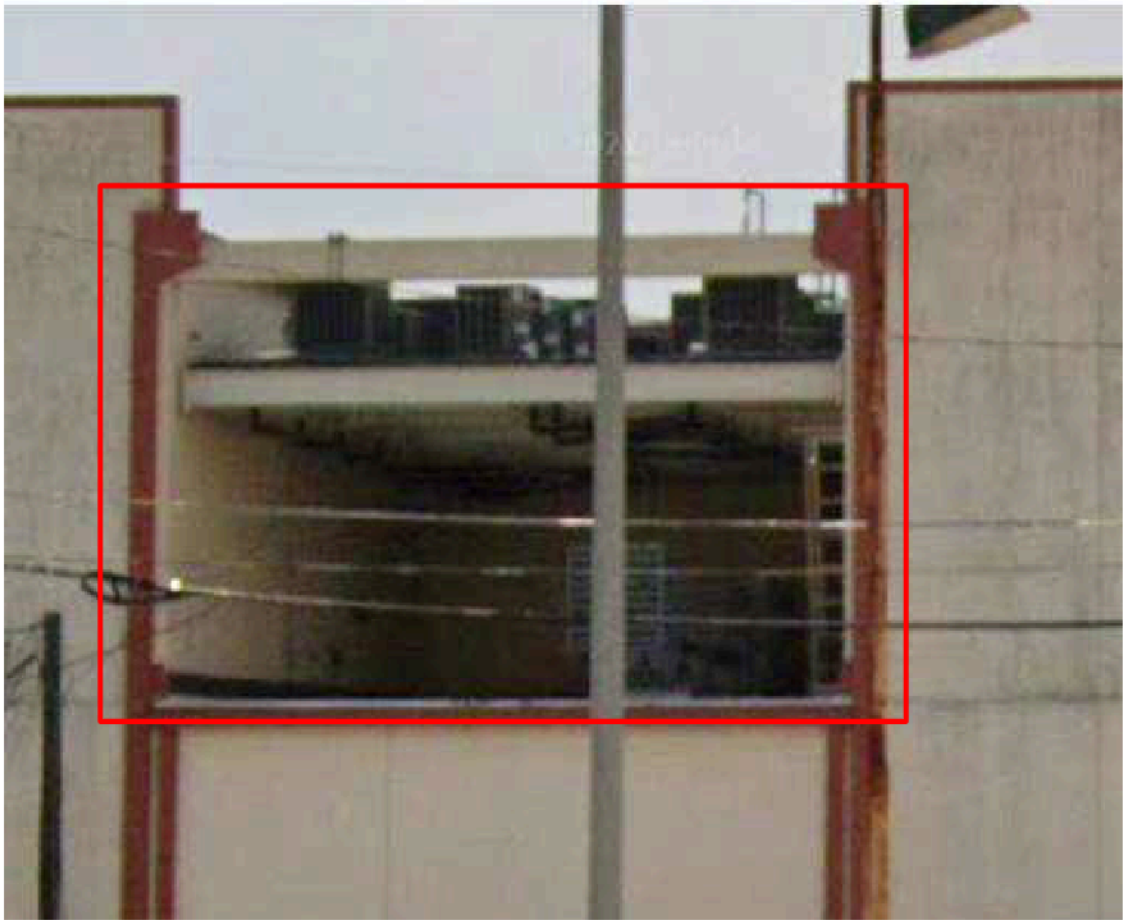
- On site supervision & safety measures.
- Payment and Performance Bonds.
- Temporary project site containment measures.
- Long picket rail to fill gap between AHU and concrete beam.
- Long picket rail to replace existing chain.
- Engineering.

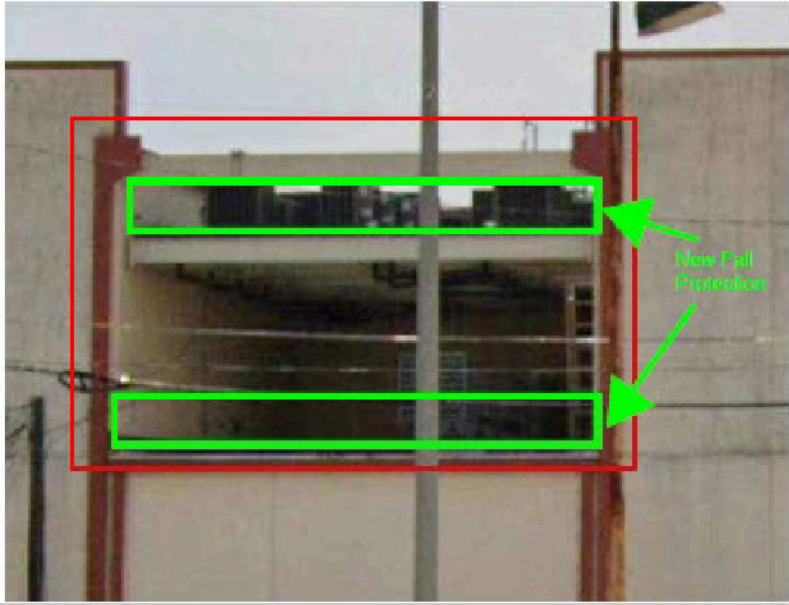
Excludes:

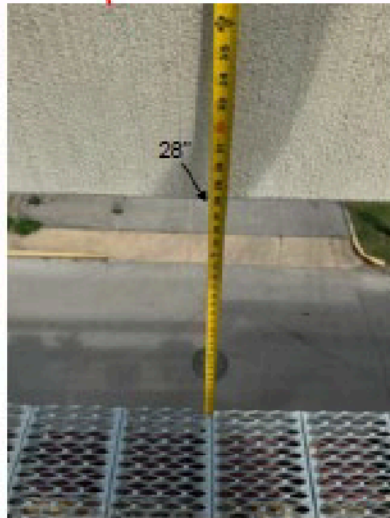
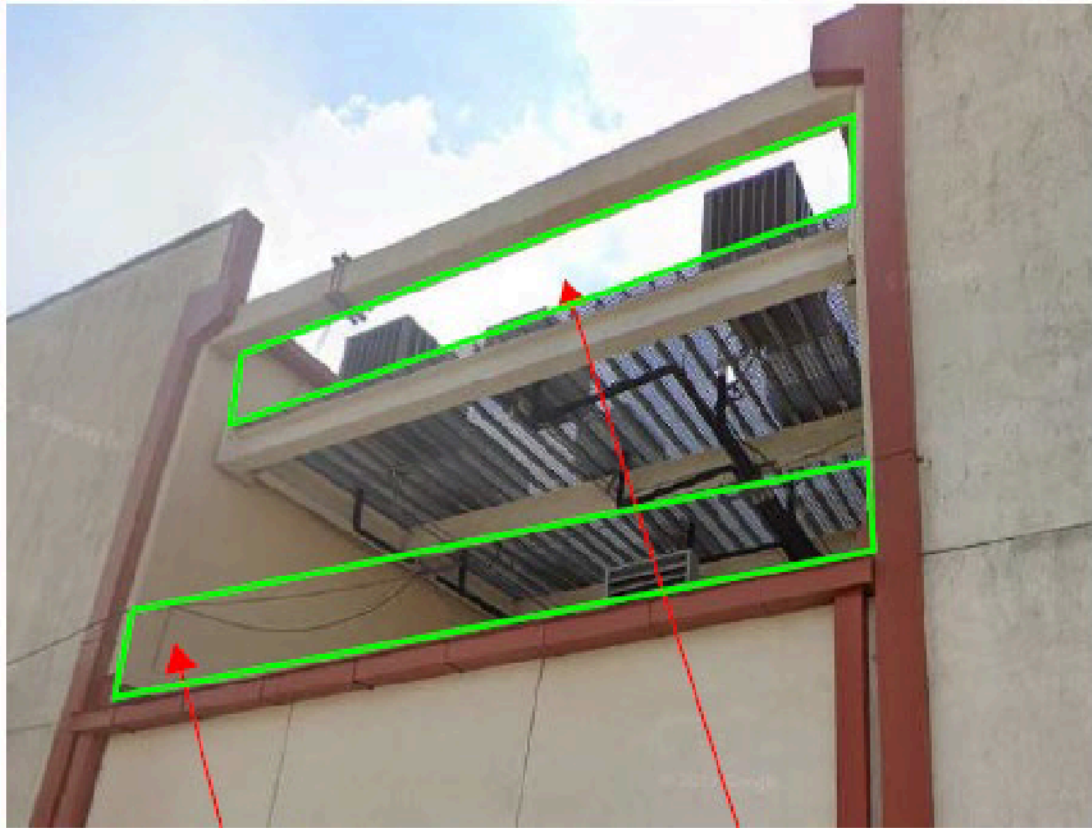
- Locating or removing asbestos or other hazardous materials
- Badging and Background Check fees
- Permitting



Install fall protection on the second floor and third mechanical area. Second floor fall protection will be installed at a height of 48". This will replace the existing chain. Third floor fall protection will be installed at 28". This will fill in the area between grate floor and concrete beam. Third floor will also receive fall protection around access ladder.







CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

J. T. Vaughn Construction, LLC
Houston, TX United States

Certificate Number:
2024-1238226

Date Filed:
11/13/2024

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

Williamson County, Texas

Date Acknowledged:

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.

#Omnia R200107
Construction Services for Taylor Annex HVAC Fall Protection

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Vaughn, J. Thomas	Houston, TX United States	X	
	Vaughn, William F.	Houston, TX United States	X	
	Vaughn, Michael W.	Houston, TX United States	X	
	Simpson, Michael W.	Houston, TX United States	X	

5 Check only if there is NO Interested Party.


6 UNSWORN DECLARATION

My name is Danny Thompson, and my date of birth is [REDACTED].

My address is [REDACTED] TX 77042 USA
(street) (city) (state) (zip code) (country)

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

Executed in Harris County, State of Texas, on the 13th day of November, 2024.
(month) (year)



Signature of authorized agent of contracting business entity (Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
J. T. Vaughn Construction, LLC
Houston, TX United States

Certificate Number:
2024-1238226

Date Filed:
11/13/2024

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

Date Acknowledged:
11/19/2024

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.
#Omnia R200107
Construction Services for Taylor Annex HVAC Fall Protection

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Vaughn, J. Thomas	Houston, TX United States	X	
	Vaughn, William F.	Houston, TX United States	X	
	Vaughn, Michael W.	Houston, TX United States	X	
	Simpson, Michael W.	Houston, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

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

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

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

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

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session

16.

Meeting Date: 11/26/2024

Alpha 24IFB55 CO1 Cul-de-Sac & Straight Section Fog Seal Spring 2024

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 24IFB55 for Alpha Paving Industries LLC in the amount of \$11,364.55 for Cul-de-Sac and Straight Section Fog Seal Spring 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 \$347,346.25. With the addition of this Change Order in the amount of \$11,364.55, the final contract amount will be \$358,710.80. This change order increases the original contract by 3.3%.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Alpha 24IFB55 CO1 Cul-de-Sac & Straight Section Fog Seal Spring 2024

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 11/21/2024

Reviewed By

Becky Pruitt

Date

11/21/2024 08:50 AM

Started On: 11/20/2024 03:07 PM

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1

Contractor: Alpha Paving Industries LLC NTP Required: Yes No

Project Name: Cul-de-Sac and Straight Section Fog Seal Spring 2024

Change Order Work Limits: Sta. all to Sta. all

Type of Change(on federal-aid non-exempt projects): n/a (Major/Minor)

Reasons: 2E (3 Max. - In order of importance - Primary first)

Contract Award Date:	<u>7/3/2024</u>
Project Number:	<u>24IFB55</u>
Funding Source:	<u>3599</u>
Roadway:	<u>Various</u>

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: _____

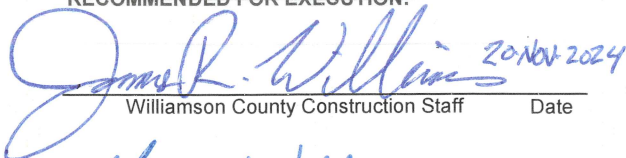
New Special Provisions/Specifications to the contract are attached: Yes No

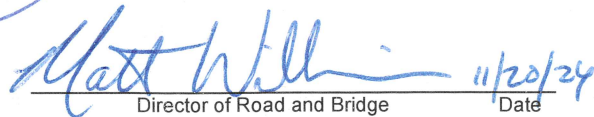
New Special Provisions to Item N/A No. N/A. Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

<p><small>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.</small></p> <p>THE CONTRACTOR Date <u>11/19/2024</u></p> <p>By </p> <p>Typed/Printed Name <u>John Ross</u></p> <p>Typed/Printed Title <u>PW Project Manager</u></p>	<p>The following information must be provided</p>
	<p>Time Ext. #: <u>N/A</u> Days added on this CO: <u>0</u></p> <p>Amount added by this change order: <u>\$11,364.55</u></p> <p>Original Contract Amount: <u>\$347,346.25</u></p> <p>Total Change Orders To-Date: <u>0</u></p> <p>Percent Change in Original Contract: <u>3.3%</u></p>

RECOMMENDED FOR EXECUTION:

 20 Nov 2024
 Williamson County Construction Staff Date

 11/20/24
 Director of Road and Bridge Date

RECOMMENDED FOR EXECUTION:

 11/20/24
 Department of Infrastructure Date
 Williamson County
 For Robert B. Daigh

APPROVED:

N/A

 3rd Party Signature Date

 Presiding Officer of the
 Williamson County Commissioners Court Date

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1

Project # 24IFB55

TABLE B: Contract Items (Continued)

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		OVERRUN/UNDERRUN
				QUANTITY	ITEM COST		QUANTITY	ITEM COST	
315-6004	Fog Seal (CSS-1H)	GAL	\$20.00	2,125.00	\$42,500.00	(525.00)	1,600.00	\$32,000.00	(\$10,500.00)
350-6001	Microsurfacing	TON	\$1,130.00	83.00	\$93,790.00	19.41	102.41	\$115,723.30	\$21,933.30
3028-6002	Frictional Asph Surf Preserv Trtmt	SY	\$6.25	28,969.00	\$181,056.25	(11.00)	28,958.00	\$180,987.50	(\$68.75)
500-6001	Mobilization	LS	\$7,500.00	1.00	\$7,500.00	0.00	1.00	\$7,500.00	\$0.00
502-6001	Barricades, Signs and Traffic Handling	MO	\$22,500.00	1.00	\$22,500.00	0.00	1.00	\$22,500.00	\$0.00
The "Totals" from Table B of the previous work sheet:						\$0.00		\$0.00	\$0.00
TOTALS						\$347,346.25		\$358,710.80	\$11,364.55

CHANGE ORDER REASON(S) CODE CHART

<p>1. Design Error or Omission</p>	<p>1A. Incorrect PS&E 1B. Other</p>
<p>2. Differing Site Conditions (unforeseeable)</p>	<p>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</p>
<p>3. County Convenience</p>	<p>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</p>
<p>4. Third Party Accommodation</p>	<p>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</p>
<p>5. Contractor Convenience</p>	<p>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</p>
<p>6. Untimely ROW/Utilities</p>	<p>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</p>

Commissioners Court - Regular Session

17.

Meeting Date: 11/26/2024

Preliminary plat for the Estates at County Line 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 Estates at County Line subdivision – Precinct 4.

Background

This proposed subdivision consists of 6 single family lots and no new public roads.

Timeline

- 2020-11-25 – initial submittal of the preliminary plat
- 2020-12-23 – 1st review complete with minor comments
- 2021-01-21 – 2nd submittal of preliminary plat
- 2021-01-27 – 2nd review complete with comments
- 2022-07-05 – 3rd submittal of preliminary plat
- 2022-07-21 – 3rd review complete with comments
- 2022-09-29 – 4th submittal of preliminary plat
- 2022-10-12 – 4th review complete with comments
- 2024-01-24 – 5th submittal of preliminary plat
- 2024-02-08 – 5th review complete with comments
- 2024-07-17 – 6th submittal of preliminary plat
- 2024-07-31 – 6th review complete with comments
- 2024-09-26 – 7th submittal of preliminary plat
- 2024-10-10 – 7th review complete with comments
- 2024-11-15 – 8th submittal of preliminary plat
- 2024-11-21 – 8th review complete with comments clear
- 2024-11-21 – preliminary plat placed on the November 26, 2024, Commissioners Court agenda for consideration

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

preliminary plat - Estates at County Line

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 11/21/2024

Reviewed By

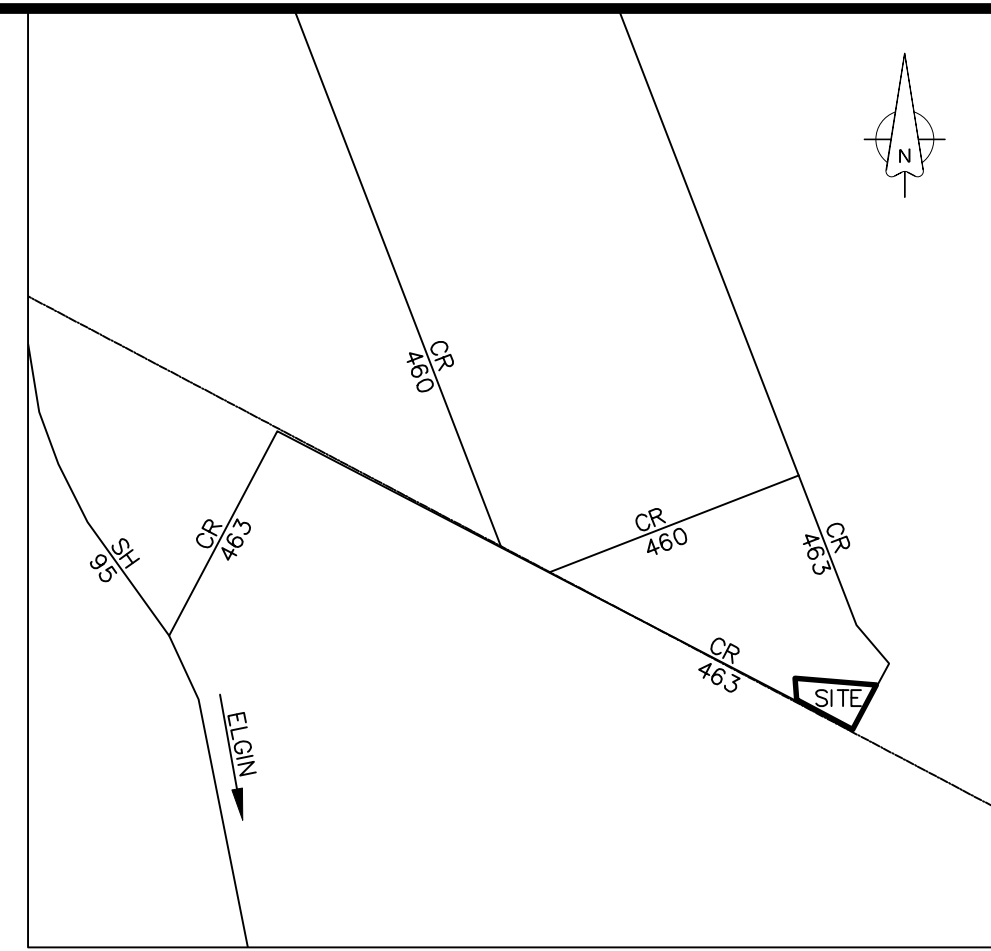
Becky Pruitt

Date

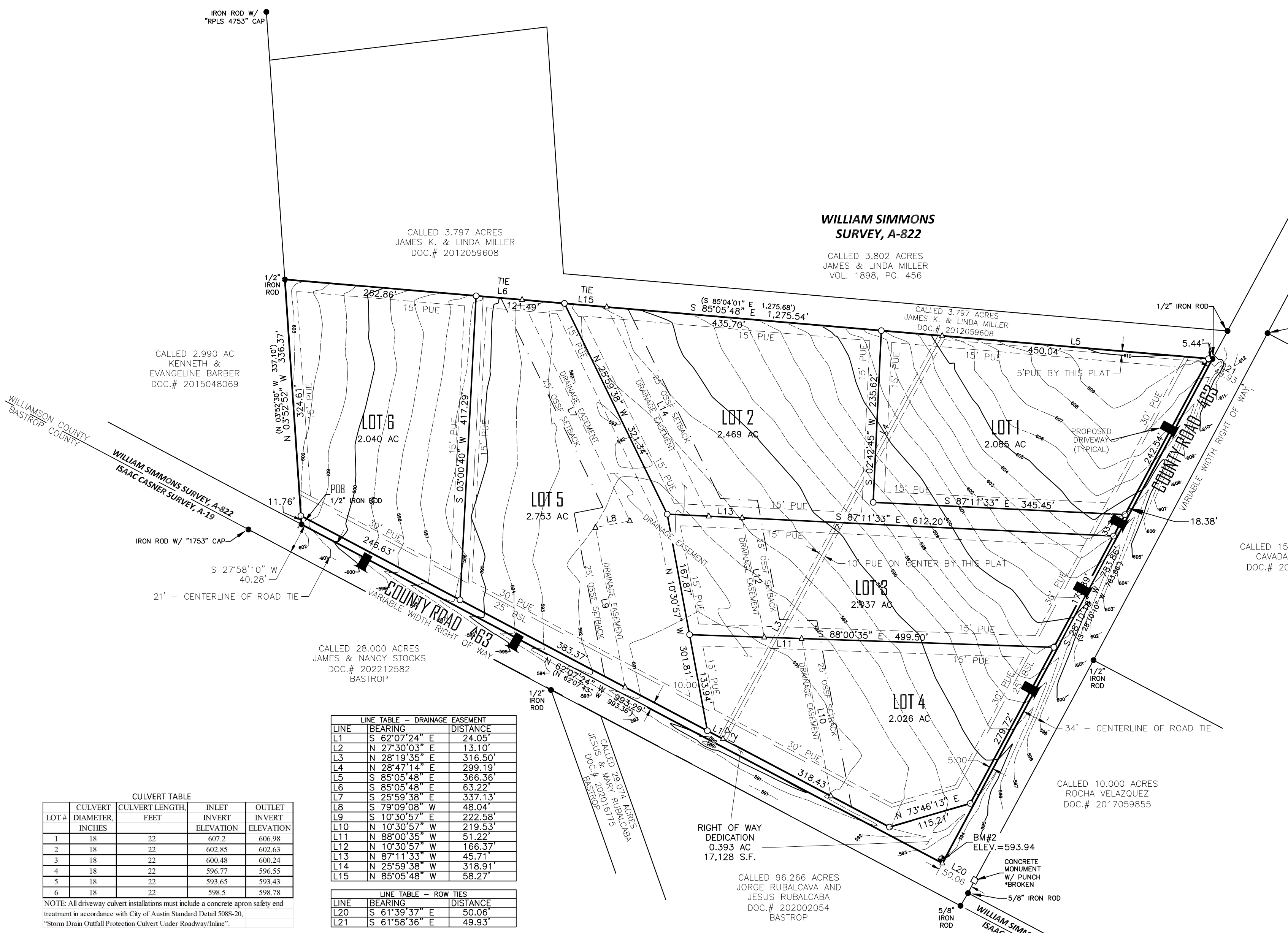
11/21/2024 03:07 PM

Started On: 11/21/2024 11:37 AM

PRELIMINARY PLAT ESTATES AT COUNTY LINE



VICINITY MAP
1" = 3000'



**WILLIAM SIMMONS
SURVEY, A-822**

CALLED 3.802 ACRES
JAMES & LINDA MILLER
VOL. 1898, PG. 456

CALLED 3.797 ACRES
JAMES K. & LINDA MILLER
DOC.# 2012059608

CALLED 3.797 ACRES
JAMES K. & LINDA MILLER
DOC.# 2012059608

CALLED 10.00 ACRES
STEVEN & TAMMY THORNTON
DOC.# 2021140213

CALLED 2.990 AC
KENNETH &
EVANGELINE BARBER
DOC.# 2015048069

WILLIAMSON COUNTY
BASTROP COUNTY

WILLIAM SIMMONS SURVEY, A-822
ISAAC CASNER SURVEY, A-19

CALLED 28.000 ACRES
JAMES & NANCY STOCKS
DOC.# 202212582
BASTROP

CALLED 10.000 ACRES
ROCHA VELAZQUEZ
DOC.# 2017059855

CALLED 96.266 ACRES
JORGE RUBALCABA AND
JESUS RUBALCABA
DOC.# 202002054
BASTROP

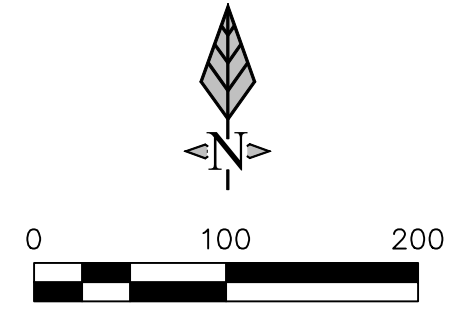
LEGEND	
SUBJECT BOUNDARY	—————
ADJOINER BOUNDARY	—————
APPROX. SURVEY ABSTRACT AND COUNTY LINE	—————
25' OSFF SETBACK	—————
25' BUILDING SETBACK	—————
EASEMENT (AS NOTED)	—————
BENCHMARK	⊙
1/2" IRON ROD FOUND (UNLESS NOTED)	●
CONCRETE MONUMENT	⊠
CALCULATED POINT	△
POINT OF BEGINNING	⊙
POB	⊙
DOC.#	DOC.#
VOLUME AND PAGE WILLIAMSON COUNTY DEED RECORDS	VOL., PG.
RECORD BEARING & DISTANCE (BOUNDARY)	(...)
ONSITE SEWAGE FACILITY	OSFF
PUBLIC UTILITY EASEMENT	PUE

BENCHMARK DESCRIPTION:

BENCHMARK #2
ELEVATION = 593.94' (NAVD 88, GEOID MODEL 12B)
DESCRIPTION: MAG NAIL SET IN ASPHALT PAVEMENT, LOCATED APPROXIMATELY N 56°55' W, 53.6' FROM CONCRETE MONUMENT WITH PUNCH LOCATED ON THE EAST RIGHT OF WAY OF COUNTY ROAD 463. [SHOWN HEREON]

CONTROL NOTE:

BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NORTH AMERICAN DATUM 1983 (NAD83), NAVD88, GEOID12B. ALL COORDINATE VALUES AND DISTANCES SHOWN ARE GRID VALUES AND MAY BE CONVERTED TO GROUND BY MULTIPLYING BY AN INVERSED COMBINED SCALE FACTOR OF 1.00013.
UNITS: US SURVEY FEET.

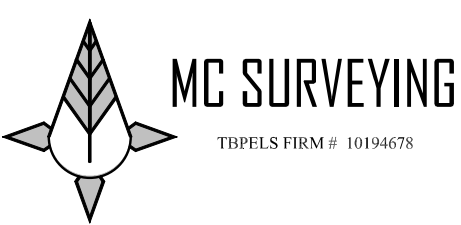


LINE TABLE - DRAINAGE EASEMENT		
LINE	BEARING	DISTANCE
L1	S 62°07'24" E	24.05'
L2	N 27°30'03" E	13.10'
L3	N 28°19'35" E	316.50'
L4	N 28°47'14" E	299.19'
L5	S 85°05'48" E	366.36'
L6	S 85°05'48" E	63.22'
L7	S 25°59'38" E	337.13'
L8	S 79°09'08" W	48.04'
L9	S 10°30'57" E	222.58'
L10	N 10°30'57" W	219.53'
L11	N 88°00'35" W	51.22'
L12	N 10°30'57" W	166.37'
L13	N 87°11'33" W	45.71'
L14	N 25°59'38" W	318.91'
L15	N 85°05'48" W	58.27'

LINE TABLE - ROW TIES		
LINE	BEARING	DISTANCE
L20	S 61°39'37" E	50.06'
L21	S 61°58'36" E	49.93'

CULVERT TABLE				
LOT #	CULVERT DIAMETER, INCHES	CULVERT LENGTH, FEET	INLET INVERT ELEVATION	OUTLET INVERT ELEVATION
1	18	22	607.2	606.98
2	18	22	602.85	602.63
3	18	22	600.48	600.24
4	18	22	596.77	596.55
5	18	22	593.65	593.43
6	18	22	598.5	598.78

NOTE: All driveway culvert installations must include a concrete apron safety end treatment in accordance with City of Austin Standard Detail 508S-20, "Storm Drain Outfall Protection Culvert Under Roadway/Inline".



PROPERTY OWNER:
CLINTON BURNS
MANAGER
JIM JONES LAND LLC
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PRELIMINARY PLAT ESTATES AT COUNTY LINE

METES & BOUNDS DESCRIPTION

BEING 13.80 ACRES OUT OF THE WILLIAM SIMMONS SURVEY, ABSTRACT NUMBER 822 OF WILLIAMSON COUNTY, TEXAS, AND BEING ALL OF A CALLED 13.815 ACRE TRACT, DESCRIBED TO JIM JONES LAND, LLC IN DOCUMENT NUMBER 2020031597 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS [O.P.R.W.C.T.]; SAID 13.80 ACRES BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD, FOUND FOR THE SOUTHWEST CORNER OF SAID 13.815 ACRE TRACT AND THE TRACT DESCRIBED HEREIN, SAME BEING THE SOUTHEAST CORNER OF A CALLED 2.990 ACRE TRACT, DESCRIBED IN DOCUMENT NUMBER 2015048069 [O.P.R.W.C.T.]

THENCE, N 03°52'52" W, WITH THE COMMON LINE OF SAID 2.990 ACRE TRACT AND SAID 13.815 ACRE TRACT, FOR A DISTANCE OF 336.37 FEET TO A 1/2 INCH IRON ROD, FOUND FOR THE NORTHWEST CORNER OF SAID 13.815 ACRE TRACT, SAME BEING THE SOUTHWEST CORNER OF A CALLED 3.797 ACRE TRACT, DESCRIBED IN DOCUMENT NUMBER 2012059608 [O.P.R.W.C.T.]

THENCE, S 85°05'48" E, WITH THE COMMON LINE OF SAID 3.797 ACRE TRACT AND SAID 13.815 ACRE TRACT, FOR A DISTANCE OF 1275.54 FEET TO A 1/2 INCH IRON ROD, FOUND FOR THE NORTHEAST CORNER OF SAID 13.815 ACRE TRACT, SAME BEING IN THE APPARENT WEST RIGHT OF WAY LINE OF COUNTY ROAD 463, A VARIABLE WIDTH RIGHT OF WAY, NO DEED OF RECORD FOUND;

THENCE, S 28°10'18" W, WITH THE EAST LINE OF SAID 13.815 ACRE TRACT, SAME BEING THE APPARENT WEST RIGHT OF WAY OF SAID COUNTY ROAD 463, FOR A DISTANCE OF 783.86 FEET TO A CALCULATED POINT AT A SHARP TURN IN SAID COUNTY ROAD 463, AND CONTINUING WITH THE SOUTH LINE OF SAID 13.815 ACRE TRACT, COMMON WITH THE APPARENT NORTH RIGHT OF WAY LINE OF SAID COUNTY ROAD 463, N 62°07'24" W, FOR A DISTANCE OF 993.29 FEET, BACK TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND, CONTAINING 13.80 ACRES, MORE OR LESS.

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.

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 OWNERS.
2. WATER SERVICE IS PROVIDED BY: MANVILLE WATER WASTEWATER SERVICE IS PROVIDED BY: OSSF (ON-SITE SEWAGE FACILITY)
3. NO LOT IN THIS SUBDIVISION IS 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 MAP, COMMUNITY PANEL NO. 48491C0725F, EFFECTIVE DATE 12/20/2019 FOR WILLIAMSON COUNTY, TEXAS
4. A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE OF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS VICINITY.
5. POSSIBLY SUBJECT TO INGRESS AND EGRESS EASEMENT AND CALLED 11.7 ACRE BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT EASEMENT RECORDED IN VOL. 483, PG. 35 WILLIAMSON COUNTY DEED RECORDS. [EASEMENT IS OVER AND ACROSS AND LACKS A RE-TRACEABLE DESCRIPTION]
6. LOT 2 MAY NOT BE FURTHER SUBDIVIDED.
7. ALL SIDEWALKS IN THIS SUBDIVISION ARE TO BE MAINTAINED BY THE ADJACENT PROPERTY OWNERS

Commissioners Court - Regular Session

18.

Meeting Date: 11/26/2024

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 (Melvin Dale Deloach) 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
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Attachments

Order for Interment

Form Review

Inbox

County Judge Exec Asst. (Originator)

Form Started By: Andrea Schiele

Final Approval Date: 11/20/2024

Reviewed By

Becky Pruitt

Date

11/20/2024 02:37 PM

Started On: 11/20/2024 08:00 AM

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

**ORDER OF COMMISSIONERS COURT
OF WILLIAMSON COUNTY, TEXAS
AUTHORIZING INTERMENT
OF DECEDENT’S REMAINS
(Melvin Dale Deloach)**

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:

Melvin Dale Deloach (SSN xxx-xx-5037) passed away on December 23, 2023, at the age of 71, 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

19.

Meeting Date: 11/26/2024

Director, Office of Emergency Management

Submitted For: Bruce Clements

Submitted By: Bruce Clements, Emergency Services Dept.

Department: Emergency Services Dept.

Agenda Category: Regular Agenda Items

Information

Agenda Item

Introducing the new Deputy Director of the Office of Emergency Management, Ryan Sullivan.

Background

The Office of Emergency Management is pleased to announce the hiring of a new Deputy Director, Ryan Sullivan. He held previous positions with the Texas Division of Emergency Management, and with the Harris County Fire Marshal's Office, where he oversaw their Emergency Operations Division.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Bruce Clements

Final Approval Date: 11/20/2024

Reviewed By

Becky Pruitt

Date

11/20/2024 02:16 PM

Started On: 11/15/2024 01:18 PM

Commissioners Court - Regular Session

20.

Meeting Date: 11/26/2024

Pancreatic Cancer Resolution

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 a resolution naming the month of November 2024 as "Pancreatic Cancer Awareness Month".

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Pancreatic Cancer Resolution

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Pierce Kathy

Final Approval Date: 11/18/2024

Reviewed By

Becky Pruitt

Date

11/18/2024 03:37 PM

Started On: 11/14/2024 05:02 PM

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

That on the 26th day of November 2024 the Commissioners Court of Williamson County, Texas met in duly called session at the Williamson County Courthouse, 710 Main Street, Georgetown, Texas, with the following members present:

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

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

RESOLUTION

WHEREAS, Pancreatic Cancer accounts for about 3% of all cancer diagnosed in the U.S. and about 7% of all cancer deaths, with 66,440 people in the United States expected to be diagnosed with Pancreatic Cancer in 2024 and about 51,750 deaths expected; and

WHEREAS, currently there is no routine preventive early detection screening available for Pancreatic Cancer, making early diagnosis difficult, but for high-risk individuals there are newer tests available for detecting pancreatic cancer earlier, including advances in imaging technology like endoscopic ultrasound or MRI; and

WHEREAS, earlier diagnosis substantially improves the 5-year survival rate, with survival being 44% if the cancer is diagnosed at stage 1 (localized), 16% if stage 2, and dropping to 3% if detected in stage 3; and

WHEREAS, risk factors for developing the disease includes: family history, tobacco use, being overweight, having diabetes or chronic pancreatitis, and age (about 2/3 of cases are 65 years or older); and

WHEREAS, the warning signs for Pancreatic Cancer are often vague, but important to recognize, including: pain (usually abdominal or back pain), yellowing of the eyes or skin, dark urine, itchy skin, weight loss, loss of appetite, nausea, vomiting, and changes in stools; and

WHEREAS, Williamson County urges anyone experiencing any of these unexplained symptoms to see your doctor and to join in our efforts to raise awareness of Pancreatic Cancer research to improve screening and continue advancements in treatments.

NOW THEREFORE, BE IT RESOLVED, that the Williamson County Commissioners Court declares the month of November as "Pancreatic Cancer Awareness Month".

RESOLVED THIS 26th Day of November 2024.

Bill Gravell, Jr., County Judge

Commissioners Court - Regular Session

21.

Meeting Date: 11/26/2024

Twin Lakes YMCA Resolution

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 a resolution regarding Twin Lakes Park.

Background

This resolution is necessary to support legislative efforts to provide sustainability of the Twin Lakes Park, which allows so many children and families to experience nature in the midst of an urban environment.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Twin Lakes Resolution

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Pierce Kathy

Final Approval Date: 11/20/2024

Reviewed By

Becky Pruitt

Date

11/20/2024 02:31 PM

Started On: 11/19/2024 08:33 AM

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

That on the 26th day of November 2024 the Commissioners Court of Williamson County, Texas met in duly called session at the Williamson County Courthouse, 710 Main Street, Georgetown, Texas, with the following members present:

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

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

RESOLUTION

WHEREAS, the Park's Department in Williamson County (Wilco) has as its mission to add to quality of life, promote physical fitness, and connections with nature for residents of the county; and

WHEREAS, Wilco is in year 30 of a 50-year parkland lease with the State of Texas through an agreement with the Texas Parks and Wildlife Department for the park known as Twin Lakes Park in southern Cedar Park; and

WHEREAS, Wilco partners with the YMCA of Central Texas (YMCA) and has a long-term park management and operations agreement to improve, operate and maintain the Twin Lakes Park, which is an oasis of natural beauty within the middle of a rapidly growing and urbanized area; and

WHEREAS, Wilco and the YMCA have invested millions of dollars in significant improvements to the park including sports, fields, fishing and swimming docks, covered pavilions, picnic areas, a pedestrian bridge, and an amphitheater to support summer day camp services for children and youth; and

WHEREAS, the Twin Lakes Park also offers youth sports programs, outdoor education, overnight camps with dining hall facilities, and provides 15K to 20K members of families each year a location to connect with nature and each other; and

WHEREAS, the Twin Lakes Park is a vital part of the education and well-being of over 600 children per week attending summer day camp and of approximately 150 children per night that attend the overnight summer camp;

NOW THEREFORE BE IT RESOLVED; that Williamson County seeks to ensure that the children and families using Twin Lakes Park can continue to enjoy the amenities without the cloud of what might occur when the lease expires and requests the State of Texas to permanently transfer the parkland to Williamson County for the property to be used in perpetuity as parkland.

RESOLVED THIS 26th DAY OF NOVEMBER 2024.

Bill Gravell, Jr. – County Judge

Commissioners Court - Regular Session

22.

Meeting Date: 11/26/2024

Recognize Misty Valenta as Appointed to Best Friends Animal Society's Network Strategy Council

Submitted By: Misty Valenta, Animal Services

Department: Animal Services

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on recognizing Misty Valenta who has been appointed to the Best Friends Animal Society's Network Strategy Council (NSC), a volunteer committee who will advise on how to best support the work of animal rescue groups and shelter organizations in the U.S. The NSC consists of 15 animal welfare leaders from organizations within the Best Friends Network – a consortium of more than 5,000 animal welfare and shelter partners working to save the lives of dogs and cats in shelters across the country.

Background

Misty Valenta was chosen to be part of the council due to her commitment to innovation, impressive track record in animal sheltering, and dedication to pet lifesaving through no-kill philosophies and best practices.

No-kill means saving every dog or cat in a shelter who can be saved. Community safety and good quality of life for pets are guiding principles of the no-kill philosophy and are attainable when animal welfare professionals engage in best practices and protocols.

Best Friends Animal Society, a national animal welfare organization dedicated to ending the killing of dogs and cats in America's shelters, developed the NSC to provide insights and guide action for Best Friends Network partners who will accelerate achieving no-kill in every community across the country.

The Best Friends Network consists of public and private shelters, rescue groups, spay/neuter organizations, and other animal welfare associations in all 50 states. Through collaboration, information sharing and joint implementation of proven pet lifesaving strategies, partners can support each other and inspire their communities to increase shelter pet lifesaving.

"Working alongside the visionary leaders of the Best Friends Network Strategy Council is both an honor and an inspiration. These dedicated individuals are driving transformative change in animal welfare through innovation, a proven commitment to lifesaving, and an unwavering belief in no-kill practices," said Julie Castle, CEO of Best Friends Animal Society. "Together, we are shaping a future where the unnecessary killing of healthy, adoptable pets is a thing of the past, and every dog and cat who can be saved will be saved."

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Misty Valenta

Reviewed By

Becky Pruitt

Date

11/20/2024 02:44 PM

Started On: 11/19/2024 08:03 AM

Final Approval Date: 11/20/2024

Commissioners Court - Regular Session

23.

Meeting Date: 11/26/2024

new policy

Submitted For: Rebecca Clemons

Submitted By: Rebecca Clemons, Commissioners Court

Department: Commissioners Court

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a new policy regarding political and social expression for officials and employees while using Williamson County property.

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

draft.policy

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Rebecca Clemons

Final Approval Date: 11/21/2024

Reviewed By

Becky Pruitt

Date

11/21/2024 02:54 PM

Started On: 11/21/2024 10:52 AM



POLITICAL AND SOCIAL EXPRESSION

I. POLICY

In the interest of preventing actual or expected workplace disruption and promoting harmony and professionalism among co-workers and the public, it is necessary to maintain a neutral presence respectful of differing viewpoints in employee workspaces, break areas, restrooms, County-owned vehicles, or in public view, including interior and exterior windows, areas which are not intended to serve as a forum for free expression by the public. activity or promotion of personal or social causes, including but not limited to, the display of symbols, posters, images, signs, flags and memorabilia, unrelated to the department's or office's official sentiments related to its public duties and operations are prohibited on or in these locations.

II. VIOLATIONS

A violation of this policy may result in corrective action, up to and including termination.

III. APPLICATION

This policy applies to all officials and employees and their use of County property. This includes, but is not limited to, all County-owned property, vehicles, equipment, buildings and/or offices, as well as County borrowed, leased, or temporary property or locations.

IV. RELATED POLICIES

Nothing in this policy shall be deemed as supplanting or otherwise affecting what is outlined or required in the Williamson County Employee Policy Manual.

Meeting Date: 11/26/2024

New Part-Time Nurse Position 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 creating a new part-time Nurse position for Juvenile Services.

Background

Juvenile Services is requesting a new part-time Nurse position be created. Currently, we have a nurse funded under temporary funding, but this employee recently reached capacity at 130 days allowed per rolling calendar year. Due to department needs, we would like to move this to a part-time position, as the alternative is to wait several months until more days are allowed, which is not feasible to ensure adequate medical care is being provided to the youth in our care. The creation of this position, along with our current nursing staff, will allow the department to have a nurse present in the facility at least 12 hours per day, 7 days per week.

The medical team is responsible for providing services to the JJAEP campus, detention to include intakes and releases, and the CORE residential program. The medical staff on duty is responsible for ordering from CPL, drawing, labeling, and processing any labs ordered by our providers, assessing any injuries, illnesses, emergent complaints or concerns, completing post code 99 assessments for all code 99's and backtracking to complete any assessments for codes that were called during the hours that medical staff was not on duty, preparing medications for administration at least twice a day (and sometimes as many as four times a day depending on how it is ordered), administering medications a minimum of twice a day and documenting the administration, refusals, concerns, complaints, etc, administering as needed psychiatric medications when requested by the youth, completing health screenings for every intake at the time of intake and backtracking to complete health screenings of intakes that came in while the nurse was off duty, completing health appraisal assessments for every detained youth, completing a sick call clinic to address resident needs/concerns twice a week, completing Dr. Benold's clinic twice a week, completing psych clinic once a week, contacting all parents for confirmation of medications and/or allergies, medical histories, etc of each detained youth, communicating with the parent/guardian, JPO, community provider to ensure the youth has minimal delay in obtaining and receiving their medication while in our care, scheduling, confirming, and managing the psychiatric schedule for the juvenile department to include field youth, obtaining and managing the medical information in JCMS as well as obtaining records from community providers, accepting medications from parent/guardian when brought to the facility, ordering and picking up medications from the local pharmacy following psychiatric clinic, notifying parents of detention youth who need refills and assisting in picking those up when necessary. Scheduling any outside appointments for dental, vision, endocrinology, neurology, etc as ordered or recommended by the medical director or mental health team.

In addition to their responsibilities listed above, the medical staff has seen an increase in complex medical cases. Some of the more recent complex medical cases include, youth diagnosed with type 1 diabetes, an increase in the number of youth with anxiety/panic attacks, asthma, and lower functioning

youth that are diagnosed with autism, intellectual disability, and function below their peers. These cases take more time from the nurse and if only one person is staffing medical it is very difficult to complete everything in an efficient, caring, nurturing way.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: John Pelczar

Final Approval Date: 11/05/2024

Reviewed By

Becky Pruitt

Date

11/05/2024 11:33 AM

Started On: 11/04/2024 11:01 AM

Commissioners Court - Regular Session

25.

Meeting Date: 11/26/2024

Budget Amendment for Juvenile Services on FY24 Unspent Donations

Submitted For: Ganae Hempe

Submitted By: Ganae Hempe, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for unspent 2024 donation dollars for Juvenile Services.

Background

Juvenile Services received donations throughout the year. At the end of Fiscal Year 2024, \$749.39 remained in unspent donation dollars. This amendment is to appropriate those unspent 2024 donations to be spent in 2025.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0576.003670	Use of Donations	\$749.39

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Ganae Hempe

Final Approval Date: 11/20/2024

Reviewed By

Becky Pruitt

Date

11/20/2024 02:39 PM

Started On: 11/20/2024 12:04 PM

Commissioners Court - Regular Session

26.

Meeting Date: 11/26/2024

JP 3 Budget Amendment on FY24 Unspent Donations

Submitted For: Ganae Hempe

Submitted By: Ganae Hempe, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for unspent 2024 donation dollars for the Justice of the Peace Precinct 3.

Background

At the end of the Fiscal Year 2024, \$853.57 remained in unspent donation dollars. This amendment is to appropriate those unspent 2024 donations to be spent in 2025.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0453.003670	Use of Donations	\$853.57

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Ganae Hempe

Final Approval Date: 11/20/2024

Reviewed By

Becky Pruitt

Date

11/20/2024 02:34 PM

Started On: 11/19/2024 05:26 PM

Commissioners Court - Regular Session

27.

Meeting Date: 11/26/2024

Budget Amendment for Sheriff's Office Donations FY24

Submitted For: Ganae Hempe

Submitted By: Ganae Hempe, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for unspent 2024 donation dollars for the Sheriff's Office.

Background

The Sheriff's Office received donations for Victim's Assistance and other donations throughout the fiscal year. At the end of the Fiscal Year 2024, Victim Assistance has \$40.03 of unspent donation dollars and Use of Donations has \$115.13 of unspent donation dollars. This amendment is to appropriate those unspent 2024 donations to be spent in 2025.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0560.003670	Use of Donations	\$115.13
	0100.0560.003671	Use of VA Donations	\$40.03

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Ganae Hempe

Final Approval Date: 11/20/2024

Reviewed By

Becky Pruitt

Date

11/20/2024 02:35 PM

Started On: 11/19/2024 05:36 PM

Commissioners Court - Regular Session

28.

Meeting Date: 11/26/2024

Budget Amendment for Park Office FY24 Unspent Donations

Submitted For: Ganae Hempe

Submitted By: Ganae Hempe, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for unspent 2024 donation dollars for the Parks Department.

Background

The Parks Department received donations throughout the year. At the end of Fiscal Year 2024, \$12,909.96 remained in unspent donation dollars. This amendment is to appropriate those unspent 2024 donations to be spent in 2025.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0510.003670	Use of Donations	\$12,909.96

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Ganae Hempe

Final Approval Date: 11/20/2024

Reviewed By

Becky Pruitt

Date

11/20/2024 02:33 PM

Started On: 11/19/2024 04:58 PM

Commissioners Court - Regular Session

29.

Meeting Date: 11/26/2024

Veteran Services Budget Amendment on FY24 Unspent Donations

Submitted For: Ganae Hempe

Submitted By: Ganae Hempe, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for unspent 2024 donation dollars for Veteran Services.

Background

Veteran Services received donations throughout the year. At the end of Fiscal Year 2024, \$1,690.69 remained in unspent donation dollars. This amendment is to appropriate those unspent 2024 donations to be spent in 2025.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0405.003670	Use of Donations	\$1,690.69

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Ganae Hempe

Final Approval Date: 11/20/2024

Reviewed By

Becky Pruitt

Date

11/20/2024 02:33 PM

Started On: 11/19/2024 03:05 PM

Commissioners Court - Regular Session

30.

Meeting Date: 11/26/2024

EMS Budget Amendment on FY24 Unspent Donations

Submitted For: Ganae Hempe

Submitted By: Ganae Hempe, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for unspent 2024 donation dollars for the Emergency Medical Services (EMS).

Background

At the end of the Fiscal Year 2024, \$8,269.83 remained in unspent donation dollars. This amendment is to appropriate those unspent 2024 donations to be spent in 2025.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0540.003670	Use of Donations	\$8,269.83

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Ganae Hempe

Final Approval Date: 11/20/2024

Reviewed By

Becky Pruitt

Date

11/20/2024 02:35 PM

Started On: 11/19/2024 05:32 PM

Commissioners Court - Regular Session

31.

Meeting Date: 11/26/2024

JP 2 Budget Amendment on FY24 Unspent Donations

Submitted For: Ganae Hempe

Submitted By: Ganae Hempe, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for unspent 2024 donation dollars for the Justice of the Peace Precinct 2.

Background

At the end of the Fiscal Year 2024, \$200.00 remained in unspent donation dollars. This amendment is to appropriate those unspent 2024 donations to be spent in 2025.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0452.003670	Use of Donations	\$200.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Ganae Hempe

Final Approval Date: 11/20/2024

Reviewed By

Becky Pruitt

Date

11/20/2024 02:40 PM

Started On: 11/20/2024 12:09 PM

Commissioners Court - Regular Session

32.

Meeting Date: 11/26/2024

FY 2025 Animal Shelter Donation Fund Budget

Submitted For: Ganae Hempe

Submitted By: Ganae Hempe, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the Fiscal Year 2025 Animal Shelter Donation Fund.

Background

The budget is based on unspent Fiscal Year 2024 donations. Total unspent Fiscal Year 2024 is \$1,147,802.02, of that amount \$128,782.74 will be restricted in fund balance to be used for future capital needs.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

FY 25 546 Budget

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Ganae Hempe

Final Approval Date: 11/20/2024

Reviewed By

Becky Pruitt

Date

11/20/2024 02:32 PM

Started On: 11/19/2024 02:27 PM

WILLIAMSON COUNTY
 ANIMAL SHELTER DONATION FUND
 FISCAL YEAR 2025 EXPENDITURE BUDGET
 FUND 546 DEPARTMENT 546

Object	Amount	
001100 F/T SALARIES	286,311.47	} Animal Shelter Staff
001107 TEMP LABOR	15,000.00	
001125 LONGEVITY PAY	364.00	
001130 MERIT	12,868.98	
002010 FICA	24,062.65	
002020 RETIREMENT	48,076.88	
002030 INSURANCE	63,710.54	
002050 WORKER'S COMP	2,733.89	Use of Kuranda Beds Donations
003001 SMALL EQUIPMENT & TOOLS < \$5,000	0.00	Use of Sales from Pet Care Products
003510 PURCHASES FOR RESALE	10,226.18	Use of General Donations
003670 USE OF DONATIONS	416,776.60	Use of Jane's Fund Donations
004100 PROFESSIONAL SERVICES	13,312.62	Use of Kitten Care Donations
004105 FOSTER HOME CARE	66,127.74	Use of Special Project Donations
004109 SPECIAL NEEDS	9,178.73	Use of Animal Transport Donations
004231 TRAVEL	10,173.26	Use of S.I.T. Team Donations
004232 TRAINING	30,503.22	Use of Play Yards Donations
004509 FACILITY ENHANCEMENTS	2,752.55	Use of Heart Worm Fund Donations
004975 ANIMAL MEDICAL CARE	6,839.97	Use of Capital Donations
004999 MISCELLANEOUS EXPENSE	0.00	
TOTAL	1,019,019.28	

Commissioners Court - Regular Session

33.

Meeting Date: 11/26/2024

Budget Amendment for State Law Enforcement Training

Submitted For: Ganae Hempe

Submitted By: Ganae Hempe, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for various departments.

Background

This budget amendment is to move unspent State Law Enforcement Training dollars to Fiscal Year 2025 Budget. State training dollars are not budgeted for the subsequent fiscal year in the General Fund until the books are closed. Any unspent dollars are rolled forward from year to year.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0440.004229	DA State Law Enforce Training	\$1,226.89
	0100.0475.004229	CA State Law Enforce Training	\$8,203.25
	0100.0551.004229	Const 1 St Law Enforc Training	\$8,508.21
	0100.0552.004229	Const 2 St Law Enforc Training	\$8,054.44
	0100.0553.004229	Const 3 St Law Enforc Training	\$6,883.84
	0100.0554.004229	Const 4 St Law Enforc Training	\$9,055.46
	0100.0560.004229	SO St Law Enforce Training	\$1,710.19
	0100.0570.004229	Jail St Law Enforce Training	\$10,655.15

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Reviewed By

Becky Pruitt

Date

11/21/2024 02:37 PM

Form Started By: Ganae Hempe
Final Approval Date: 11/21/2024

Started On: 11/20/2024 03:45 PM

Commissioners Court - Regular Session

34.

Meeting Date: 11/26/2024

2019 Road Bond Transfer

Submitted By: Pam Navarrette, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving a 2019 Road Bond Transfer to move \$1,420,000 from P399 (2019 Road Bond Non Departmental) allocating \$20,000 to P360 (East Wilco Highway Segment 7) and \$1,400,000 to P463 (East Wilco Highway Segment 1/Southeast Loop/Corridor E1).

Background

Please see the attached memo for further information.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

2019 Road Bond Transfer Request 11.21.24

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Pam Navarrette

Final Approval Date: 11/21/2024

Reviewed By

Becky Pruitt

Date

11/21/2024 02:53 PM

Started On: 11/21/2024 10:44 AM

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



November 21, 2024

Re: 2019 Road Bond Budget Allocation

Dear Ms. Dempster,

Please make the following budget allocations for the 2019 Road Bond Program project:

- Move \$20,000.00 from P399 2019 Unallocated Interest to P360 Corridor E5 (East Wilco Highway Segment 7).
- Move \$1,400,000.00 from P399 2019 Unallocated Interest to P463 East Wilco Highway Segment 1 (Southeast Loop/Corridor E1).

If you have any questions, please let me know.

Thank you.

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

Christen Eschberger, P.E.

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

Commissioners Court - Regular Session

35.

Meeting Date: 11/26/2024

2013 Road Bond Transfer

Submitted By: Pam Navarrette, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving a 2013 Road Bond Transfer to move \$7,710 from P290 (2013 Road Bond Non Departmental) to P285 (CR 200 Phase I).

Background

Please see the attached memo for further information.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

2013 RB Budget Allocation 11.21.24

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Pam Navarrette

Final Approval Date: 11/21/2024

Reviewed By

Becky Pruitt

Date

11/21/2024 02:50 PM

Started On: 11/21/2024 10:41 AM

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



November 21, 2024

Re: 2013 Road Bond Budget Allocation

Dear Ms. Dempster,

Please make the following budget adjustment so the County may pay the final invoice on this 2013 Road Bond Program project:

- Move \$7,710.00 from P290 2013 Unallocated Interest to P285 CR 200 Phase 1 to cover Rodriguez Engineering Laboratories, LLC Invoice #2022119 for services provided in March 2022. Following payment of the final invoice, close P285.

If you have any questions, please let me know.

Thank you.

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

Christen A. Eschberger, P.E.

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

Commissioners Court - Regular Session

36.

Meeting Date: 11/26/2024

Approval of Amendment #6 2025 Amendment No.6 for Stop Loss Insurance with United HealthCare Services, Inc for HR/Benefits

Submitted By: Cheryl Johnson, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider taking appropriate action to authorize the Renewal Amendment No. 6 for Stop Loss Insurance, with United HealthCare Services, Inc (UHC) effective January 1, 2025 to December 31, 2025 and authorizing the execution of the amendment.

Background

This document pertains to the Renewal Addendum of Stop Loss Insurance for United Healthcare, which supports Williamson County. UHC has signed the 2025 Williamson County Stop Loss Rider Amendment No. 6, representing their proposal for 2025. Benefit Period: Covered Expenses Incurred from October 1, 2017, through December 31, 2025. Effective January 1, 2025, and Paid from January 1, 2025, through December 31, 2025. The funding source is 01.0885.0885.004057—Stop Loss Insurance \$2,170.725.48. The Department's primary contact is Shelley Loughrey. UHC is publicly traded and therefore no Form 1295 required.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Amendment Renewal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	11/20/2024 10:16 PM
County Judge Exec Asst.	Becky Pruitt	11/21/2024 08:49 AM
Form Started By: Cheryl Johnson		Started On: 11/20/2024 02:26 PM
Final Approval Date: 11/21/2024		

UnitedHealthcare Insurance Company

A Stock Company

185 Asylum Street, Hartford, Connecticut

Phone: 1-860-702-5000

AMENDMENT NO. 6

Amendment to be attached to and made a part of Group Policy No. GA-911463AL, issued by UnitedHealthcare Insurance Company (herein called "Company") to Williamson County (herein called "Policyholder").

It is agreed by and between the Company and the Policyholder that

1. The page entitled "Schedule Of Benefits" as contained in the Policy is hereby replaced with the attached page entitled "Schedule Of Benefits".
2. This Amendment will hereby be effective as of January 1, 2025.

UnitedHealthcare Insurance Company



William J Golden, President



Thomas J. McGuire, Secretary

ACCEPTED BY: _____

Title: _____

Date: _____

UnitedHealthcare Insurance Company

A Stock Company

185 Asylum Street, Hartford, Connecticut

Phone: 1-860-702-5000

SCHEDULE OF BENEFITS

This Schedule of Benefits is only applicable to Excess Loss Insurance provided by the Company during the Policy Period shown below.

Policyholder: Williamson County

Policy Number: GA-911463AL

Effective Date: January 1, 2025

Administrator: United HealthCare Services, Inc.

Coverage specified herein is applicable only during the Policy Period from January 1, 2025 through December 31, 2025, and is further subject to all terms and conditions of this Policy.

SPECIFIC EXCESS LOSS INSURANCE

Benefit Period: Covered Expenses Incurred from October 1, 2017 through December 31, 2025 and Paid from January 1, 2025 through December 31, 2025.

Specific Deductible per Covered Person: \$300,000

Specific Percentage Reimbursable: 100%

Maximum Specific Benefit per Covered Person: Unlimited

Specific Excess Loss Insurance includes:

- Medical
- Stand Alone Prescription Drug Program

Specific Excess Loss Premium: \$91.65 per subscriber per month

AGGREGATE EXCESS LOSS INSURANCE

Benefit Period: Covered Expenses Incurred from October 1, 2017 through December 31, 2025 and Paid from January 1, 2025 through December 31, 2025.

Aggregate Excess Loss Insurance includes:

- Medical
- Stand Alone Prescription Drug Program

Aggregate Percentage Reimbursable: 100%

Maximum Aggregate Benefit: \$2,000,000 per Policy Year

Minimum Annual Aggregate Deductible: \$29,933,000 or 95% of the first Monthly Aggregate Deductible amount times 12, whichever is greater

Maximum Covered Expenses per Covered Person accumulating toward the Maximum Aggregate Benefit:
\$300,000

Monthly Aggregate Factors: \$1,509.02 per subscriber

Aggregate Excess Loss Premium: \$4.95 per subscriber per month

Commissioners Court - Regular Session

37.

Meeting Date: 11/26/2024

Approval of Purchase of Equipment from NETSYNC for Information Systems

Submitted For: Joy Simonton

Submitted By: Barbi Hageman, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving Purchase #202575 between Williamson County and NETSYNC for router replacements for a total amount of \$396,603.80 pursuant to DIR contract #DIR-CPO-4866.

Background

The approval of this purchase will benefit Williamson County Operations, which is replacing twenty-five percent (25%) of the switch infrastructure and fifty percent (50%) of the Router infrastructure due to equipment going end of life and no longer being supported by the vendor. Budget, Contract Audit and General Council have approved the purchase. Origination #1630. The funding source is 01.0100.0503.005740 as per FY25 budget. The department point of contact is Rory Tierney

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

NETSYNC Quote
Form 1295

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Barbi Hageman
Final Approval Date: 11/21/2024

Reviewed By

Joy Simonton
Becky Pruitt

Date

11/20/2024 10:04 PM
11/21/2024 08:45 AM
Started On: 11/19/2024 09:55 AM



Quote #:	[REDACTED]
Date:	11/12/2024
Valid for:	30 Days

Customer	Inside Sales	Account Manager
Williamson County rory.tierney@wilcotx.gov 512-943-1457	Amy MartinezNagy Amartineznagy@netsync.com 9563760935	David D Tijerina dtijerina@netsync.com 512-413-7998

Please send purchase order to: PO@netsync.com

Line #	Part	Description	Qty	Unit Price	Ext Price
1.0	C9500-24Y4C-A	Catalyst 9500 24x1/10/25G and 4-port 40/100G, Advantage	10	6,864.04	68,640.40
1.1.0	CON-L1NCD-C95024YA	CX LEVEL 1 8X7NCD Catalyst 9500 24x11025G and 4port 40 Duration: 3.00 Years	10	5,852.85	58,528.50
1.2.0	C9500-DNA-24Y4C-A	C9500 DNA Advantage, Term License	10	0.00	0.00
1.2.1.0	CON-L1SWT-C9524YCA	CX LEVEL 1 SW SUB C9500 DNA Advantage Duration: 3.00 Years	10	910.15	9,101.50
1.2.2.0	C9500-DNA-L-A-3Y	Cisco Catalyst 9500 DNA Advantage 3 Year License	10	2,757.22	27,572.20
1.3.0	CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	20	0.00	0.00
1.4.0	C9K-PWR-650WAC-R	650W AC Config 4 Power Supply front to back cooling	10	0.00	0.00
1.5.0	C9K-PWR-650WAC-R/2	650W AC Config 4 Power Supply front to back cooling	10	741.18	7,411.80
1.6.0	C9K-F1-SSD-BLANK	Cisco pluggable SSD storage	10	0.00	0.00
1.7.0	C9K-T1-FANTRAY	Catalyst 9500 Type 4 front to back cooling Fan	20	0.00	0.00
1.8.0	C9500-NW-A	C9500 Network Stack, Advantage	10	0.00	0.00
1.9.0	S9500UK9-1712	Cisco Catalyst 9500 XE 17.12 UNIVERSAL	10	0.00	0.00
1.10.0	C9500-SSD-NONE	No SSD Card Selected	10	0.00	0.00
1.11.0	C9500-RFID-NONE	No RFID Selected	10	0.00	0.00
1.12.0	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	10	0.00	0.00
2.0	C9200-48P-1A	C9200 48-port PoE+, Network Advantage, 1yr offering	55	1,144.51	62,948.05
2.1.0	CON-L1NCD-C920A148	CX LEVEL 1 8X7NCD C9200 48port PoE Network Advantage 1 Duration: 1.00 Years	55	691.13	38,012.15
2.2.0	C9200-DNA-1A-48	C9200 Cisco DNA Advantage, 48-Port Term Licenses, Fed Offer	55	0.00	0.00
2.2.1.0	CON-L1SWT-C921A48	CX LEVEL 1 SW SUB C9200 Cisco DNA Adva Duration: 1.00 Years	55	312.09	17,164.95
2.2.2.0	C9200-DNA-A-48-1Y	C9200 Cisco DNA Advantage, 48-Port, 1 Year Term License	55	569.91	31,345.05
2.3.0	C9200-NW-1A-48	C9200 Network Advantage, 48-port license, 1yr offer	55	278.84	15,336.20
2.4.0	C9200-NM-4X	Catalyst 9200 4 x 10G Network Module	55	366.69	20,167.95
2.5.0	PWR-C6-1KWAC/2	1KW AC Config 6 Power Supply - Secondary Power Supply	55	346.44	19,054.20
2.6.0	CAB-TA-NA	North America AC Type A Power Cable	110	0.00	0.00
2.7.0	C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 9300	55	0.00	0.00
2.8.0	C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	55	0.00	0.00
2.9.0	CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300	55	0.00	0.00
2.10.0	C9200-STACK-KIT	Cisco Catalyst 9200 Stack Module	55	218.87	12,037.85
2.11.0	STACK-T4-50CM	50CM Type 4 Stacking Cable	55	0.00	0.00
2.12.0	C9200-STACK	Catalyst 9200 Stack Module	110	0.00	0.00
2.13.0	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	55	0.00	0.00

NETSYNC

2500 West Loop South, Ste.
410/510
Houston, TX 77027 USA
713.218.5000

QUOTE

[REDACTED]

Quote #:	[REDACTED]
Date:	11/12/2024
Valid for:	30 Days

Line #	Part	Description	Qty	Unit Price	Ext Price
3.0	C9500-LIC=	Electronic SW License for C9500 Switches	1	0.00	0.00
3.1.0	CON-ECMU-C9500LIC	SWSS UPGRADES Electronic SW License for C9500 Switches Duration: 3.00 Years	1	0.00	0.00
3.2.0	C9500-DNA-48Y4CEA	C9500 DNA 48P25G Upgrade License	2	0.00	0.00
3.2.1.0	C9500-48Y4C-EA-3	C9500 48P25G, Essentials to Advantage Upgrade, 3 Years	2	0.00	0.00
3.3.0	C9500-NW-A	C9500 Network Stack, Advantage	2	0.00	0.00
4.0	TRN-CLC-004	1 Training credit. Expires in 1 yr. Team Captain required Duration: 1.00 Years	100	92.83	9,283.00

Notes: [REDACTED]

Network Refresh v3
Cybersecurity Products and Services | DIR-CPO-4866

Total	396,603.80
Tax/Vat	0.00
Shipping	0.00
Grand Total USD	396,603.80

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

Certificate Number:
 2024-1240221

Date Filed:
 11/18/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Netsync Network Solutions
 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.
 202575
 NetSync - FY25 switch/router replacements

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Gonzales, Diane	Houston, TX United States	X	
	Abunaja, Khalid	Houston, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

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

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

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

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

 Signature of authorized agent of contracting business entity
 (Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Netsync Network Solutions
Houston, TX United States

Certificate Number:
2024-1240221

Date Filed:
11/18/2024

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

Date Acknowledged:
11/19/2024

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.
202575
NetSync - FY25 switch/router replacements

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Gonzales, Diane	Houston, TX United States	X	
	Abunaja, Khalid	Houston, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

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

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

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

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

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session

38.

Meeting Date: 11/26/2024

TRM - WC Agreement

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Education Affiliation Agreement between Williamson County and Texas Rescue Med.

Background

This is a request to approve the affiliation agreement with Texas Rescue Med. This will allow students of Texas Rescue Med, who are Cedar Park or Round Rock Fire Department personnel, to receive supervised experience in a professional setting under direct supervision of WCEMS qualified personnel during an EMS ride out.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Agreement

Form Review

Inbox

Hal Hawes

County Judge Exec Asst.

Form Started By: Michael Knipstein

Final Approval Date: 11/20/2024

Reviewed By

Hal Hawes

Becky Pruitt

Date

11/18/2024 04:09 PM

11/20/2024 02:18 PM

Started On: 11/18/2024 02:52 PM

**EDUCATION AFFILIATION AGREEMENT FOR EMERGENCY
MEDICAL PRECEPTOR PROGRAM BETWEEN WILLIAMSON
COUNTY EMERGENCY MEDICAL SERVICES
AND
TEXAS RESCUE MED**

This Education Affiliation Agreement (hereinafter referred to as "Agreement") is between Williamson County, on behalf of Williamson County Emergency Medical Services (hereinafter referred to as "COUNTY") and Texas Rescue Med (hereinafter referred to as "TRM").

RECITALS:

TRM provides courses of study in emergency medical services to students enrolled in its Emergency Medical Technician program of study.

TRM desires program components that will provide to the students' clinical experience as part of their educational instruction.

COUNTY, through its Emergency Medical Services Department, has facilities that can provide a clinical setting for educational instruction and is willing to make available the use of its facilities to TRM for the Cedar Park Fire Department and the Round Rock Fire Department students and only enrolled in the Basic Emergency Medical Technician program of study.

COUNTY and TRM desire to enter into this Educational Affiliation Agreement in accordance with the terms stated below:

TERMS:

RESPONSIBILITIES OF TRM

1. TRM shall be responsible for the selection of students and their supervised instruction and grading. Students shall have satisfactorily completed curriculum prerequisites for participation in the internships or rotations. TRM will retain ultimate responsibility for the education and assessment of its students.
2. TRM instructors shall possess current and appropriate professional credentials or certifications, and TRM shall be responsible for the coordination and implementation of the program of study.
3. Services rendered by TRM instructors and students shall be without charge to COUNTY. TRM instructors and students shall not be responsible for the quality of patient or client care.
4. Neither TRM instructors nor students shall be deemed to be COUNTY employees, nor shall they be entitled to any COUNTY benefits, compensation, or workers compensation benefits.
5. TRM shall annually provide COUNTY with anticipated enrollments for courses intending to provide clinical internships or experience through this Agreement. The number of students and the schedule of use of COUNTY's facilities shall be subject to annual, mutual approval.
6. TRM shall provide COUNTY with a list of students authorized to participate in the clinical instruction facilitated under this Agreement. TRM shall promptly inform COUNTY in writing of any student withdrawing from the course or otherwise unqualified to continue the internship or clinical experience made available under this Agreement.

7. TRM shall require all instructors and students to abide by all applicable policies, regulations and laws governing the facility or its work environment. TRM shall withdraw authorization for participation under this Agreement for any instructor or student found to have committed a violation of applicable policies, regulations or laws, or determined by COUNTY to be unqualified to continue in the program.
8. Assure that all students assigned for Clinical have met, at a minimum, the immunization requirements established by the Texas Administrative Code, Title 25, Rule 97.64.
9. Assign to Clinical only students that have not been convicted of (including but not limited to) a felony, Medicaid fraud/abuse; excluded/suspended from participation in the Medicare or any Medicare program; convicted of abuse or neglect of patients/clients/customers; and are not registered sex offenders; and that have evidence of a negative ten-panel drug screen prior to the start of the initial clinical rotation.
10. During the term of this Agreement, TRM shall maintain a professional liability insurance policy with a limit of liability of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate that covers the activities of TRM'S students, employees, and faculty under this Agreement. A CC shall ensure that each current student, employee, and faculty member is individually insured under such policy in the above-stated amounts and shall provide COUNTY with a proof of such insurance coverage each year, and at other times upon request. TRM agrees to require each student to be covered by or to carry accident insurance for injury while enrolled in the program, and to ensure that each employee or faculty member is covered by worker's compensation insurance while participating in the program. No student or faculty member shall be permitted to participate in the program until such insurance coverage has been verified to the satisfaction of COUNTY.

At no time shall the students be considered legal representatives, employees or agents of TRM or COUNTY. The students are not entitled to receive payment for services rendered, replace or substitute a COUNTY healthcare provider, or possess authority to enter into any form of agreement on behalf of TRM or COUNTY.

Except as set forth in this Agreement, each party is responsible for all acts and omissions of itself and its employees and neither party agrees to indemnify the other party for those acts or omissions. However, this provision does not constitute a waiver by any party of any right to indemnification, contribution, subrogation, or other remedy available to that party at law or in equity. Each party shall be legally and financially responsible for the acts and omissions of itself and its employees, directors, officers, representatives or agents and will pay all losses and damages attributable to such acts or omissions for which it is legally liable. This Agreement shall not be construed to create a contractual obligation for one party to indemnify the other party for loss or damage resulting from any act or omission of such other party or its employees, directors, officers, representatives or agents, nor to constitute a waiver by either party of any rights to indemnification, contribution or subrogation that the party may have by operation of law.

RESPONSIBILITIES OF COUNTY

11. COUNTY shall, on a space available basis, provide the use of designated facilities to provide a clinical education to participating students. COUNTY agrees to provide evaluations for student coursework done on forms provided by TRM.
12. COUNTY shall provide an orientation session to inform students and TRM staff about the rules, regulations, policies, and procedures of the facilities.
13. COUNTY agrees to provide, on a space-available basis, the use of conference rooms, classrooms, lounges and lockers to the instructors and the students.
14. COUNTY shall notify TRM of any change of any accreditation or status concerning a facility and affecting internship or course requirements for clinical experience at an TRM credited facility. Representatives of TRM crediting agency for TRM shall be permitted to conduct inspections for purposes relating to TRM's accreditation.
15. COUNTY shall cooperate with TRM in matters relating to academic performance and student conduct relating to course work performed under this Agreement.

16. Unless prohibited or restricted by law, COUNTY shall timely notify an instructor or student of any instance in which a facility employee has been exposed to blood-borne or airborne pathogens and the student or instructor may have been exposed in the same instance. Notification shall be provided in a time frame sufficient to allow the student or faculty member to seek appropriate treatment for potential exposure.

17. COUNTY shall obtain and maintain all licenses required for its participating facilities and shall assure that COUNTY personnel are appropriately licensed.

18. In the event emergency care is required for an TRM student or faculty member, it shall be provided in the same manner that emergency care is provided to COUNTY employees and the general public. Emergency care provided by COUNTY shall be at the expense of the student or faculty member.

MUTUAL RESPONSIBILITIES

19. The Parties agree to designate a liaison for each program to do the following:

- A. Meet annually, or more often as needed, to schedule use of the facilities.
- B. Meet on a per semester basis to set the number of students allowed to participate.
- C. Design and approve curriculum assignments as they *affect* the operation of the facility and as affected by TRM crediting standards.
- D. Meet to review protocols, policies and rules and regulations concerning the operation of the facility and its use under this Agreement.
- E. Meet annually to evaluate changes or amendments to this Agreement or the performance of the Agreement.

20. In the event any claim or demand is made on one of the Parties for actions relating or authorized by this Agreement, the other party shall be notified of such claim or demand in writing within five business (Monday-Friday) days. COUNTY shall not be liable for any claims, damages or attorney's fees arising from the negligent acts or omissions of TRM, its employees, agents or students under this Agreement. TRM shall not be liable for any claims, damages or attorney's fees arising from the negligent acts or omissions of COUNTY or its employees under this Agreement.

21. Notices shall be in writing and shall be effective when received. Notices shall be delivered in person or by certified mail, return receipt requested, to the following addresses:

Mike Knipstein
WCEMS Director
PO Box 873
Georgetown, TX 78627
512-943-1264

And

Dan Kramer
Owner/Program Director
216 Quiet Oak Road
San Marcos, TX 78666

ADDITIONAL TERMS

22. Compensation benefits for this Agreement shall include \$1.75/clinical contact hour per EMT student to be paid by TRM to the COUNTY. Compensation shall be paid to COUNTY within thirty (30) days from the date of the COUNTY'S invoice for payment.

23. TRM acknowledges that COUNTY is a hybrid entity under the privacy regulations of the federal Health Insurance Portability and accountability Act of 1996 ("HIPAA Privacy Rule"). COUNTY has designated its Emergency Medical Services Department as a health care component, as defined in HIPAA, and the Department is therefore required to comply with the HIPAA Privacy Rule. This compliance includes obtaining written contractual

assurances from TRM that TRM, its employees and agents, will protect all individually identifiable health information they may access or use under this Agreement in accordance with the terms of the HIPAA Business Associate Agreement.

24. The parties agree that COUNTY shall at all times maintain the right to terminate a student's participation in the program if COUNTY, in its sole discretion, determines that the student's continued participation would be disruptive to the program or the operations of the facility, or would pose a danger.

25. TRM instructors and students shall maintain confidential all records and information concerning patients treated or attended to in COUNTY's facilities. Each TRM instructor and student involved in medical or EMS programs shall be required to sign a confidentiality agreement regarding records and information about patients treated or attended by COUNTY employees.

26. TRM understands that COUNTY will comply with the Texas Public Information Act as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with is Agreement may be subject to public disclosure pursuant to the Texas Public Information Act.

27. Assignment: This Agreement, with the rights and privileges it creates, is assignable only with the written consent of both Parties.

28. Failure of either party to exercise any right or privilege granted by this Agreement shall not operate to waive such right or privilege in the event of subsequent defaults or assertions of right. Neither party waives nor shall be deemed to have waived any immunity or defense that would otherwise be available to it against claims arising under the performance of this Agreement.

29. The provisions of this Agreement shall be severable in the event any provision is declared invalid, illegal, or unenforceable.

30. Either party may terminate this Agreement without cause upon 90 days written notice to the other party. In addition, COUNTY shall have the right to terminate the Agreement immediately in the event the facility becomes inoperable for any reason or COUNTY no longer controls a program.

31. Either Party may terminate this Agreement if the other breaches the Agreement and fails to cure such breach within 15 days of receiving notice of breach. If more than 15 days are required to cure the breach, the Parties may agree to an extension of the cure period in writing.

32. The term of this agreement ("Term") starts on the Effective Date and lasts for one (1) year initially. It can be extended annually for up to four (4) additional years, not to exceed a total of five (5) years.

33. Nothing in this Agreement shall be construed to confer third party rights or to constitute a waiver of any governmental immunity of the parties.

34. This Agreement constitutes the entire agreement between the Parties and any prior or contemporaneous agreements, written or oral, are hereby superseded and of no further effect.

35. The laws of the State of Texas shall govern the validity, interpretation and enforcement of this Agreement, and venue for any dispute or cause of action shall be in Williamson County, Texas.

36. The Parties will comply with applicable federal, state, and local laws, ordinances, and regulations in the performance of this Agreement.

37. The performance of this Agreement shall be undertaken in a manner that does not discriminate against any person on a basis prohibited by law, including but not limited to race, color, national origin, religion, sex, age, veteran status or disability.

38. Notwithstanding any other provision of this Agreement, a COUNTY department may suspend participation in this Agreement due to space needs, staff training needs, budgetary issues or other urgent considerations. In the event of suspension, COUNTY shall give TRM written notification stating the date of suspension and the date on which participation is anticipated to resume.

Williamson County:



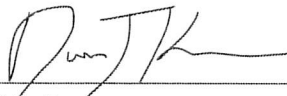
Mike Knipstein
WCEMS Director

11/18/2024
Date

Bill Gravell
Williamson County Judge

Date

Texas Rescue Med:



Dan Kramer
Texas Rescue Med

11/14/2024
Date

ATTACHMENT A

RELEASE OF LIABILITY

In consideration of the educational benefits extended to me by Williamson County Emergency Medical Services Department in making available its facilities for clinical course instruction as part of A CC course regarding emergency medical service training, I hereby release and hold harmless Williamson County, its employees and agents from any claim, cause of action or injury that may result during my participation in a Williamson County program due to the negligence of Williamson County, its employees or agents.

Student's signature: _____

Printed Name

Date:

Commissioners Court - Regular Session

39.

Meeting Date: 11/26/2024

Approval of agreement with Texas Air Systems, LLC for Medic 11 HVAC Replacement for Facilities Management

Submitted For: Joy Simonton

Submitted By: Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the construction agreement #202572 between Texas Air Systems, LLC and Williamson County for Medic 11 HVAC Replacement, in the amount of One Hundred Twenty-Four Thousand, Nine Hundred Thirteen Dollars (\$124,913.00), pursuant to TIPS Contract Number #22010601 and execution of the agreement.

Background

This is for HVAC Replacement, Williamson County Medic Building 11, 1801 E Old Settlers Blvd #105, Round Rock, TX. Detailed Scope of Work is attached. Contract Audit and General Counsel reviewed. The funding source is 01.0100.1082.004509, and the point of contact is Christy Matoska.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Agreement for Construction Service
Form 1295 Texas AirSystems complete

Form Review

Inbox

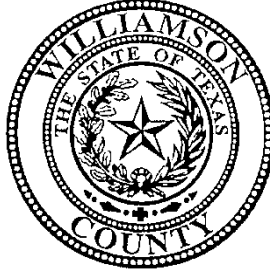
Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Johnny Grimaldo
Final Approval Date: 11/21/2024

Reviewed By

Joy Simonton
Becky Pruitt

Date

11/20/2024 09:45 PM
11/21/2024 08:40 AM
Started On: 11/18/2024 09:59 AM



Agreement for Construction Services (Cooperative Contract #TIPS 22010601)

This Agreement (“Agreement”) between Williamson County, Texas, a political subdivision of the State of Texas (“Owner”) and Texas AirSystems, 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 Medic 11 HVAC 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 **One Hundred Twenty-Four Thousand, Nine Hundred Thirteen Dollars (\$124,913.)** 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 Sixty (160) 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 \$1,000,000
 (including premises,
 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 policies. 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 provisions 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 (15th) day after the Owner's determination, the Contractor or Subcontractor and affected worker must participate in binding arbitration in

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

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 known business fax number of the designated representative. Mail notices are deemed effective upon receipt or on the third business day after the date of mailing, whichever is sooner. Fax notices are deemed effective the next business day after faxing.

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

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

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

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

12.11 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of

governmental functions or services must make those payments from current revenues available to the paying party.

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

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

The following documents shall comprise the Contract Documents:

1. This Agreement between County and Contractor;
2. Exhibit “A” – Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Agreement;
4. Cooperative Contract #TIPS 22010601; and
5. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

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

1. This Agreement between County and Contractor;
2. Exhibit “A” – Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Agreement;
4. Cooperative Contract # TIPS 22010601; 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:

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

By: _____

Printed Name: _____

Title: _____

Date: _____

CONTRACTOR:

Texas AirSystems, LLC.

By: _____

Printed Name: Blake Randig

Title: Account Manager

Date: 11/13/24

Exhibit “A”

Plans and Specifications

Work to be performed at: Williamson County, Medic 11 – 1801 E Old Settlers Blvd., Round Rock, TX

Unit-3 Tons – Carrier - 48FESB04A2M6-3U0A0 - 48PGLC04

REPLACING AND INSTALLING 3 TON UNIT

- Perform lockout/tagout procedures.
- Coordinate and schedule crane operations for rooftop access.
- Disconnect all electrical, gas, controls, and refrigerant lines from the existing unit.
- Recover refrigerant.
- Remove the old 3-ton unit using the crane.
- Place the new 3-ton unit on the rooftop curb.
- Connect the electrical wiring, gas lines, controls, Nema 3R fusible disconnects, and new fuses(3), on and control wiring to the new unit.
- Construct slotted channel mounting stands for disconnects. Provide and install stand supports for roof protection.
- Install existing feeds through curb adapters, mount 3R boxes on feeds.
- Updated the controller’s logic for the new RTU.
- Install a new weather-rated DDC controller in the current panel.
- Install Automated Logic WebCTRL GUI software.
- Complete programming, database setup, and graphics
- Install any accessories, including MERV-8 air filters and power exhaust systems.
- Charge the unit with refrigerant.
- Power on the unit and perform system diagnostics.
- Test the heating, cooling, and dehumidification functions for proper operation.
- Document all changes and adjustments made during installation.
- Clean the work area and remove any debris.
- Perform a final walk-through with the customer to ensure satisfaction.

Unit-5 Tons – Carrier - 48FESB06A2M6-3U0A0 - 48PGLC06

REPLACING AND INSTALLING 5 TON UNIT

- Perform lockout/tagout procedures.
- Coordinate and schedule crane operations for rooftop access.
- Disconnect all electrical, gas, controls, and refrigerant lines from the existing unit.
- Recover refrigerant.
- Remove the old 5-ton unit using the crane.
- Place the new 5-ton unit on the rooftop curb.
- Connect the electrical wiring, gas lines, controls, Nema 3R fusible disconnects and new fuses(3), and control wiring to the new unit.
- Construct slotted channel mounting stands for disconnects. Provide and install stand supports for roof protection.
- Install existing feeds through curb adapters, mount 3R boxes on feeds.
- Updated the controller’s logic for the new RTU.

- Install a new weather-rated DDC controller in the current panel.
- Install Automated Logic WebCTRL GUI software.
- Complete programming, database setup, and graphics
- Install any accessories, including MERV-8 air filters and power exhaust systems.
- Charge the unit with refrigerant.
- Power on the unit and perform system diagnostics.
- Test the heating, cooling, and dehumidification functions for proper operation.
- Document all changes and adjustments made during installation.
- Clean the work area and remove any debris.
- Perform a final walk-through with the customer to ensure satisfaction.

Unit-7.5 Tons – Carrier - 48FESN08A2M6-3U0A0 - 48PGLC08
 REPLACING AND INSTALLING 7.5 TON UNIT

- Perform lockout/tagout procedures.
- Coordinate and schedule crane operations for rooftop access.
- Disconnect all electrical, gas, controls, and refrigerant lines from the existing unit.
- Recover refrigerant.
- Remove the old 7.5-ton unit using the crane.
- Place the new 7.5-ton unit on the rooftop curb.
- Connect the electrical wiring, gas lines, controls, Nema 3R fusible disconnects and new fuses(3), and control wiring to the new unit.
- Construct slotted channel mounting stands for disconnects. Provide and install stand supports for roof protection.
- Install existing feeds through curb adapters, mount 3R boxes on feeds.
- Updated the controller’s logic for the new RTU.
- Install a new weather-rated DDC controller in the current panel.
- Install Automated Logic WebCTRL GUI software.
- Complete programming, database setup, and graphics
- Install any accessories, including MERV-8 air filters and power exhaust systems.
- Charge the unit with refrigerant.
- Power on the unit and perform system diagnostics.
- Test the heating, cooling, and dehumidification functions for proper operation.
- Document all changes and adjustments made during installation.
- Clean the work area and remove any debris.
- Perform a final walk-through with the customer to ensure satisfaction.

Parts: \$14,988.00

Labor: \$45,578.00

Equipment: \$58,197.00

Bond: \$6,150.00

Exclusions:

- Taxes are not included and will be added to the quoted price unless a resale or tax exempt certificate is on file.
- Integrity of valves, disconnects, and switches.
- Extended vacuum or dehydration is not included extended times will be at time and material.
- Any work not specifically described above is not included in this proposal.
- All work to be performed during normal working hours Monday-Friday. No overtime and/or shift work is included.
- Payment/Performance and Warranty Bond Included.
- No Cutting Patching or Painting.

Medic 11 – 1801 E. Old Settlers Blvd., Round Rock, TX – 3 units that will be replaced.



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Texas AirSystems, LLC
Austin, TX United States

Certificate Number:
2024-1236901

Date Filed:
11/11/2024

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

Williamson County

Date Acknowledged:

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.

Medic 11
Replacing 3 RTU's and controls upgrade.

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

5 Check only if there is NO Interested Party.


6 UNSWORN DECLARATION

My name is Blake Randig, and my date of birth is [REDACTED].

My address is [REDACTED], [REDACTED], Tx, 76574, [REDACTED].
(street) (city) (state) (zip code) (country)

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

Executed in Williamson County, State of Texas, on the 11 day of 11, 2024.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Texas AirSystems, LLC
 Austin, TX United States

Certificate Number:
 2024-1236901

Date Filed:
 11/11/2024

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

Date Acknowledged:
 11/14/2024

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.
 Medic 11
 Replacing 3 RTU's and controls upgrade.

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

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

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

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

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

 Signature of authorized agent of contracting business entity
 (Declarant)

Commissioners Court - Regular Session

40.

Meeting Date: 11/26/2024

Approval of Amendment to Contract #23RFP11 with Doyle Electric, LLC 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 to contract #23RFP11 with Doyle Electric, LLC, which incorporates the FEMA Addendum and authorizing the execution of the amendment.

Background

This item is to provide the inclusion of the FEMA Addendum for contract #23RFP11 originally awarded by CC on 2/28/2023 agenda item #53, for the Doyle Electric, LLC Service Agreement by adding FEMA compliant contract language. The contract is pre-positioned for use in the event of an emergency. Funding

Sources: 01.0100.0509.004509, 01.0100.0509.004510. Point of Contact: Christi Stromberg.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Amendment

TEC 1295

Form Review

Inbox

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Theresa Gross

Final Approval Date: 11/21/2024

Reviewed By

Joy Simonton

Becky Pruitt

Date

11/20/2024 07:33 PM

11/21/2024 08:30 AM

Started On: 11/15/2024 01:13 PM

**AMENDMENT TO
WILLIAMSON COUNTY SERVICE AGREEMENT
DOYLE ELECTRIC, 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 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 Doyle Electric, LLC (“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 February 28, 2023 (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.

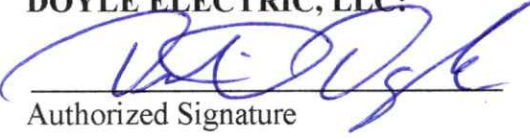
WILLIAMSON COUNTY:

Authorized Signature

County Judge/Presiding Officer

Date: _____

DOYLE ELECTRIC, LLC:



Authorized Signature

Dustin Doye

Printed Name

Date: 11/15/2024

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 Contractor’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 Contracts 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 contract 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 contract 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 of 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:

Doyle Electric, LLC
Name of Contractor


Authorized Signature

Dustin Doyle
Printed Name

Date: November 15, 2024

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Doyle Electric, LLC
Marble Falls, TX United States

Certificate Number:
2024-1239570

Date Filed:
11/15/2024

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

Date Acknowledged:
11/15/2024

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.
23RFP11-RFP
Electrical Construction

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

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

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

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

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

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2024-1239570

Date Filed:
11/15/2024

Date Acknowledged:

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

Doyle Electric, LLC
Marble Falls, 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.

23RFP11-RFP
Electrical Construction

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

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

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

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

Executed in _____ County, State of _____, on the _____ (month) _____ (year)

Signature of authorized agent of contracting business entity (Declarant)

Commissioners Court - Regular Session

41.

Meeting Date: 11/26/2024

Approval of Amendments to contracts # 2024108, 2024109 and 2024110, The Brandt Companies, LLC for electrical, HVAC and plumbing services for Facilities Management

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 Amendments to contracts # 2024108 (HVAC Services) #2024109 (Electrical Services) and #2024110 (Plumbing Services) with The Brandt Companies, LLC, which incorporates the FEMA Addendum and authorizing the execution of the amendments

Background

This item is to provide the inclusion of the FEMA Amendments to contracts # 2024108 (HVAC Services) #2024109 (Electrical Services) and #2024110 (Plumbing Services) originally awarded by CC on 1/30/2024 agenda items #39, 40 and 41, for The Brandt Companies, LLC Master Service Agreements by adding FEMA compliant contract language. The contracts are pre-positioned for use in the event of an emergency. Various funding sources depending on project: 01.0100.0509.004500, 01.0100.0509.004509 and 01.0100.0509.004510. Department contacts are Shantil Moore or Christi Stromberg.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

- Amendment - Electrical
- Amendment - HVAC
- Amendment - Plumbing
- TEC 1295

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	11/20/2024 07:34 PM
County Judge Exec Asst.	Becky Pruitt	11/21/2024 08:34 AM
Form Started By: Theresa Gross	Started On: 11/15/2024 03:02 PM	
Final Approval Date: 11/21/2024		

**AMENDMENT TO
WILLIAMSON COUNTY MASTER SERVICE AGREEMENT
THE BRANDT COMPANIES, 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 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 The Brandt Companies, LLC (“Service Provider”), both of which are referred to herein as the parties.

WHEREAS, the County and Service Provider entered into a Master Service Agreement, dated effective January 30, 2024 (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: _____

THE BRANDT COMPANIES, LLC:



Authorized Signature

Danny Kelsey

Printed Name

Date: 11/15/24

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 Contractor’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 Contracts 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 contract 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 contract 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 of 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:

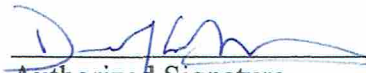
Authorized Signature

Printed Name

Date: _____, 20____

CONTRACTOR:

The Brandt Companies, LLC.
Name of Contractor



Authorized Signature

Danny Kelsey
Printed Name

Date: November 15, 2024

**AMENDMENT TO
WILLIAMSON COUNTY MASTER SERVICE AGREEMENT
THE BRANDT COMPANIES, 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 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 The Brandt Companies, LLC (“Service Provider”), both of which are referred to herein as the parties.

WHEREAS, the County and Service Provider entered into a Master Service Agreement, dated effective January 30, 2024 (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: _____

THE BRANDT COMPANIES, LLC:



Authorized Signature

Danny Kelsey

Printed Name

Date: 11/15/24

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 Contractor’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 Contracts 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 contract 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 contract 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 of 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:

The Brandt Companies, LLC.
Name of Contractor



Authorized Signature

Danny Kelsey
Printed Name

Date: November 15, 2024

**AMENDMENT TO
WILLIAMSON COUNTY MASTER SERVICE AGREEMENT
THE BRANDT COMPANIES, LLC**

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Authorized Signature

County Judge/Presiding Officer

Date: _____

THE BRANDT COMPANIES, LLC:



Authorized Signature

Danny Kelsey

Printed Name

Date: 11/15/24

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 Contractor’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 Contracts 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 contract 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 contract 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 of 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:

The Brandt Companies, LLC.
Name of Contractor



Authorized Signature

Danny Kelsey
Printed Name

Date: November 15, 2024

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

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

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 The Brandt Companies
 Georgetown, TX United States

Certificate Number:
 2024-1236716

Date Filed:
 11/08/2024

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

Date Acknowledged:
 11/15/2024

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.
 2024108
 MSA WITH FEMA Amendment

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

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

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

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

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

 Signature of authorized agent of contracting business entity
 (Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

The Brandt Companies
 Georgetown, TX United States

Certificate Number:
 2024-1236716

Date Filed:
 11/08/2024

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

Williamson County

Date Acknowledged:

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.

2024108
 MSA WITH FEMA Amendment

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

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

My address is [REDACTED] (street) [REDACTED] (city) [REDACTED] (state) [REDACTED] (zip code) [REDACTED] (country)

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

Executed in [REDACTED] (month) [REDACTED] (year)

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

Commissioners Court - Regular Session

42.

Meeting Date: 11/26/2024

Approval of Amendment to Contract #23RFP96 with Red & White Greenery, Inc. for Facilities Management

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 to contract #23RFP96 with Red & White Greenery, Inc. which incorporates the FEMA Addendum and authorizing the execution of the amendment.

Background

This item is to provide the inclusion of the FEMA Addendum for contract #23RFP96 originally awarded by CC on 9/19/2023 agenda item #46, for the Red & White Greenery, Inc. Service Agreement by adding FEMA compliant contract language. The contract is pre-positioned for use in the event of an emergency. Funding source is 01.0100.0509.004810. Point of Contact is Christi Stromberg.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Amendment

TEC 1295

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Theresa Gross
Final Approval Date: 11/21/2024

Reviewed By

Joy Simonton
Becky Pruitt

Date

11/20/2024 09:49 PM
11/21/2024 08:42 AM
Started On: 11/18/2024 12:59 PM

**AMENDMENT TO
WILLIAMSON COUNTY SERVICE AGREEMENT
RED & WHITE GEENERY, 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 Red & White Greenery, 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 October 01, 2023 (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.

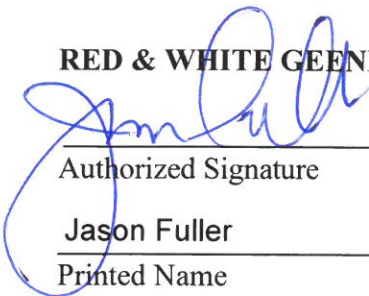
WILLIAMSON COUNTY:

Authorized Signature

County Judge/Presiding Officer

Date: _____

RED & WHITE GEENERY, INC.:



Authorized Signature

Jason Fuller

Printed Name

Date: **11-12-24**

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 Contractor’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 Contracts 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 of 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:

Red & White Greenery, Inc.

Name of Contractor



Authorized Signature

Jason Fuller

Printed Name

Date: November 12, 2024

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

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

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Red & White Greenery, Inc.
 GEORGETOWN, TX United States

Certificate Number:
 2024-1239956

Date Filed:
 11/18/2024

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

Date Acknowledged:
 11/18/2024

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.
 23RFP96
 Landscape Maintenance 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.

6 UNSWORN DECLARATION

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

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

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

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

 Signature of authorized agent of contracting business entity
 (Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2024-1239956

Date Filed:
11/18/2024

Date Acknowledged:

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

Red & White Greenery, Inc.
GEORGETOWN, TX United States

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

Williamson County

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

23RFP96
Landscape Maintenance 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.

6 UNSWORN DECLARATION

My name is [REDACTED]

My address is [REDACTED] (street) [REDACTED] (city) [REDACTED] (state) [REDACTED] (zip code) [REDACTED] (country)

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

Executed in [REDACTED]

Signature of authorized agent of contracting business entity (Declarant)

Commissioners Court - Regular Session

43.

Meeting Date: 11/26/2024

Approval of Services Contract for On-site Security – Lake Creek Annex with L&P Security, LLC for Facilities Management

Submitted For: Joy Simonton

Submitted By: Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Services Contract #202569 between L&P Global Security, LLC and Williamson County for On-site Security – Lake Creek Annex, in the not-to-exceed amount of Three Hundred Thousand Dollars (\$300,000.00), pursuant to TXMAS Contract Number 24-99003 and execution of the agreement.

Background

This is to provide On-site Security at 9500 Lake Creek Parkway, Austin TX 78717. Detailed Scope of Work is attached. The Services contract includes an initial 2-year term with 3 optional 1-year renewals. The funding source is 01.0100.0509.004500, Origination ID 1569, and the point of contact is Christi Stromberg.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Services Contract with Vendor Proposal Final
Form 1295 L&P Global Security LLC Complete

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Johnny Grimaldo
Final Approval Date: 11/21/2024

Reviewed By

Joy Simonton
Becky Pruitt

Date

11/20/2024 09:39 PM
11/21/2024 08:37 AM
Started On: 11/18/2024 09:58 AM

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

**SERVICES CONTRACT
VIA TXMAS-2499003
L&P Global Security, LLC
(9500 Lake Creek Parkway)**

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 Tex. Const. art. XI, § 7, 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 CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter “The County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **L&P Global Security, LLC** located at 16910 Dallas Parkway, Suite #208, Dallas, Texas (hereinafter “Service Provider”), with principal offices in Dallas, Texas. The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational goods and services pursuant to the Statewide Procurement Division’s Texas Multiple Award Schedule Program for Products and Related Services (hereinafter “TXMAS-24-99003”) and the following terms, conditions, and restrictions included herein. In the event of a conflict between this Contract and TXMAS-24-99003 term shall control.

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 or she is not an employee of The County. The services include but are not limited to hourly on-site security for the Lake Creek Annex located at 9500 Lake Creek Parkway, Austin, TX 78717.

Should the County choose to add services in addition to those described in **Exhibit “A”**, such additional services shall be described in a separate written amendment to this

Contract wherein the additional services shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional services. Service Provider shall not begin any additional services, and the County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

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 when signed by all parties and shall continue until September 30, 2026. Parties will have three (3) optional one (1) year renewals.

III.

Consideration and Compensation: Service Provider will be compensated hourly, based on the attached Quote, dated November 07, 2024, which is designated as Exhibit "A" and incorporated herein as if copied in full. **The not-to-exceed amount for the November 07, 2024 Quote is \$300,000, unless amended by a change order and approved by the 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.

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 <i>(including premises, completed operations and contractual)</i>	\$1,000,000	\$1,000,000
Aggregate policy limits:		\$2,000,000

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

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

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by the County.

Upon execution of this Contract, Service Provider shall provide the County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

V.

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

VI.

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

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT

SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

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

VII.

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

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.

IX.

Termination: This agreement may be terminated at any time at the option of either party, without *future or prospective* liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

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 agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this

agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XII.

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

XIII.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of this agreement.

XIV.

No Assignment: Service Provider may not assign this Contract.

XV.

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

XVI.

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

XVII.

Public Information: Service Provider understands that County will comply with the

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

XVIII.

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

XIX.

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

XX.

Authorized Expenses: In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Contract, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Vendor Reimbursement Policy can be found at: [WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf \(wilco.org\)](#). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

XXI.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

XXII.

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, dated November 07, 2024, which is designated as Exhibit "A" and incorporated herein as if copied in full;
- B. The cooperative purchasing contract or agreement applicable to this Contract, if any, set out on the signature page hereinbelow; and
- C. Insurance certificates evidencing coverages required herein above.

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

XXIII.

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

WITNESS the signatures of all parties in duplicate originals this the ____ day of _____, 2024.

WILLIAMSON COUNTY:

L&P Global Security, LLC:

Wanda Spears

Authorized Signature

Authorized Signature

Printed Name _____

Printed Name Wanda Spears

Date: _____, 20____

Date: November 15, 2024

Exhibit "A" Quote, dated November 07, 2024

Proposal
for
SECURITY SERVICES
Wilco

November 7, 2024

Proposed by
L&P Global Security, LLC
16910 Dallas Parkway, Suite # 208, Dallas, Texas 75248

Contact Person:
Prashant Kumar, Managing Partner
Phone: 469-756-1372





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Transmittal Letter

November 7, 2024

Dear Ms. Stromberg,

I wish to express my appreciation to you for allowing L&P Global Security, L.L.C., the opportunity to participate in designing a security program that will provide security services to the Wilco. Our program is designed to help deter theft, vandalism, fire/safety, and deter criminal acts that may negatively affect the property and its tenants.

The program we are presenting to Wilco is based in part on providing exceptional supervision and quality control, along with the ability to work collaboratively with you and your staff. We are confident we will provide you with timely, high-quality, and cost-effective security services. Our main objectives are to keep your properties safe while maintaining a professional security presence and response for protection, as well as demonstrate sufficient capacity, resources, and experience in providing the security services required.

Our executive staff has decades of experience in the service and security industries. One of our executive board members has over 37 years of experience in law enforcement within Texas and currently works as D.S.O. with the U.S. Marshal Service. As a group, we bring years of excellent experience and knowledge to providing Bexley the security services needed by having worked for large federal contracts such as the F.B.I., the U.S. Department of Mines and Statistics, and the National Wildlife Federation. Currently, L&P Global Security provides services for CBRE, a large national commercial real estate corporation, TXDOT, A.C.E. Hardware, Advancial Credit Union Bank, Dallas County, Travis County, ERS, Texas A&M University School of Law and Many North Texas ISD like Mesquite, Mckinney, Allen, Wylie and Terrell ISD.

We provide exhaustive supervision to all of our accounts, and we do not charge extra for any supervision work as this is our way of managing the quality of our services.

Christi, given the opportunity, we at L&P Global Security are confident in our ability to assist Wilco in providing maximum value for security dollars spent.

In conclusion, we appreciate your interest and look forward to serving your organization as the opportunity permits.

Thanks & Regards

Prashant Kumar

Managing Partner

469-756-1372

L&P Global Security, L.L.C. - "A Name that secures you."



Executive Summary

HISTORICAL PERFORMANCE (37 years' experience)

- **GSA Contract** : 47QSWA22D008W
- **TXMAS Contract** : TXMAS-24-99003

L&P Global Security is licensed with the State of Texas and registered with S.A.M. and issued a Cage number to also perform services for local, state, and federal government agencies. L&P Global Security's executive staff has operated in Texas under company license numbers B06713 (Dallas Security Enforcement Agency), B08304 (Worldwide Security Services Corporation), and a Security Training Academy F00715 (Dallas Security Enforcement Agency Training Academy). These businesses operated in 3 countries and several states.

L&P Global Security's management brings over 37 years of law enforcement and security experience.

Our administrative management team has had responsibility for the overall business operations of all divisions of the corporations mentioned above to include two training academies, two international guard and patrol service companies, international police and security instructions and personal protection services to individuals, U.S. & foreign diplomats and foreign heads of state. Our corporate president is currently a commission reserve police officer (37 years) and instructor in Texas and D.S.O. with the U.S. Marshal Service, U.S. Department of Justice.

L&P Global Security management has provided security services to commercial and government customers, both domestic and foreign such as but not limited to:

- Southland Corporation 7-Eleven Texas Division
- The national F.B.I. security services contract (Government Contract)
- Mexico City Police Department (Training Police Officers)
- The Disney Stores (Retail)
- The U.S. Department of Labor – US Mines and Statistics (Government Contract)
- The Stanley Cup (Sports Foundation)
- Gazprom Joint-Stock Company, Russia (Training Security Management Personnel)
- The Ticket Radio 1310 Dallas Texas (Entertainment)
- I.B.M.
- The National Wild-Life Federation (Government Contract)
- Southwestern Bell Telephone Internet
- European Business Congress



L&P Global Security offers a unique and customized security program providing unparalleled services, such as to assist in developing and participating in an emergency action plan. The use of drones, as well as dedicated marked vehicles and uniforms, with your logo to better identify our personnel that serves your facilities. L&P Global Security is:

Tech Savvy – As your security provider, our company is proficient in the use of modern technology. For example, we offer our clients the choice to have our officers and patrol vehicles equipped with body and dash cameras. By providing video camera technology to officers while protecting your property, we provide you with a real-time preview of any incidents; therefore, security incidents can be addressed as they happen on your property. The level of technology implemented is based on our client's requirements and budget.

Drone Surveillance Systems (Optional Service) - L& P Global Security offers a unique security service rarely found in the private guard security industry. We offer the use of drones with H.D. cameras. In simplest terms, our camera surveillance system is harnessing digital camera technology and computer processing to record events in real-time. All cameras on our system record at the same time, giving you the whole story as it happens. Our systems can be complex, ranging from 160 GB HDD of storage to several terabytes. Drones can have several applications in our industry. The descriptions below are just a few examples of how L&P Global Security can assist our clients with the use of drones.

Highly Trained Officers - We invest heavily in training our security officers. In addition to the state-required training courses, we give additional mandatory training to our security personnel in crisis management, general defensive techniques, emergency response procedures, critical incident response, evacuation procedures, disaster preparedness, C.P.R., occupational safety and health requirement, fire protection, how to handle disruptive people, and non-violent dispute resolution among many other skills.

Threat Awareness and Avoidance Course (Optional Service) - we've created a Threat Awareness and Avoidance Course and made it available for our clients and their staff. This course covers topics such as; how the criminal selects victims, how to use your eyes & ears to protect yourself adequately, control of fear or anger, avoiding threatening situations, how to remain secure in your car & home, your legal rights in self-defense, rape, date rape, and how to survive a confrontation to name a few topics.

Employee Selection, Hiring, and Orientation

We take the security guard selection process very seriously and screen each candidate carefully. During the hiring interview, a hiring manager covers rules and regulations with each potential employee. After hiring, we train employees in addition to mandatory state-level courses required. We include our company policies and procedures and give a printed copy of our rules and regulations to our employees and cover information on safety. We cover rules in detail, and the employee is required to sign a copy as an



indication of understanding and acknowledgment. All of our employees have undergone extensive background and criminal checks by both the Department of Public Safety and the F.B.I. We will have verified a minimum of four references before hiring candidates, among other strict hiring procedures.

Job Coordination and Quality Control - To assure high quality and performance, our operation manager visits you periodically and is the necessary liaison between your office and ours. The operations manager will be thoroughly familiar with all aspects of your property and its security needs. The manager's primary function will be to see that all necessary changes or requirements in the service are implemented without delay. Also, our managers are responsible for holding a monthly service review meeting with you or your designee, for reviewing operations, accomplishments, and concerns. When necessary, the operation manager will set new objectives for the assigned security staff.

L&P Global Security's Commitment to You - The importance of efficient and professional security services cannot be overstated. We offer a highly cost-competitive program with expert managers who are thoroughly trained in the techniques required to protect facilities such as yours. Our managers will work with you to provide the highest standards of security. Other components of our program offered are trained supervisors and staff personnel, the application of proven security techniques, better staffing patterns, and more efficient job routines through set work schedules.

Broad Spectrum - L&P Global Security will serve commercial office buildings, hospitals, schools, industrial facilities, retail complexes, construction sites, hotels, residential homes, apartments, special events, as well as local, state, and federal government facilities.

We at L&P Global Security believe that our security program will provide your business with Maximum Value for security dollars spent. We offer security-consulting services at no additional cost to our clients for custom plans to fit your business' unique requirements.



Emergency Action Plan

Part of L&P Global Security's consulting services is to assist and participate in our client's emergency action plan (E.A.P.). An E.A.P. is a written document required by OSHA standards. [29 CFR 1910.38(a)]. The purpose of an E.A.P. is to facilitate and organize the employer, employees, and visitor's actions during emergencies. Well-developed emergency plans and proper training (such that employees understand their roles and responsibilities within the plan) will result in fewer and less severe injuries and less damage during emergencies. A poorly prepared plan likely will lead to a disorganized evacuation or emergency response, resulting in confusion and injury.

Several questions need to be asked when developing or reviving an E.A.P.:

1. Have you conducted a risk assessment?
2. Do you have a threat management team?
3. Does your plan already include a plan for fire evacuation, severe weather, or bomb threats? Active shooter preparedness?
4. Have you developed a notification system in case of emergencies?
5. Have you identified evacuation routes and shelter locations within the building(s)?
6. Is there a plan for notification and evacuation of employees, visitors, people with disabilities seeing/hearing impaired, Non-English speakers?
7. Is there a plan to account for personnel and guests?
8. Do you have trained employees to recognize and report concerns?
9. Have you prepared a go-bag (facility maps, master keys, etc.) for use by arriving on an emergency responder?
10. Have you got an access control roster?
11. Is there a lockdown procedure and a shelter in place procedure?
12. Is there a recovery plan from an active shooter scenario that will include the whole community? It may consist of hospitals, grief counselors, lawyers, employee assistance, and other assistance as required.
13. Do you have a business continuity plan that allows for continuity of operations?
14. Does the plan include actions taken if a neighboring organization experiences an emergency and/or active shooter event?
15. Does the plan consider major suppliers and critical components in the supply chain for needed goods or services?
16. Does the plan address training, practice drills, and update classes?

L&P Global Security will assist your personnel in developing or revising your E.A.P. to include any security risk or threat to your organization and member communities. This service is provided by us at no additional cost as part of our security services to clients.



Pricing

Security Officer(s) Services

L&P Global Security has a strong commitment to excellence in service quality and safety. To facilitate and promote high standards, L&P Global Security L.L.C. follows a well-defined set of requirements, including employee screening, safety, training, work specifications, business specifications, adherence to promulgated rules/regulations for safety and security operations.

Our security officers assigned to your communities will be licensed and/or commissioned by the Texas Department of Public Safety. All potential new hires will have an in-depth pre-employment background investigation conducted to determine each candidate's character and degree of personal integrity. All applicants will submit to fingerprinting and be cleared by a thorough criminal conviction records search done by the State of Texas and the F.B.I. for the past several years. All officers selected to work in your property will be physically fit and presentable.

Security officers assigned to your property will be trained in topics such as powers of arrest, search & seizure, legal testimony, clear and concise report writing, the use of force, emergency first aid, and C.P.R. They will also have to pass a formal written examination before receiving their commission from the State of Texas on subjects such as the Texas Code of Criminal Procedures, the Texas Penal Code, and the Private Security Agencies Act.

In consideration of the employment and compensation described herein, L&P Global Security L.L.C. shall perform services by providing security officer(s) at Wilco for the following costs based on security officers' hourly wages. In accordance with the terms and provisions of a signed security agreement between Bexley and L&P Global Security L.L.C. Note: There are no warranties or representations implied in this proposal. All terms and conditions will be stated in writing in the security agreement mentioned above.

Service (Onsite Security Officer)	Price (\$ per hour)
UnArmed Security Officer	\$31.45
Golf Cart	\$500/Month

PRICE QUOTED GOOD FOR THIRTY DAYS

**Security Consulting Services at Your property(s)
(When Wilco becomes a client of L&P Global Security)**

\$ No Charge



*Prices are all-inclusive of labor and general equipment needed by security officers.

*Security consulting service fee is **\$125/hour**, which we offer free once Wilco becomes our client.

In accordance with the Rules and Regulations of the Department of Public Safety, a licensee shall inform each client that they are entitled to receive a written contract that contains the fee arrangement with necessary information covering services to be rendered. This contract, with its terms, provision, and fee agreement, is the same agreement mentioned above in section 1 of the pricing summary.

The compensation above does not include sales tax. The client agrees to pay all appropriate taxes on services provided, if not tax-exempt.



Summary

The importance of effective and professional security services cannot be overstated. L&P Global Security offers highly effective services with a competitive cost program. Our expert managers are thoroughly trained in the techniques required to protect facilities such as yours. We are confident we do this as well or better than most other companies. Our managers work closely with you and your staff to provide the highest standards of security guard services.

Other components of our program offered are trained supervisors and staff personnel, the application of proven security techniques, better staffing patterns, and more efficient job routines through set work schedules. Our program features regular, on-site inspections of our officers, and we invite random checks by your management as well.

L&P Global Security's headquarters located in Texas; therefore, our program offers a high degree of local support. We can provide services such as, but not limited to, labor relations, personnel recruiting/screening, quality control, purchasing, and payroll. Our project managers find these local support services to be invaluable. Being local also allows us to give more assistance to our clients above that of our competitors, whose branch operations must rely on corporate offices located outside of Texas. We know Texas and local ordinances best.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 L&P Global Security LLC
 Dallas, TX United States

Certificate Number:
 2024-1238358

Date Filed:
 11/13/2024

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

Date Acknowledged:

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.
 202569
 Unarmed security services for Lake Creek Annex

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
L&P Global Security LLC	Dallas, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Judson Sanders, and my date of birth is [REDACTED]

My address is [REDACTED] (city) TX (state) 75248 (zip code) US (country)

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

Executed in Dallas County, State of TX, on the 13 day of Nov, 2024.
 (month) (year)

Judson A Sanders
 Signature of authorized agent of contracting business entity (Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

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

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 L&P Global Security LLC
 Dallas, TX United States

Certificate Number:
 2024-1238358

Date Filed:
 11/13/2024

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

Date Acknowledged:
 11/14/2024

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.
 202569
 Unarmed security services for Lake Creek Annex

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	L&P Global Security LLC	Dallas, 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

44.

Meeting Date: 11/26/2024

Approval of Amendment to the Texas Air Systems, LLC Service Agreements, for Comprehensive HVAC repairs and related services, adding FEMA Addendum for Facilities Management.

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 to contract #202383 with Texas Air Systems, LLC., which incorporates the FEMA Addendum and authorizing the execution of the amendments.

Background

This item is to provide the inclusion of the FEMA Addendum to the Master Services Agreement #202383 originally awarded by Commissioner's Court on 12.6.2022, to Texas Air Systems, LLC by adding FEMA compliant contract language. The contract is pre-positioned for use in the event of an emergency. Funding Source will be 01.0100.0509.004510 in addition to various other departmental funding accounts including Animal Shelter. Department points of contact are Shantil Moore and Christi Stromberg.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Amendment
TEC 1295

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Theresa Gross
Final Approval Date: 11/21/2024

Reviewed By

Joy Simonton
Becky Pruitt

Date

11/20/2024 10:06 PM
11/21/2024 08:45 AM
Started On: 11/19/2024 09:55 AM

**AMENDMENT TO
WILLIAMSON COUNTY MASTER SERVICE AGREEMENT
TEXAS AIRSYSTEMS, 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 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 Texas AirSystems, LLC (“Service Provider”), both of which are referred to herein as the parties.

WHEREAS, the County and Service Provider entered into a Master Service Agreement, dated effective December 06, 2022 (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.

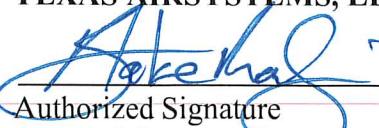
WILLIAMSON COUNTY:

Authorized Signature

County Judge/Presiding Officer

Date: _____

TEXAS AIRSYSTEMS, LLC:



Authorized Signature

Blake Randall

Printed Name

Date: 11/12/24

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 Contractor’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 Contracts 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 contract 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 of 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:

Texas Air Systems LLC
Name of Contractor


Authorized Signature

Blake Randy
Printed Name

Date: 11/12/24, 20____

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Texas AirSystems, LLC
 Austin, TX United States

Certificate Number:
 2024-1237799

Date Filed:
 11/12/2024

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

Date Acknowledged:
 11/19/2024

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 Contract#22010601. MSA approve
 HVAC PM Service Contracts

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

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

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

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

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

 Signature of authorized agent of contracting business entity
 (Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Texas AirSystems, LLC
Austin, TX United States

Certificate Number:
2024-1237799

Date Filed:
11/12/2024

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

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
Contract#22010601. MSA approve
HVAC PM Service Contracts

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

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

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

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

Executed in _____
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session

45.

Meeting Date: 11/26/2024

Canceling and setting a new public hearing regarding proposed amendments to the Williamson County Subdivision Regulations

Submitted For: Adam Boatright

Submitted By: Adam Boatright, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on canceling the public hearing set for December 10, 2024 at 9:30 AM regarding proposed amendments to the Williamson County Subdivision Regulations pursuant to the authority of Chapter 232 of the Texas Local Government Code; setting a new public hearing on such proposed amendments to the Williamson County Subdivision Regulations for January 28, 2025 at 9:30 AM; and authorizing publication of notice of the new public hearing in the Williamson County Sun.

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 11/21/2024

Reviewed By

Becky Pruitt

Date

11/21/2024 03:07 PM

Started On: 11/21/2024 11:42 AM

Commissioners Court - Regular Session

46.

Meeting Date: 11/26/2024

Approval of Proposal of Pollution Liability Insurance with Commerce and Industry Insurance Company for Fleet Services Department

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 policy with the annual premium quote of \$525 plus acceptance of Option 1 Terrorism Act Premium for an additional amount of \$45 for AIG TankGuard Williamson County Pollution Liability Insurance to support operations of the Fleet Department and authorize the execution of the policy.

Background

This item is to provide the renewal warranty for AIG TankGuard Williamson County Pollution Liability Insurance that was submitted to Commissioners Court and approved on October 29, 2024, under Agenda Item #33. Department Contact: Kevin Teller. Funding Source: Other Liability Insurance, 01.0882.0882.004416.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Policy
Form 1295

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Theresa Gross
Final Approval Date: 11/21/2024

Reviewed By

Joy Simonton
Becky Pruitt

Date

11/21/2024 11:52 AM
11/21/2024 11:55 AM
Started On: 11/12/2024 01:51 PM

Q#100270 24
Pol#: 000168373

Policy Managers®

317 Riveredge Boulevard, Suite 206 • Cocoa, Florida 32922 • 800.475.4055 • Fax: 321.433.1093 • www.policymanagers.com
A Division of Chamber Insurance Agency Services, LLC

11/08/24

Ms. Shela Ferrell
JI Special Risks Insurance Agency,
Inc.
10535 Boyer Boulevard, Suite 100
Austin, TX 78758-

Re: AIG Environmental TankGuard® Program
Applicant: Williamson County
Effective Date: 12/18/24

Dear Ms. Ferrell:

Thank you for allowing Policy Managers® to provide terms for coverage under AIG Environmental TankGuard® Program. Having carefully reviewed your submission, we are pleased to offer the enclosed Premium Indication for a policy underwritten by Commerce and Industry Insurance Company.

The enclosed Indication is based on the information contained in your submission, and may require that you submit certain additional information to us for approval prior to our binding coverage on your behalf. Moreover, this Indication could be subject to change or withdrawal, depending on the content of the information provided.

We recommend that you immediately review this Indication in its entirety to determine whether any additional information is required. If so, we encourage you to submit it to us immediately.

Very truly yours,

Marisa Kraft
Account Executive
(321) 433-4048
mkraft@policymanagers.com
Enclosures

NOTIFICATION

CHANGE TO INSURER'S ADDRESS

Please be advised that all references to the address 175 Water Street, New York, NY 10038 contained in the Policy, Declarations, riders, endorsements, and Policy notices are hereby deleted in their entirety and replaced with the following: 1271 Ave of the Americas FL 37, New York, NY 10020-1304

All other terms and conditions of the Policy remain the same.

Prepared Especially For
Williamson County

The following is our premium indication for the storage tank system listed below. Coverage for Storage Tank Third Party Liability, Corrective Action and Clean-up Costs is offered using Commerce and Industry Insurance Company Form #81106(08/09) with the appropriate endorsements listed below.

Coverage is offered on a Claims Made and Reported Basis.

Policy Dates: From: 12/18/24 To: 12/18/25
Retroactive Date: See Schedule
Commission Rate: 5.00
Covered Storage Tank Systems Locations: See Schedule Attached

Opt.	Limits of Liability (Ea Incident/Agg.)	Deductible (Ea Incident)	Annual Premium	State Surcharges
001	1,000,000/ 1,000,000	10,000	525	.00 * .00 **

All premiums are fully earned upon tank removal. There will be no credit for midterm removal.

* State Surcharges are in addition to the annual premium and are assessed when covered locations are within the states of KY, WV, NJ, FL and/or OR.
** This is the additional State Surcharge premium if TRIA is accepted. Payment of surcharges is expected along with the annual premium at binding of coverage.

The premium amount(s) stated above does not include the premium for Terrorism Risk Insurance Act Coverage. Please see the attached Disclosure Statement regarding Terrorism Risk Insurance Act Coverage and the premium for such coverage. In the event that you choose to purchase TRIA Coverage along with one of the options above, the total premium shall be the premium shown above for the option chosen plus the TRIA Coverage premium shown on the attached Disclosure Statement for that option.

Coverage Forms and Endorsements:

- Storage Tank Policy 81106(08/09)
- Storage Tank Declarations Page 81206(08/09)
- Site Schedule 81029(02/13)
- Schedule of Coverage Storage Tank Systems 81017(10/02)
- Separation of Insureds Endorsement 81026(10/02)
- Gaining the Ultimate Value-Added Advantage Thgh AIG 143486(01/22)
- Economic Sanctions Endorsement 89644(06/13)
- Notice of Loss/Notice of Claim 91968(12/06) CI2940
- Minimum Premium Endorsement 86330(07/04)
- 81755(03/03) Texas Amendatory End. Concealment & Fraud Condition
- 74802(03/20) Texas Liability Ins. Amen. Endt Cancellation & Nonren.
- 81046(10/02) Texas Endorsement Prompt Payment of Claim
- 81045(10/02) Texas Endt Notice of Settlement of Liability Claims
- 135940(2/20) Texas Complaint Notice

This indication is subject to the following, prior to binding:

- Written request to bind
- Signed TRIA Disclosure Statement (if Insured is rejecting coverage)
- If TRIA Coverage is rejected, then All Terrorism Exclusion Endorsement 118950(1/15) will be attached.
- If TRIA Coverage is accepted, Federal Share of Compensation Under TRIA And Cap On Losses Endorsement 125595(03/17) will be attached.
- Full Net Premium Payment by effective date

NOTICE: PLEASE READ CAREFULLY THE ATTACHED POLICYHOLDER DISCLOSURE STATEMENT UNDER TERRORISM RISK INSURANCE ACT OF 2002. THE INSURED REPRESENTS AND WARRANTS THAT AN OFFICER OF THE INSURED SHALL COMPLETE, SIGN AND RETURN SUCH DISCLOSURE STATEMENT TO THE COMPANY WITHIN 30 DAYS OF THE DATE OF BINDING THIS INDICATION, IF CERTIFIED ACTS OF TERRORISM COVERAGE UNDER TRIA OF 2002 IS REJECTED BY THE INSURED AND THAT THE INSURED OR ITS BROKER SHALL ADVISE THE COMPANY ELLECTRONICALLY THROUGH THE E-TANK SYSTEM OF SUCH REJECTION PRIOR TO BINDING. HOWEVER, IF SUCH COVERAGE IS ACCEPTED BY THE INSURED, THE BROKER MUST ADVISE THE COMPANY IN WRITING ELLECTRONICALLY THROUGH THE E-TANK SYSTEM PRIOR TO BINDING, THE COMPANY SHALL RELY UPON THIS REPRESENTATION AND WARRANTY IN THE ISSUANCE OF ANY BINDER ISSUED RELATED TO THIS INDICATION.

All submitted information is subject to underwriter approval.
Federal and/or state required Storage Tank Certificates of Financial responsibility.
40 CFR 280.97 or state equivalent will also be included when the policy is issued.

This indication is valid for 30 days from the date of this letter if new business, or if a renewal, until the proposed policy inception date shown above.

If you have any questions regarding this indication, please contact the program specialist shown below.

Very truly yours,


Marisa Kraft
Account Executive
(973) 669-2048

SCHEDULE OF COVERED STORAGE TANK SYSTEMS

Q#100270 24
 Pol#: 000168373

Location Address	UST/ AST	Capacity Capacity	Install Year	Retro Date
Williamson County				
3161 S.E. Inner Loop				
Georgetown,		TX 78626		
	UST	20,000	2019	7/12/19
	UST	20,000	2019	7/12/19
	UST	3,000	2019	7/12/19

**POLICYHOLDER DISCLOSURE NOTICE OF
TERRORISM RISK INSURANCE ACT (TRIA) COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, that you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act:* The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING JANUARY 1, 2018; 81% BEGINNING JANUARY 1, 2019 and 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Unless you, or your insurance broker on your behalf, REJECTS in writing to the Company Terrorism Coverage under the Terrorism Risk Insurance Act as amended, you will be covered for Terrorism as defined in the Act and your prospective premium for that coverage is based upon which coverage option you choose (Coverage options setting forth limits, policy term, etc. are set forth in the attached letter of indication).

Option 1 Terrorism Act Premium: \$45

_____ I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Commerce and Industry Insurance Company

**Return to: Policy Managers
317 Riveredge Blvd., Suite 206
Cocoa, FL 32922**

Policyholder/Applicant's Signature

Policyholder/Applicant's Printed Name

Date

Williamson County
Quote#: 100270

PROPOSAL ACCEPTANCE - 20

Q#100270 24
Pol#: 000168373

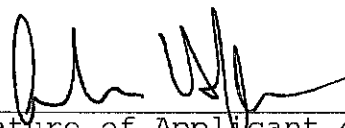
Williamson County

I/We accept Proposal for a policy providing the following Limits of Liability and Deductible:

Limits of Liability: \$1,000,000 Deductible: \$10,000

I hereby elect to purchase Terrorism coverage for a premium of \$ 45.00.

I hereby reject coverage in accordance with the Terrorism Risk Insurance Act of 2002.



Signature of Applicant or Authorized Representative

11-14-24
Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Ji Special Risks Insurance Agency, Inc
Austin, TX United States

Certificate Number:
2024-1241943

Date Filed:
11/21/2024

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

Williamson County

Date Acknowledged:
11/21/2024

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.

000168373 (2024)
Williamson County Pollution Liability Policy

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

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

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

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

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

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Ji Special Risks Insurance Agency, Inc
Austin, TX United States

Certificate Number:

2024-1241943

Date Filed:

11/21/2024

Date Acknowledged:

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

Williamson County

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

000168373 (2024)
Williamson County Pollution Liability Policy

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

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

My address is _____, _____ TX _____, _____
(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 _____
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session

47.

Meeting Date: 11/26/2024

Approval of Second and FINAL Renewal of Contract #23IFB20 Martin Asphalt Company 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 on authorizing the extension of contract #23IFB20 Asphalt Emulsions, renewal period #2 (FINAL), for the same price, terms, and conditions as the existing contract, with Martin Asphalt Company, for the 12-month term of February 13, 2025, to February 12, 2026, and authorizing execution of the renewal agreements.

Background

This is the second and FINAL extension for contract.#23IFB20 with Martin Asphalt Company for Asphalt Emulsions for the Road and Bridge Department. The Department has confirmed that the vendor met all the County requirements for this contract and requested a second renewal. The funding source is Funding source(s): 01.0200.0210.003550 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
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Attachments

Second (FINAL) Renewal
1295 form

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Cheryl Johnson
Final Approval Date: 11/21/2024

Reviewed By

Joy Simonton
Becky Pruitt

Date

11/20/2024 09:53 PM
11/21/2024 08:43 AM
Started On: 11/19/2024 08:25 AM



Summary Agreement for Renewal of Williamson County Contract

Contract Number:	231FB20	Department:	Road and Bridge/County Engineer
Vendor Name:	Martin Asphalt Company		
Purpose/Intended Use of Product or Service (summary):			
RENEWAL #2 for Asphalt Emulsions			
Type of Contract:	IFB	Start Date:	February 13, 2025
Purchasing Contact:	Cheryl Johnson	End Date:	February 12, 2026
Department Contact:	Kelly Murphy		
<ul style="list-style-type: none"> Williamson County wishes to extend this bid/proposal for the same pricing, terms, and conditions as the existing contract. PLEASE INCLUDE THE FOLLOWING: <ul style="list-style-type: none"> COMPLETED 1295 FORM; AND RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL. 			
Renewal Option Period 2	February 13, 2025-February 12, 2026		
Renewal Option Period 1	February 13, 2024-February 12, 2025		
Initial Contract Period	February 13, 2023-February 12, 2024		
BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET FORTH AS STATED ABOVE			
Vendor	<u>Martin Asphalt</u>	Williamson County, 710 Main St., Georgetown, TX 78626	
Name	<u>Victoria Spino</u>	Bill Gravell, Jr	
Title	<u>Sales Rep</u>	Williamson County Judge	
Signature	<u>[Signature]</u>	Signature _____	
Date	<u>11/18/24</u>	Date _____	

FY 23/24/25 Pricing

23IFB20 ASPHALT EMULSIONS - MARTIN ASPHALT COMPANY PRICE TAB				
ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE
1	HFRS-2	5000	GAL	n/a
2	HFRS-2P	150000	GAL	n/a
3	CRS-2	5000	GAL	2.97
4	CRS-2P	5000	GAL	3.17
5	CHFRS-2	15000	GAL	n/a
6	CHFRS-2P	550000	GAL	3.17
7	SS-1	60000	GAL	2.97
8	CSS-1H	10000	GAL	2.97
9	AEP	60000	GAL	n/a

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

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

**OFFICE USE ONLY
CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
MARTIN ASPHALT
HOUSTON, TX United States

Certificate Number:
2024-1240131

Date Filed:
11/18/2024

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

Date Acknowledged:
11/18/2024

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.
23IFB20
ASPHALT EMULSIONS

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

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

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

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

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

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

MARTIN ASPHALT
HOUSTON, TX United States

Certificate Number:
2024-1240131

Date Filed:
11/18/2024

Date Acknowledged:

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

WILLIAMSON COUNTY

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

23IFB20
ASPHALT EMULSIONS


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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

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

Executed in Harris County, State of Texas, on the 18th day of November, 2024.
(month) (year)



Signature of authorized agent of contracting business entity (Declarant)

Commissioners Court - Regular Session

48.

Meeting Date: 11/26/2024

Approval of Second and FINAL Renewal of Contract #23IFB20 for Wright Asphalt Products 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 on authorizing the extension of contract #23IFB20 Asphalt Emulsions, renewal period #2 (FINAL), for the same price, terms, and conditions as the existing contract, with Wright Asphalt Products, for the 12-month term of February 13, 2025, to February 12, 2026, and authorizing execution of the renewal agreements.

Background

This is the second and FINAL extension for contract #23IFB20 with Wright Asphalt Products for Asphalt Emulsions for the Road and Bridge Department. The Department has confirmed that the vendor met all the County requirements for this contract and requested a second renewal. The funding source is Funding source(s): 01.0200.0210.003550 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
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Attachments

second (FINAL) Renewal
1295 form

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Cheryl Johnson
Final Approval Date: 11/21/2024

Reviewed By

Joy Simonton
Becky Pruitt

Date

11/20/2024 09:59 PM
11/21/2024 08:46 AM
Started On: 11/19/2024 09:55 AM



Summary Agreement for Renewal of Williamson County Contract

Contract Number:	231FB20	Department:	Road and Bridge/County Engineer
Vendor Name:	Wright Asphalt Products		
Purpose/Intended Use of Product or Service (summary):			
RENEWAL #2 for Asphalt Emulsions			
Type of Contract:	IFB	Start Date:	February 13, 2025
Purchasing Contact:	Cheryl Johnson	End Date:	February 12, 2026
Department Contact:	Kelly Murphy		
<ul style="list-style-type: none"> • Williamson County wishes to extend this bid/proposal for the same pricing, terms, and conditions as the existing contract. • PLEASE INCLUDE THE FOLLOWING: <ul style="list-style-type: none"> - COMPLETED 1295 FORM; AND - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL. 			
<p>Renewal Option Period 2 --February 13, 2025-February 12, 2026</p> <p>Renewal Option Period 1 --February 13, 2024-February 12, 2025</p> <p>Initial Contract Period --February 13, 2023-February 12, 2024</p>			
BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET FORTH AS STATED ABOVE			
Vendor <u>Wright Asphalt Products Co.</u>		Williamson County, 710 Main St., Georgetown, TX 78626	
Name <u>Susan Hinton</u>		Bill Gravell, Jr	
Title <u>Contracts Admin</u>		Williamson County Judge	
Signature <u><i>Susan Hinton</i></u>		Signature _____	
Date <u>11/18/24</u>		Date _____	

FY' 25 231FB20 ASPHALT EMULSIONS - WRIGHT ASPHALT PRODUCTS COMPANY PRICE TAB

ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE
1	HFRS-2	5000	GAL	NO BID
2	HFRS-2P	150000	GAL	NO BID
3	CRS-2	5000	GAL	2.643
4	CRS-2P	5000	GAL	3.043
5	CHFRS-2	15000	GAL	NO BID
6	CHFRS-2P	550000	GAL	3.043
7	SS-1	60000	GAL	NO BID
8	CSS-1H	10000	GAL	2.643
9	AEP	60000	GAL	NO BID
ADDING:	TR FOG		GAL	2.848

PLANT ADDRESS:	1505 Custer Road		
	Brownwood, TX 76801		
Delivery can be made in 24 hours (1 day).			
Delivered loads are based on full transports. (PER BID)			

23IFB20 ASPHALT EMULSIONS - WRIGHT ASPHALT PRODUCTS COMPANY PRICE TAB

ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE
1	HFRS-2	5000	GAL	NO BID
2	HFRS-2P	150000	GAL	NO BID
3	CRS-2	5000	GAL	2.643
4	CRS-2P	5000	GAL	3.043
5	CHFRS-2	15000	GAL	NO BID
6	CHFRS-2P	550000	GAL	3.043
7	SS-1	60000	GAL	NO BID
8	CSS-1H	10000	GAL	2.643
9	AEP	60000	GAL	NO BID
ADDING:	TR FOG		GAL	2.848

PLANT ADDRESS:	1505 Custer Road		
	Brownwood, TX 76801		
Delivery can be made in 24 hours (1 day).			
Delivered loads are based on full transports. (PER BID)			

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2024-1240858

Date Filed:
11/19/2024

Date Acknowledged:

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

Wright Asphalt Products Company LLC
Houston, TX United States

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

Williamson County

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

23IFB20
Asphalt/Emulsion

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION



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

Executed in Harris County, State of Texas, on the 19 day of Nov, 2024.
(month) (year)

Bridgette Martinez
Signature of authorized agent of contracting business entity (Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

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

**OFFICE USE ONLY
CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Wright Asphalt Products Company LLC
Houston, TX United States

Certificate Number:
2024-1240858

Date Filed:
11/19/2024

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

Date Acknowledged:
11/19/2024

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.
23IFB20
Asphalt/Emulsion

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

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

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

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

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

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session

49.

Meeting Date: 11/26/2024

Approval for 2nd and FINAL Renewal of Contract 23IFB20 - Ergon Asphalt & Emulsions, Inc. for Road and Bridge Department

Submitted By: Cheryl Johnson, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the extension of contract #23IFB20 Asphalt Emulsions, renewal period #2 (FINAL), for the same price, terms, and conditions as the existing contract, with Ergon Asphalt & Emulsions, Inc., for the 12-month term of February 13, 2025, to February 12, 2026, and authorizing execution of the renewal agreements.

Background

This is the second FINAL extension for contract #23IFB20 with Ergon Asphalt & Emulsions, Inc. for Asphalt Emulsions for the Road and Bridge Department. The Department has confirmed that the vendor met all the County requirements for this contract and requested a second renewal. The funding source is Funding source(s): 01.0200.0210.003550 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
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Attachments

Renewal#2, Final
1295 form

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	11/20/2024 10:01 PM
County Judge Exec Asst.	Becky Pruitt	11/21/2024 08:47 AM
Form Started By: Cheryl Johnson		Started On: 11/19/2024 03:31 PM
Final Approval Date: 11/21/2024		



Summary Agreement for Renewal of Williamson County Contract

Contract Number:	23IFB20	Department:	Road and Bridge/County Engineer
Vendor Name:	Ergon Asphalt & Emulsions, Inc.		
Purpose/Intended Use of Product or Service (summary):			
RENEWAL #2 for Asphalt Emulsions			
Type of Contract:	IFB	Start Date:	February 13, 2025
Purchasing Contact:	Cheryl Johnson	End Date:	February 12, 2026
Department Contact:	Kelly Murphy		
<ul style="list-style-type: none"> Williamson County wishes to extend this bid/proposal for the same pricing, terms, and conditions as the existing contract. PLEASE INCLUDE THE FOLLOWING: <ul style="list-style-type: none"> COMPLETED 1295 FORM; AND RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL. 			
Renewal Option Period 2 --February 13, 2025-February 12, 2026 Renewal Option Period 1 --February 13, 2024-February 12, 2025 Initial Contract Period --February 13, 2023-February 12, 2024			
BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET FORTH AS STATED ABOVE			
Vendor	<u>ERGON ASPHALT & EMULSIONS, INC.</u>		Williamson County, 710 Main St., Georgetown, TX 78626
Name	<u>KAREN SELLERS</u>		Bill Gravell, Jr
Title	<u>ACCOUNT SPECIALIST</u>		Williamson County Judge
Signature	<u>Karen Sellers</u>		Signature _____
Date	<u>NOVEMBER 19, 2024</u>		Date _____

23IFB20 ASPHALT EMULSIONS - ERGON ASPHALT AND EMULSIONS PRICE TAB

ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE
1	HFRS-2	5,000	GAL	2.58
2	HFRS-2P	150,000	GAL	2.78
3	CRS-2	5,000	GAL	2.58
4	CRS-2P	5,000	GAL	2.78
5	CHFRS-2	15,000	GAL	No Bid
6	CHFRS-2P	550,000	GAL	2.78
7	SS-1	60,000	GAL	2.58
8	CSS-1H	10,000	GAL	2.58
9	AEP	60,000	GAL	3.48

FY' 25 23IFB20 ASPHALT EMULSIONS - ERGON ASPHALT AND EMULSIONS PRICE TAB

ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE
1	HFRS-2	5,000	GAL	2.58
2	HFRS-2P	150,000	GAL	2.78
3	CRS-2	5,000	GAL	2.58
4	CRS-2P	5,000	GAL	2.78
5	CHFRS-2	15,000	GAL	No Bid
6	CHFRS-2P	550,000	GAL	2.78
7	SS-1	60,000	GAL	2.58
8	CSS-1H	10,000	GAL	2.58
9	AEP	60,000	GAL	3.48

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Ergon Asphalt & Emulsions, Inc.
 Austin, TX United States

Certificate Number:
 2024-1240604

Date Filed:
 11/19/2024

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

Date Acknowledged:

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.
 23IFB20
 RENEWAL #2 for Asphalt Emulsions

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION



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

Executed in TRAVIS County, State of TEXAS, on the 19th day of NOVEMBER 2024.
(month) (year)

Karen Sellers
 Signature of authorized agent of contracting business entity
 (Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

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

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Ergon Asphalt & Emulsions, Inc.
 Austin, TX United States

Certificate Number:
 2024-1240604

Date Filed:
 11/19/2024

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

Date Acknowledged:
 11/20/2024

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.
 23IFB20
 RENEWAL #2 for Asphalt Emulsions

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

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

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

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

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

 Signature of authorized agent of contracting business entity
 (Declarant)

Commissioners Court - Regular Session

50.

Meeting Date: 11/26/2024

CR 460 THC 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 460 project, a 2023 Road Bond project in Commissioner Precinct 4. Project: P679

Background

The permit requests the approval of an intensive archaeological pedestrian survey with subsurface testing and a reconnaissance-level historic resources survey to supplement the Antiquities Code of Texas (ACT) for due diligence purposes, required by the Texas Historical Commission (THC) on the CR 460 (future Coupland High School Turn Lanes) project. No investigations will take place until a permit is received from the Texas Historical Commission. Portions of this attached application were redacted prior to placing it 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

CR460-THC-AntiquitiesPermitApp

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Marie Walters

Final Approval Date: 11/21/2024

Reviewed By

Becky Pruitt

Date

11/21/2024 02:43 PM

Started On: 11/20/2024 08:35 PM

TEXAS HISTORICAL COMMISSION

ANTIQUITIES PERMIT APPLICATION FORM
ARCHEOLOGY

GENERAL INFORMATION

I. PROPERTY TYPE AND LOCATION

Project Name (and/or Site Trinomial) CR 460 Improvement Project
County (ies) Williamson
USGS Quadrangle Name and Number Coupland, TX (3097-133) and Structure (3097-134)
UTM Coordinates Zone 14 E 655901.14 N 3370880.22
Location Coupland, TX
Federal Involvement Yes No
Name of Federal Agency N/A
Agency Representative N/A

II. OWNER (OR CONTROLLING AGENCY)

Owner I 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

Owner II _____
Representative _____
Address _____
City/State/Zip _____
Telephone (include area code) _____ Email Address _____

III. PROJECT SPONSOR (IF DIFFERENT FROM OWNER)

Sponsor Williamson County (see above)
Representative _____
Address _____
City/State/Zip _____
Telephone (include area code) _____ Email Address _____

PROJECT INFORMATION

I. PRINCIPAL INVESTIGATOR (ARCHEOLOGIST)

Name Analise Hollingshead
Affiliation SWCA Environmental Consultants
Address 4407 Monterey Oaks Blvd Building 1, Suite 110
City/State/Zip Austin, Texas 78749
Telephone (include area code) 512-476-0891 Email Address: analise.hollingshead@swca.com

(OVER)

ANTIQUITIES PERMIT APPLICATION FORM (CONTINUED)

II. PROJECT DESCRIPTION

Proposed Starting Date of Fieldwork December 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, Bill Gravell, 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, Bill Gravell, as legal representative of the Sponsor, Williamson County, do certify that I have review the plans and research design, and that no investigations will be performed prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Sponsor, Owner, and Principal Investigator are responsible for completing the terms of this permit.

Signature _____ Date _____

VI. INVESTIGATOR’S CERTIFICATION

I, Analise Hollingshead, as Principal Investigator employed by SWCA Environmental Consultants (Investigative Firm), do certify that I will execute this project according to the submitted plans and research design, and will not conduct any work prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Principal Investigator (and the Investigative Firm), as well as the Owner and Sponsor, are responsible for completing the terms of this permit.

Signature  Date 11.15.2024

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 _____



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 15, 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 460 Improvement Project, Williamson County, Texas /
SWCA Project No. 87699-011**

Dear Rebecca Shelton:

This letter is a request for a Texas Antiquities Permit to conduct cultural resources investigations for the County Road (CR) 460 Improvement Project in Williamson County, Texas (project). The project consists of improvements to approximately 0.5 mile (0.7 kilometer) of roadway within 5.3 acres in Coupland, Texas, in Williamson County. As the proposed project is being undertaken by Williamson County, 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 contact me at (281) 733-9791 or analise.hollingshead@swca.com.

Sincerely,

A handwritten signature in black ink, appearing to read 'Analise Hollingshead'. The signature is fluid and cursive, written over a light gray background.

Analise Hollingshead, M.S.
Principal Investigator

PROPOSED SCOPE OF WORK FOR CULTURAL RESOURCES INVESTIGATIONS FOR THE COUNTY ROAD (CR) 460 IMPROVEMENT PROJECT, WILLIAMSON COUNTY, TEXAS

Project Landowner and Sponsor – Williamson County
Project Consultant – SWCA Environmental Consultants
Principal Investigator – Analise Hollingshead, M.S.
Architectural Historian – Mitch Ford, M.S.
Date – November 15, 2024

INTRODUCTION

On behalf of Williamson County, SWCA Environmental Consultants (SWCA) proposes to conduct an intensive archaeological survey and a reconnaissance-level historic resources survey in support of the 0.5-mile (0.7-kilometer [km]) -long County Road (CR) 460 Improvement Project (project), near Coupland, in Williamson County, Texas (Figure 1). The project area includes 3.0 acres (1.2 hectares [ha]) of existing right-of-way (ROW) and 2.3 acres (0.9 ha) of proposed ROW, for a total project area of 5.3 acres (2.1 ha) (Figure 2).

As the project ROW for the proposed project would be owned and maintained by Williamson County, a subdivision of the state, the project will be subject to review under the Antiquities Code of Texas (ACT), and the archaeological field investigation will require a Texas Antiquities Permit. In addition, the project intersects three parcels owned by Coupland ISD, which also necessitates compliance with the ACT (see Figure 2). At this time, there is no federal nexus for the project; therefore, Section 106 of the National Historic Preservation Act (54 United States Code 306108) and its implementing regulations (36 Code of Federal Regulations [CFR] 800) are not applicable to these investigations.

SWCA proposes to conduct an intensive archaeological pedestrian survey with subsurface testing of the entire 5.3-acre (2.1-ha) project area (see Figure 2). The goal of the work will be to identify any previously recorded prehistoric and historic-age archaeological sites in the project area; locate any previously undiscovered archaeological sites; establish vertical and horizontal site boundaries, as appropriate with regard to the project area; and evaluate the significance and eligibility of any site recorded 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 the ACT.

SWCA also proposes to complete a reconnaissance-level historic resources survey to supplement the ACT for due diligence purposes. The historic resources survey will document and evaluate all historic-age resources built in or before 1980 (45 years prior to the let-date of 2025) within intersecting parcels 150 to 300 feet (46–91.4 m) on either side of the proposed project area (i.e., historic resources survey area (see Figure 2). Historic-age resources within the project area will be documented and evaluated for NRHP and SAL eligibility.

Project Description

The project area appears on the *Coupland* (3097-133), and *Structure* (3097-134), *Texas*, U.S. Geological Survey (USGS) 7.5-minute topographic quadrangle maps. The project area is 0.5 mile (0.8 km) long along CR 460, beginning approximately 0.2 mile (0.3 km) south of Farm-to-Market Road (FM) 1466, located east of the city of Coupland, Texas.

Proposed Scope of Work for Cultural Resources Investigations for the CR 460 Improvement Project, Williamson County, Texas

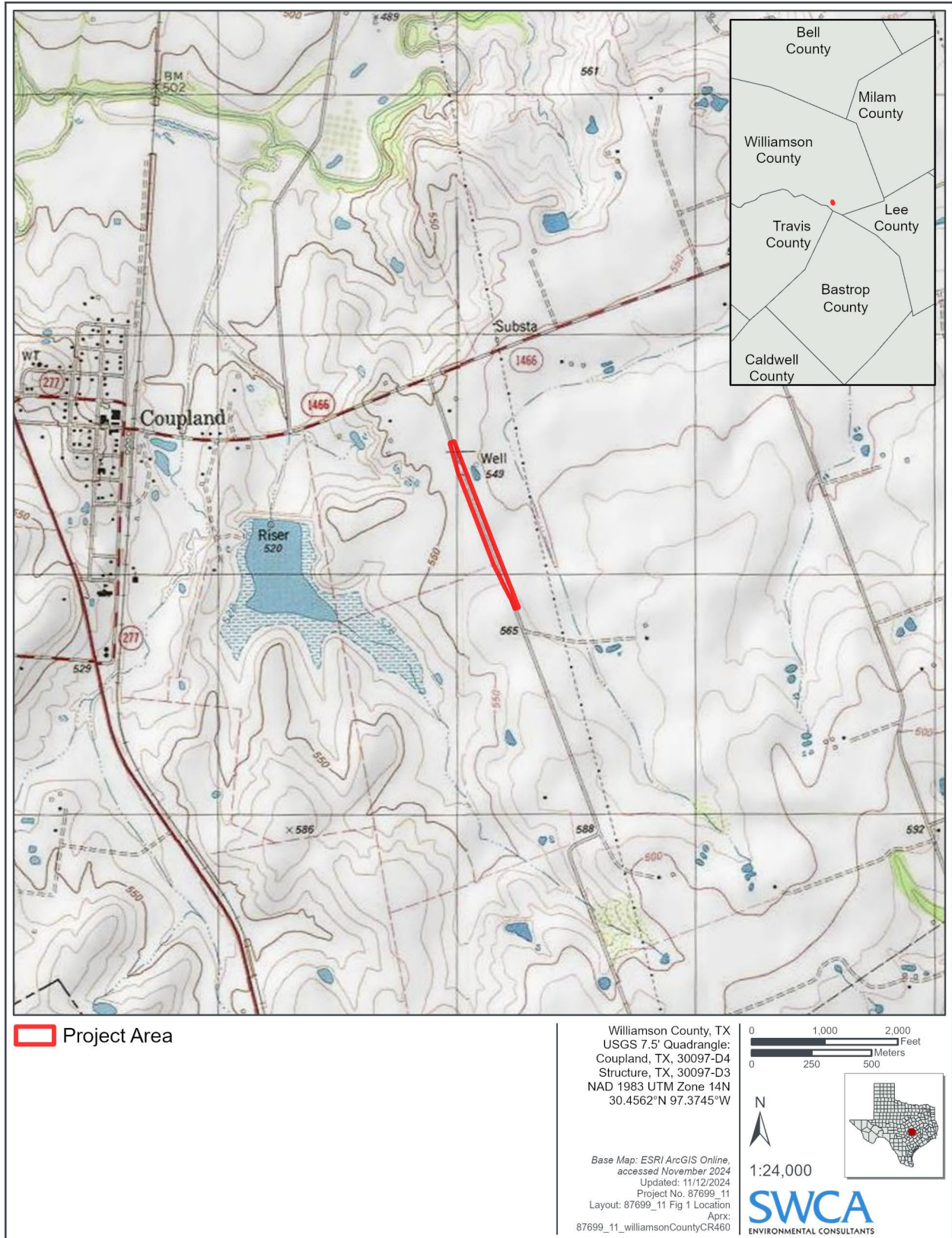


Figure 1. Project location.

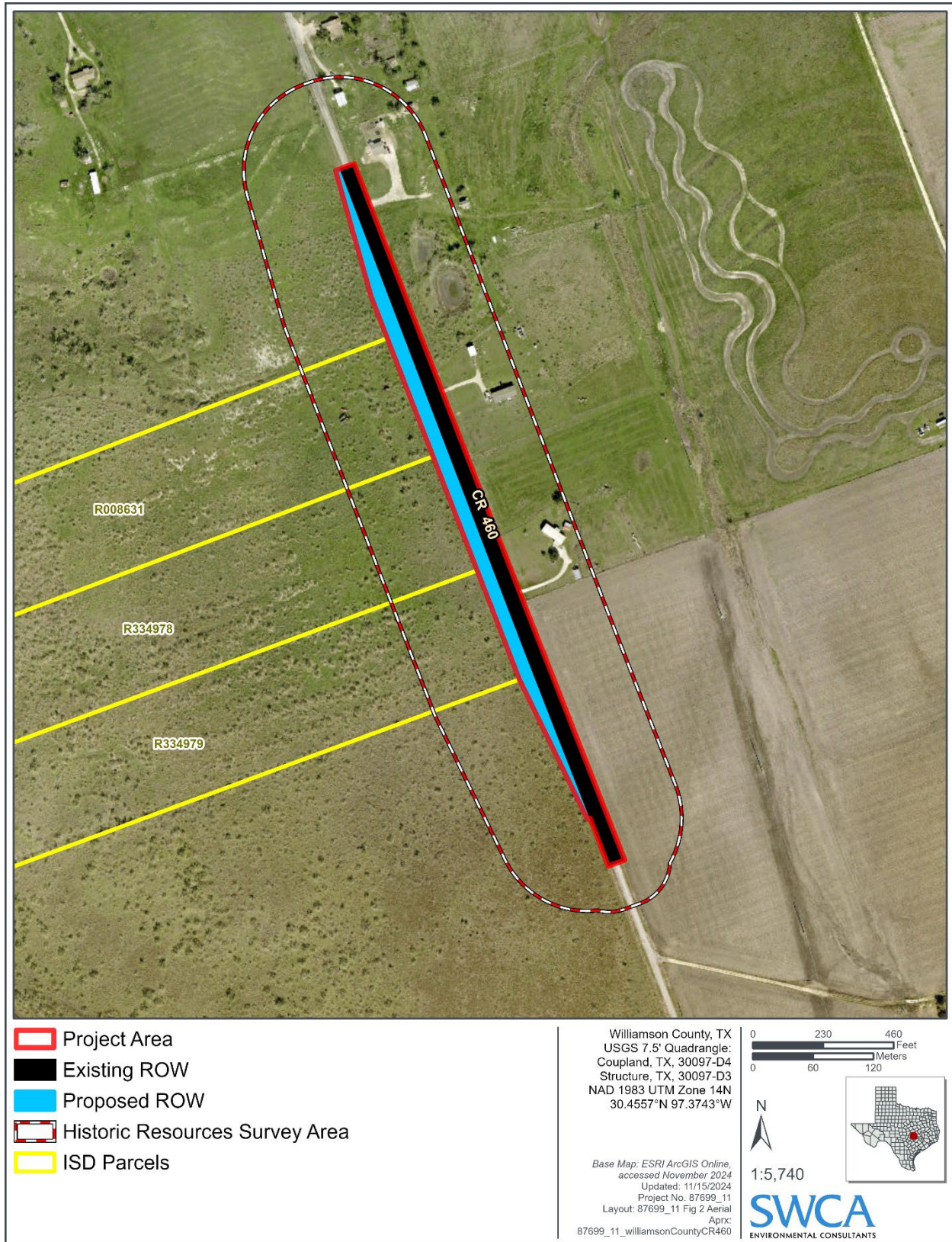


Figure 2. Project area overview.

This project aims to improve the existing county road from a 20-foot (6-meter [m])-wide, two-lane asphalt roadway with no shoulders, to a single travel lane in each direction, with a continuous 14-foot (4-m) center turn lane, and a right turn lane at the two driveway locations into the ISD properties. The project area will include and, in some areas, extend up to approximately 45 feet (14 m) beyond the existing right-of-way (ROW), which is generally 55 feet (17 m) wide, resulting in a project area totaling 5.3 acres (2.1 ha) (see Figure 2).

PROJECT SETTING

The project area crosses the Northern Blackland Prairie subregion within the Texas Blackland Prairie ecoregion (Griffith et al. 2007). The physiography of the area is generally described as light to moderately dissected, irregular plains with low to moderate gradient streams containing silty, clayey, and sandy substrates. Historically, the landscape of these rolling to nearly level plains consisted of tallgrass prairie vegetation predominantly shaped by frequent fires and bison grazing (Griffith et al. 2007:61).

Geology

The underlying geology of the project area consists of Pleistocene-age high gravel deposits (3.2 acres [1.3 ha]) and Gulfian-age Austin Chalk (2.1 acres [0.8 ha]) (Figure 3) (Barnes 1974; USGS 2024a). The Pleistocene-age high gravel deposits, encompassing 60.4% of the northern portion of the project area, are composed of an upper silty clay layer and a lower coarse layer yielding some water. The Austin Chalk formation, located primarily in the southern portion of the project area (39.6%), consists of recrystallized, fossiliferous, interbedded chalks and marls.

Soils

According to the Natural Resources Conservation Service (NRCS) (2024), two soil series are mapped within the project area: Burleson (BuB) and Houston Black (HoA and HoB) clays (see Figure 3). The Houston Black soil series consists of very deep, moderately well drained, very slowly permeable soils formed in clayey residuum derived from Cretaceous-age mudstone (NRCS 2024). These soils occur on interfluvial and side slopes of upland ridges on dissected plains. The Houston Black series covers approximately 4.5 acres (1.8 ha) of the project area, or 84.6%. The Burleson soil series is moderately well drained, nearly level to gently sloping (0 to 5%) soils consisting of very deep to clayey alluvium occurring on terraces of Pleistocene terraces (NRCS 2024). The Burleson series covers approximately 0.8 acre (0.3 ha) of the project area, or 15.4%. The soils and geologic data together suggest the project area has a low to moderate potential to contain buried cultural materials.

BACKGROUND REVIEW

An SWCA archaeologist researched the Texas Archeological Sites Atlas (Atlas), a restricted, online database maintained by the Texas Historical Commission (THC) and the Texas Archeological Research Laboratory, for any previously recorded surveys and historic-age or prehistoric archaeological sites located in the project area or within 0.6 mile (1.0 km) (i.e., study area) (THC 2024a) (Figure 4). 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; therefore, the Atlas does not necessarily list all previous work

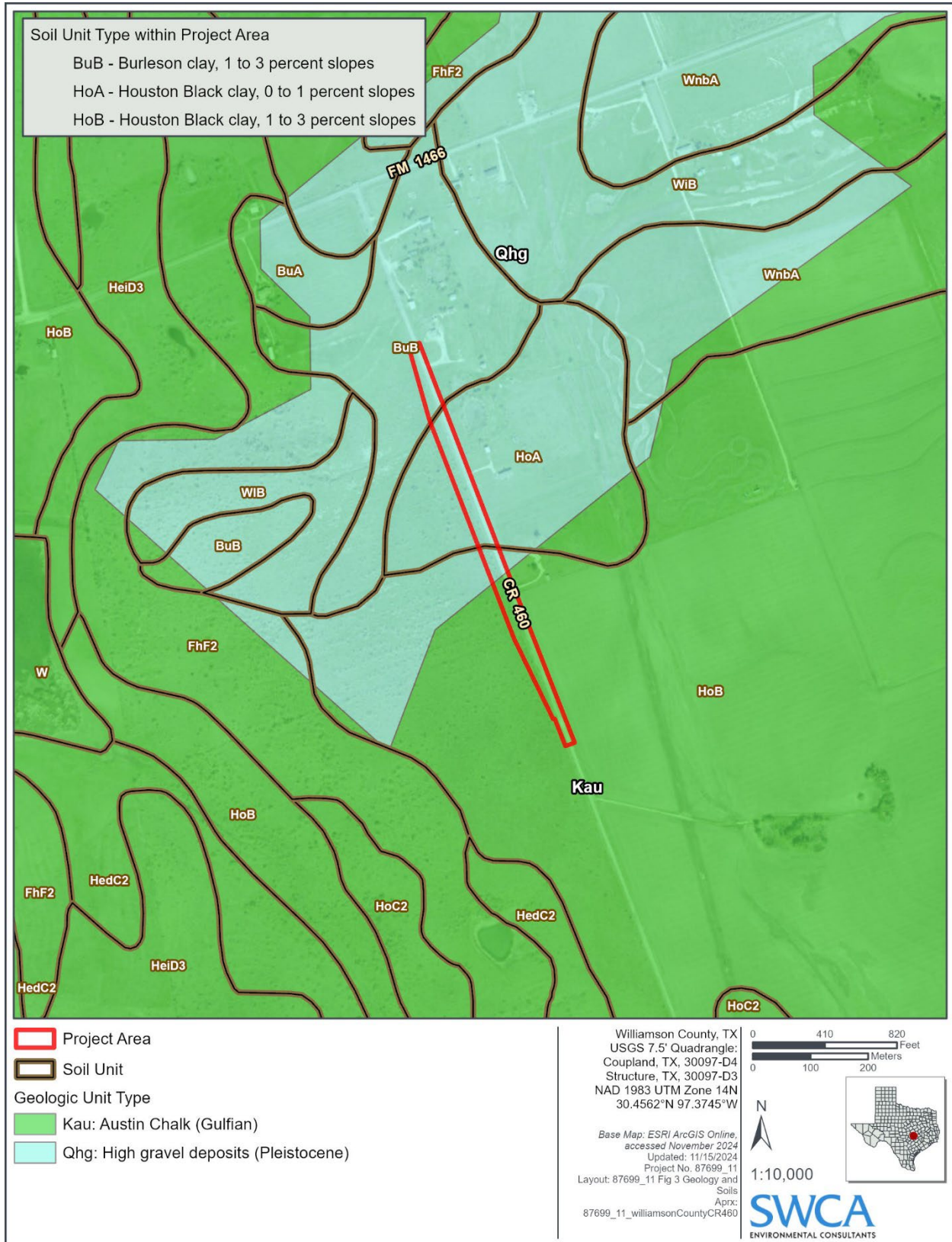


Figure 3. Geology and soils in the project area.

conducted within a specific area. However, SWCA made a concerted effort to obtain reports for all previous cultural resources work conducted in the project area.

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 Documentation Form* (TxDOT 2024; Wilson and Smith 2018). SWCA also reviewed the study and project areas for Family Land Heritage (FLH) Centennial Farms identified by the Texas Department of Agriculture (TDA), as well as cemetery locations on Find a Grave's (2024) online database, and relevant locations in the Texas Freedom Colonies Project (TDA 2024; 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 resources such as potential historical features and/or potential historical structures (PHSs) are located within the study project and areas.

The background review identified one previously conducted archaeological survey and one historic trail segment (i.e., the El Camino Real De Los Tejas) within the study area (see Figure 4). One FLH Centennial Farm (i.e., the Pfluger Farm) is within the study area but is outside the project area (TDA 2024). No NHLs, NRHP-listed or -eligible districts or properties, SALs, RTHLs, OTHMs, cemeteries, freedom colonies, or local neighborhood surveyed resources are in the study area (Texas Freedom Colonies Project 2024; THC 2024; TxDOT 2024). Based on historical map analysis, 22 PHSs are within the study area (see Figure 4) (THC 2024a). None of these PHSs nor the historic trail are within or intersect the project area; however, one PHS is located adjacent to (within 300 feet [91.4 m] of) the project area.

Previous Cultural Resources Surveys

The background review identified one previously conducted cultural resources survey within the study area (see Figure 4) (THC 2024a). The NRCS conducted this archaeological survey in 2014 for the Upper Brushy Creek 32 Dam Project. No cultural resources were documented, and limited information is available for this survey on the Atlas.

El Camino Real De Los Tejas National Historic Trail

El Camino Real de Los Tejas National Historic Trail, also known as El Camino Real or the Old San Antonio Road, is a network of trails that extends approximately 500 miles (804.7 km), starting from the Rio Grande in Texas and ending in Louisiana (Texas State Historical Association [TSHA] 2017). Under Spanish control, the trail served as a major transportation route through Texas (TSHA 2017). It was used to transport freight supplies, by the military, and for trade. Although portions of the trail fell out of use, parts of the route are still in use as State Highway 21 and associated county roads (TSHA 2017). An approximately 1.2-mile (1.9-km) segment of the trail traverses the northern portion of the study area but does not intersect the project area (see Figure 4).

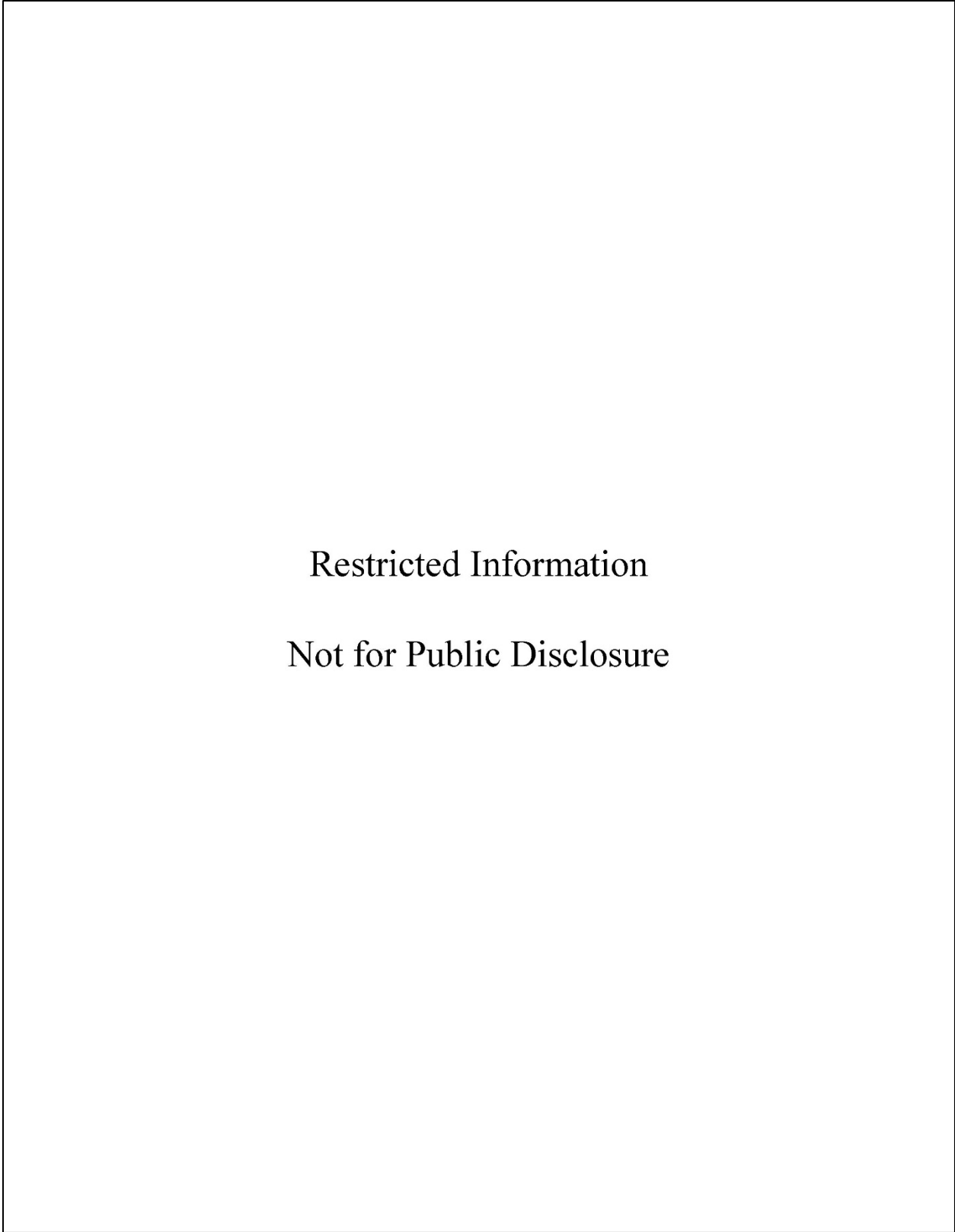


Figure 4. Cultural resources background review results map.

Centennial Farm

One FLH Centennial Farm (i.e., Pfluger Farm) is located in the study area but not within the project area. The farm is 0.3 mile (0.5 km) east of Coupland along the southside of FM 1466 (see Figure 4) (TDA 2024). In 1899, William and Franziska (née Sternberg) Pfluger purchased 800 acres (323.8 ha) for a farmstead and ranch near the town of Coupland. Between 1899 and 1907, the couple donated land to the railroad company (to the west) and Saint Peter’s Church. In 1907, William and Franziska’s son, Christian Pfluger, inherited the property and began to grow cotton, corn, and milo on the land. The farm continues to be owned by their descendants. The farm was added to TDA’s FLH program in 1989 (TDA 2024).

Historical Map Review

A total of 22 PHSs were identified within the study area. None of the PHSs are within the project area; however, one PHS is adjacent to (within 300 feet [91.4 m] of) the project area (see Figure 4). In addition, two historic-age agricultural complexes (i.e., one historic-age domestic work zone complex, and one historic-age agricultural work zone and their corresponding agricultural fields) are on Williamson Central Appraisal District (CAD) parcels that intersect the historic resources survey area (Figure 5) (Moore et al. 2013). All resources are depicted on reviewed historical maps and aerial imagery dating from 1950 to 1982 (see Figure 4) (Foster et al. 2006; NETR 2024; USGS 2024b).

PROPOSED SCOPE OF WORK

Intensive Archaeological Survey

Once an Antiquities Permit has been obtained, SWCA will conduct an archaeological field survey of the 0.5-mile (0.7-km) -long, approximately 100-foot (30.5-m) -wide project area, which includes 55 feet (17 m) of existing ROW and, in some areas, approximately 45 feet (14 m) of proposed new ROW beyond the existing ROW. The total acreage of the project area is 5.3 acres (2.1 ha). The field survey will be performed by a team of two SWCA archaeologists walking the proposed project area. SWCA archaeologists will survey a 100-foot-wide (30.5-m) transect along the project area, 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 area. Subsurface explorations will be accomplished through shovel testing. The placement and quantity of these excavations will depend on the level of disturbance within the proposed project boundary and the nature of the soils, geology, and topography.

Shovel tests will be approximately 12 inches (30 centimeters [cm]) in diameter and excavated in arbitrary 8-inch (20-cm) levels to 31 inches (80 cm) below surface unless the bottom of Holocene deposits in depositional areas, subsoil in upland areas, or bedrock are encountered which preclude reaching that depth. The matrix will be screened through ¼-inch mesh. The location of each shovel test will be plotted using a submeter accurate GPS receiver, and each test will be recorded on appropriate project field forms. Shovel tests will be excavated according to CTA standards (2020) promulgated by the THC. For linear projects, standards require a minimum of 16 shovel tests per linear mile of approximately 100-foot-wide (30.5-m) 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 eight (8) 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.

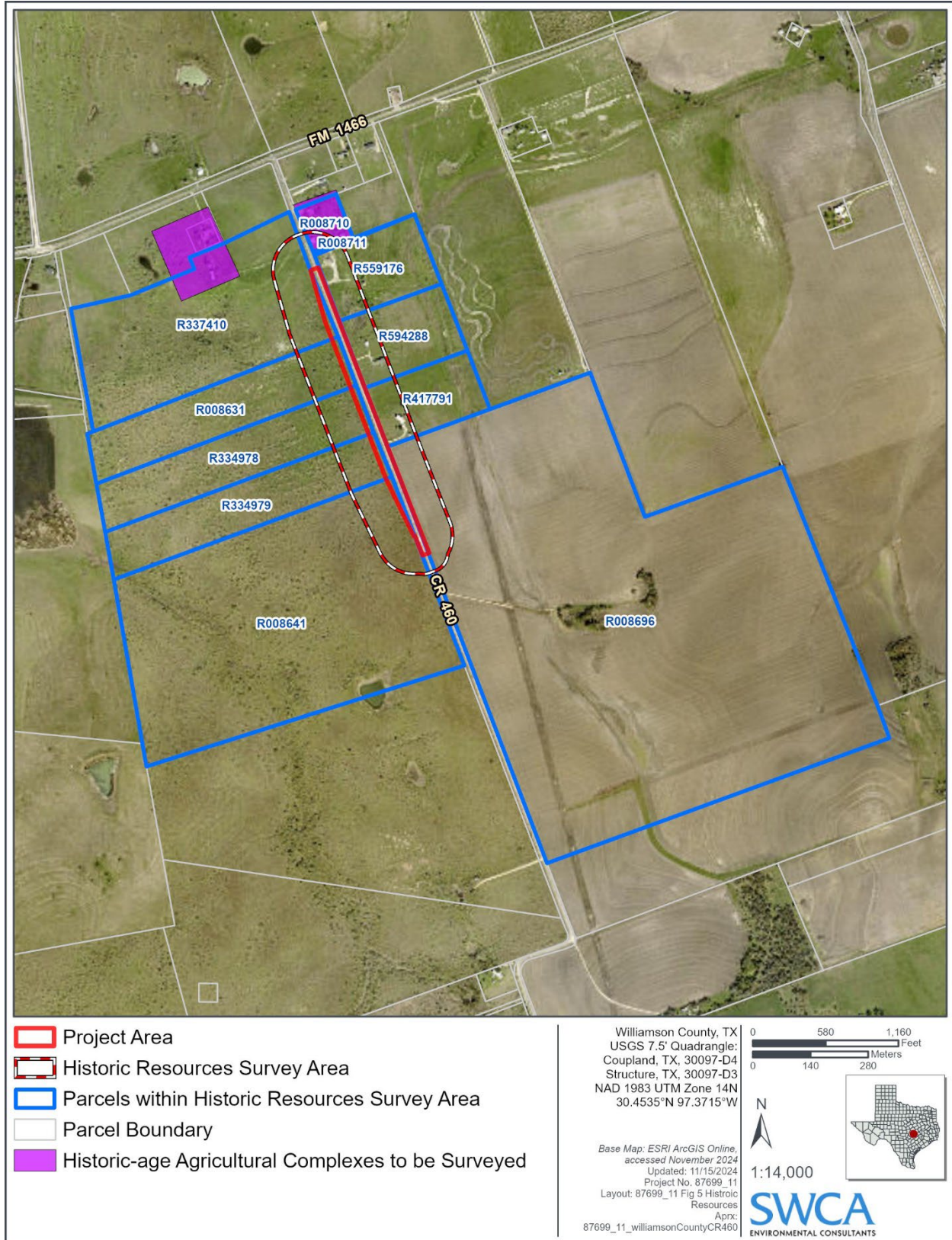


Figure 5. Historic-age agricultural complexes in the historic resources survey area.

Potential Deep Testing Area Review

Hollingshead reviewed the project area to determine if deep mechanical investigations (i.e., backhoe trenching) are warranted and, if so, to what extent. The soils, geology, and lack of significant terrace development along the adjacent first-order creek in the project area precludes the likelihood of intact, deeply buried cultural deposits; therefore, deep testing investigations are not warranted within the project area, as currently defined. 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 deep testing is determined to be necessary, an ACT permit amendment detailing this proposed methodology will 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 identified 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 historic resources survey area will be photographed and documented. A review of historical aerial maps will be conducted, and a preliminary assessment of the structures will be conducted by a Secretary of the Interior-qualified architectural historian to determine their potential significance and age. The analysis will follow National Park Service (NPS) guidelines (Little et al. 2000; NPS 1983).

All identified cultural resources will be delineated and recorded following CTA standards (2020) promulgated by the THC. Upon encountering an archaeological site in the proposed project area, 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.
- A single undatable feature with associated artifacts.

If an archaeological site is identified 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 archaeological site criteria will be considered Isolated Occurrences. As such, occurrences will be recorded noting the type and quantity of materials, as well as the size and shape of any features, architectural/construction details, possible function, and any potential relationship to nearby cultural materials. Additionally, guidelines set forth by the THC's Guidance for Studying Late 19th-Century and Early 20th-Century Sites (THC 2024b) will be followed for any historic-age sites documented within the project area.

SWCA proposes a non-collection survey. Artifacts will be tabulated, analyzed, and documented in the field but not collected. Temporally diagnostic artifacts will be described in detail and photographed in the field. This policy will reduce curation costs once the fieldwork is concluded; however, as per the stipulations of the Antiquities Permit, all paperwork and photographs generated during the field investigation must be curated at an approved repository.

The following procedures will be initiated in the event unanticipated human remains are discovered. Should human remains be encountered during construction, work in the immediate area will cease, and the archaeological survey crew and Principal Investigator will evaluate the finding(s) and provide recommendations for how to manage the resource under Texas Health and Safety Code and Chapter 49 of the Texas Code of Criminal Procedure. Upon discovery of human remains by the Principal Investigator, the appropriate law enforcement officials, Williamson County representative, and the THC will be notified immediately. In all cases, the location will be immediately secured with all work to cease within the project area and a buffer zone of at least a 100-foot (30.5-m) radius from the discovery. Any human remains will be carefully covered with muslin fabric, geotextile and lightweight plastic sheeting, and reburied under a shallow blanket of soil to prevent unnecessary exposure. Care will be taken to prevent any disturbance of the potential human remains during removal of vehicles and equipment. Until appropriate consultation has occurred, the discovery shall remain protected from any disturbance, such that no human remains, or associated artifacts are touched, moved, or collected. Until consultation is complete, and a removal strategy is defined, the human remains will remain in place (in the ground), protected from natural forces, vandalism, and looting. Construction in the area of discovery may resume only upon approval and/or clearance by Williamson County and the THC (and law enforcement, if applicable).

Historic Resources Survey

SWCA will complete a reconnaissance-level, due diligence historic resources survey of all historic-age (built in 1979 or earlier) resources within the project area and the historic resources survey area (see Figure 5). Historic-age resources include any districts, buildings, structures, objects, and sites identified in the project area and/or the historic resources survey area.

The project area is the proposed project footprint, measuring 5.3 acres (2.1 ha) in extent. The historic resources survey area will be 150 feet (45.7 m) on either side of the CR 460 alignment, and 300 feet (91.4 m) on either side of the proposed ROW. Williamson CAD parcels that intersect the historic resources survey area will also be surveyed for historic resources.

Resource Documentation

An SWCA architectural historian who meets the Secretary of the Interior Professional Qualifications (36 CFR Part 61) will complete survey documentation according to NPS and THC documentation standards. The architectural historian will document historic-age resources on intersecting parcels within the project area and historic resources survey area (see Figure 5). Nonhistoric-age resources on historic-age resource parcels will be documented with the primary historic-age resource. Resource documentation will adhere to the following parameters:

- Agricultural complexes will be documented according to the *Agricultural Theme Study of Central Texas*, in that they will include extant domestic and agricultural work zones.
- Surveyed parcels will follow 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.
- Manufactured homes will not be documented, but mobile home parks will be documented as a single historic-age resource.
- Resources will be numbered from north to south. For parcels with multiple resources, the primary historic-age resource will be numbered '1A' and subordinate and/or nonhistoric-age resources will be numbered subsequently (i.e., 1B, 1C, etc.).

Approximately two survey locations with historic-age resources have been identified on Williamson CAD parcels that intersect the historic resources survey area. SWCA anticipates the historic-age resources within these parcels to have associations with agricultural, domestic, and landscape uses.

Reporting and Curation

SWCA will prepare a draft report of the investigation detailing the results of the archaeological and historic resources surveys. The report will conform to THC and CTA reporting standards (2024b). The report will document the general nature of the project area, 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 (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 (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 project area 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.

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Commissioners Court - Regular Session

51.

Meeting Date: 11/26/2024

CR 460 Govt Transfer CAR

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 460 Project, a 2023 Road Bond Project in Commissioner Pct. 4. Project: P679.

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
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Attachments

CR460-GovntTransferLtr

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Marie Walters

Final Approval Date: 11/21/2024

Reviewed By

Becky Pruitt

Date

11/21/2024 02:44 PM

Started On: 11/20/2024 08:42 PM

**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 460

Project No. SWCA No. 87699-011

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

Authorized Agent of Sponsor (type or print)

Williamson Co. Judge

Title/Position

Date

Address:

710 Main Street, Suite 101

Georgetown, TX 78626



Signature - Authorized Agent of Sub. Arch.

Analise Hollingshead

Authorized Agent of Sub. Arch. (type or print)

Principal Investigator

Title/Position

11/15/2024

Date

Address:

4407 Monterey Oaks Blvd.

Bldg. 1, Suite 110

Austin, Tx 78749

Commissioners Court - Regular Session

52.

Meeting Date: 11/26/2024

24IFB14 CR 332 - Change Order #2 (Balancing)

Submitted By: Julissa Vasquez, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 2 in the amount of (\$113,248.33) for Project 24IFB14 CR 332 (Chasco Constructors) P: 366 Funding Source: Road Bond.

Background

This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans. This Change Order also adds an item to install the proposed water line around existing utilities. Please see attached Change Order for additional details.

This Change Order results in a net decrease of \$113,248.33 to the Contract amount, for an adjusted Contract total of \$2,449,271.67 The original Contract amount was \$2,545,345.00. As a result of this and all Change Orders to-date, \$96,073.33 has been deducted from the Contract, resulting in a 3.77% net decrease in the Contract cost. No additional days will be added to the Contract as a result of this Change Order.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

24IFB14-CR332-CO#2

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Julissa Vasquez

Final Approval Date: 11/21/2024

Reviewed By

Becky Pruitt

Date

11/21/2024 11:40 AM

Started On: 11/14/2024 06:49 AM

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 2

Contract Award Date:	12/12/2023
Project Number:	24IFB14
Funding Source:	P366
Roadway:	CR 332
CSJ Number:	N/A

Contractor: Chasco Constructors NTP Required: Yes No

Project Name: CR 332

Change Order Work Limits: Sta. 30+00 to Sta. 51+50

Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)

Reasons: 2E (3 Max. - In order of importance - Primary first)

Describe the work being revised:

2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order provides the final balancing for the overruns/underruns of Contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans.


Work to be performed in accordance with Items: See Attached

New or revised plan sheet(s) are attached and numbered: N/A

New Special Provisions/Specifications to the contract are attached: Yes No

New Special Provisions to Item N/A No. N/A. Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

<p><i>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.</i></p> <p>THE CONTRACTOR Date 11/7/2024</p> <p>By </p> <p>Typed/Printed Name Scott Ambrus</p> <p>Typed/Printed Title Project Manager</p>	<p>The following information must be provided</p> <p>Time Ext. #: N/A Days added on this CO: 0</p> <p>Amount added by this change order: (\$113,248.33)</p> <hr/> <p>Original Contract Amount: \$2,545,345.00</p> <p>Total Change Orders To-Date: (\$96,073.33)</p> <p>Percent Change in Original Contract: -3.77%</p>
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RECOMMENDED FOR EXECUTION:

 11/7/2024
Senior Construction Engineer Date

 11/14/2024
Program Manager Date

N/A
3rd Party Signature Date

RECOMMENDED FOR EXECUTION:

 11/14/2024
Department of Infrastructure Date
Williamson County

APPROVED:

Presiding Officer of the Date
Williamson County Commissioners Court

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 2

Project # 24IFB14

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items:

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		OVERRUN/ UNDERRUN
				QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	
0247-6044	FL BS (CMP IN PLC)(TY A GR 4)(FNAL POS)	CY	\$64.00	3,274.00	\$209,536.00	(10.39)	3,263.61	\$208,871.04	(\$664.96)
0260-6002	LIME (HYDRATED LIME (SLURRY))	TON	\$335.00	212.00	\$71,020.00	(56.75)	155.25	\$52,008.75	(\$19,011.25)
0260-6027	LIME TRT (EXST MATL)(8")	SY	\$4.25	11,758.00	\$49,971.50	(2,939.50)	8,818.50	\$37,478.63	(\$12,492.87)
0310-6001	PRIME COAT (MULTI OPTION)	GAL	\$5.25	1,970.00	\$10,342.50	(795.00)	1,175.00	\$6,168.75	(\$4,173.75)
0316-6413	ASPH(AC-15P, HFRS-2P OR CRS-2P)	GAL	\$6.50	3,026.00	\$19,669.00	(258.00)	2,768.00	\$17,992.00	(\$1,677.00)
0316-6467	AGGR(TY-D GR-5 SAC-B)	CY	\$270.00	63.00	\$17,010.00	29.00	92.00	\$24,840.00	\$7,830.00
0354-6021	PLANE ASPH CONC PAV(0" TO 2")	SY	\$34.00	224.00	\$7,616.00	(74.00)	150.00	\$5,100.00	(\$2,516.00)
0460-6003	CMP (GAL STL 24 IN)	LF	\$191.00	60.00	\$11,460.00	(30.00)	30.00	\$5,730.00	(\$5,730.00)
0464-6005	RC PIPE (CL III)(24 IN)	LF	\$104.00	212.00	\$22,048.00	72.00	284.00	\$29,536.00	\$7,488.00
0467-6391	SET (TY II) (24 IN) (RCP) (4: 1) (P)	EA	\$3,570.00	4.00	\$14,280.00	4.00	8.00	\$28,560.00	\$14,280.00
0502-WC01	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	\$3,100.00	8.00	\$24,800.00	(2.00)	6.00	\$18,600.00	(\$6,200.00)
0506-6002	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	\$23.00	80.00	\$1,840.00	(40.00)	40.00	\$920.00	(\$920.00)
0506-6011	ROCK FILTER DAMS (REMOVE)	LF	\$3.00	80.00	\$240.00	(40.00)	40.00	\$120.00	(\$120.00)
0506-6020	CONSTRUCTION EXITS (INSTALL) (TY 1)	SY	\$12.00	133.00	\$1,596.00	(133.00)	0.00	\$0.00	(\$1,596.00)
0506-6024	CONSTRUCTION EXITS (REMOVE)	SY	\$2.00	133.00	\$266.00	(133.00)	0.00	\$0.00	(\$266.00)
0506-6041	BIODEG EROSN CONT LOGS (INSTL) (12")	LF	\$6.00	2,230.00	\$13,380.00	(130.00)	2,100.00	\$12,600.00	(\$780.00)
0506-6043	BIODEG EROSN CONT LOGS (REMOVE)	LF	\$1.00	2,230.00	\$2,230.00	(130.00)	2,100.00	\$2,100.00	(\$130.00)
0530-6005	DRIVEWAYS (ACP)	SY	\$74.00	618.00	\$45,732.00	121.10	739.10	\$54,693.40	\$8,961.40
0552-6003	WIRE FENCE (TY C)	LF	\$13.00	2,450.00	\$31,850.00	(2,450.00)	0.00	\$0.00	(\$31,850.00)
0552-6005	GATE (TY 1)	EA	\$1,400.00	3.00	\$4,200.00	(3.00)	0.00	\$0.00	(\$4,200.00)
TOTALS					\$559,087.00			\$505,318.57	(\$53,768.43)

Williamson County Road Bond Program

CR 332

Williamson County Project No. 24IFB14

Change Order No. 2

Reason for Change

This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans. This Change Order also adds an item to install the proposed water line around existing utilities.

Following is a summary of new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
RR-510-23	12" WATER LINE RELOCATION	1	EA

This Change Order results in a net decrease of \$113,248.33 to the Contract amount, for an adjusted Contract total of \$2,449,271.67 The original Contract amount was \$2,545,345.00. As a result of this and all Change Orders to-date, \$96,073.33 has been deducted from the Contract, resulting in a 3.77% net decrease in the Contract cost. No additional days will be added to the Contract as a result of this Change Order.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

Change Order Worksheet

Contract Name	CR 332	Solicitation #	24IFB14	
Date awarded	12/12/2023			
Awarded Contract Amount		\$2,545,345.00		
			Percentage Change	
Change order #1		\$17,175.00	0.67%	
Change order #2		(\$113,248.33)	-4.45%	
Total changes to date		<hr/> (\$96,073.33)	<hr/> -3.77%	(Running totals here)
Adjusted contract amount		\$2,449,271.67		

CHANGE ORDER REASON(S) CODE CHART

<p>1. Design Error or Omission</p>	<p>1A. Incorrect PS&E 1B. Other</p>
<p>2. Differing Site Conditions (unforeseeable)</p>	<p>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</p>
<p>3. County Convenience</p>	<p>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</p>
<p>4. Third Party Accommodation</p>	<p>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</p>
<p>5. Contractor Convenience</p>	<p>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</p>
<p>6. Untimely ROW/Utilities</p>	<p>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</p>

PROJECT: CR 332 Realignment- Change Order #2

BIDDER: Chasco Constructors

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein.

BID ITEM	TECH SPEC ¹	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
3	RR-510-16	12" Waterline Delflection Around Existing Powerpole	1	EA	\$ 7,235.00	\$ 7,235.00

TOTAL AMOUNT OF BID

\$7,235.00

Dollars and Cents

\$ 

NOTE: THE COURT MAY EITHER REJECT ALL BIDS OR AWARD A CONTRACT TO THE LOWEST AND BEST BID.

- Material to reroute around the guy anchors- \$2,710.00
- L&E- \$2,878.00
- Thrust Blocks- \$600.00
- Poly wrap, misc.- \$100.00
- Markup- \$947.00

Commissioners Court - Regular Session

53.

Meeting Date: 11/26/2024

24IFB57 Ronald Reagan Blvd. Widening - Change Order #2 (Encasement)

Submitted By: Julissa Vasquez, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 2 in the amount of \$29,362.00 for Project 24IFB57 Ronald Reagan Blvd. Widening (Chasco Constructors) P: 336 Funding Source: Road Bond.

Background

This Change Order adds an item for encasement pipe needed to house the water line underneath Reagan Boulevard. This was called out in the plans but not included in the Bid Form. This added cost has been discussed with the City of Georgetown, and they have agreed to participate per the ILA percentage (40.3%). Please see attached Change Order for additional details.

This Change Order results in a net increase of \$29,362.00 to the Contract amount, for an adjusted Contract total of \$52,334,089.00. The original Contract amount was \$52,159,299.00. As a result of this and all Change Orders to-date, \$174,790.00 has been added to the Contract, resulting in a 0.34% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

24IFB57 RR Blvd Widening-CO#2

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Julissa Vasquez

Final Approval Date: 11/21/2024

Reviewed By

Becky Pruitt

Date

11/21/2024 11:46 AM

Started On: 11/14/2024 06:55 AM

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 2

Contract Award Date:	7/16/2024
Project Number:	24IFB57
Funding Source:	P336
Roadway:	Ronald Reagan Boulevard
CSJ Number:	N/A

Contractor: Chasco Constructors NTP Required: Yes No

Project Name: Ronald Reagan Boulevard Widening

Change Order Work Limits: Sta. 2405+37.55 to Sta. 2680+84.48

Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)

Reasons: 1A (3 Max. - In order of importance - Primary first)

Describe the work being revised:

1A. Incorrect PS&E. This Change Order adds an item for encasement pipe to house the water line underneath a crossing of Ronald Reagan Blvd. that is called out in the plans but not included in the bid tabs.


Work to be performed in accordance with Items: See attached.

New or revised plan sheet(s) are attached and numbered: N/A

New Special Provisions/Specifications to the contract are attached: Yes No

New Special Provisions to Item N/A No. N/A. Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

<p><i>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.</i></p> <p>THE CONTRACTOR Date 11/07/2024</p> <p>By </p> <p>Typed/Printed Name Scott Ambrus</p> <p>Typed/Printed Title Project Manager</p>	<p>The following information must be provided</p> <p>Time Ext. #: N/A Days added on this CO: 0</p> <p>Amount added by this change order: \$29,362.00</p> <hr/> <p>Original Contract Amount: \$52,159,299.00</p> <p>Total Change Orders To-Date: \$174,790.00</p> <p>Percent Change in Original Contract: 0.34%</p>
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RECOMMENDED FOR EXECUTION:

Signature of Senior Construction Engineer, Date 11/7/2024

RECOMMENDED FOR EXECUTION:

Signature of Department of Infrastructure, Williamson County, Date 11/14/2024

Signature of Christen Eschberger, Program Manager, Date 11/14/2024

APPROVED:

N/A 3rd Party Signature Date

Presiding Officer of the Williamson County Commissioners Court Date

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 2

Project # 24IFB57

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE		HOURLY RATE

TABLE B: Contract Items:

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		OVERRUN/ UNDERRUN
				QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	
W4.05-24"	ENCASEMENT PIPE, 24" DIA., STEEL	LF	\$277.00	0.00	\$0.00	106.00	106.00	\$29,362.00	\$29,362.00
TOTALS					\$0.00			\$29,362.00	\$29,362.00

Williamson County Road Bond Program

**Ronald Reagan Boulevard Widening
Williamson County Project No. 24IFB57**

Change Order No. 2

Reason for Change

This Change Order adds an item for encasement pipe needed to house the water line underneath Reagan Boulevard. This was called out in the plans but not included in the Bid Form.

Following is a summary of new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
W4.05-24"	Encasement Pipe, 24" Dia., Steel	106	LF

This Change Order results in a net increase of \$29,362.00 to the Contract amount, for an adjusted Contract total of \$52,334,089.00. The original Contract amount was \$52,159,299.00. As a result of this and all Change Orders to-date, \$174,790.00 has been added to the Contract, resulting in a 0.34% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

Change Order Worksheet

Contract Name	Ronald Reagan Blvd. Widening	Solicitation #	24IFB57	
Date awarded	7/16/2024			
Awarded Contract Amount		\$52,159,299.00		
			Percentage Change	
	Change Order #1	\$145,428.00	0.28%	
	Change Order #2	\$29,362.00	0.06%	
	Total changes to date	<hr/>	<hr/>	
		\$174,790.00	0.34%	(Running totals here)
	Adjusted contract amount	\$52,334,089.00		

CHANGE ORDER REASON(S) CODE CHART

<p>1. Design Error or Omission</p>	<p>1A. Incorrect PS&E 1B. Other</p>
<p>2. Differing Site Conditions (unforeseeable)</p>	<p>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</p>
<p>3. County Convenience</p>	<p>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</p>
<p>4. Third Party Accommodation</p>	<p>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</p>
<p>5. Contractor Convenience</p>	<p>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</p>
<p>6. Untimely ROW/Utilities</p>	<p>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</p>



P.O. Box 1057
Round Rock, TX 78680
(512) 244-0600
Fax (512) 244-6085

24080 - RONALD REAGAN BLVD WIDENING
CHANGE PROPOSAL 003
IFC - GEORGETOWN WATER LINE RELOCATIONS

8/15/2024

BID ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
(W4.05-24")	Encasement Pipe, 24" Dia., Steel	106	LF	\$277.00	\$ 29,362.00

TOTAL PROPOSAL					\$ 29,362.00
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Commissioners Court - Regular Session

54.

Meeting Date: 11/26/2024

T3346 Southeast Loop Segment 1 Phase 1 - Change Order #7 (Balancing)

Submitted By: Julissa Vasquez, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 7 in the amount of \$551,162.41 for Project T3346 Southeast Loop Segment 1 Phase 1 (James Construction Group) P: 463 Funding Source: Road Bond.

Background

This Change Order provides the final balancing for the overruns/underruns of Contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans. This Change Order includes additional items to the Contract for work related to completing the drainage system under Dana Drive and placing a temporary hot mix asphalt surface at the same location. Please see attached Change Order for additional details.

This Change Order also settles the overhead claim dispute between the Contractor and Williamson County, including an additional two-hundred and sixteen days to the Contract due to utility conflicts.

This Change Order results in a net increase of \$551,162.41 to the Contract amount, for an adjusted Contract total of \$12,711,328.14. The original Contract amount was \$11,526,789.09. As a result of this and all Change Orders to-date, \$1,184,539.05 has been added to the Contract, resulting in a 10.28% net increase in the overall Contract cost. As a result of this Change Order, two-hundred and sixteen (216) days will be added to the Contract.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

T3346-SELoopSeg1Ph1-CO#7

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Julissa Vasquez

Final Approval Date: 11/21/2024

Reviewed By

Becky Pruitt

Date

11/21/2024 11:59 AM

Started On: 11/14/2024 08:50 AM

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 7

Contractor: James Construction Group NTP Required: Yes No

Project Name: SE Loop Segment 1 Phase 1

Change Order Work Limits: Sta. 1129+00 to Sta. 1197+30.48

Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)

Reasons: 2E, 3A (3 Max. - In order of importance - Primary first)

Table with contract details: Contract Award Date: 4/27/2021, Project Number: T3346, Funding Source: P463, Roadway: East Wilco Hwy, CSJ Number: N/A

Describe the work being revised:

2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order provides the final balancing for the overruns/underruns of contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans. 3A. Dispute resolution (not resulting from error in plans or differing site conditions). This Change Order also settles the overhead claim dispute between the Contractor and Williamson County.

Work to be performed in accordance with Items: See attached

New or revised plan sheet(s) are attached and numbered: N/A

New Special Provisions/Specifications to the contract are attached: Yes No

New Special Provisions to Item N/A No. N/A. Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

Table with contractor signature and financial details: THE CONTRACTOR, Date 11-14-24, Amount added by this change order: \$551,162.41, Original Contract Amount: \$11,526,789.09, Total Change Orders To-Date: \$1,184,539.05, Percent Change in Original Contract: 10.28%

RECOMMENDED FOR EXECUTION: Senior Construction Engineer, Date 11/14/2024

RECOMMENDED FOR EXECUTION: Department of Infrastructure, Williamson County, Date 11/21/2024

Christen Eichberger, Program Manager, Date 11/21/2024

APPROVED: Presiding Officer of the Williamson County Commissioners Court, Date

N/A, 3rd Party Signature, Date

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 7

Project # T3346

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items:

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		OVERRUN/ UNDERRUN
				QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	
104-6022	REMOVING CONC (CURB AND GUTTER)	LF	\$2.23	491.00	\$1,094.93	(52.00)	439.00	\$978.97	(\$115.96)
105-6088	REMOVING STAB BASE AND ASPH PAV(0"-5")	SY	\$4.33	0.00	\$0.00	480.50	480.50	\$2,080.57	\$2,080.57
160-WC02	FURNISHING AND PLACING TOPSOIL (4")	SY	\$0.31	49,932.00	\$15,478.92	14,155.25	64,087.25	\$19,867.05	\$4,388.13
161-WC001	EROSION CONTROL COMPOST (3")	SY	\$2.36	11,007.00	\$25,976.52	(11,007.00)	0.00	\$0.00	(\$25,976.52)
162-WC103	MULCH TOPDRESSING (5")	SY	\$5.28	11,007.00	\$58,116.96	(11,007.00)	0.00	\$0.00	(\$58,116.96)
164-WC04	SEEDING FOR EROSION CONTROL (TEMP)(COOL)(TY 4)	SY	\$0.15	22,148.00	\$3,322.20	(903.47)	21,244.53	\$3,186.68	(\$135.52)
164-WC11	SEEDING FOR EROSION CONTROL (TEMP & PERM)(COOL)(TY 11)	SY	\$0.13	66,438.00	\$8,636.94	(6,867.78)	59,570.22	\$7,744.13	(\$892.81)
166-6002	FERTILIZER	TON	\$1,106.05	6.80	\$7,521.14	(1.69)	5.11	\$5,651.92	(\$1,869.22)
168-WC01	VEGETATIVE WATERING	MG	\$27.00	1,772.30	\$47,852.10	(1,287.30)	485.00	\$13,095.00	(\$34,757.10)
169-6001	SOIL RETENTION BLANKETS (CL 1) (TY A)	SY	\$1.25	13,031.00	\$16,288.75	19,638.36	32,669.36	\$40,836.70	\$24,547.95
169-6005	SOIL RETENTION BLANKETS (CL 2) (TY E)	SY	\$1.45	20,552.00	\$29,800.40	(2,666.78)	17,885.22	\$25,933.57	(\$3,866.83)
247-6044	FL BS (CMP IN PLC)(TY A GR 4)(FNAL POS)	CY	\$35.83	12,367.00	\$443,109.61	(1,106.09)	11,260.91	\$403,478.41	(\$39,631.20)
260-6011	LIME TRT (EXST MATL) (12")	SY	\$3.05	36,654.00	\$111,794.70	(4,461.00)	32,193.00	\$98,188.65	(\$13,606.05)
260-6043	LIME (HYD, COM OR QK)(SLURRY)	TON	\$140.67	973.00	\$136,871.91	(199.26)	773.74	\$108,842.01	(\$28,029.90)
310-6001	PRIME COAT (MULTI OPTION)	GAL	\$3.20	6,910.00	\$22,112.00	(2,710.00)	4,200.00	\$13,440.00	(\$8,672.00)
316-6002	AGGR (MULTI OPTION)	CY	\$105.00	288.00	\$30,240.00	(35.00)	253.00	\$26,565.00	(\$3,675.00)
316-6413	ASPH(AC-15P, HFRS-2P OR CRS-2P)	GAL	\$2.90	11,672.00	\$33,848.80	(2,364.00)	9,308.00	\$26,993.20	(\$6,855.60)
351-6002	FLEXIBLE PAVEMENT STRUCTURE REPAIR (6")	SY	\$45.95	389.00	\$17,874.55	205.77	594.77	\$27,329.68	\$9,455.13
354-6022	PLANE ASPH CONC PAV (0" TO 3")	SY	\$4.14	435.00	\$1,800.90	(101.67)	333.33	\$1,379.99	(\$420.91)
400-6005	CEM STABIL BKFL	CY	\$106.72	514.00	\$54,854.08	(250.00)	264.00	\$28,174.08	(\$26,680.00)
TOTALS					\$1,066,595.41			\$853,765.61	(\$212,829.80)

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 7

Project # T3346

TABLE B: Contract Items (Continued)

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		OVERRUN/ UNDERRUN
				QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	
401-6001	FLOWABLE BACKFILL	CY	\$122.71	33.00	\$4,049.43	3.00	36.00	\$4,417.56	\$368.13
402-6001	TRENCH EXCAVATION PROTECTION	LF	\$0.36	3,114.00	\$1,121.04	(12.00)	3,102.00	\$1,116.72	(\$4.32)
432-6001	RIPRAP (CONC)(4 IN)	CY	\$859.48	1.00	\$859.48	(1.00)	0.00	\$0.00	(\$859.48)
432-6002	RIPRAP (CONC)(5 IN)	CY	\$353.76	296.00	\$104,712.96	(45.00)	251.00	\$88,793.76	(\$15,919.20)
432-6022	RIPRAP (STONE COMMON)(DRY)(6 IN)	CY	\$136.96	85.00	\$11,641.60	189.00	274.00	\$37,527.04	\$25,885.44
432-6024	RIPRAP (STONE COMMON)(DRY)(12 IN)	CY	\$135.94	228.00	\$30,994.32	546.55	774.55	\$105,292.33	\$74,298.01
464-6003	RC PIPE (CL III)(18 IN)	LF	\$47.23	3,337.00	\$157,606.51	(51.00)	3,286.00	\$155,197.78	(\$2,408.73)
481-6013	PIPE (PVC)(SCH 40)(6 IN)	LF	\$48.22	27.00	\$1,301.94	6.00	33.00	\$1,591.26	\$289.32
496-6002	REMOV STR (INLET)	EA	\$546.76	2.00	\$1,093.52	2.00	4.00	\$2,187.04	\$1,093.52
496-6007	REMOV STR (PIPE)	LF	\$21.71	155.00	\$3,365.05	289.00	444.00	\$9,639.24	\$6,274.19
502-6001	BARRICADES, SIGNS, AND TRAFFIC HANDLING	MO	\$2,825.79	18.00	\$50,864.22	9.00	27.00	\$76,296.33	\$25,432.11
506-6002	ROCK FILTER DAMS (INSTALL)(TY 2)	LF	\$30.27	500.00	\$15,135.00	(348.00)	152.00	\$4,601.04	(\$10,533.96)
506-6003	ROCK FILTER DAMS (INSTALL)(TY 3)	LF	\$91.12	140.00	\$12,756.80	(140.00)	0.00	\$0.00	(\$12,756.80)
506-6011	ROCK FILTER DAMS (REMOVE)	LF	\$14.19	640.00	\$9,081.60	(488.00)	152.00	\$2,156.88	(\$6,924.72)
506-6020	CONSTRUCTION EXITS (INSTALL)(TY 1)	SY	\$28.14	175.00	\$4,924.50	230.00	405.00	\$11,396.70	\$6,472.20
506-6024	CONSTRUCTION EXITS (REMOVE)	SY	\$6.62	175.00	\$1,158.50	230.00	405.00	\$2,681.10	\$1,522.60
506-6038	TEMPORARY SEDIMENT CONTROL FENCE (INSTALL)	LF	\$2.12	13,272.00	\$28,136.64	(258.00)	13,014.00	\$27,589.68	(\$546.96)
506-6039	TEMPORARY SEDIMENT CONTROL FENCE (REMOVE)	LF	\$0.46	13,272.00	\$6,105.12	(258.00)	13,014.00	\$5,986.44	(\$118.68)
506-6041	BIODEG EROSN CONT LOGS (INSTL)(12")	LF	\$5.18	732.00	\$3,791.76	28.00	760.00	\$3,936.80	\$145.04
506-6043	BIODEG EROSN CONT LOGS (REMOVE)	LF	\$1.07	732.00	\$783.24	28.00	760.00	\$813.20	\$29.96
508-6001	CONSTRUCTING DETOURS	SY	\$36.99	2,459.00	\$90,958.41	(1,603.00)	856.00	\$31,663.44	(\$59,294.97)
529-6038	CONC CURB (RIBBON)	LF	\$19.22	516.00	\$9,917.52	(302.00)	214.00	\$4,113.08	(\$5,804.44)
530-6005	DRIVEWAYS (ACP)	SY	\$75.60	588.00	\$44,452.80	(588.00)	0.00	\$0.00	(\$44,452.80)
531-6002	CONC SIDEWALKS (5")	SY	\$42.54	6,320.50	\$268,874.07	(17.50)	6,303.00	\$268,129.62	(\$744.45)
531-6010	CURB RAMPS (TY 7)	EA	\$1,730.84	4.00	\$6,923.36	(1.00)	3.00	\$5,192.52	(\$1,730.84)
540-6001	MTL W-BEAM GD FEN (TIM POST)	LF	\$24.15	500.00	\$12,075.00	(137.50)	362.50	\$8,754.38	(\$3,320.62)
540-6016	DOWNSTREAM ANCHOR TERMINAL SECTION	EA	\$1,045.00	2.00	\$2,090.00	(2.00)	0.00	\$0.00	(\$2,090.00)
644-6058	IN SM RD SN SUP&AM TYTWT (1) UB (P)	EA	\$600.00	1.00	\$600.00	(1.00)	0.00	\$0.00	(\$600.00)
644-6060	IN SM RD SN SUP&AM TYTWT (1) WS (P)	EA	\$350.00	3.00	\$1,050.00	6.00	9.00	\$3,150.00	\$2,100.00
644-6061	IN SM RD SN SUP&AM TYTWT (1) WS (T)	EA	\$450.00	9.00	\$4,050.00	(4.00)	5.00	\$2,250.00	(\$1,800.00)
644-6066	IN SM RD SN SUP&AM (RAIL MOUNT)	EA	\$3,500.00	1.00	\$3,500.00	(1.00)	0.00	\$0.00	(\$3,500.00)
658-6002	INSTL DEL ASSM (D-SW) SZ 1 (FLX) GND (BI)	EA	\$20.00	37.00	\$740.00	(12.00)	25.00	\$500.00	(\$240.00)
The "Totals" from Table B of the previous work sheet:						\$1,066,595.41		\$853,765.61	(\$212,829.80)
TOTALS						\$1,961,309.80		\$1,718,739.55	(\$242,570.25)

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 7

Project # T3346

TABLE B: Contract Items (Continued)

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		OVERRUN/ UNDERRUN
				QUANTITY	ITEM COST		QUANTITY	ITEM COST	
658-6013	INSTL DEL ASSM (D-SW) SZ (BRF) CTB	EA	\$20.00	11.00	\$220.00	(1.00)	10.00	\$200.00	(\$20.00)
658-6016	INSTL DEL ASSM (D-SW) SZ (BRF) GF1 (BI)	EA	\$15.00	36.00	\$540.00	(13.00)	23.00	\$345.00	(\$195.00)
658-6047	INSTL OM ASSM (OM-2Y)(WC) GND	EA	\$60.00	7.00	\$420.00	(2.00)	5.00	\$300.00	(\$120.00)
662-6004	WK ZN PAV MRK NON-REMOV (W) 4" (SLD)	LF	\$0.40	4,743.00	\$1,897.20	(324.00)	4,419.00	\$1,767.60	(\$129.60)
662-6012	WK ZN PAV MRK NON-REMOV (W) 8" (SLD)	LF	\$1.00	358.00	\$358.00	21.00	379.00	\$379.00	\$21.00
662-6016	WK ZN PAV MRK NON-REMOV (W) 24" (SLD)	LF	\$8.25	31.00	\$255.75	(31.00)	0.00	\$0.00	(\$255.75)
662-6034	WK ZN PAV MRK NON-REMOV (Y) 4" (SLD)	LF	\$0.40	6,902.00	\$2,760.80	(502.00)	6,400.00	\$2,560.00	(\$200.80)
662-6050	WK ZN PAV MRK REMOV (REFL) TY II-A-A	EA	\$5.00	216.00	\$1,080.00	11.00	227.00	\$1,135.00	\$55.00
666-6036	REFL PAV MRK TY I (W) 8" (SLD)(100MIL)	LF	\$0.90	541.00	\$486.90	(47.00)	494.00	\$444.60	(\$42.30)
666-6048	REFL PAV MRK TY I (W) 24" (SLD)(100MIL)	LF	\$5.50	52.00	\$286.00	36.00	88.00	\$484.00	\$198.00
666-6141	REFL PAV MRK TY I (Y) 12" (SLD)(100MIL)	LF	\$3.50	297.00	\$1,039.50	(30.00)	267.00	\$934.50	(\$105.00)
666-6170	REFL PAV MRK TY II (W)4"(SLD)	LF	\$0.11	16,227.00	\$1,784.97	(604.00)	15,623.00	\$1,718.53	(\$66.44)
666-6178	REFL PAV MRK TY II (W)8"(SLD)	LF	\$0.30	541.00	\$162.30	(53.00)	488.00	\$146.40	(\$15.90)
666-6182	REFL PAV MRK TY II (W)24"(SLD)	LF	\$1.50	52.00	\$78.00	12.00	64.00	\$96.00	\$18.00
666-6184	REFL PAV MRK TY II (W)(ARROW)	EA	\$40.00	13.00	\$520.00	(12.00)	1.00	\$40.00	(\$480.00)
666-6205	REFL PAV MRK TY II (Y)4"(BRK)	LF	\$0.13	3,120.00	\$405.60	100.00	3,220.00	\$418.60	\$13.00
666-6207	REFL PAV MRK TY II (Y)4"(SLD)	LF	\$0.11	16,351.00	\$1,798.61	1,124.00	17,475.00	\$1,922.25	\$123.64
666-6212	REFL PAV MRK TY II (Y)12"(SLD)	LF	\$1.10	195.00	\$214.50	40.00	235.00	\$258.50	\$44.00
666-6217	REFL PAV MRK TY II (Y)(MED NOSE)	EA	\$45.00	2.00	\$90.00	(1.00)	1.00	\$45.00	(\$45.00)
666-6303	RE PM W/RET REQ TY I (W) 4" (SLD)(100MIL)	LF	\$0.35	16,227.00	\$5,679.45	(602.00)	15,625.00	\$5,468.75	(\$210.70)
666-6312	RE PM W/RET REQ TY I (Y) 4" (BRK)(100MIL)	LF	\$0.39	3,120.00	\$1,216.80	60.00	3,180.00	\$1,240.20	\$23.40
666-6315	RE PM W/RET REQ TY I (Y) 4" (SLD)(100MIL)	LF	\$0.35	16,351.00	\$5,722.85	1,062.00	17,413.00	\$6,094.55	\$371.70
672-6007	REFL PAV MRKR TY I-C	EA	\$4.00	25.00	\$100.00	1.00	26.00	\$104.00	\$4.00
672-6009	REFL PAV MRKR TY II-A-A	EA	\$3.00	517.00	\$1,551.00	43.00	560.00	\$1,680.00	\$129.00
677-6001	ELIM EXT PAV MRK & MRKS (4")	LF	\$0.50	8,465.00	\$4,232.50	(1,903.00)	6,562.00	\$3,281.00	(\$951.50)
677-6007	ELIM EXT PAV MRK & MRKS (24")	LF	\$3.00	0.00	\$0.00	60.00	60.00	\$180.00	\$180.00
678-6001	PAV SURF PREP FOR MRK (4")	LF	\$0.25	4,286.00	\$1,071.50	(4,286.00)	0.00	\$0.00	(\$1,071.50)
678-6009	PAV SURF PREP FOR MRK (ARROW)	EA	\$30.00	2.00	\$60.00	(2.00)	0.00	\$0.00	(\$60.00)
730-6107	FULL - WIDTH MOWING	CYC	\$2,348.68	1.00	\$2,348.68	2.90	3.90	\$9,159.85	\$6,811.17
3076-6001	D-GR HMA TY-B PG64-22	TON	\$72.00	6,897.00	\$496,584.00	(505.85)	6,391.15	\$460,162.80	(\$36,421.20)
3076-6038	D-GR HMA TY-D PG64-22 (LEVEL-UP)	TON	\$120.00	57.00	\$6,840.00	4.80	61.80	\$7,416.00	\$576.00
3076-6042	D-GR HMA TY-D SAC-B PG70-22	TON	\$90.00	4,064.00	\$365,760.00	(419.55)	3,644.45	\$328,000.50	(\$37,759.50)
3076-6066	TACK COAT	GAL	\$2.50	2,428.00	\$6,070.00	(53.00)	2,375.00	\$5,937.50	(\$132.50)
5001-6002	GEOGRID BASE REINFORCEMENT (TY II)	SY	\$1.78	31,136.00	\$55,422.08	1,140.16	32,276.16	\$57,451.56	\$2,029.48
6185-6002	TMA (STATIONARY)	DAY	\$333.50	136.00	\$45,356.00	(134.00)	2.00	\$667.00	(\$44,689.00)
6185-6005	TMA (MOBILE OPERATION)	DAY	\$731.66	4.00	\$2,926.64	4.00	8.00	\$5,853.28	\$2,926.64
999-WC01	FORCE ACCOUNT	DOL	\$1.00	25,000.00	\$25,000.00	(25,000.00)	0.00	\$0.00	(\$25,000.00)
3076-WC01	FORCE ACCOUNT - ESTIMATED PLACEMENT AND PRODUCTION BONUS/PENALTY (TY B)	DOL	\$1.00	51,700.00	\$51,700.00	(33,639.33)	18,060.67	\$18,060.67	(\$33,639.33)
3076-WC02	FORCE ACCOUNT - ESTIMATED PLACEMENT AND PRODUCTION BONUS/PENALTY (TY D SURFACE)	DOL	\$1.00	34,100.00	\$34,100.00	(26,963.04)	7,136.96	\$7,136.96	(\$26,963.04)
585-WC01	FORCE ACCOUNT - ESTIMATED RIDE QUALITY BONUS/PENALTY	DOL	\$1.00	35,000.00	\$35,000.00	(44,386.00)	-9,386.00	(\$9,386.00)	(\$44,386.00)
0552-WC01	WIRE FENCE	LF	\$13.36	6,300.00	\$84,168.00	623.00	6,923.00	\$92,491.28	\$8,323.28
0552-WC02	WIRE FENCE GATE	EA	\$2,148.78	4.00	\$8,595.12	3.00	7.00	\$15,041.46	\$6,446.34
0552-WC03	WIRE FENCING - WATER GAP	EA	\$5,778.46	1.00	\$5,778.46	(0.17270)	0.8273	\$4,780.52	(\$997.94)
999-WC01	CLEARING FOR FENCING	DAY	\$7,840.25	5.00	\$39,201.25	(2.00)	3.00	\$23,520.75	(\$15,680.50)
999-WC02	SURVEY FOR FENCING	DAY	\$1,827.92	6.00	\$10,967.52	(2.00)	4.00	\$7,311.68	(\$3,655.84)
999-WC03	FORCE ACCOUNT (ADDITIONAL WORK TO INSTALL QUAD)	DOL	\$1.00	20,000.00	\$20,000.00	(6,832.16)	13,167.84	\$13,167.84	(\$6,832.16)
999-WC07	POTHOLING	DAY	\$3,665.33	1.00	\$3,665.33	0.6873350	1.6873350	\$6,184.64	\$2,519.31
132-WC01	EMBANKMENT (FINAL)(DENS CONT)(TY C)	CY	\$39.99	17,849.00	\$713,781.51	1,046.00	18,895.00	\$755,611.05	\$41,829.54
999-WC09	DNT DRIVEWAY - FLEX BASE REPAIR	LS	\$1,193.80	0.00	\$0.00	1.00	1.00	\$1,193.80	\$1,193.80
999-WC10	TRAFFIC CONTROL - CR 137	DAY	\$1,042.50	0.00	\$0.00	5.00	5.00	\$5,212.50	\$5,212.50
999-WC11	EXTENDED OH AND UTILITY DELAY - CLAIM	LS	\$972,000.00	0.00	\$0.00	1.00	1.00	\$972,000.00	\$972,000.00
3076-WC01	DANA DRIVE HMA TY D - 2" REPAIR	LS	\$22,810.36	0.00	\$0.00	1.00	1.00	\$22,810.36	\$22,810.36
The "Totals" from Table B of the previous work sheet:						\$1,961,309.80		\$1,718,739.55	(\$242,570.25)
TOTALS						\$4,008,606.62		\$4,559,769.03	\$551,162.41

CHANGE ORDER REASON(S) CODE CHART

<p>1. Design Error or Omission</p>	<p>1A. Incorrect PS&E 1B. Other</p>
<p>2. Differing Site Conditions (unforeseeable)</p>	<p>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</p>
<p>3. County Convenience</p>	<p>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</p>
<p>4. Third Party Accommodation</p>	<p>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</p>
<p>5. Contractor Convenience</p>	<p>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</p>
<p>6. Untimely ROW/Utilities</p>	<p>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</p>

Williamson County Road Bond Program

**Southeast Loop Phase 1 Road Improvements
Williamson County Project No. T3346**

Change Order No. 7

Reason for Change

This Change Order provides the final balancing for the overruns/underruns of Contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans. This Change Order includes additional items to the Contract for work related to completing the drainage system under Dana Drive and placing a temporary hot mix asphalt surface at the same location.

This Change Order also settles the overhead claim dispute between the Contractor and Williamson County, including an additional two-hundred and sixteen days to the Contract due to utility conflicts.

The following new items will be added by this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
999-WC09	DNT DRIVEWAY – FLEX BASE REPAIR	1	LS
999-WC10	TRAFFIC CONTROL – CR 137	5	DAY
999-WC11	EXTENDED OH AND UTILITY DELAY - CLAIM	1	LS
3076-WC01	DANA DRIVE HMA TY D – 2” REPAIR	1	LS

This Change Order results in a net increase of \$551,162.41 to the Contract amount, for an adjusted Contract total of \$12,711,328.14. The original Contract amount was \$11,526,789.09. As a result of this and all Change Orders to-date, \$1,184,539.05 has been added to the Contract, resulting in a 10.28% net increase in the overall Contract cost. As a result of this Change Order, two-hundred and sixteen (216) days will be added to the Contract.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

Change Order Worksheet

Contract Name	Southeast Loop Seg 1 Ph 1	Solicitation #	T3346
Date awarded	4/27/2021		
Awarded Contract Amount		\$11,526,789.09	
			Percentage Change
Change Order #1		\$148,710.35	1.29%
Change Order #2		\$73,007.39	0.63%
Change Order #3		\$177,807.62	1.54%
Change Order #4		\$156,231.96	1.36%
Change Order #5		\$1,093,581.24	9.49%
Change Order #6		(\$1,015,961.92)	-8.81%
Change Order #7		\$551,162.41	4.78%
Total changes to date		<u>\$1,184,539.05</u>	<u>10.28%</u>
Adjusted contract amount		\$12,711,328.14	(Running totals here)



Brian C. Chaffe
Operations Manager
James Construction Group
5880 West Hwy 190
Belton, TX, 76513

September 19, 2024

Re: East Wilco Highway Seg 1 Ph 1 [T3346] – Cost Recovery Claim Settlement

Dear Mr. Chaffe,

The Williamson County Claims Committee has finalized the review of JCG's cost recovery package presented during the July 19, 2024, meeting and updated after the resolution meeting held on July 24, 2024. After considering all the facts, the Committee agrees to pay James Construction Group the amount of \$972,000.00 as the total and final settlement for all items included in the claim. Please respond at your earliest convenience confirming your acceptance of this offer. Upon acceptance by you, this amount will be included in the final balancing Change Order for the project and included with the Final Payment.

If you have any questions or need additional information, please contact me at (512) 943-3330 or bdaigh@wilco.org.

Sincerely,

A handwritten signature in blue ink, appearing to read 'R B Daigh', is written over a light blue horizontal line.

Robert B. Daigh, P.E.
Senior Director of Infrastructure

Cc: Commissioner Russ Boles, Williamson County Precinct 4
Christen Eschberger, P.E., HNTB

WILLIAMSON COUNTY

512.943.3330 Fax 512.943.3335
bdaigh@wilco.org www.wilco.org
3151 S.E. Inner Loop, Ste. B
Georgetown, Texas 78626

From: [Oscar Salazar-Bueno](#)
To: [Garett Sartin](#)
Cc: [Eddie R. Church](#); [Kyle McCoy](#); [Steven Shull](#); [70326 SoutheastCorridor](#); [Julissa Vasquez](#); [Kate Wilder](#); [Christen Eschberger](#)
Subject: FW: East Wilco Highway Seg 1 -- Claim Settlement
Date: Wednesday, October 9, 2024 3:11:58 PM
Attachments: [image001.jpg](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)

Eddie/Garett,

Please create an item for \$972,000.00 in the balancing CO to pay JCG for the Extended OH and Utility Delay claim, see below.

Thanks,

Oscar Salazar-Bueno, PE

Sr. Resident Engineer

Williamson County Road Bond Program

Tel (512) 527-6734 **Mobile** (737) 237-3581 **Email** osalazarbueno@hntb.com

HNTB CORPORATION

101 E. Old Settlers Blvd., Ste. 225 | Round Rock, TX 78664 | hntb.com

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From: Brian Chaffe <bchaffe@prim.com>

Sent: Wednesday, October 9, 2024 2:12 PM

To: Bob Daigh <bdaigh@wilco.org>

Cc: Russ Boles <russ.boles@wilco.org>; Christen Eschberger <ceschberger@HNTB.com>; Joey Williams <JoeyWilliams@prim.com>; Alexander Krejchi <akrejchi@prim.com>; Kent Burris <kburris@prim.com>; Kayla Williams <kwilliams@prim.com>; Lindsey Bohanan <lbohanan@prim.com>; Oscar Salazar-Bueno <osalazarbueno@HNTB.com>

Subject: RE: East Wilco Highway Seg 1

External Email: Use caution when clicking on links, replying, or opening attachments.

Mr. Daigh,

James Construction has analyzed our financials of this project and has decided to accept Williamson County's offer of \$972,000.00. Thank you for guiding us with your time and knowledge through this process.

Regards,

Brian C. Chaffe
James Construction Group
Operations Manager/Paraclete/Extoller,
C: 254-627-1209
bchaffe@prim.com



"No business objective is so important that it will be pursued at the sacrifice of safety."

From: Bob Daigh <bdaigh@wilco.org>
Sent: Thursday, September 19, 2024 2:53 PM
To: Brian Chaffe <bchaffe@prim.com>
Cc: Russ Boles <russ.boles@wilco.org>; ceschberger@HNTB.com
Subject: East Wilco Highway Seg 1

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you have verified the sender and know the content is safe! If this message is suspicious, please use the **Report Phish** button to notify IT.

The Committee's resolution proposal is attached.
Pleas let us know your response as soon as available.
Bob

Note!: This email originated from outside our organization. Be cautious when opening Links and Attachments that you were not expecting.

INVOICE

Date: 9/15/2023

Invoice # 10850-023

9



Bill To:

Eddie Chruch
HNTB Corporation
101 E. Old Settlers Blvd, Suite 100
Round Rock, TX 78664

RE:

Williamson
SE LOOP
Project No.: T3346
Control No.: T3346

Qty	UM	Description	Unit Price	Total
1.00	LS	Lonestar Mobilization to Dana Dr	\$ 2,500.00	\$2,500.00
81.89	Tons	TY D HMA at Dana Drive	\$ 248.02	\$20,310.36
82.89	LS		Total	\$22,810.36

PROPOSAL

Date: 8/14/2023

Proposal : 10850-010



Bill To:

Eddie Chruch
 HNTB Corporation
 101 E. Old Settlers Blvd, Suite 100
 Round Rock, TX 78664

RE:

Williamson
 SE LOOP
 Project No.: T3346
 Control No.: T3346

Qty	UM	Description	Unit Price	Total
70.00	Ton	2in overlay (TY D 70-22) Dana Dr.	\$248.02	\$22,331.97 \$17,361.18
1	LS	Mob	\$2,500.00	\$2,500.00
70.00	Ton		Total	\$22,331.97 \$19,861.18

James Construction Group, LLC

Contractor's Basis of Estimate

Date: 8/14/2023 Project: T3346 County: Williamson
 Control: Highway: T3346

Description: 2in TY D Overlay Dana Dr. Original Contract: Net CO: \$ - Revised Contract:

Estimated Qty: 70.00 ton
 Estimated Change in Contract Sum: \$ ~~22,331.97~~
 Estimated Change In Contract Time: \$19,861.18

Narrative: Lonestar will return to SE Loop to install a 2in overlay of TY D HMA on Dana Dr.

JCG reserves the right to request equitable time and monetary adjustments for additional or unforeseen work resulting from this change order.

<u>Labor</u>	<u>Reg Hrs</u>	<u>OT Hrs</u>	<u>UM</u>	<u>Reg Rate</u>	<u>OT Rate (x1.5)</u>	<u>Extended</u>
						\$ -
						\$ -
						Total Labor \$ -
<u>Insurance and Taxes</u>						<u>Extended</u>
Insurance and Taxes						Total \$ -
<u>Equipment</u>			<u>QTY</u>	<u>UM</u>	<u>Rate</u>	<u>Extended</u>
						\$ -
						\$ -
						Total Equipment \$ -
<u>Subcontractors</u>			<u>QTY</u>	<u>UM</u>	<u>Price</u>	<u>Extended</u>
Lonestar TY D (70-22) at Dana Dr.			70.00	Ton	\$ 239.31	\$ 16,751.70
Mobilization			1.00	ea	\$ 2,500.00	\$ 2,500.00
						Total Subcontract \$ 19,251.70
<u>Material</u>			<u>QTY</u>	<u>UM</u>	<u>Price</u>	<u>Extended</u>
						\$ -
						\$ -
						Total Material \$ -
<u>Additional Work Items</u>			<u>QTY</u>	<u>Units</u>	<u>Price</u>	<u>Extended</u>
						\$ -
						\$ -
						Total \$ 16,351.70
						5% MARKUP \$ 2,887.76 \$837.59
						TOTAL OF WORK PERFORMED \$ 19,251.70 \$17,189.29
						BOND FEE (ADD 1%) \$ 192.52 \$171.89
						TOTAL COST \$ 22,331.97 \$17,361.18
						UNIT PRICE (TOTAL COST/EST. QTY) \$ 319.03 \$248.02

\$17,361.18
 \$2,500.00 for mob
 \$19,861.18 Total.





11675 JOLLYVILLE RD, SUITE 150
AUSTIN, TX 78759

Phone #

(512) 428-5778

JAMES CONSTRUCTION GROUP

**NEW CONTRACT
ITEMS**

Estimate

Date	Estimate No.
8/14/2023	52830-5

Project

SE Loop Seg 1 PH 1
WILLIAMSON CO. IFB T3346

Description	Qty	U/M	UNIT PRICE	Total
NEW ITEM OF WORK				
ADDITIONS TO THE CONTRACT				
ITEM 3076 TYPE D (70-22) at Dana Drive	85	TON	\$239.31	\$20,341.38
Item 500 Mobilization	1	EA	\$2,500.00	\$2,500.00
Prep work done by others. This is just a show up and paving price.				
NOTE: PRICING EXCLUDES TRAFFIC CONTROL, FLAGGERS, UNIFORMED POLICE OFFICERS, DAMAGE TO FIBER OPTIC CABLES, UNDERGROUND UTILITIES AND ANY UNDERGROUND OBSTRUCTIONS.				Total ADD
				\$22,841.38
THIS PROPOSAL IS VALID FOR 30-DAYS FROM PROPOSAL DATE. IF NOT ACCEPTED WITHIN 30-DAYS OF PROPOSAL DATE, REVISED PRICES WILL HAVE TO BE SUBMITTED.				
Estimator				
Michael Crum				
MICHAEL@LSPAVING.COM				
512-993-9079				
Terms & Conditions				
LONE STAR PAVING WILL EXECUTE ONLY THOSE ITEMS OF WORK LISTED IN THE "SCOPE OF WORK" ABOVE. ANY ADDITIONAL ITEMS OF WORK WILL REQUIRE A WRITTEN CHANGE ORDER IN ADVANCE. LONE STAR PAVING IS NOT RESPONSIBLE FOR DRAINAGE ISSUES ON SLOPES LESS THAN 2%. ALL QUANTITY OVERRUNS WILL BE VERIFIED IN PLACE UPON COMPLETION AND BILLED AT UNIT PRICES SHOWN ABOVE.				
Terms & Conditions				
All agreements must be made in writing. Asphalt paving standards for newly constructed areas are proposed to comply with the Texas Department of Transportation hot mix standards. Other paving specifications must be specifically outlined. All permits and fees are excluded unless otherwise noted. Lone Star Paving is not responsible for utility lines less than 12 inches deep. Lone Star Paving will carry Workers Compensation, General Liability and Auto Insurance for labor provided in the performance of this contract. The amounts included in this estimate are based on information provided and are subject to change if new information is provided or differing site conditions are encountered. The contractor is responsible for the paving surface. From time to time, the paving surface may have areas whereby additional hot mix must be applied to achieve desired results, the fees for these additional amounts of materials will be discussed and agreed to prior to commencement of work. All changes in the scope of the work must be agreed prior to the commencement of work. Fees for our services are due 30 days from the date of the invoice. Payments should be remitted to Asphalt Inc., LLC d/b/a Lone Star Paving, PO Box 200608, Austin, Tx 78720. Interest shall accrue for all amounts past due at the rate of eighteen percent (18%) compound interest per annum or highest legal limit. The Contractor agrees to pay reasonable attorney fees, expert fees, all costs of court, and any other expenses incurred by Asphalt Inc in the collection of any sums due under the performance of this contract. The venue for any legal action under this contract shall be Bexar County, Texas. The parties expressly agree to waive the right to a jury trial. Pricing based on a mutually agreeable contract.				

The above prices, specifications, and conditions are satisfactory and are hereby accepted. Payment will be made as outlined above.

Accepted by: _____

Date: _____

Title: _____

Company Name: _____

Item: 3076-WC01

ASPHALT INC. LLC.

TICKET: 4177225

DATE: 08/30/2023 TIME: 06:43:00

JOB: 52830
SE Loop Seg.1 Ph.1-T3346

TRUCK: 1403
DRIVER:

MATERIAL: D MIX
515-70D1000

CUSTOMER: 1770
LONE STAR PAVING

JOB TOTALS 1 LOADS
21.60

COMMENTS:

GROSS () 36.33
TARE () 14.73
NET 21.60

PRICE \$

TAX \$

TOTAL \$

WEIGHMASTER:

(K) = MANUAL WEIGHT - (S) = STORED WEIGHT

ASPHALT INC. LLC.

TICKET: 4177226

Item: 3076-WC01

DATE: 08/30/2023 TIME: 06:48:00

JOB: 52830
SE Loop Seg.1 Ph.1-T3346

TRUCK: 1366
DRIVER:

MATERIAL: D MIX
515-70D1000

CUSTOMER: 1770
LONE STAR PAVING

JOB TOTALS 2 LOADS
41.75

COMMENTS:

GROSS () 32.46
TARE () 12.31
NET 20.15

PRICE \$

TAX \$

TOTAL \$

WEIGHMASTER:

(K) = MANUAL WEIGHT - (S) = STORED WEIGHT

Item: 3076-WC01

ASPHALT INC. LLC.

TICKET: 4177227

DATE: 08/30/2023 TIME: 06:56:00

JOB: 52830
SE Loop Seg.1 Ph.1-T3346

TRUCK: 1352
DRIVER:

MATERIAL: D MIX
515-70D1000

CUSTOMER: 1770
LONE STAR PAVING

JOB TOTALS 3 LOADS
61.79

COMMENTS:

GROSS () 32.42
TARE () 12.38
NET 20.04

PRICE \$

TAX \$

TOTAL \$

WEIGHMASTER:

(K) = MANUAL WEIGHT - (S) = STORED WEIGHT

Item: 3076-WC01

ASPHALT INC. LLC.

TICKET: 4177230

Truck was not used

DATE: 08/30/2023 **TIME:** 07:19:00

JOB: 52830
SE Loop Seg.1 Ph.1-T3346

TRUCK: 1362
DRIVER:

MATERIAL: D MIX
515-70D1000

CUSTOMER: 1770
LONE STAR PAVING

JOB TOTALS **4 LOADS**
81.88

COMMENTS:

GROSS () 32.49
TARE () 12.40
NET 20.09

PRICE \$

TAX \$

TOTAL \$

WEIGHMASTER:

(K) = MANUAL WEIGHT - (S) = STORED WEIGHT

DATE: 08/30/2023 **TIME:** 07:23:00

JOB: 52830
SE Loop Seg.1 Ph.1-T3346

TRUCK: 1351

DRIVER:

MATERIAL: D MIX
515-70D1000

CUSTOMER: 1770
LONE STAR PAVING

JOB TOTALS **5 LOADS**
101.98

COMMENTS:

GROSS () 32.55
TARE () 12.45
NET 20.10

PRICE \$

TAX \$

TOTAL \$

WEIGHMASTER:

(K) = MANUAL WEIGHT - (S) = STORED WEIGHT

INVOICE

Date: 9/26/2022

Invoice # 10850-019



Bill To:

Eddie Chruch
HNTB Corporation
101 E. Old Settlers Blvd, Suite 100
Round Rock, TX 78664

RE:

Williamson
SE LOOP
Project No.: T3346
Control No.: T3346

Qty	UM	Description	Unit Price	Total
1.00	LS	Traffic Control for the work preformed at CR138. FORCE ACCOUNT MARKUP (Add 15%)		\$5,212.50
1.00	CY		Total	\$5,212.50

James Construction Group, LLC

Contractor's Basis of Estimate

Date: 2.24.23

Project: T3346

County: Williamson

Control:

Highway: T3346

Description:

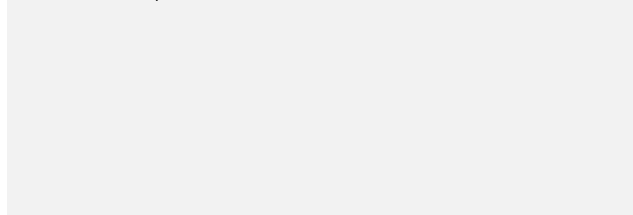
Original Contract: **Net CO:** \$ - **Revised Contract:**

Estimated Qty: 1.00 LS

Estimated Change in Contract Sum: \$ 5,212.50

Estimated Change In Contract Time:

Narrative: One-way flagging operation at CR137 for the subgrade prep and base work preformed. The daily rate \$1042.50 for 5 days of work. Please see the attached letter.



JCG reserves the right to request equitable time and monetary adjustments for additional or unforeseen work resulting from this change order.

<u>Labor</u>	<u>Reg Hrs</u>	<u>OT Hrs</u>	<u>UM</u>	<u>Reg Rate</u>	<u>OT Rate (x1.5)</u>	<u>Extended</u>	
						Total Labor \$ -	
						Extended	
						55% Burdens \$ -	
						Total Labor \$ -	
<u>Equipment</u>			<u>QTY</u>	<u>UM</u>	<u>Rate</u>	<u>Extended</u>	
						Total Equipment \$0.00	
<u>Subcontractors</u>		<u>Ticket Number</u>	<u>QTY</u>	<u>UM</u>	<u>Price</u>	<u>Extended</u>	
Traffic Control	Flasher		5.00	Days	\$ 1,042.50	\$ 5,212.50	
						Total Subcontract \$ 5,212.50	
<u>Material</u>		<u>Ticket Number</u>	<u>Load Time</u>	<u>QTY</u>	<u>UM</u>	<u>Price</u>	<u>Extended</u>
							Total Material \$ -
<u>Additional Work Items</u>			<u>QTY</u>	<u>Units</u>	<u>Price</u>	<u>Extended</u>	
						Total \$ 5,212.50	
						FORCE ACCOUNT MARKUP (Add 15%) \$ -	
						TOTAL OF WORK PERFORMED \$ 5,212.50	
						BOND FEE (ADD 1%)	
						TOTAL COST \$ 5,212.50	
						UNIT PRICE (TOTAL COST/EST. QTY) \$ 5,212.50	

Date
November 3, 2022

To
Alexander Krejchi
James Construction Group



**PROJECT
CORRESPONDENCE**

From
Steven Shull
Construction Manager
Williamson County Road Bond Program
Subject
SE Loop Segment 1 Phase 1
Added Flagging Operation

Dear Mr. Krejchi,

JCG bid the project to perform this work without one-way flagging as the TCP Sheets show, but we do agree with the safety concerns you listed in Letter #34 and are willing to split the daily rate with JCG for the flagging operation while the subgrade prep and base work are performed. If you are good with this daily rate (\$1,042.50), we will do a change order to add the amount for up to 1 week.

Please feel free to contact me with any questions.

Sincerely,

HNTB Corporation

A handwritten signature in blue ink that reads "Steven Shull".

Steven Shull

VIA EMAIL; ORIGINAL TO FOLLOW BY MAIL/COURIER

Cc: Oscar Salazar-Bueno, P.E.
HNTB Project File

Field Estimate Report
Texas Environmental Management - San Antonio, Inc.
Report Date Range: 1/26/2023 to 2/25/2023
2/28/2023

ITEM-999-WC10

Customer: JAMES CONSTRUCTION GROUP
JAMESCG
Job Number: 15834
Job Name: SOUTHEAST LOOP #10850 +

Phase: 3 - SEEDING

<u>Category</u>	<u>Description</u>	<u>Contract Quantity</u>	<u>Date</u>	<u>New Units</u>
2	BROADCAST SEEDING (TEMP & PERM)	107726	2/13/2023	1,133
			2/14/2023	1,100
			2/15/2023	1,300
			2/16/2023	591
			2/17/2023	5,840
			Subtotal	9964
3	FERTILIZER	11	2/13/2023	0.088
			2/14/2023	0.086
			2/15/2023	0.102
			2/16/2023	0.046
			2/17/2023	0.458
			Subtotal	0.78

Phase: 6 - SOIL RETENTION BLANKET

<u>Category</u>	<u>Description</u>	<u>Contract Quantity</u>	<u>Date</u>	<u>New Units</u>
1	SOIL RETENTION BLANKETS (CL 1)	15622	2/13/2023	670
			2/14/2023	1,563
			2/15/2023	1,300
			2/16/2023	591
			Subtotal	4124
2	SOIL RETENTION BLANKETS (CL 2)	29263	2/17/2023	1,177
			Subtotal	1177



Conditional Waiver and Release On Progress Payment

Contract Number: P463 T3346
 Project: SOUTHEAST LOOP #10860
 Contractor: JAMES CONSTRUCTION GROUP LLC
 Subcontractor : FLASHER EQUIPMENT
 Owner: WILLIAMSON COUNTY

Upon receipt by the undersigned of a check from Contractor in the sum of \$19,957.³¹ payable to Subcontractor and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the Subcontractor's position that the Subcontractor has on the property of Owner located at _____ to the following extent: Williamson County (job description). Southeast Loop Seg 1 Ph I

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to Contractor as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to Subcontractor.

Subcontractor warrants that it has already paid or will use the funds received from this progress payment to promptly pay in full all of Subcontractor's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

The person signing this document represents that they are duly authorized to do so on behalf of the undersigned Subcontractor.

Date: 2/13/2023

By: Christina Salas (Signature)

Its: Accountant (Title)



Conditional Waiver and Release On Progress Payment

Contract Number: P463 T3346
 Project: SOUTHEAST LOOP #10850
 Contractor: JAMES CONSTRUCTION GROUP LLC
 Subcontractor : SURVEYING & MAPPING INC.
 Owner: WILLIAMSON COUNTY

Upon receipt by the undersigned of a check from Contractor in the sum of \$ 3,250.00 payable to Subcontractor and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic 's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the Subcontractor's position that the Subcontractor has on the property of Owner located at _____ to the following extent: Williamson Co Southeast (job description).
 Lp segment 1 phase 1

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to Contractor as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to Subcontractor.

Subcontractor warrants that it has already paid or will use the funds received from this progress payment to promptly pay in full all of Subcontractor's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

The person signing this document represents that they are duly authorized to do so on behalf of the undersigned Subcontractor.

Date: 2/14/2023

By: Nichelle Y Powell (Signature)

Its: Sr. Project Manager (Title)

15834
not rec'd
w/standtys



Conditional Waiver and Release On Progress Payment

Contract Number: P463 T3346
 Project: SOUTHEAST LOOP #10850
 Contractor: JAMES CONSTRUCTION GROUP LLC
 Subcontractor : TEXAS ENVIRONMENTAL MANAGEMENT
 Owner: WILLIAMSON COUNTY

Upon receipt by the undersigned of a check from Contractor in the sum of \$31,119.31 payable to Subcontractor and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the Subcontractor's position that the Subcontractor has on the property of Owner located at GE LOOP SEC 1 to the following extent: _____ (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to Contractor as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to Subcontractor.

Subcontractor warrants that it has already paid or will use the funds received from this progress payment to promptly pay in full all of Subcontractor's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

The person signing this document represents that they are duly authorized to do so on behalf of the undersigned Subcontractor.

Date: 2/13/2023

By: Rebecca Banton (Signature)

Its: AR Lead (Title)

State of Texas
WILLIAMSON COUNTY

ITEM-999-WC10

PARTIAL
WAIVER OF LIEN TO DATE
Waiver of Lien No.

Southeast Loop Segment
Project Name: 1 Phase 1
Project No: T3346
Contractor: James Construction Group LLC
Subcontractor: Melendrez Trucking LLC

STATE OF TEXAS)
COUNTY OF WILLIAMSON) ss

TO WHOM IT MAY CONCERN:

Whereas the undersigned has been employed by

Williamson County Contract No.
Contractor's Contract No.

To furnish for the premise known as

Project: Southeast Loop Segment 1 Phase 1
Project No.: T3346

of which the State of Texas, acting through Williamson County is the owner.

The undersigned, for and in consideration of

..... (\$ 26,512.50) Dollars,

and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Texas, relating to Liens Against Public Funds on the monies, bonds or warrants due or to become due from the State, on account of labor, services, material, fixtures, apparatus or machinery heretofore furnished by the undersigned for the above-described premises.

Given under _____ hand and seal

this _____ day of _____, _____.

(Affix Corporate Seal Here)

Melendrez Trucking LLC

(Company Name)

[Signature]
(Signature)

ATTEST: _____
(Signature of Secretary of Corporation)

ITS: Owner (SEAL)
(Title)

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

INVOICE

Date: 6/15/2023

Invoice # 10850-021



Bill To:
Eddie Chruch
HNTB Corporation
101 E. Old Settlers Blvd, Suite 100
Round Rock, TX 78664

RE:
Williamson
SE LOOP
Project No.: T3346
Control No.: T3346

Qty	UM	Description	Unit Price	Total
1.00	LS	Build Temporary Access - Old CR138 Intersection		\$1,193.80
1.00	LS		Total	\$1,193.80

James Construction Group, LLC

Contractor's Basis of Estimate

Date: 5/22/2023 **Project:** T3346 **County:** Williamson
Control: **Highway:** T3346

Description: Build Temporary Access - Old CR138 **Original Contract:** **Net CO:** \$ - **Revised Contract:**

Estimated Qty: 1.00 LS
Estimated Change in Contract Sum: \$ 1,193.80
Estimated Change In Contract Time:

Narrative: At HNTB's request, JCG graded and compacted the base between CR138 and SE Loop to create a smooth temporary access point to the Covered Bridge subdivision. Marcos Alvarez's crew with a CAT420 backhoe and Kubota Skidsteer completed this work on 5/22/23

JCG reserves the right to request equitable time and monetary adjustments for additional or unforeseen work resulting from this change order.

<u>Labor</u>	<u>Reg Hrs</u>	<u>OT Hrs</u>	<u>UM</u>	<u>Reg Rate</u>	<u>OT Rate (x1.5)</u>	<u>Extended</u>		
Marco Alvarez	4.00		hr	\$ 41.21		\$ 164.83		
Jose Cienega Cabrera	3.00		hr	\$ 19.00		\$ 57.00		
Eduardo Valadez	3.00		hr	\$ 25.00		\$ 75.00		
					Subtotal Labor	\$ 296.83		
						<u>Extended</u>		
					Taxes and Insurance	\$ 119.73		
					Total Labor	\$ 416.56		
 <u>Equipment</u>								
			<u>QTY</u>	<u>UM</u>	<u>Rate</u>	<u>Extended</u>		
CAT420 Backhoe - LH0133			3	hr	\$ 90.82	\$ 272.46		
Rental Skidsteer			3	hr	\$ 112.93	\$ 338.79		
					Total Equipment	\$ 611.25		
 <u>Subcontractors</u>								
			<u>Ticket Number</u>	<u>QTY</u>	<u>UM</u>	<u>Price</u>	<u>Extended</u>	
						Total Subcontract	\$ -	
 <u>Material</u>								
			<u>Ticket Number</u>	<u>Load Time</u>	<u>QTY</u>	<u>UM</u>	<u>Price</u>	<u>Extended</u>
							Total Material	\$ -
 <u>Additional Work Items</u>								
			<u>QTY</u>	<u>Units</u>	<u>Price</u>	<u>Extended</u>		
						Total	\$ -	
						FORCE ACCOUNT MARKUP (Add 15%)	\$ 154.17	
						TOTAL OF WORK PERFORMED	\$1,181.98	
						BOND FEE (ADD 1%)	\$ 11.82	
						TOTAL COST	\$ 1,193.80	
						UNIT PRICE (TOTAL COST/EST. QTY)	\$ 1,193.80	

JCG JC Detail - Paperless

Jobs: 10850 - 10850 Phases: 0501- 4000- 000 - 0501- 4000- 000 All Cost Types Units: Actual
 All Months Dates: 05/22/23 - 05/28/23 All JC Transaction Types All Departments

Mth	Trans#	Posted Date	Actual Date	Trans Type	Source	Description	Units	Hours	Cost
10850 SOUTHEAST LOOP SEGMENT 1 PH.1									
0501- 4000- 000		EXCAVATION (ROADWAY)		11		LABOR			
05/23	126824	05/31/23	05/22/23	PR	PR Entry	10/1151 1.00 / 206223 / CIENEGA CABRERA , JOSE RAFAEL1 Gross Earnings	0.000	3.00	57.00
05/23	126825	05/31/23	05/22/23	PR	PR Entry	3/S016 / 241780 / ALVAREZ , MARCO ANTONIO1 Gross Earnings	0.000	2.00	0.00
05/23	126826	05/31/23	05/22/23	PR	PR Entry	3/S016 1.00 / 241780 / ALVAREZ , MARCO ANTONIO1 Gross Earnings	0.000	4.00	164.83
05/23	126827	05/31/23	05/22/23	PR	PR Entry	8/1306 1.00 / 242240 / VALADEZ , EDUARDO 1 Gross Earnings	0.000	3.00	75.00
Total for Cost Type: 11							0.000	12.00	296.83
0501- 4000- 000		EXCAVATION (ROADWAY)		16		BURDN			
05/23	126828	05/31/23	05/22/23	PR	PR Entry	10/1151 / 206223 / CIENEGA CABRERA , JOSE RAFAEL1 Payroll Taxes	0.000	0.00	3.96
05/23	126829	05/31/23	05/22/23	PR	PR Entry	10/1151 / 206223 / CIENEGA CABRERA , JOSE RAFAEL10 Gen Liab Ins.	0.000	0.00	2.85
05/23	126830	05/31/23	05/22/23	PR	PR Entry	10/1151 / 206223 / CIENEGA CABRERA , JOSE RAFAEL11 Worker's Comp Ins.	0.000	0.00	6.33
05/23	126831	05/31/23	05/22/23	PR	PR Entry	10/1151 / 206223 / CIENEGA CABRERA , JOSE RAFAEL12 Group Insurance	0.000	0.00	8.59
05/23	126832	05/31/23	05/22/23	PR	PR Entry	3/S016 / 241780 / ALVAREZ , MARCO ANTONIO1 Payroll Taxes	0.000	0.00	11.71
05/23	126833	05/31/23	05/22/23	PR	PR Entry	3/S016 / 241780 / ALVAREZ , MARCO ANTONIO10 Gen Liab Ins.	0.000	0.00	8.24
05/23	126834	05/31/23	05/22/23	PR	PR Entry	3/S016 / 241780 / ALVAREZ , MARCO ANTONIO11 Worker's Comp Ins.	0.000	0.00	18.30
05/23	126835	05/31/23	05/22/23	PR	PR Entry	3/S016 / 241780 / ALVAREZ , MARCO ANTONIO12 Group Insurance	0.000	0.00	19.37
05/23	126836	05/31/23	05/22/23	PR	PR Entry	3/S016 / 241780 / ALVAREZ , MARCO ANTONIO13 401K Match	0.000	0.00	6.59
05/23	126837	05/31/23	05/22/23	PR	PR Entry	3/S016 / 241780 / ALVAREZ , MARCO ANTONIO2 Vacation	0.000	0.00	15.85
05/23	126838	05/31/23	05/22/23	PR	PR Entry	8/1306 / 242240 / VALADEZ , EDUARDO 1 Payroll Taxes	0.000	0.00	5.74
05/23	126839	05/31/23	05/22/23	PR	PR Entry	8/1306 / 242240 / VALADEZ , EDUARDO 10 Gen Liab Ins.	0.000	0.00	3.75
05/23	126840	05/31/23	05/22/23	PR	PR Entry	8/1306 / 242240 / VALADEZ , EDUARDO 11 Worker's Comp Ins.	0.000	0.00	8.33
05/23	126841	05/31/23	05/22/23	PR	PR Entry	8/1306 / 242240 / VALADEZ , EDUARDO 12 Group Insurance	0.000	0.00	0.12
Total for Cost Type: 16 Taxes and Insurace							0.000	0.00	119.73
0501- 4000- 000		EXCAVATION (ROADWAY)		21		EQUIP			
05/23	150431	05/28/23	05/22/23	EM	EMRev	LH0133 16 CAT 420F IT 4SX BACKHOE / Equipment Usage / 11508 / Rev Code: 01Ownership Rate	0.000	8.00	42.00
05/23	150432	05/28/23	05/22/23	EM	EMRev	LH0133 16 CAT 420F IT 4SX BACKHOE / Equipment Usage / 11509 / Rev Code: 02Operating Rate	0.000	3.00	16.50
Total for Cost Type: 21							0.000	11.00	58.50
Total For Phase: 0501- 4000- 000								23.00	475.06
Total For Job: 10850								23.00	475.06
Total For Company:7								23.00	475.06

Skidsteer was a rental and tracked elsewhere, billed for 3 hours. Equipment watch rates used to account for operating costs and diesel.

www.equipmentwatch.com

All prices shown in US dollars (\$)

Rental Rate Blue Book®

January 25, 2023

Caterpillar 420FIT (disc. 2015)
Tractor-Loader-BackhoesSize Class:
14' to Under 15'
Weight:
N/A**Configuration for 420FIT (disc. 2015)**Operator Protection **ROPS/FOPS** Power Mode **Diesel****Blue Book Rates**

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$8,590.00	USD \$2,405.00	USD \$600.00	USD \$90.00	USD \$41.96	USD \$90.77
Adjustments						
Region (Texas: 100.1%)	USD \$8.59	USD \$2.40	USD \$0.60	USD \$0.09		
Model Year (2015: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$8,598.59	USD \$2,407.41	USD \$600.60	USD \$90.09	USD \$41.96	USD \$90.82

Non-Active Use Rates

	Hourly
Standby Rate	USD \$24.43
Idling Rate	USD \$67.46

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	25%	USD \$2,147.50/mo
Overhaul (ownership)	46%	USD \$3,951.40/mo
CFC (ownership)	16%	USD \$1,374.40/mo
Indirect (ownership)	13%	USD \$1,116.70/mo
Fuel (operating) @ USD 5.14	44%	USD \$18.60/hr

Revised Date: 1st quarter 2023

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for Chet CHAUTIN (cchautin@prim.com)

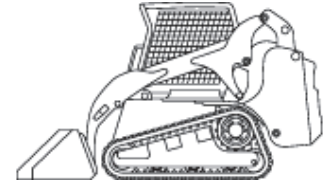
www.equipmentwatch.com

All prices shown in US dollars (\$)

Rental Rate Blue Book®

January 26, 2023

Caterpillar 297D2 XHP
 Compact Track Loaders

 Size Class:
3201 lbs & Over
 Weight:
 N/A
**Configuration for 297D2 XHP**
 Operator Protection **ROPS/FOPS** Power Mode **Diesel**
Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs Hourly	FHWA Rate** Hourly
	Monthly	Weekly	Daily	Hourly		
Published Rates	USD \$11,835.00	USD \$3,315.00	USD \$830.00	USD \$125.00	USD \$45.62	USD \$112.86
Adjustments						
Region (Texas: 100.1%)	USD \$11.84	USD \$3.32	USD \$0.83	USD \$0.13		
Model Year (2023: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$11,846.83	USD \$3,318.31	USD \$830.83	USD \$125.13	USD \$45.62	USD \$112.93

Non-Active Use Rates

	Hourly
Standby Rate	USD \$33.66
Idling Rate	USD \$87.47

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	20%	USD \$2,367.00/mo
Overhaul (ownership)	55%	USD \$6,509.25/mo
CFC (ownership)	10%	USD \$1,183.50/mo
Indirect (ownership)	15%	USD \$1,775.25/mo
Fuel (operating) @ USD 5.14	44%	USD \$20.16/hr

Revised Date: 1st quarter 2023

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for CHET CHAUTIN (cchautin@prim.com)

INVOICE

Date: 7/5/2023

Invoice # 10850-022



Bill To:

Eddie Chruch
HNTB Corporation
101 E. Old Settlers Blvd, Suite 100
Round Rock, TX 78664

RE:

Williamson
SE LOOP
Project No.: T3346
Control No.: T3346

Qty	UM	Description	Unit Price	Total
1.00	LS	Badger Pothole Utilities at 1125+00		\$2,519.31
1.00	LS		Total	\$2,519.31

James Construction Group, LLC

Contractor's Basis of Estimate

Date:	7/5/2023	Project:	T3346	County:	Williamson
		Control:		Highway:	T3346
Description:	Badger Pothole utilities at 1125+00	Original Contract:	Net CO:	\$ -	Revised Contract:
Estimated Qty:	1.00 LS	Narrative:	Badger potholed for existing utility lines at station 1125+00 on 6/28/2023 3 lines were discovered.		
Estimated Change in Contract Sum:	\$ 2,519.31				
Estimated Change In Contract Time:					

JCG reserves the right to request equitable time and monetary adjustments for additional or unforeseen work resulting from this change order.

<u>Labor</u>	<u>Reg Hrs</u>	<u>OT Hrs</u>	<u>UM</u>	<u>Reg Rate</u>	<u>OT Rate (x1.5)</u>	<u>Extended</u>
						Subtotal Labor \$ -
						<u>Extended</u>
						Taxes and Insurance
						Total Labor \$ -
<u>Equipment</u>			<u>QTY</u>	<u>UM</u>	<u>Rate</u>	<u>Extended</u>
						Total Equipment \$0.00
<u>Subcontractors</u>			<u>QTY</u>	<u>UM</u>	<u>Price</u>	<u>Extended</u>
Badger Daylighting - 6/28/23 Invoice		<u>Ticket Number</u>	1.00	LS	\$2,169.01	\$2,169.01
						Total Subcontract \$2,169.01
<u>Material</u>			<u>QTY</u>	<u>UM</u>	<u>Price</u>	<u>Extended</u>
		<u>Ticket Number</u>				Total Material \$ -
<u>Additional Work Items</u>			<u>QTY</u>	<u>Units</u>	<u>Price</u>	<u>Extended</u>
						Total \$ 2,169.01
						FORCE ACCOUNT MARKUP (Add 15%) \$ 325.35
						TOTAL OF WORK PERFORMED \$2,494.36
						BOND FEE (ADD 1%) \$ 24.94
						TOTAL COST \$ 2,519.31
						UNIT PRICE (TOTAL COST/EST. QTY) \$ 2,519.31



Badger Daylighting Corp

Item 999-WC07

Invoice Number	2541068
Invoice Date	06-30-2023
Payment Terms	30 Net
Amount Due	\$ 2,169.01

BILL TO

JAMES CONSTRUCTION GROUP LLC

5880 W HWY 190, SUITE 100
Belton, TX 76513

REMIT TO

Badger Daylighting Corp

PO Box 95000
LB# 1627
Philadelphia, PA 19195-0001
Bank Routing #: 026013673
Account #: 03248177952

Customer Number 8881167	PO/Work Order 10850-S13	AFE/Job	Badger Sales Area 40029
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Service Date	Ticket #	Unit #	Item Description	Qty	Unit of Measure	Unit Price	Amount
06-28-2023	TKT-062723-929740	2239	Consumable Materials	1	Each	27.78	27.78
06-28-2023	TKT-062723-929740	2239	Badger Hydrovac With Operator	6	Hour	276.64	1,659.84
06-28-2023	TKT-062723-929740	2239	Disposition	1	Each	200.00	200.00
06-28-2023	TKT-062723-929740	2239	Supply Water	1	Each	111.10	111.10
06-28-2023	TKT-062723-929740	2239	Fluctuating Fuel Recovery	1	Each	170.29	170.29
Total Due(USD)							2,169.01

Please see attached tickets for additional detail

Badger Daylighting Corp PO Box 95000, LB# 1627, Philadelphia, PA 19195-0001 Phone: (877) 322-3437

Please direct all invoicing inquiries to accountsreceivable@badgerinc.com and remittances to remittance@badgerinc.com

Item 999-WC07



JAMES CONSTRUCTION GROUP LLC
5880 W HWY 190, SUITE 100
Belton, TX, 76513

Badger Contact Info: 108 NXNE Drive
Hutto, TX 78634

Ticket Number: TKT-062723-929740

Ticket Date: 06-28-2023

Job Number: SR0000440088

Paper Ticket #:

Job Name: Dana Drive Hutto - 06-23-2023 02:21 PM

PO/WO #: 10850-S13

Site Location: 100 Dana Dr Hutto, TX, 78634-5175

AFE/JOB #:

Phone: 254 7184392

Requesters Name:

Cost Centre/GL:

Major/Minor:

Rig/Well Pad #:

Job Name:

User/Approver ID:

Other Order #:

This is not an invoice

Total subject to change based on taxes, fees and other charges.

Item	Item Description	Unit #	Quantity	Rate	UOM	Amount
Badger Hydrovac With Operator		2239	6	\$276.64	HR	\$1659.84
Consumable Materials		2239	1	\$27.78	EA	\$27.78
Supply Water		2239	1	\$111.10	EA	\$111.10
Disposition		2239	1	\$200.00	EA	\$200.00
Fluctuating Fuel Recovery		2239			EA	\$170.29
Notes:					Ticket Total:	\$2169.01

Approved By:

Approver Name:

Approver Phone #:

Commissioners Court - Regular Session

55.

Meeting Date: 11/26/2024

Award of IFB #25IFB6 to Rotten Apples Services LLC for Bagdad Road Right of Way Clearing Project for HNTB

Submitted For: Joy Simonton

Submitted By: Vickie Johnson, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding IFB #25IFB6 to Rotten Apples Services LLC for Bagdad Road Right of Way Clearing Project for HNTB in the amount of \$1,253,832.00 and authorize execution of this agreement. The funding source is P343.

Background

Williamson County sent out Three Hundred and Fifty-four (354) notifications with Forty-three (43) document takers and received three (3) responses that were reviewed, and the apparent low bid, Rotten Apple Services LLC was found to be responsive and materially balanced. It is recommended that Williamson County award to Rotten Apple Services LLC. The funding source is P343, the Origination ID #309, and Anthony Gavlik, P.E. (HNTB) is the point of contact.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Recommendation Pa
Form 1295 Rotten Apple Services

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Vickie Johnson
Final Approval Date: 11/21/2024

Reviewed By

Joy Simonton
Becky Pruitt

Date

11/21/2024 11:42 AM
11/21/2024 02:33 PM
Started On: 11/20/2024 12:30 PM

STANDARD FORM OF AGREEMENT

STATE OF TEXAS

WILLIAMSON COUNTY

THIS STANDARD FORM OF AGREEMENT (the “Agreement”) is by and between WILLIAMSON COUNTY, TEXAS, a political subdivision of the State of Texas (hereinafter called “County”) and Rotten Apples Services, LLC (hereinafter called “Contractor”).

The County and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. Work

Contractor shall complete all Work as specified or indicated in the Contract Documents. The “Project” is generally described as follows:

Project No. **P343 -Bagdad Road Right of Way Clearing Project**

Article 2. Engineer of Record

The Project has been designed by Binkley & Barfield | DCCM, who is hereinafter called the “Engineer of Record” and who is to act as the County’s design professional.

Article 3. Contract Time

The Work shall be Substantially Completed in **90** calendar days (the “Contract Time”). Following Substantial Completion, the Contractor shall proceed expeditiously with adequate forces and shall achieve Final Completion within the time specified in the Special Conditions.

Article 4. Contract Price

County shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraph 4.1 below (the “Contract Price”):

- 4.1 For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in the Bid Form, and as totaled below:

TOTAL OF ALL UNIT PRICES One Million, Two Hundred Fifty-Three Thousand, Eight-Hundred Thirty Two Dollars and Zero Cents \$1,253,832.00 (dollars)

As provided in the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by the Engineer of Record.

Article 5. Contractor's Representations

In order to induce County to enter into this Agreement, Contractor makes the following representations:

- 5.1 Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents including the "technical data".
- 5.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 5.3 Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- 5.4 Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site which have been identified. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that the County and Engineer of Record do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site.
- 5.5 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 5.6 Contractor has given Engineer of Record written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer of Record is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

- 5.7 Contractor represents and agrees that there are no obligations, commitments, or impediments of any kind that will limit or prevent performance of its obligations under the Contract Documents.
- 5.8 Contractor warrants, represents, and agrees that if (i) it is a corporation or limited liability company, then it is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas, or a foreign corporation or limited liability company duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary corporate power and has received all necessary corporate approvals to execute and deliver this Agreement, and the individual executing the Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor; or (ii) if it is a partnership, limited partnership, or limited liability partnership, then it has all necessary partnership power and has secured all necessary approvals to execute and deliver this Agreement and perform all its obligations under the Contract Documents; and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.
- 5.9 Neither the execution and delivery of this Agreement by Contractor nor the performance of its obligations under the Contract Documents will result in the violation of any provision, if a corporation, of its articles of incorporation or by-laws, if a limited liability company, of its articles of organization or regulations, or if a partnership, by any partnership agreement by which Contractor is bound, or any agreement by which Contractor is bound or to the best of the Contractor's knowledge and belief, will conflict with any order or decree of any court or governmental instrumentality relating to Contractor.
- 5.10 Except for the obligation of the County to pay Contractor the Contract Price pursuant to the terms of the Contract Documents, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth in the Contract Documents, County 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 County to Contractor, no present or future partner or affiliate of County or any agent, officer, director, or employee of County, or of the various departments comprising Williamson County, or anyone claiming under County 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 6. Contract Documents

The "Contract Documents," which comprise the entire agreement between the County and Contractor concerning the Work, consist of the following:

- 6.1 This Standard Form of Agreement
- 6.2 Performance Bond
- 6.3 Payment Bond
- 6.4 Maintenance Bond
- 6.5 Certificate of Insurance
- 6.6 Wage Rates
- 6.7 General Conditions
- 6.8 Special Conditions
- 6.9 Technical Specifications
- 6.10 Plan Drawings
- 6.11 Addenda numbers 1 to 1, inclusive
- 6.12 Contractor's Bid Affidavit and Bid Form
- 6.13 Documentation submitted by Contractor prior to Notice of Award.
- 6.14 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to applicable sections in the General Conditions.

The documents listed in paragraphs 6.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 6. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.

Article 7. Miscellaneous

- 7.1 Terms used in this Agreement, which are defined in the General Conditions, will have the meanings indicated in the General Conditions.
- 7.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that

- may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 7.3 The County and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 7.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the County and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken position.
- 7.5 Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. Furthermore, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.
- 7.6 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.
- 7.7 This Agreement is for the sole and exclusive benefit of the parties hereto, and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.
- 7.8 Each party to this Agreement 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.
- 7.9 Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or

associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

- 7.10 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 or employees, 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.
- 7.11 To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that 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.
- 7.12 County and Contractor have signed this Agreement in triplicate. One counterpart each has been delivered to the County, Contractor and Engineer of Record. All portions of the Contract Documents have been signed, initialed or identified by County and Contractor or identified by Engineer of Record on their behalf.
- 7.13 This Agreement and the Contract Documents represent the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

This Agreement will be effective on _____, 20____ (which is the “Effective Date” of the Agreement).

COUNTY _____

CONTRACTOR _____

By: _____

By: _____

Bill Gravell, Jr.,
Williamson County Judge

Title: _____

[CORPORATE SEAL]

Attest _____

Attest _____

Bid Comparison

Bidder	Bid Amount	Rank	Difference from Engineer's Estimate (\$)	Difference from Engineer's Estimate (%)	Difference from Low Bid (\$)	Difference from Low Bid (%)
Rotten Apples Services, LLC	\$ 1,253,832.00	1	(\$168,426.00)	-11.84%	\$ -	0.0%
Austin Filter Systems, Inc.	\$ 1,335,170.00	2	(\$87,088.00)	-6.12%	\$ 81,338.00	6.5%
Gage & Cade Construction, LLC	\$ 1,618,319.80	3	\$196,061.80	13.79%	\$ 364,487.80	29.1%

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Rotten Apples Services, LLC		Austin Filter Systems, Inc.		Gage & Cade Construction, LLC	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	1007001	PREPARING ROW	25.0	AC	\$ 20,000.00	\$ 500,000.00	\$ 5,000.00	\$ 125,000.00	\$ 11,425.00	\$ 285,625.00	\$ 26,250.00	\$ 656,250.00
2	1007013	TREE PROTECTION (INSTALL)	6	EA	\$ 480.00	\$ 2,880.00	\$ 2,500.00	\$ 15,000.00	\$ 1,000.00	\$ 6,000.00	\$ 1,050.00	\$ 6,300.00
3	164WC04	SEEDING FOR EROSION CONTROL (TEMP)(COOL)(TY 4)	120,114	SY	\$ 1.00	\$ 120,114.00	\$ 3.50	\$ 420,399.00	\$ 2.00	\$ 240,228.00	\$ 0.85	\$ 102,096.90
4	5007001	MOBILIZATION	1	LS	\$ 132,933.00	\$ 132,933.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 79,995.00	\$ 79,995.00
5	5027001	BARRICADES, SIGNS AND TRAFFIC HANDLING	3	MO	\$ 15,000.00	\$ 45,000.00	\$ 3,500.00	\$ 10,500.00	\$ 10,000.00	\$ 30,000.00	\$ 98,750.00	\$ 296,250.00
6	5037002	PORTABLE CHANGEABLE MESSAGE SIGN	2	EA	\$ 12,000.00	\$ 24,000.00	\$ 6,500.00	\$ 13,000.00	\$ 10,000.00	\$ 20,000.00	\$ 9,900.00	\$ 19,800.00
7	5067002	ROCK FILTER DAMS (INSTALL) (TY 2)	1260	LF	\$ 50.00	\$ 63,000.00	\$ 75.00	\$ 94,500.00	\$ 55.00	\$ 69,300.00	\$ 35.80	\$ 45,108.00
8	5067003	ROCK FILTER DAMS (INSTALL) (TY 3)	937	LF	\$ 76.00	\$ 71,212.00	\$ 90.00	\$ 84,330.00	\$ 100.00	\$ 93,700.00	\$ 70.10	\$ 65,683.70
9	5067011	ROCK FILTER DAMS (REMOVE)	2197	LF	\$ 19.00	\$ 41,743.00	\$ 25.00	\$ 54,925.00	\$ 35.00	\$ 76,895.00	\$ 25.00	\$ 54,925.00
10	5067022	CONSTRUCTION EXITS (INSTALL)(TY 3)	400	SY	\$ 50.00	\$ 20,000.00	\$ 65.00	\$ 26,000.00	\$ 22.00	\$ 8,800.00	\$ 32.00	\$ 12,800.00
11	5067039	TEMP SEDMT CONT FENCE (INSTALL)	17646	LF	\$ 5.00	\$ 88,230.00	\$ 6.00	\$ 105,876.00	\$ 5.00	\$ 88,230.00	\$ 4.95	\$ 87,347.70
12	5067041	TEMP SEDMT CONT FENCE (REMOVE)	17646	LF	\$ 1.00	\$ 17,646.00	\$ 2.00	\$ 35,292.00	\$ 2.00	\$ 35,292.00	\$ 2.00	\$ 35,292.00
13	5527004	WIRE FENCE (TY D)	7770	LF	\$ 30.00	\$ 233,100.00	\$ 13.00	\$ 101,010.00	\$ 30.00	\$ 233,100.00	\$ 13.95	\$ 108,391.50
14	5527006	GATE (TY I)	8	EA	\$ 2,800.00	\$ 22,400.00	\$ 3,500.00	\$ 28,000.00	\$ 1,000.00	\$ 8,000.00	\$ 1,010.00	\$ 8,080.00
NON-BID ITEMS TO BE INCLUDED IN BID AND CONTRACT AMOUNT. DO NOT MAKE CHANGES TO THIS SECTION.												
15	999-WC01	FORCE ACCOUNT	40000	DOL	\$ 1.00	\$ 40,000.00	1	\$ 40,000.00	\$ 1.00	\$ 40,000.00	\$ 1.00	\$ 40,000.00
TOTAL COST ADJUSTED FOR CORRECTNESS					\$ 1,422,258.00		\$ 1,253,832.00		\$ 1,335,170.00		\$ 1,618,319.80	
ACTUAL BID PROPOSAL							\$1,253,832.00		\$1,335,170.00		\$1,618,319.80	
ADJUSTMENT DIFFERENCE							\$0.00		\$0.00		\$0.00	
Acknowledgement of Addendum								Y		N		Y
Bid Affidavit								Y		N		N
Bidder References (Minimum of Three)								Y		Y		Y
Conflict of Interest Questionnaire								Y		Y		Y

November 20, 2024



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

Attention: Kerstin Hancock
Deputy Purchasing Agent

Re: Williamson County Road Bond Program
Bagdad Road ROW Clearing Project
Williamson County Project No. 25IFB6
Recommendation of Contractor Award

Dear Ms. Hancock,

Please find attached the bid tabulation for the subject-referenced project. The bids have been reviewed and the apparent low bid (Rotten Apples Services, LLC) was found to be responsive and materially balanced. Following is a summary of the bid totals:

1. Rotten Apples Services, LLC	\$1,253,832.00
2. Austin Filter Systems, Inc.	\$1,335,170.00
3. Gage & Cade Construction, LLC	\$1,618,319.80

The lowest bidder was \$168,426.00 lower than the Engineers Estimate, a cost savings of 11.84%. The bidding was competitive with the lowest two bidders being within 6.5% of each other.

In addition to meeting the bid qualifications subject to being the low bidder, Rotten Apples Services, LLC has completed projects with similar scope of work in Central Texas to South Texas. Based on the references submitted by the bidder, we concur with the recommendation of the Design Engineer, BinkleyBarfield | DCCM, for award of the Bagdad Road ROW Clearing Project contract to Rotten Apples Services, LLC in the amount of \$1,253,832.00.

Please feel free to contact our office with any questions.

Respectfully Submitted,

HNTB Corporation



Oscar Salazar-Bueno, P.E.

VIA E-MAIL

Attachments: Bid Tabulation Analysis, Engineer's Letter of Recommendation, Standard Agreement, Form 1295

Cc: Judge Gravell, Williamson County Judge
Commissioner Cook, Williamson County, Pct. 1
Commissioner Long, Williamson County, Pct. 2
Commissioner Covey, Williamson County, Pct. 3
Commissioner Boles, Williamson County, Pct. 4
Robert B. Daigh, Williamson County
Matt Williamson, Williamson County
Adam Boatright, Williamson County
Terron Evertson, Williamson County
Christen Eschberger, HNTB Corporation

November 19, 2024

Robert Martinez, PE
 HNTB Corporation
 200 W. 6th Street, Suite 2400
 Austin, TX 78701

**Re: Bagdad Road Right of Way Clearing Project
 Williamson County Project No. 25IFB6
 Recommendation of Contractor Award**

Dear Mr. Martinez:

BinkleyBarfield | DCCM is pleased to provide this bid award recommendation letter for the Bagdad Road Right of Way Clearing Project. Bids were received by the County electronically on November 19, 2024.

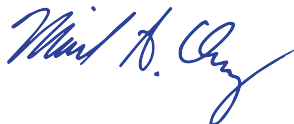
The 3 bids are summarized below and compared in the attached detailed bid tabulation.

#	BIDDER	AMOUNT
1	Austin Filter Systems, Inc.	\$1,335,170.00
2	Rotten Apples Services, LLC	\$1,253,832.00
3	Gage & Cade Construction, LLC	\$1,618,319.80

BinkleyBarfield | DCCM recommends awarding the Contract the apparent low bidder offering the best value to the County, including required qualifications, **Rotten Apples Services, LLC** in the amount of **\$1,253,832.00**.

Attached is a summary of lump sum bid totals included for your reference. Please review at your earliest convenience. If you have any questions or need additional information, please contact me at mchavez@binkleybarfield.com or at (512) 292-0006.

Sincerely,



Michael A. Chavez, P.E.
 Project Engineer
mchavez@binkleybarfield.com

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Rotten Apples Services LLC
 San Antonio, TX United States

Certificate Number:
 2024-1240964

Date Filed:
 11/19/2024

Date Acknowledged:

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 25IFD6
 Bagdad Road Right of Way Clearing Project

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

5 Check only if there is NO Interested Party.

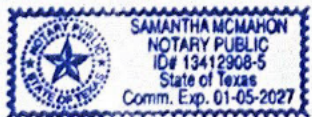
6 UNSWORN DECLARATION

My name is Luis Apolinar, and my date of birth is [REDACTED]

My address is [REDACTED] (street) [REDACTED] (city) [REDACTED] (state) [REDACTED] (zip code) [REDACTED] (country)

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

Executed in Bexar County, State of Texas, on the 19 day of November 20 24.
 (month) (year)



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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

Certificate Number:
 2024-1240964

Date Filed:
 11/19/2024

Date Acknowledged:
 11/20/2024

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Rotten Apples Services LLC
 San Antonio, 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.
 25IFD6
 Bagdad Road Right of Way Clearing Project

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

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

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

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

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

 Signature of authorized agent of contracting business entity
 (Declarant)

Commissioners Court - Regular Session

56.

Meeting Date: 11/26/2024

Ronald Reagan Widening purchase contract

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a real estate contract with Rio Ranch Texas, LLC, a Texas limited liability company, to acquire right of way totaling 1.0051 acres and a waterline easement totaling 0.6718 acres required for the Ronald Reagan widening project (parcels 48, 48E and 47E part 9). Funding Source: Road Bonds P336

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

contract

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 11/21/2024

Reviewed By

Becky Pruitt

Date

11/21/2024 02:27 PM

Started On: 11/20/2024 09:12 AM

REAL ESTATE CONTRACT

Ronald Reagan Widening Right of Way + Waterline Easement

THIS REAL ESTATE CONTRACT (“Contract”) is made by and between **RIO RANCH TEXAS LLC, a Texas limited liability company** (referred to in this Contract as “Seller”, whether one or more) and **WILLIAMSON COUNTY, TEXAS**, on behalf of itself regarding the fee purchase of Parcels 48P1 and 48P2, and on behalf of the City of Georgetown (“City”) pursuant to the terms of that certain Interlocal Agreement with respect to easement interest purchase of Parcels 48E and 47EP9, as such parcels are hereinafter described (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 or easement interests in tracts of land described as follows:

Lot 19, Block D, RIO RANCH, a subdivision in the City Liberty Hill, Williamson County, Texas, according to the map or plat of record in Document Number 2022130163 of the Official Public Records of Williamson County, Texas, as depicted on Exhibit “A” attached hereto and incorporated herein (**Parcel 48P1**); and

All of that certain 0.0991 acre (4,318 square foot) tract of land situated in the B. Manlove Survey, Abstract No. 417, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit “B” attached hereto and incorporated herein (**Parcel 48P2**); and

Waterline easement interest only to the City of Georgetown, Texas in and across that certain 0.6357 acre (27,639 square foot) tract of land situated in the B. Manlove Survey, Abstract No. 417, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit “C” attached hereto and incorporated herein (**Parcel 48E**); and

Waterline easement interest only to the City of Georgetown, Texas in and across that certain 0.0361 acre (1,574 square foot) tract of land situated in the B. Manlove Survey, Abstract No. 417, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit “D” attached hereto and incorporated herein (**Parcel 47EPart9**);

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 Sales Price for the fee simple portion of the Property interests described in Exhibits A & B, any improvements on the Property, and any cost of cure or damage to the remaining property of Seller, shall be the sum of TWO HUNDRED EIGHTEEN THOUSAND NINE HUNDRED TWENTY-FIVE and 00/100 Dollars (\$218,925.00) (the “Sales Price”).

2.01.1. The Easement Price for the waterline easement interest portion of the Property interests described in Exhibits C & D to be conveyed to the City of Georgetown, Texas, any improvements on the Property, and any cost of cure of damage to the remaining property of Seller from this portion of the acquisition, shall be the sum of SEVENTY-THREE THOUSAND ONE HUNDRED SIXTY-EIGHT and 00/100 Dollars (\$73,168.00) (the “Easement Price”, together with the Sales Price, the “Purchase Price”).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other readily available funds on the Closing Date.

Special Provisions

2.03. Potential Driveway Location. By execution of this Agreement, Purchaser acknowledges that the remaining property of Seller (the “*Seller’s Other Property*”) is subject to driveway location spacing and sight distance analysis under current Williamson County access management rules (the “*Access Rules*”). Any driveway permit sought by Seller for access to Seller’s Other Property to Ronald Reagan Boulevard shall require application, review and approval from the County Road & Bridge Department per applicable driveway/access design requirements all as promulgated under the Access Rules, including but not limited to a possible right turn deceleration lane. If and when Ronald Reagan is expanded to four (4) lanes, *but not before*, any driveway for the benefit of Seller’s Other Property shall be restricted to right turn in/right turn out. (the “*Right Turn Requirements*”). For the avoidance of doubt, the Right Turn Requirements shall *only* be a condition for a driveway permit to service Seller’s Other Property if such permit application is submitted after the completion of NB Ronald Reagan as depicted on Exhibit A (the “*Ronald Reagan Expansion*”) with any application for driveway permit before the Ronald Reagan Expansion not being subject to the Right Turn Requirements for initial installation, but in any event shall otherwise become subject to the Right Turn Requirements upon construction of the Ronald Reagan Expansion.

**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 Date).

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 Date.

**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.

**ARTICLE V
CLOSING**

Closing Date

5.01. The closing shall be held at the office of Texas National Title Company on or before November 7, 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. As of the Closing Date 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 Exhibits A & B, and deliver a duly executed and acknowledged Water Line Easement (the "Easement"), conveying such interest in the Property described in Exhibits C & D to the City of Georgetown, Texas as Grantee, all 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 "E" attached hereto and incorporated herein. The Easement shall be in the form as shown in Exhibit "F" 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 each 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 at the sole cost and expense of Purchaser.
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable at the sole cost and expense of Purchaser; 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. As of the Closing Date, 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 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 Date 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 any and all endorsements 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: (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 \$5,000 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.

8.08. Intentionally omitted.

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 15, 2024 to enter and possess the Property prior to the Closing Date for the purpose of completing any and all necessary testing and waterline utility relocation only associated with the proposed Ronald Reagan Widening 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.

SELLER:

Rio Ranch Texas LLC, a Texas limited liability company

By: Texas IRAJ LLC, a Texas limited liability company,
its Managing Member

By: G. Mallik Kattula

Name: Mallik Gilakattula

Its: Manager

Date: 11/15/2024

Address: 3220 Prentiss Lane, Leander, TX, 78641

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

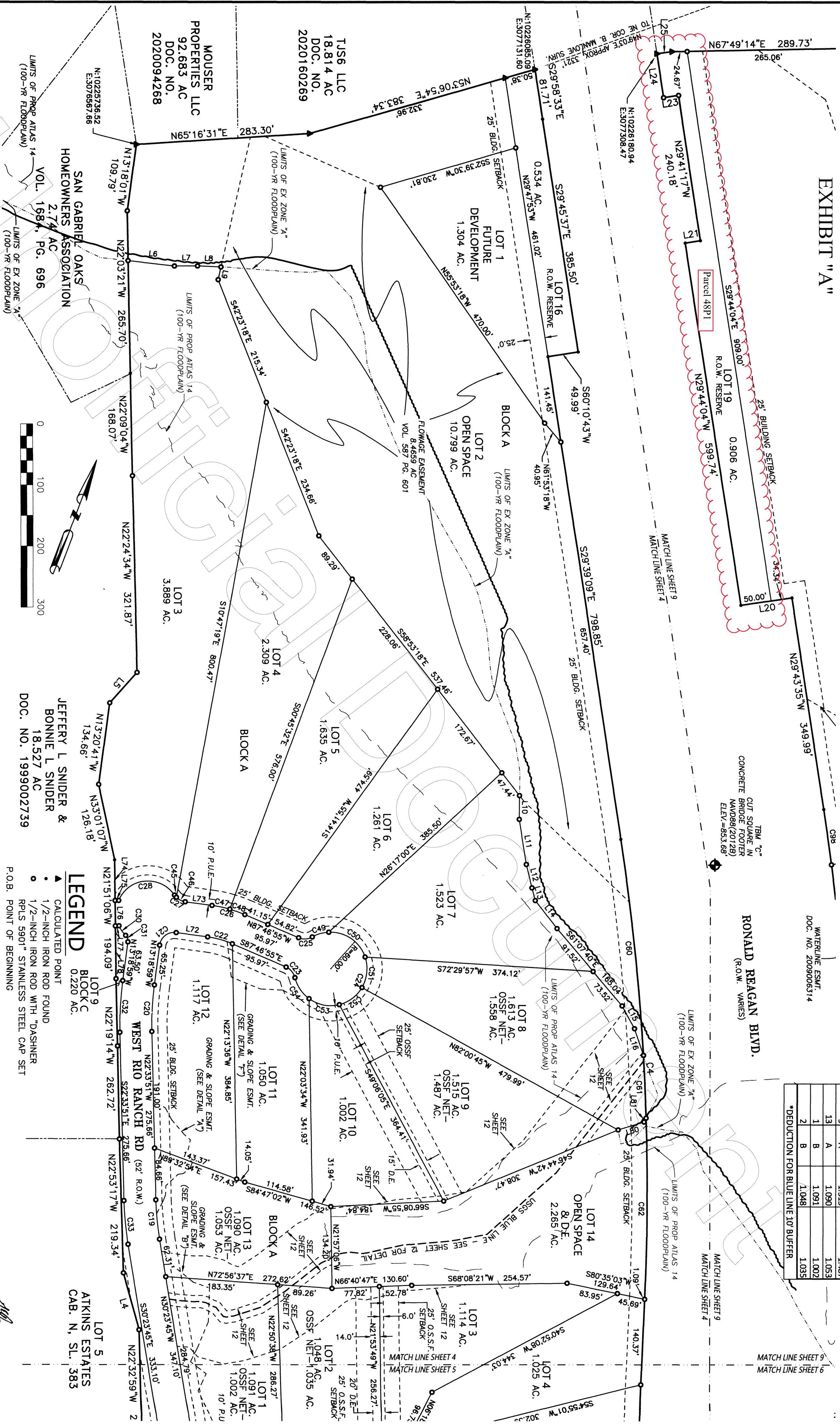
Date: _____

RIO RANCH
 226.102 ACRES OUT OF THE B. MANLOVE SURVEY ABSTRACT NO. 417
 WILLIAMSON COUNTY, TEXAS.

EXHIBIT "A"

LOT	BLK	TOT AREA	NET AREA*
8	A	1.613	1.558
9	A	1.515	1.487
13	A	1.090	1.053
1	B	1.091	1.002
2	B	1.048	1.035

*DEDUCTION FOR BLUE LINE 10' BUFFER



JEFFERY L SNIDER &
 BONNIE L SNIDER
 18,527 AC
 DOC. NO. 1999002739

LEGEND
 LOT 9 BLOCK C
 0.220 AC.
 ▲ CALCULATED POINT
 • 1/2-INCH IRON ROD FOUND
 • 1/2-INCH IRON ROD WITH "D" DASHNER
 RPLS 5901" STAINLESS STEEL CAP SET
 P.O.B. POINT OF BEGINNING

OWNER: **Rio Ranch Texas, LLC**
 SURVEYOR: ABRAM DASHNER, RPLS
 NUMBER OF BLOCKS: 5
 LINEAR FEET OF NEW STREETS: 5,925 LF
 SUBMITTAL DATE: 01/10/2022
 PATENT SURVEY: B. MANLOVE, ABS. 417
 NUMBER OF LOTS BY TYPE: DEVELOPMENT - 55

CHECKED BY: *AD*
 JOB NUMBER: 174-02
 ISSUE DATE: 01/10/2022
 SHEET: 4 OF 12
 REVISED: 10/26/2022

FILE: T:\ABRAM DASHNER RPLS\174-02\174-02PLAT.DWG PLOTTED BY: TAYLOR R. SMITH PLOTTED ON: 10/26/22 8:37:48 AM
 MOUSER PROPERTIES LLC
 92,683 AC
 DOC. NO. 2020094268
 TJS6 LLC
 18,814 AC
 DOC. NO. 2020160269
 SAN GABRIEL OAKS HOMEOWNERS ASSOCIATION
 2.74 AC
 VOL. 168, PG. 696
 LIMITS OF PROP ATLAS 14 (100-YR FLOODPLAIN)
 LIMITS OF EX ZONE "A" (100-YR FLOODPLAIN)
 WEST RIO RANCH RD (52' R.O.W.)
 RONALD REAGAN BLVD. (R.O.W. VARIES)
 CONCRETE BRIDGE FOOTER NAD088(2012B) ELEV.=853.68
 TM "C" CUT SQUARE IN NAD088(2012B) ELEV.=853.68
 WATERLINE ESMT. DOC. NO. 2009006314
 ATKINS ESTATES CAB. N, SL. 383
 Rio Ranch Texas, LLC
 ABRAM DASHNER, RPLS
 NUMBER OF BLOCKS: 5
 LINEAR FEET OF NEW STREETS: 5,925 LF
 SUBMITTAL DATE: 01/10/2022
 PATENT SURVEY: B. MANLOVE, ABS. 417
 NUMBER OF LOTS BY TYPE: DEVELOPMENT - 55
 CHECKED BY: *AD*
 JOB NUMBER: 174-02
 ISSUE DATE: 01/10/2022
 SHEET: 4 OF 12
 REVISED: 10/26/2022

County: Williamson
Parcel: 48 Part 2 – Rio Ranch Texas, LLC
Highway: Ronald Reagan Boulevard

EXHIBIT **B**
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.0991 OF ONE ACRE (4,318 SQUARE FEET) PARCEL OF LAND SITUATED IN THE B. MANLOVE SURVEY, ABSTRACT NO. 417, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 18, BLOCK D, RIO RANCH, A SUBDIVISION OF RECORD IN DOCUMENT NO. 2022130163 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), CONVEYED TO RIO RANCH TEXAS, LLC IN A GENERAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NO. 2021113730 OF SAID O.P.R.W.C.T., SAID 0.0991 OF ONE ACRE (4,318 SQUARE FEET) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch rebar found in the existing East Right-of-Way (ROW) line of Ronald Reagan Boulevard (Variable Width ROW) and the common West line of said Lot 18, Block D, 185.10 feet Right of Ronald Reagan Baseline Station 629+05.84, from which a 1/2-inch rebar found in the existing East ROW line of Ronald Reagan Boulevard and the common West line of said Lot 18, Block D, bears South 29°41'24" East a distance of 350.13 feet;

THENCE South 60°18'38" West with the existing East ROW of said Ronald Reagan Boulevard and the common West line of said Lot 18, Block D, a distance of 29.90 feet to a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set in the proposed East ROW of Ronald Reagan Boulevard, for the **POINT OF BEGINNING** of the herein described tract, 155.20 feet to the Right of Ronald Reagan Baseline Station 629+05.84 (Grid Coordinates: N=10,225,414.95, E= 3,077,808.30);

1. **THENCE South 60°18'38" West** continuing with the existing East ROW of said Ronald Reagan Boulevard and the common west line of said Lot 18, Block D, a distance of **5.10'** to a Calculated Point, for a West corner of said Lot 18, Block D and the common Southeast corner of Lot 19, Block D, said RIO RANCH SUBDIVISION, 150.10 feet Right of Ronald Reagan Baseline Station 629+05.84;
2. **THENCE North 29°41'24" West** with the West line of said Lot 18, Block D and the common East line of said Lot 19, Block D, a distance of **913.45** feet to a Calculated Point, in the approximate centerline of the North Fork of the San Gabriel River for the North line of said Lot 18, Block D and the common South line of a called 42.000 acre tract of land described in a General Warranty Deed with Vendor's Lien to Highpointe Estate, Inc., recorded in Document No. 2018024178 of said O.P.R.W.C.T., 150.10 feet Right of Ronald Reagan Baseline Station 638+19.29;
3. **THENCE North 64°56'23" East** with the North line of said Lot 18, Block D and the common South line of said 42.000 acre tract and being the approximate centerline of said North Fork of the San Gabriel River, a distance of **4.37** feet to a Calculated Point in the proposed East ROW line of said Ronald Reagan Boulevard, 154.46 feet Right of Ronald Reagan Baseline Station 638+18.94;



County: Williamson
Parcel: 48 Part 2 – Rio Ranch Texas, LLC
Highway: Ronald Reagan Boulevard

4. **THENCE South 29°44'11" East** over and across said Lot 18, Block D and with the proposed East ROW of said Ronald Reagan Boulevard, at 95.00' passing a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set, 154.54 feet Right of Ronald Reagan Baseline Station 637+23.94 and continuing for a total distance of **913.09** feet to the **POINT OF BEGINNING**, containing 0.0991 of one acre (4,318 Square Feet) of land more or less.

This property description is accompanied by a separate plat of even date.

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). 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.

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

That I, Frank W. Funk, 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 was determined by a survey made on the ground under my direct supervision.

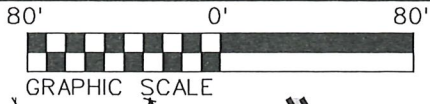
 07/10/2024



Frank W. Funk
Registered Professional Land Surveyor
State of Texas No. 6803
Landesign Services, Inc.
FIRM 10001800
10090 W Highway 29
Liberty Hill, Texas 78642



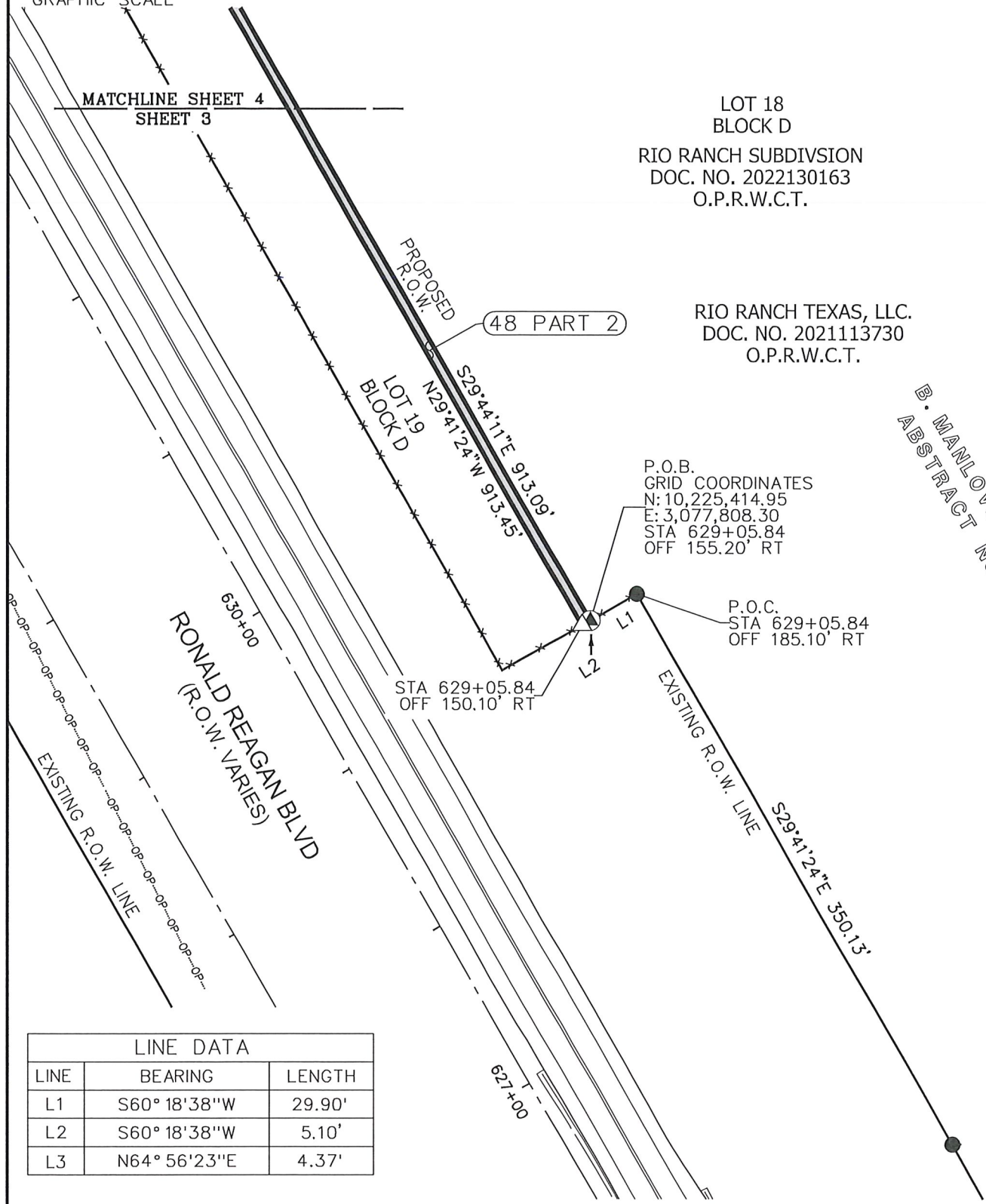
PLAT TO ACCOMPANY PARCEL DESCRIPTION



LOT 18
BLOCK D
RIO RANCH SUBDIVISION
DOC. NO. 2022130163
O.P.R.W.C.T.

RIO RANCH TEXAS, LLC.
DOC. NO. 2021113730
O.P.R.W.C.T.

B. MANLOVE SURVEY
ABSTRACT No. 417



LINE DATA		
LINE	BEARING	LENGTH
L1	S60° 18'38"W	29.90'
L2	S60° 18'38"W	5.10'
L3	N64° 56'23"E	4.37'

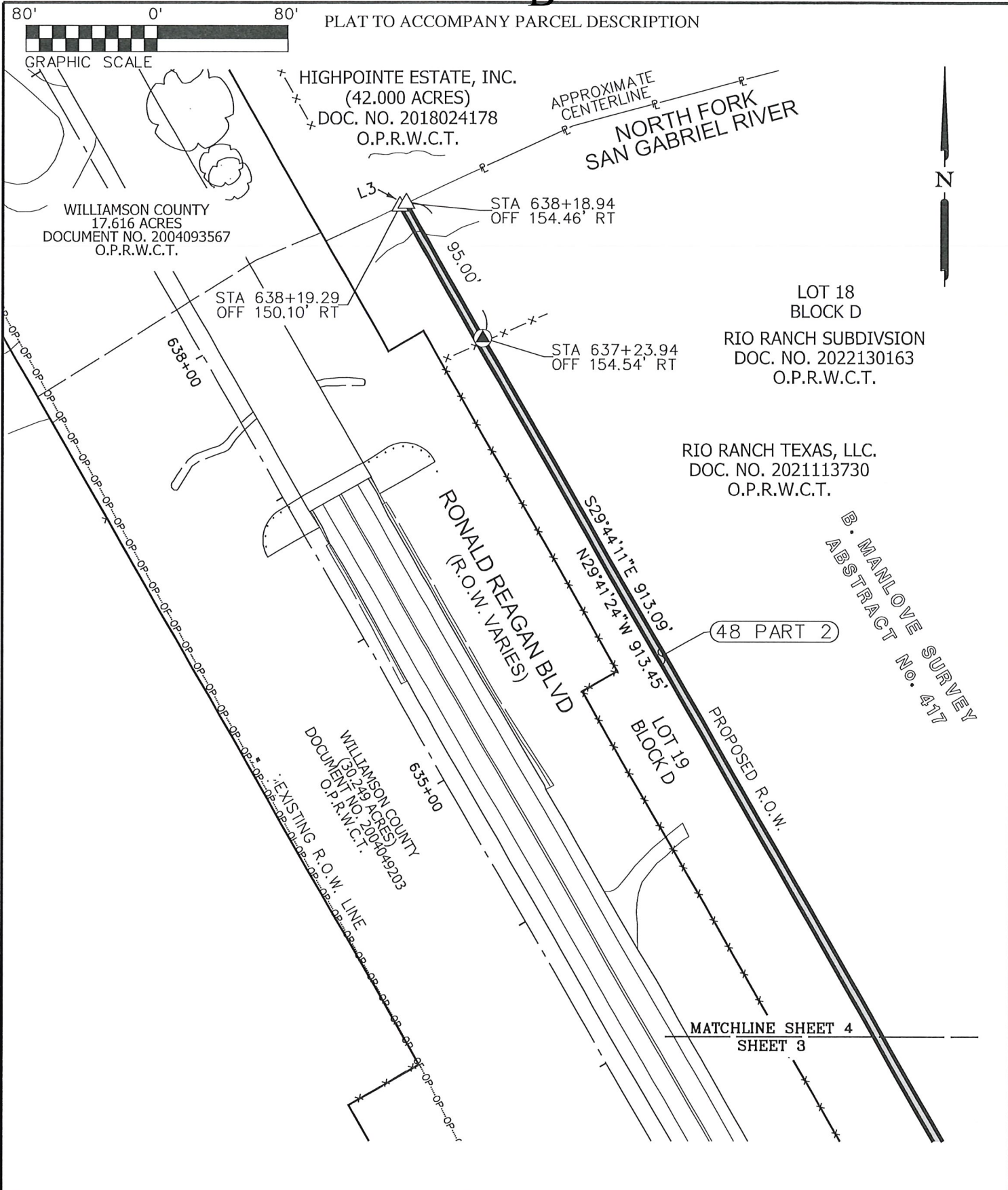
LSI LANDESIGN SERVICES, INC. ★
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF RIO RANCH TEXAS, LLC		07/10/2024
SCALE 1" = 80'	PROJECT RONALD REAGAN	COUNTY WILLIAMSON

PARCEL 48
PART 2
0.0991 ACRES
4,318 Sq. Ft.
SHEET 3 OF 5

EXHIBIT 'B'

PLAT TO ACCOMPANY PARCEL DESCRIPTION



LSI LANDESIGN SERVICES, INC.
 10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
 TBPELS FIRM NO. 10001800
 512-238-7901

PARCEL PLAT SHOWING PROPERTY OF RIO RANCH TEXAS, LLC		
SCALE 1" = 80'	PROJECT RONALD REAGAN	COUNTY WILLIAMSON

07/10/2024
 PARCEL 48
 PART 2
 0.0991 ACRES
 4,318 Sq. Ft.
 SHEET 4 OF 5

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

- △ CALCULATED POINT
- ⊙ 1/2-INCH REBAR WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET (UNLESS OTHERWISE NOTED)
- 1/2-INCH REBAR FOUND (UNLESS OTHERWISE NOTED)
- ⊙ 1/2-INCH REBAR FOUND WITH CAP STAMPED "QUICK INC RPLS 6447" (UNLESS OTHERWISE NOTED)
- O.P.R.W.C.T OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- P.O.C. POINT OF COMMENCING
- P.O.B. POINT OF BEGINNING
- R.O.W. RIGHT OF WAY
- () RECORD INFORMATION
- |— PROPERTY LINE
- x—x—x— WIRE FENCE

NOTES:


1. BEARINGS SHOWN HEREON ARE ORIENTED TO GRID NORTH. COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 2011 ADJUSTMENT), CENTRAL ZONE [FEDERAL INFORMATION PROCESSING STANDARD (FIPS) 4203].
2. DISTANCES AND AREAS SHOWN HEREON ARE PROJECT SURFACE VALUES EXPRESSED IN U.S. SURVEY FEET. THE PROJECT GRID-TO-SURFACE COMBINED SURFACE ADJUSTMENT FACTOR IS 1.00012.
3. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PARCEL PLAT.
4. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

STATE OF TEXAS:
WILLIAMSON COUNTY:

THIS SURVEY PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION.

Frank W. Funk 07/10/2024
FRANK W. FUNK DATE
RPLS 6803



 10090 W HIGHWAY 29 LIBERTY HILL, TX 78642 TBPOLS FIRM NO. 10001800 512-238-7901	PARCEL PLAT SHOWING PROPERTY OF RIO RANCH TEXAS, LLC		07/10/2024 PARCEL 48 PART 2 0.0991 ACRES 4,318 Sq. Ft.
	SCALE 1" = 100'	PROJECT RONALD REAGAN	COUNTY WILLIAMSON

County: Williamson
Parcel: 48E – Rio Ranch Texas, LLC
Highway: Ronald Reagan Boulevard

EXHIBIT **C**
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.6357 OF ONE ACRE (27,693 SQUARE FEET) PARCEL OF LAND SITUATED IN THE B. MANLOVE SURVEY, ABSTRACT NO. 417, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 18, BLOCK D, RIO RANCH, A SUBDIVISION OF RECORD IN DOCUMENT NO. 2022130163 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), CONVEYED TO RIO RANCH TEXAS, LLC IN A GENERAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NO. 2021113730 OF SAID O.P.R.W.C.T., SAID 0.6357 OF ONE ACRE (27,693 SQUARE FEET) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a Calculated Point, 184.11 feet Right of Ronald Reagan Baseline Station 624+64.40 (Grid Coordinates: N= 10,226,272.82, E= 3,078,421.40) in the existing East Right-of-Way (ROW) line of Ronald Reagan Boulevard (Variable Width ROW) for the Southwest corner of said Lot 18, Block D and the common most Westerly Northwest corner of Lot 17, Block D, of said RIO RANCH;

THENCE with the existing East ROW of said Ronald Reagan Boulevard and the common West line of said Lot 18, the following three (3) courses and distances:

1. Along a curve to the **Left** having a radius of **4,185.00** feet, an arc length of **91.33** feet, a delta angle of **01°15'01"**, and a chord which bears **North 29°03'53" West**, a distance of **91.33** feet to a 1/2-inch rebar found, 185.10 feet to the Right of Ronald Reagan Baseline Station 625+55.71;
2. **North 29°41'24" West** a distance of **350.13** feet to a 1/2-inch rebar found, 185.10 feet Right of Ronald Reagan Baseline Station 629+05.84; and
3. **South 60°18'38" West** a distance of **29.90** feet 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set in the proposed East ROW of Ronald Reagan Boulevard, 155.20 feet to the Right of Ronald Reagan Baseline Station 629+05.84;
4. **THENCE North 29°44'11" West** over and across said Lot 18, Block D and with the proposed East ROW of said Ronald Reagan Boulevard, a distance of **913.09** feet to a Calculated Point, in the approximate centerline of the North Fork of the San Gabriel River for the North line of said Lot 18, Block D and the common South line of a called 42.000 acre tract of land described in a General Warranty Deed with Vendor's Lien to Highpointe Estate, Inc., recorded in Document No. 2018024178 of said O.P.R.W.C.T., 154.46 feet Right of Ronald Reagan Baseline Station 638+18.94;
5. **THENCE North 64°56'23" East** with the North line of said Lot 18, Block D and the common South line of said 42.000 acre tract and being the approximate centerline of said North Fork of the San Gabriel River, a distance of **20.07** feet to a Calculated Point, 174.46 feet Right of Ronald Reagan Baseline Station 638+17.32;



County: Williamson
Parcel: 48E – Rio Ranch Texas, LLC
Highway: Ronald Reagan Boulevard

THENCE over and across said Lot 18, the following four (4) courses and distances:

6. **South 29°44'11" East** a distance of **891.47** feet to a Calculated Point, 175.18 feet Right of Ronald Reagan Baseline Station 629+25.84;
7. **North 60°18'38" East** a distance of **29.92** feet to a Calculated Point, 205.10 feet Right of Ronald Reagan Baseline Station 629+25.84;
8. **South 29°41'24" East** a distance of **370.13** feet to a Calculated Point, 205.10 feet Right of Ronald Reagan Baseline Station 625+55.71; and
9. Along a curve to the **Right** having a radius of **4,205.00** feet, an arc length of **90.20** feet, a delta angle of **01°13'44"**, and a chord which bears **South 29°04'31" East**, a distance of **90.20** feet to a Calculated Point in the South line of said Lot 18, Block D and the common North line of said Lot 17, Block D, 204.14 feet Right of Ronald Reagan Baseline Station 624+65.52;
10. **THENCE South 57°04'17" West** with the South line of said Lot 18, Block D and the common North line of said Lot 17, Block D, a distance of **20.06** feet to the **POINT OF BEGINNING**, containing 0.6357 of one acre (27,693 Square Feet) of land more or less.

This property description is accompanied by a separate plat of even date.

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). 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.

THE STATE OF TEXAS §

§ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON §

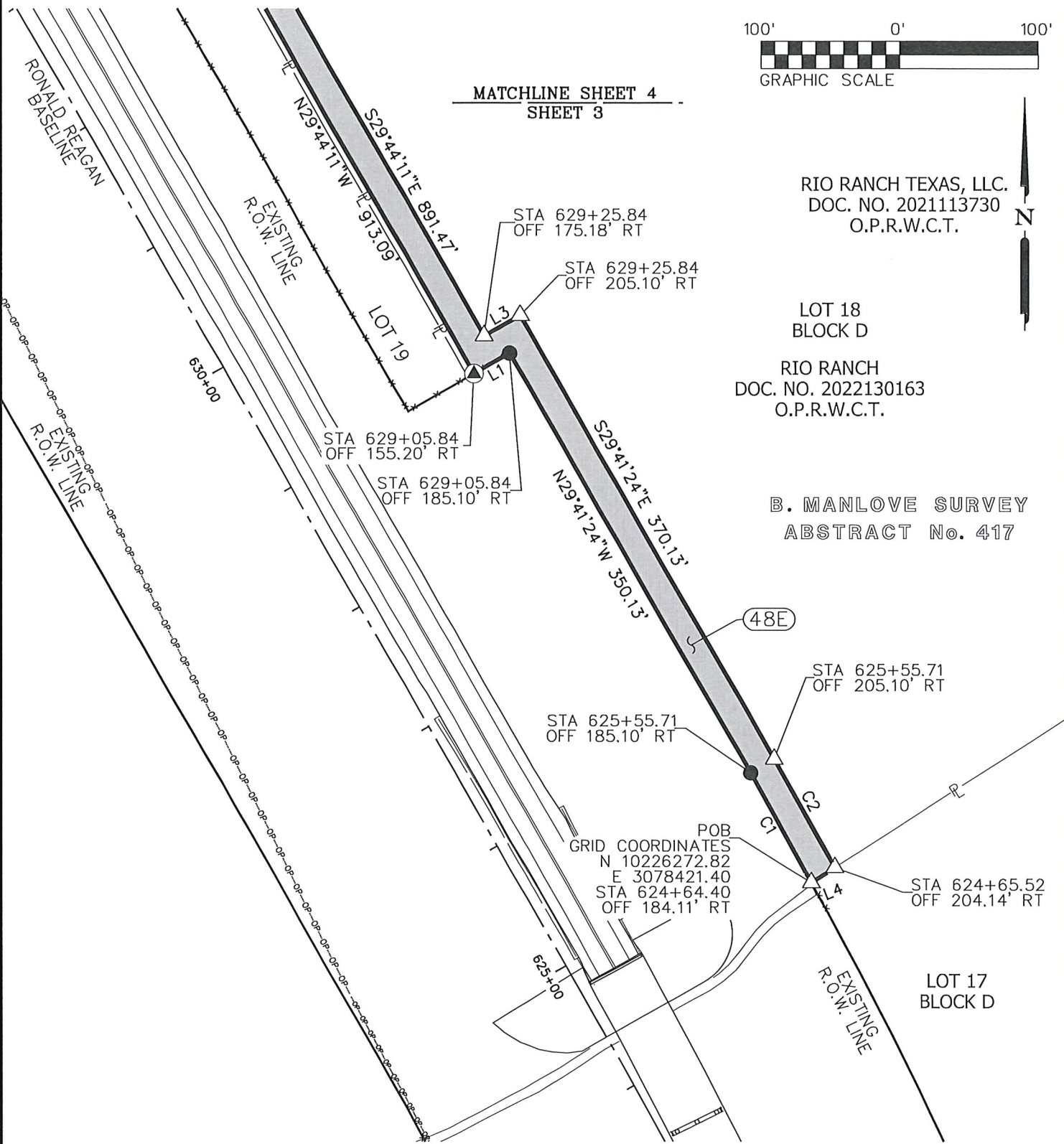
That I, Frank W. Funk, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described was determined by a survey made on the ground under my direct supervision.

 06/26/2024

Frank W. Funk
Registered Professional Land Surveyor
State of Texas No. 6803
Landesign Services, Inc.
FIRM 10001800
10090 W Highway 29
Liberty Hill, Texas 78642



PLAT TO ACCOMPANY PARCEL DESCRIPTION



RIO RANCH TEXAS, LLC.
DOC. NO. 2021113730
O.P.R.W.C.T.

LOT 18
BLOCK D

RIO RANCH
DOC. NO. 2022130163
O.P.R.W.C.T.

B. MANLOVE SURVEY
ABSTRACT No. 417

(48E)

LOT 17
BLOCK D

LSI LANDESIGN SERVICES, INC.

10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF
RIO RANCH TEXAS, LLC.

06/26/2024

PARCEL 48E
0.6357 ACRES
27,693 Sq. Ft.

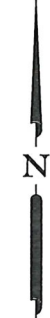
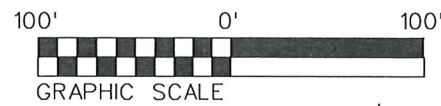
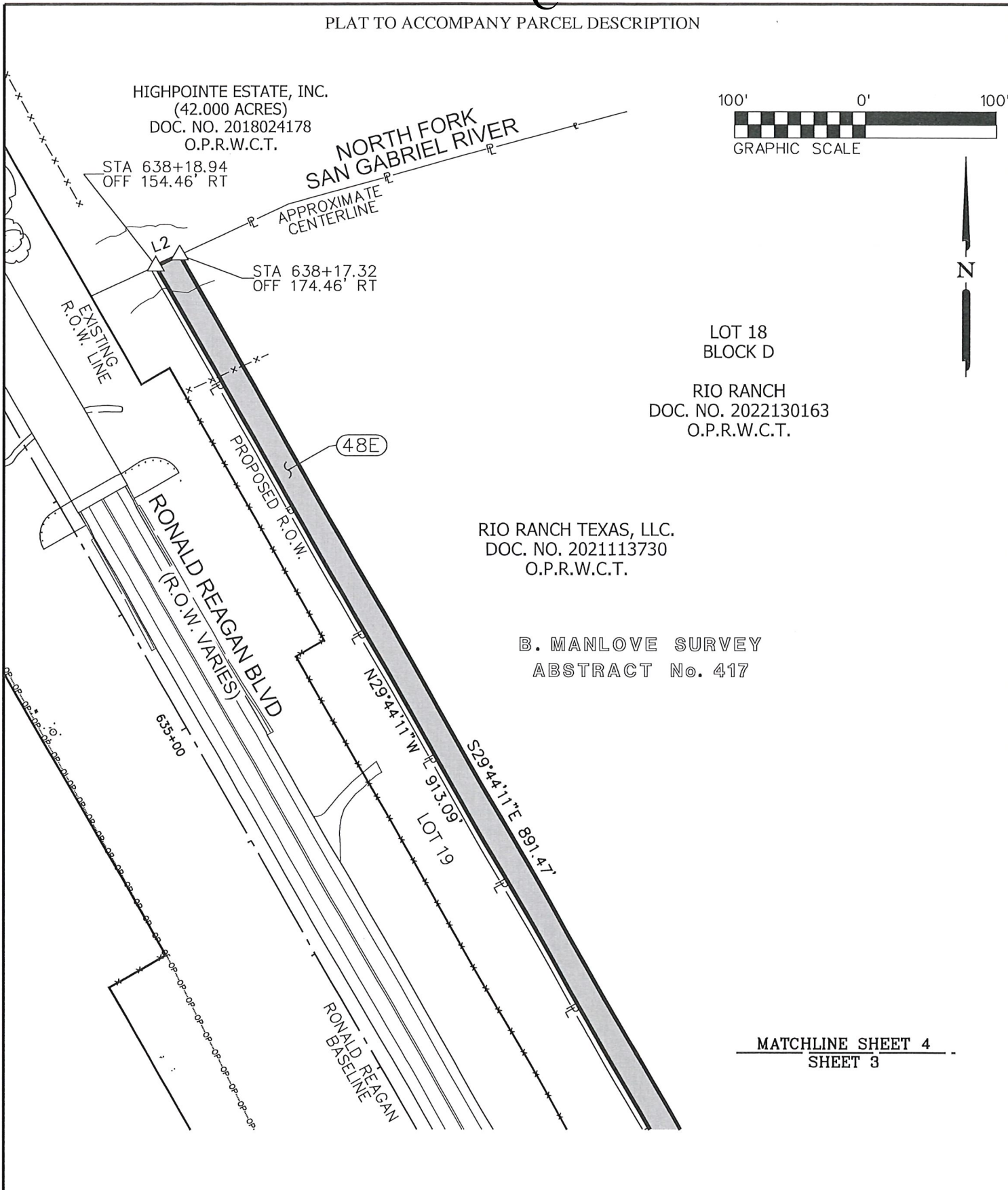
SCALE
1" = 100'

PROJECT
RONALD REAGAN

COUNTY
WILLIAMSON

SHEET 3 OF 5

PLAT TO ACCOMPANY PARCEL DESCRIPTION



LOT 18
BLOCK D

RIO RANCH
DOC. NO. 2022130163
O.P.R.W.C.T.

RIO RANCH TEXAS, LLC.
DOC. NO. 202113730
O.P.R.W.C.T.

B. MANLOVE SURVEY
ABSTRACT No. 417

MATCHLINE SHEET 4
SHEET 3

LSI LANDESIGN SERVICES, INC. 
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF
RIO RANCH TEXAS, LLC.

06/26/2024

PARCEL 48E
0.6357 ACRES
27,693 Sq. Ft.

SCALE
1" = 100'

PROJECT
RONALD REAGAN

COUNTY
WILLIAMSON

SHEET 4 OF 5

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LINE DATA		
LINE	BEARING	LENGTH
L1	S60° 18'38"W	29.90'
L2	N64° 56'23"E	20.07'
L3	N60° 18'38"E	29.92'
L4	S57° 04'17"W	20.06'

CURVE DATA				
CURVE	Δ	RADIUS	LENGTH	CHORD
C1	01° 15'01"	4185.00'	91.33'	N29° 03'53"W 91.33'
C2	01° 13'44"	4205.00'	90.20'	S29° 04'31"E 90.20'

NOTES:

1. BEARINGS SHOWN HEREON ARE ORIENTED TO GRID NORTH. COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 2011 ADJUSTMENT), CENTRAL ZONE [FEDERAL INFORMATION PROCESSING STANDARD (FIPS) 4203].

2. DISTANCES AND AREAS SHOWN HEREON ARE PROJECT SURFACE VALUES EXPRESSED IN U.S. SURVEY FEET. THE PROJECT GRID-TO-SURFACE COMBINED SURFACE ADJUSTMENT FACTOR IS 1.00012.

3. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PARCEL PLAT.

4. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

LEGEND

- △ CALCULATED POINT
- 1/2-INCH REBAR FOUND (UNLESS OTHERWISE NOTED)
- ⊙ 1/2-INCH REBAR WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET (UNLESS OTHERWISE NOTED)
- O.P.R.W.C.T OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- R.O.W. RIGHT OF WAY
- () RECORD INFORMATION
- P — PROPERTY LINE

STATE OF TEXAS:
WILLIAMSON COUNTY:

THIS SURVEY PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION.

Frank W. Funk 06/26/2024
FRANK W. FUNK DATE
RPLS 6803



PARCEL PLAT SHOWING PROPERTY OF
RIO RANCH TEXAS, LLC.

06/26/2024

PARCEL 48E
0.6357 ACRES
27,693 Sq. Ft.



10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

SCALE
1" = 100'

PROJECT
RONALD REAGAN

COUNTY
WILLIAMSON

SHEET 5 OF 5

County: Williamson
Parcel: 47E PT 9 – Rio Ranch Texas, LLC
Highway: Ronald Reagan Boulevard

EXHIBIT **D**
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.0361 OF ONE ACRE (1,574 SQUARE FEET) PARCEL OF LAND SITUATED IN THE B. MANLOVE SURVEY, ABSTRACT NO. 417, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 17, BLOCK D, RIO RANCH, A SUBDIVISION OF RECORD IN DOCUMENT NO. 2022130163 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), CONVEYED TO RIO RANCH TEXAS, LLC IN A GENERAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED, IN DOCUMENT NO. 2021113730 OF SAID O.P.R.W.C.T., SAID 0.0361 OF ONE ACRE (1,574 SQUARE FEET) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a Calculated Point, 184.11 feet Right of Ronald Reagan Baseline Station 624+64.40 (Grid Coordinates: N= 10,226,272.82, E= 3,078,421.40) in the existing East Right-of-Way (ROW) line of Ronald Reagan Boulevard (Variable Width ROW) for the most Westerly Northwest corner of said Lot 17, Block D and the common Southwest corner of Lot 18, Block D said RIO RANCH, from which a 1/2-inch rebar found in the existing East ROW line of said Ronald Reagan Boulevard and the common West line of said Lot 18, Block D, bears along a curve to the Left having a radius of 4,185.00 feet, an arc length of 91.54 feet, a delta angle of 01°15'12", and a chord which bears North 28°58'48" West a distance of 91.54 feet;

1. **THENCE North 57°04'17" East** with the North line of said Lot 17, Block D and the common South line of said Lot 18, Block D, a distance of **20.06** feet to a Calculated Point, 204.14 feet Right of Ronald Reagan Baseline Station 624+65.52;

THENCE over and across said Lot 17, Block D, the following two (2) courses and distances:

2. Along a curve to the **Right** having a radius of **4,205.00** feet, an arc length of **79.52** feet, a delta angle of **01°05'00"**, and a chord which bears **South 27°55'09" East**, a distance of **79.51** feet to a Calculated Point, 201.98 feet Right of Ronald Reagan Baseline Station 623+88.13; and
3. **South 62°37'22" West** a distance of **20.00** feet to a Calculated Point in the existing East ROW line of said Ronald Reagan Boulevard and the common West line of said Lot 17, Block D, 181.99 feet Right of Ronald Reagan Baseline Station 623+88.72, from which a 1/2-inch rebar found in the existing East ROW line of said Ronald Reagan Boulevard and the common West line of said Lot 17, Block D, bears along a curve to the Right having a radius of 4185.00 feet, an arc length of 648.17 feet, a delta angle of 08°52'26", and a chord which bears South 22°56'49" East a distance of 647.52 feet;



County: Williamson
Parcel: 47E PT 9 – Rio Ranch Texas, LLC
Highway: Ronald Reagan Boulevard

4. **THENCE** along a curve to the **Left**, having a radius of **4,185.00** feet, an arc length of **77.57** feet, a delta angle of **01°03'43"**, and a chord which bears **North 27°54'30" West**, a distance of **77.57** feet to the **POINT OF BEGINNING**, containing 0.0361 of one acre (1,574 Square Feet) of land more or less.

This property description is accompanied by a separate plat of even date.

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). 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.

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

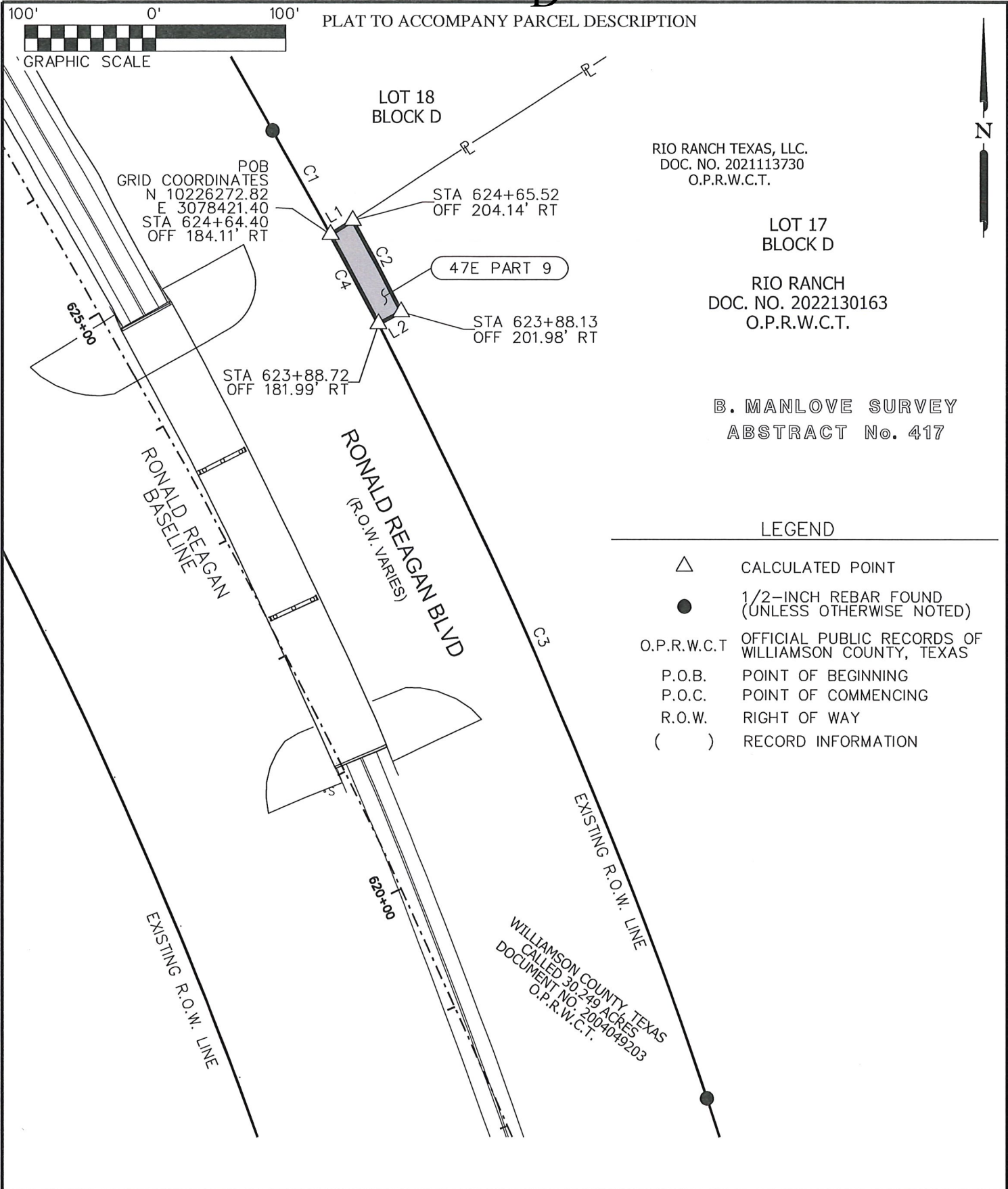
That I, Frank W. Funk, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described was determined by a survey made on the ground under my direct supervision.

 06/26/2024

Frank W. Funk
Registered Professional Land Surveyor
State of Texas No. 6803
Landesign Services, Inc.
FIRM 10001800
10090 W Highway 29
Liberty Hill, Texas 78642



PLAT TO ACCOMPANY PARCEL DESCRIPTION



LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF
RIO RANCH TEXAS, LLC.

06/26/2024

PARCEL 47E
PART 9
0.0361 ACRES
1,574 Sq. Ft.

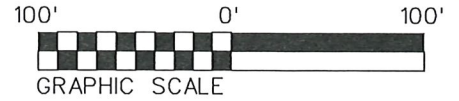
SCALE
1" = 100'

PROJECT
RONALD REAGAN

COUNTY
WILLIAMSON

SHEET 3 OF 4

PLAT TO ACCOMPANY PARCEL DESCRIPTION



LINE DATA		
LINE	BEARING	LENGTH
L1	N57° 04'17"E	20.06'
L2	S62° 37'22"W	20.00'



CURVE DATA				
CURVE	Δ	RADIUS	LENGTH	CHORD
C1	01° 15'12"	4185.00'	91.54'	N28° 58'48"W 91.54'
C2	01° 05'00"	4205.00'	79.52'	S27° 55'09"E 79.51'
C3	08° 52'26"	4185.00'	648.17'	S22° 56'49"E 647.52'
C4	01° 03'43"	4185.00'	77.57'	N27° 54'30"W 77.57'

NOTES:

1. BEARINGS SHOWN HEREON ARE ORIENTED TO GRID NORTH. COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 2011 ADJUSTMENT), CENTRAL ZONE [FEDERAL INFORMATION PROCESSING STANDARD (FIPS) 4203].

2. DISTANCES AND AREAS SHOWN HEREON ARE PROJECT SURFACE VALUES EXPRESSED IN U.S. SURVEY FEET. THE PROJECT GRID-TO-SURFACE COMBINED SURFACE ADJUSTMENT FACTOR IS 1.00012.

3. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PARCEL PLAT.

4. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

STATE OF TEXAS:
WILLIAMSON COUNTY:

THIS SURVEY PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION.

Frank W. Funk 06/26/2024
FRANK W. FUNK DATE
RPLS 6803



LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF
RIO RANCH TEXAS, LLC

06/26/2024
PARCEL 47E
PT 9
0.0361 ACRES
1,574 Sq. Ft.

SCALE
1" = 100'

PROJECT
RONALD REAGAN

COUNTY
WILLIAMSON

SHEET 4 OF 4

EXHIBIT "E"

Parcel 48 Part 1&2

DEED

Ronald Reagan Boulevard Segment B 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 **RIO RANCH TEXAS LLC**, hereinafter referred to as Grantor, whether one or more, for good and valuable consideration to Grantor, including the acceptance by Grantee of those certain reservations from and exceptions to conveyance and warranty and in consideration of the sum of Ten Dollars (\$10.00), 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"):

Lot 19, Block D, Rio Ranch, City of Liberty Hill, Williamson County, Texas according to the map or plat thereof recorded in Clerk's File No. 2022130163 in the Official Public Records of Williamson County, Texas, and as further depicted in the sketch attached hereto as Exhibit "A" (Parcel 48P1); and

All of that certain 0.0991 acre (4,318 square foot) tract of land situated in the B. Manlove Survey, Abstract No. 417, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "B" attached hereto and incorporated herein (Parcel 48P2)

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: 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 Ronald Reagan Boulevard.

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.

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.

GRANTOR IS SELLING THE PROPERTY TO GRANTEE ON AN "AS IS", "WHERE IS" AND "WITH ALL FAULTS" BASIS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES EXPRESS OR IMPLIED, WRITTEN OR ORAL, EXCEPT FOR THE WARRANTIES SET OUT IN THIS DEED. GRANTEE IS ACQUIRING THE PROPERTY BASED UPON ITS OWN STUDIES AND CONCLUSIONS, AND NOT BASED UPON ANY REPRESENTATIONS OR WARRANTIES OF GRANTOR OR ANY AGENT OF GRANTOR. GRANTOR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES CONCERNING THE PROPERTY, INCLUDING THE IMPLIED WARRANTIES OF HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, GRANTOR MAKES NO WARRANTIES REGARDING ENDANGERED SPECIES OR ENVIRONMENTAL CONDITIONS. GRANTEE AGREES THAT THIS PROVISION IS A MATERIAL PORTION OF THE CONSIDERATION FOR GRANTEE'S PURCHASE, AND ACKNOWLEDGES THAT GRANTOR WOULD NOT AGREE TO SELL THE PROPERTY TO GRANTEE ON ANY OTHER BASIS.

This deed is being delivered in lieu of condemnation.

Signature page follows

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, 2024.

Grantor:

Rio Ranch Texas LLC, a Texas limited liability company

By: Texas IRAJ LLC, a Texas limited liability company,
its Managing Member

By: _____

Name: _____

Its: _____

ACKNOWLEDGMENT

STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2024 by _____, _____ of Texas IRAJ LLC, a Texas limited liability company, Managing Member of Rio Ranch Texas LLC, a Texas limited liability company, on behalf of said limited liability companies in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.L.L.C.
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:

Exhibit A

Sketch of Right of Way Reserve Lot (Parcel 48P1)

[to be inserted]

Exhibit B

Additional Right of Way Property Description (Parcel 48P2)

[to be inserted]

EXHIBIT "F"

WATER LINE EASEMENT

STATE OF TEXAS

§

KNOW ALL BY THESE PRESENTS:

COUNTY OF WILLIAMSON

§

This Water Line Easement Agreement (this "Agreement") is made on the ____ day of _____, 2024, at Georgetown, Texas, between RIO RANCH TEXAS, LLC, a Texas limited liability company, whose address is 3220 Prentiss Lane, Leander, Texas 78641 (hereinafter referred to as "Grantor"), and the City of Georgetown, a Texas home-rule municipal corporation, whose address is P.O. Box 409 Georgetown, Texas 78627, ATTN: Georgetown City Secretary (herein referred to as "Grantee").

1. For the good and valuable consideration described in Paragraph 2 below, Grantor hereby GRANTS, SELLS and CONVEYS to Grantee, its successors and assigns, an EXCLUSIVE easement and right-of-way (the "Easement") for the placement, construction, operation, repair, maintenance, replacement, upgrade, rebuilding, relocation and/or removal of a water line and related facilities (collectively, the "Facilities") on, over, under, and across the following described property of the Grantor, to wit:

Being all that certain tract, piece or parcel of land lying and being situated in the County of Williamson, State of Texas, being more particularly described by metes and bounds in **Exhibit A** and by diagram in **Exhibit B** attached hereto and made a part hereof for all purposes (the "Easement Area").

2. The Easement and the rights and privileges herein conveyed, are granted for and in consideration of the sum of One and No/100 Dollars (\$1.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged and confessed.
3. The Easement, with its rights and privileges, shall be used only for the purpose of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, upgrading, relocating, and/or removing the Facilities within the confines of the Easement Area only. The Easement additionally includes the following rights: (1) the right to change the size of the Facilities within the Easement Area; (2) the right to relocate the Facilities within the Easement Area; and (3) subject to Grantor's reservations in paragraph 6 of this Agreement, the right to remove from the Easement Area all trees and parts thereof, or other obstructions, which endanger or unreasonably interfere with the efficiency and maintenance of the Facilities.
4. The duration of the Easement is perpetual.
5. Grantor and Grantor's successors and assigns are and shall be bound to WARRANT and FOREVER DEFEND the Easement and the rights conveyed in this Agreement to

Grantee and Grantee's successors and assigns, against every person lawfully claiming or to claim all or any part thereof, subject to any and all easements, covenants, leases, rights-of-way, conditions, restrictions, outstanding mineral interests and royalty interests, if any, relating to the Property, to the extent, and only to the extent, that the same may still be in force and effect, and either shown of record in the office of the County Clerk of Williamson County, Texas, or apparent on the ground.

6. The Easement, and the rights and privileges granted by this Agreement, are EXCLUSIVE to Grantee, and Grantee's successors and assigns, and Grantor covenants that Grantor shall not convey any other easement, license, or conflicting right to use in any manner, the area (or any portion thereof) covered by this grant. Notwithstanding the foregoing, Grantor reserves for itself and its successors and assigns the right to construct, place, maintain, inspect, operate, repair, alter, replace and remove driveways, roadways, curbing, gutters, sidewalks, landscaping, and irrigation (collectively the "Grantor Improvements"), as well as utilities including water, wastewater, gas, telecommunications, and electrical lines and related facilities (collectively, "Grantor Utilities"), across the Easement Area, and Grantee expressly consents to the use of the Easement Area for such purposes. Grantor's rights reserved in this paragraph are subject to the following requirements:
 - a) The construction, placement, maintenance, inspection, operation, repair, alteration, replacement, and/or removal of the Grantor Improvements and the Grantor Utilities shall not materially interfere with the rights granted to Grantee herein;
 - b) Any Grantor Utilities shall cross the Facilities at an angle no less than 45 degrees, at a depth to provide sufficient separation from the Facilities (as determined by Grantee in its sole and absolute discretion), and may not run parallel with the Facilities;
 - c) Grantor shall provide Grantee at least 72 hours' written notice prior to commencing any work within the Easement Area;
 - d) Grantor hereby RELEASES and HOLDS GRANTEE HARMLESS from any responsibility and liability to repair, replace, maintain, or compensate Grantor for damages to improvements within the Easement Area incidental to Grantee's exercise of its rights and privileges granted herein; and
 - e) Any easement, license, or other right granted by Grantor, or its successor or assign, to a third party to exercise any of these reserved Grantor rights shall be subject to the requirements of this paragraph and shall include language acknowledging the rights and privileges of Grantee set forth in this Agreement and agreeing to comply with the requirements herein.
7. This Agreement contains the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by all parties.

8. The terms of this Agreement shall be binding upon Grantor, and Grantor's heirs, personal representatives, successors, and assigns; shall bind and inure to the benefit of the Grantee and any successors or assigns of Grantee; and shall be deemed to be a covenant running with the land.

[Signatures on the following page(s)]

GRANTOR:

RIO RANCH TEXAS, LLC,
a Texas limited liability company

By: Texas IRAJ LLC, a Texas limited liability company,
its Managing Member

By: _____
Mallik Gilakattula, Manager

Acknowledgement

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on this _____, 2024 by
Mallik Gilakattula, in the capacity and for the purposes and consideration recited herein.

Notary Public—State of Texas

GRANEE:

City of Georgetown, Texas, a Texas
home-rule municipal corporation

By: _____

Name: _____

Title: _____

Acknowledgement

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on this _____, 2024 by
_____, the _____ of City of Georgetown, Texas,
a Texas home-rule municipal corporation, on behalf of said corporation.

Notary Public—State of Texas

APPROVED AS TO FORM:

_____, Assistant City Attorney

AFTER RECORDING RETURN TO:

JOINDER AND CONSENT OF LIENHOLDER TO WATERLINE EASEMENT

TEXAS HERITAGE NATIONAL BANK, as Beneficiary under a Deed of Trust executed by Rio Ranch Texas LLC to Russell Alexander, Trustee, recorded in Document No. 2024044027, and additionally secured by that Collateral Assignment of Leases, Rents and Rights recorded under Document No. 2024044028 (the “Grantor Security Documents”) of the Official Records of Williamson County, Texas that creates liens, security interests and other rights and powers that encumber all or parts of the property described in Exhibits “A-B” (“Grantor Liens”), executes this waterline easement (“Easement”) for the limited purpose of (i) consenting to the terms and conditions of the foregoing Easement and (ii) agreeing that the Grantor Security Documents and the Grantor Liens are and shall be subordinate and inferior to all of the easements, restrictions, terms and provisions of the Easement, so that no enforcement of the terms of the Grantor Security Documents shall amend, impair or otherwise affect the easements, restrictions, terms or provisions of said Easement.

TEXAS HERITAGE NATIONAL BANK

By: _____

Name: _____

Title: _____

ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on this ____ day of _____, 2024, by _____, the _____ of Texas Heritage National Bank, known to me to be the person whose name is subscribed to the preceding instrument, and acknowledged to me that he/she executed the same for the purposes and consideration recited herein.

Notary Public in and for the State of Texas

County: Williamson
Parcel: 48E – Rio Ranch Texas, LLC
Highway: Ronald Reagan Boulevard

EXHIBIT **A-1**
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.6357 OF ONE ACRE (27,693 SQUARE FEET) PARCEL OF LAND SITUATED IN THE B. MANLOVE SURVEY, ABSTRACT NO. 417, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 18, BLOCK D, RIO RANCH, A SUBDIVISION OF RECORD IN DOCUMENT NO. 2022130163 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), CONVEYED TO RIO RANCH TEXAS, LLC IN A GENERAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NO. 2021113730 OF SAID O.P.R.W.C.T., SAID 0.6357 OF ONE ACRE (27,693 SQUARE FEET) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a Calculated Point, 184.11 feet Right of Ronald Reagan Baseline Station 624+64.40 (Grid Coordinates: N= 10,226,272.82, E= 3,078,421.40) in the existing East Right-of-Way (ROW) line of Ronald Reagan Boulevard (Variable Width ROW) for the Southwest corner of said Lot 18, Block D and the common most Westerly Northwest corner of Lot 17, Block D, of said RIO RANCH;

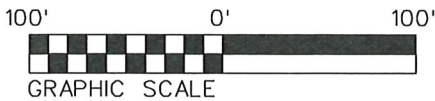
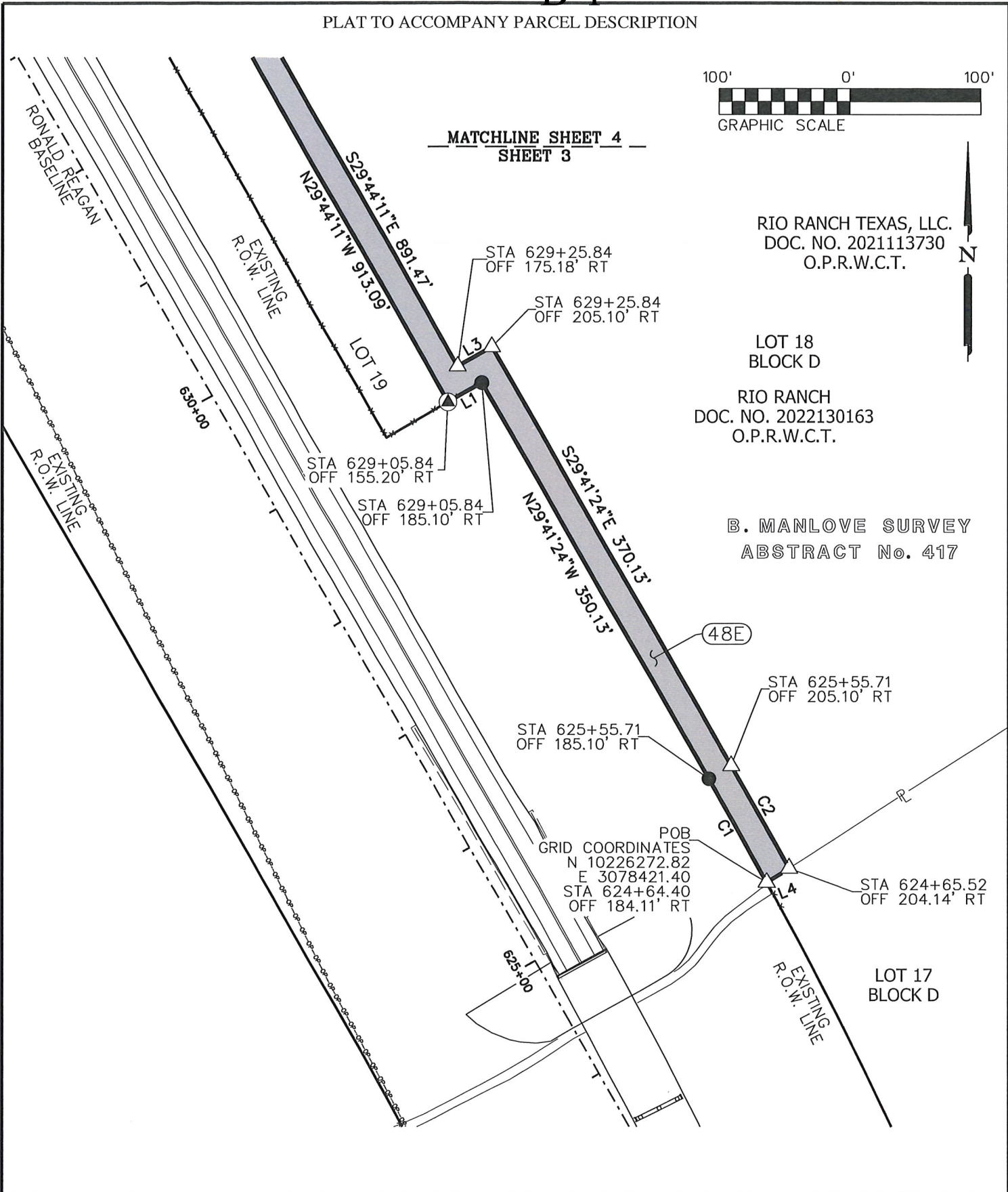
THENCE with the existing East ROW of said Ronald Reagan Boulevard and the common West line of said Lot 18, the following three (3) courses and distances:

1. Along a curve to the **Left** having a radius of **4,185.00** feet, an arc length of **91.33** feet, a delta angle of **01°15'01"**, and a chord which bears **North 29°03'53" West**, a distance of **91.33** feet to a 1/2-inch rebar found, 185.10 feet to the Right of Ronald Reagan Baseline Station 625+55.71;
2. **North 29°41'24" West** a distance of **350.13** feet to a 1/2-inch rebar found, 185.10 feet Right of Ronald Reagan Baseline Station 629+05.84; and
3. **South 60°18'38" West** a distance of **29.90** feet 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set in the proposed East ROW of Ronald Reagan Boulevard, 155.20 feet to the Right of Ronald Reagan Baseline Station 629+05.84;
4. **THENCE North 29°44'11" West** over and across said Lot 18, Block D and with the proposed East ROW of said Ronald Reagan Boulevard, a distance of **913.09** feet to a Calculated Point, in the approximate centerline of the North Fork of the San Gabriel River for the North line of said Lot 18, Block D and the common South line of a called 42.000 acre tract of land described in a General Warranty Deed with Vendor's Lien to Highpointe Estate, Inc., recorded in Document No. 2018024178 of said O.P.R.W.C.T., 154.46 feet Right of Ronald Reagan Baseline Station 638+18.94;
5. **THENCE North 64°56'23" East** with the North line of said Lot 18, Block D and the common South line of said 42.000 acre tract and being the approximate centerline of said North Fork of the San Gabriel River, a distance of **20.07** feet to a Calculated Point, 174.46 feet Right of Ronald Reagan Baseline Station 638+17.32;



EXHIBIT " B-1

PLAT TO ACCOMPANY PARCEL DESCRIPTION



RIO RANCH TEXAS, LLC.
DOC. NO. 202113730
O.P.R.W.C.T.

LOT 18
BLOCK D

RIO RANCH
DOC. NO. 2022130163
O.P.R.W.C.T.

B. MANLOVE SURVEY
ABSTRACT No. 417

POB
GRID COORDINATES
N 10226272.82
E 3078421.40
STA 624+64.40
OFF 184.11' RT

LOT 17
BLOCK D

PARCEL PLAT SHOWING PROPERTY OF
RIO RANCH TEXAS, LLC.

06/26/2024

PARCEL 48E
0.6357 ACRES
27,693 Sq. Ft.

LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

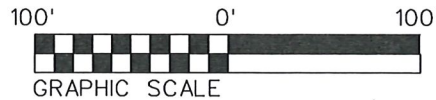
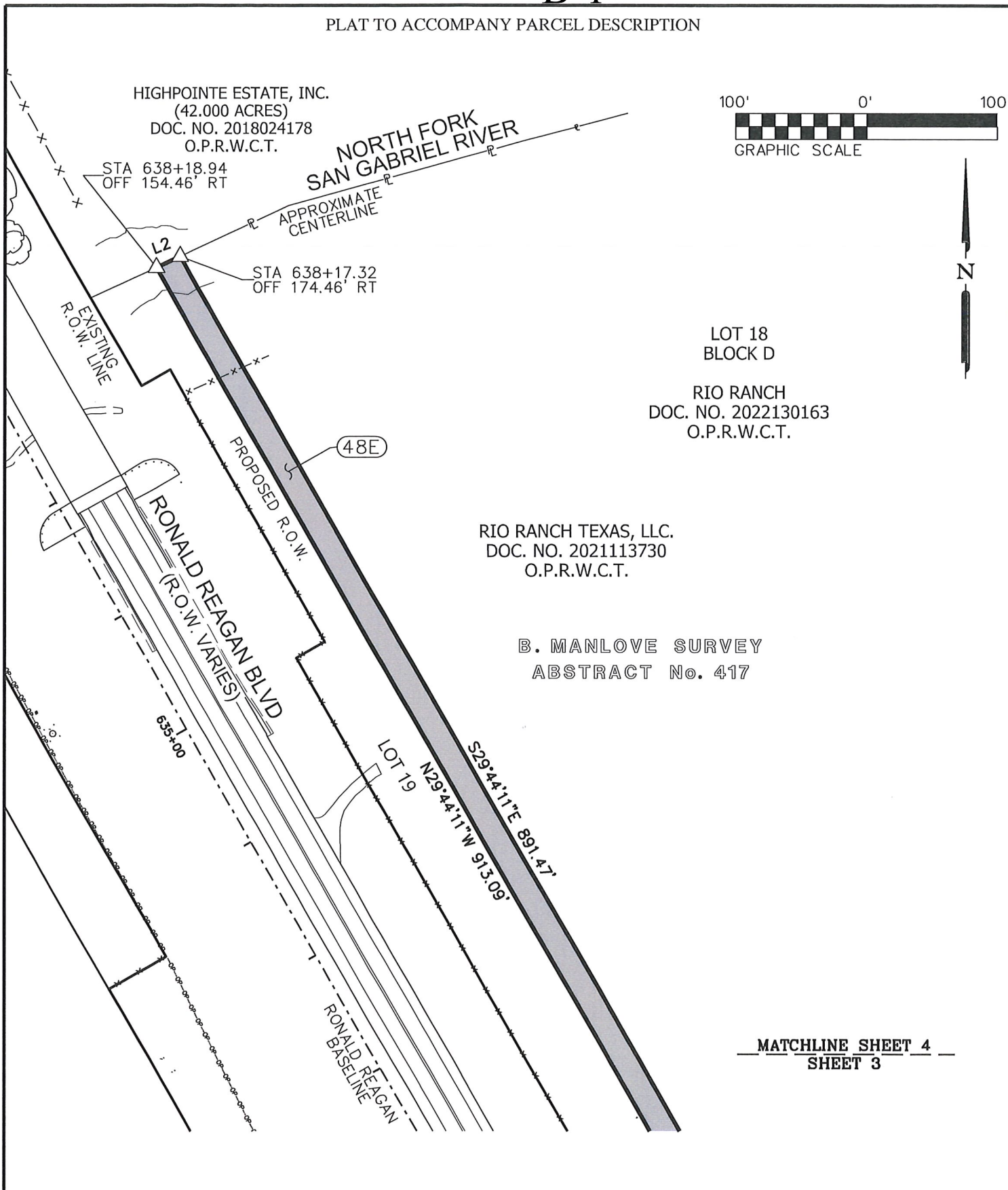
SCALE
1" = 100'

PROJECT
RONALD REAGAN

COUNTY
WILLIAMSON

SHEET 3 OF 5

PLAT TO ACCOMPANY PARCEL DESCRIPTION



LOT 18
BLOCK D

RIO RANCH
DOC. NO. 2022130163
O.P.R.W.C.T.

RIO RANCH TEXAS, LLC.
DOC. NO. 2021113730
O.P.R.W.C.T.

B. MANLOVE SURVEY
ABSTRACT No. 417

MATCHLINE SHEET 4
SHEET 3



10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF
RIO RANCH TEXAS, LLC.

06/26/2024

PARCEL 48E
0.6357 ACRES
27,693 Sq. Ft.

SCALE
1" = 100'

PROJECT
RONALD REAGAN

COUNTY
WILLIAMSON

SHEET 4 OF 5

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LINE DATA		
LINE	BEARING	LENGTH
L1	S60° 18'38"W	29.90'
L2	N64° 56'23"E	20.07'
L3	N60° 18'38"E	29.92'
L4	S57° 04'17"W	20.06'

CURVE DATA				
CURVE	Δ	RADIUS	LENGTH	CHORD
C1	01° 15'01"	4185.00'	91.33'	N29° 03'53"W 91.33'
C2	01° 13'44"	4205.00'	90.20'	S29° 04'31"E 90.20'

NOTES:

1. BEARINGS SHOWN HEREON ARE ORIENTED TO GRID NORTH. COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 2011 ADJUSTMENT), CENTRAL ZONE [FEDERAL INFORMATION PROCESSING STANDARD (FIPS) 4203].

2. DISTANCES AND AREAS SHOWN HEREON ARE PROJECT SURFACE VALUES EXPRESSED IN U.S. SURVEY FEET. THE PROJECT GRID-TO-SURFACE COMBINED SURFACE ADJUSTMENT FACTOR IS 1.00012.

3. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PARCEL PLAT.

4. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

STATE OF TEXAS:
WILLIAMSON COUNTY:

THIS SURVEY PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION.

Frank W. Funk 06/26/2024
FRANK W. FUNK DATE
RPLS 6803



LEGEND

- △ CALCULATED POINT
- 1/2-INCH REBAR FOUND (UNLESS OTHERWISE NOTED)
- ⊙ 1/2-INCH REBAR WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET (UNLESS OTHERWISE NOTED)
- O.P.R.W.C.T OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- R.O.W. RIGHT OF WAY
- () RECORD INFORMATION
- P — PROPERTY LINE

PARCEL PLAT SHOWING PROPERTY OF
RIO RANCH TEXAS, LLC.

06/26/2024

PARCEL 48E
0.6357 ACRES
27,693 Sq. Ft.



10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

SCALE
1" = 100'

PROJECT
RONALD REAGAN

COUNTY
WILLIAMSON

SHEET 5 OF 5

County: Williamson
Parcel: 47E PT 9 – Rio Ranch Texas, LLC
Highway: Ronald Reagan Boulevard

EXHIBIT **A-2**
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.0361 OF ONE ACRE (1,574 SQUARE FEET) PARCEL OF LAND SITUATED IN THE B. MANLOVE SURVEY, ABSTRACT NO. 417, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 17, BLOCK D, RIO RANCH, A SUBDIVISION OF RECORD IN DOCUMENT NO. 2022130163 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), CONVEYED TO RIO RANCH TEXAS, LLC IN A GENERAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED, IN DOCUMENT NO. 2021113730 OF SAID O.P.R.W.C.T., SAID 0.0361 OF ONE ACRE (1,574 SQUARE FEET) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a Calculated Point, 184.11 feet Right of Ronald Reagan Baseline Station 624+64.40 (Grid Coordinates: N= 10,226,272.82, E= 3,078,421.40) in the existing East Right-of-Way (ROW) line of Ronald Reagan Boulevard (Variable Width ROW) for the most Westerly Northwest corner of said Lot 17, Block D and the common Southwest corner of Lot 18, Block D said RIO RANCH, from which a 1/2-inch rebar found in the existing East ROW line of said Ronald Reagan Boulevard and the common West line of said Lot 18, Block D, bears along a curve to the Left having a radius of 4,185.00 feet, an arc length of 91.54 feet, a delta angle of 01°15'12", and a chord which bears North 28°58'48" West a distance of 91.54 feet;

1. **THENCE North 57°04'17" East** with the North line of said Lot 17, Block D and the common South line of said Lot 18, Block D, a distance of **20.06** feet to a Calculated Point, 204.14 feet Right of Ronald Reagan Baseline Station 624+65.52;

THENCE over and across said Lot 17, Block D, the following two (2) courses and distances:

2. Along a curve to the **Right** having a radius of **4,205.00** feet, an arc length of **79.52** feet, a delta angle of **01°05'00"**, and a chord which bears **South 27°55'09" East**, a distance of **79.51** feet to a Calculated Point, 201.98 feet Right of Ronald Reagan Baseline Station 623+88.13; and
3. **South 62°37'22" West** a distance of **20.00** feet to a Calculated Point in the existing East ROW line of said Ronald Reagan Boulevard and the common West line of said Lot 17, Block D, 181.99 feet Right of Ronald Reagan Baseline Station 623+88.72, from which a 1/2-inch rebar found in the existing East ROW line of said Ronald Reagan Boulevard and the common West line of said Lot 17, Block D, bears along a curve to the Right having a radius of 4185.00 feet, an arc length of 648.17 feet, a delta angle of 08°52'26", and a chord which bears South 22°56'49" East a distance of 647.52 feet;



County: Williamson
Parcel: 47E PT 9 – Rio Ranch Texas, LLC
Highway: Ronald Reagan Boulevard

4. **THENCE** along a curve to the **Left**, having a radius of **4,185.00** feet, an arc length of **77.57** feet, a delta angle of **01°03'43"**, and a chord which bears **North 27°54'30" West**, a distance of **77.57** feet to the **POINT OF BEGINNING**, containing 0.0361 of one acre (1,574 Square Feet) of land more or less.

This property description is accompanied by a separate plat of even date.

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). 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.

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

That I, Frank W. Funk, 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 was determined by a survey made on the ground under my direct supervision.

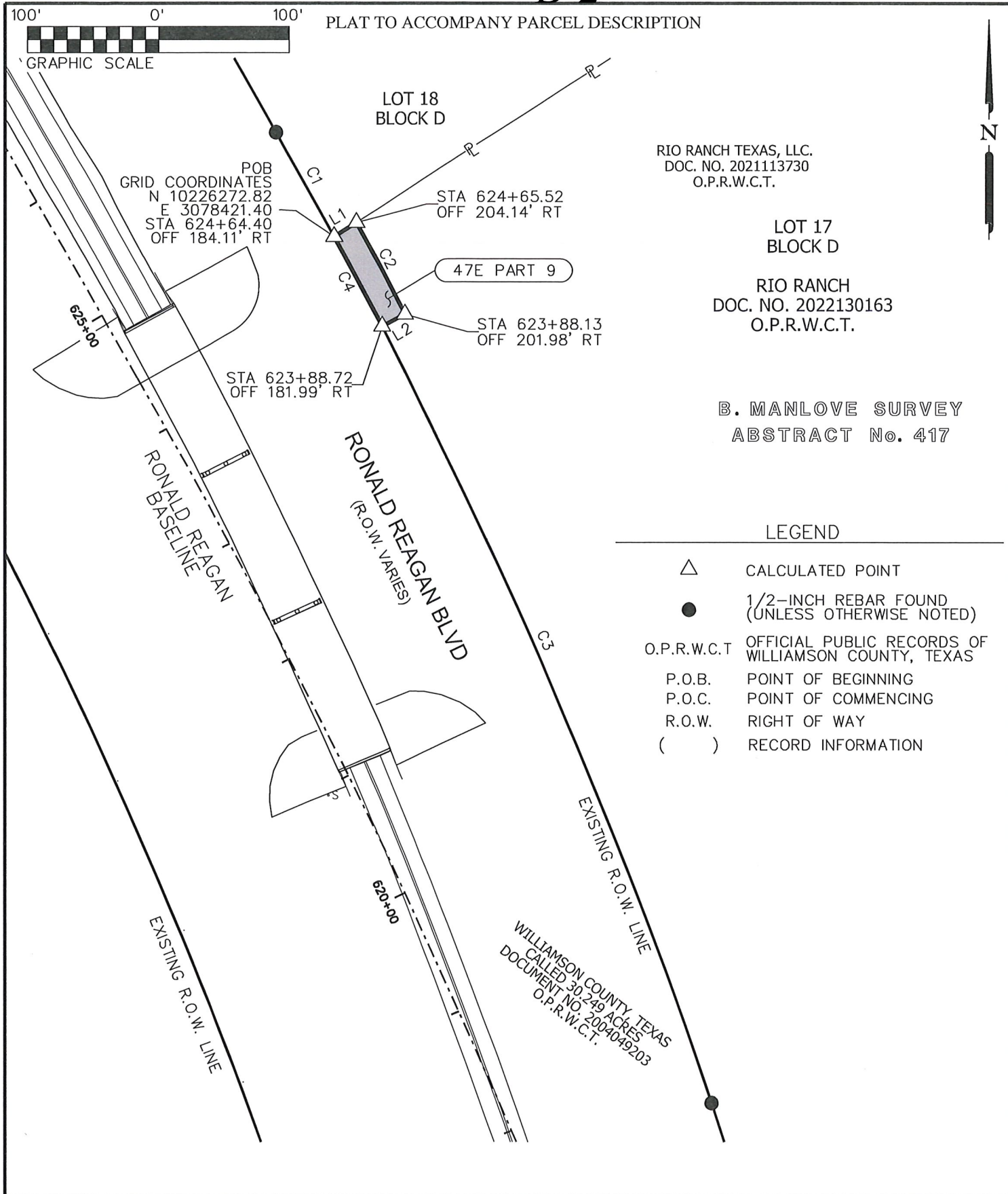
 06/26/2024

Frank W. Funk
Registered Professional Land Surveyor
State of Texas No. 6803
Landesign Services, Inc.
FIRM 10001800
10090 W Highway 29
Liberty Hill, Texas 78642



EXHIBIT "B-2"

PLAT TO ACCOMPANY PARCEL DESCRIPTION



LSI LANDESIGN SERVICES, INC.

10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
 TBPELS FIRM NO. 10001800
 512-238-7901

PARCEL PLAT SHOWING PROPERTY OF
RIO RANCH TEXAS, LLC.

06/26/2024

PARCEL 47E
 PART 9
 0.0361 ACRES
 1,574 Sq. Ft.

SCALE
 1" = 100'

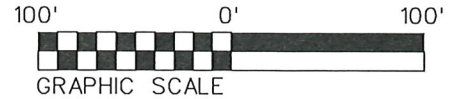
PROJECT
 RONALD REAGAN

COUNTY
 WILLIAMSON

SHEET 3 OF 4

EXHIBIT "B-2"

PLAT TO ACCOMPANY PARCEL DESCRIPTION



LINE DATA		
LINE	BEARING	LENGTH
L1	N57° 04'17"E	20.06'
L2	S62° 37'22"W	20.00'

CURVE DATA				
CURVE	Δ	RADIUS	LENGTH	CHORD
C1	01° 15'12"	4185.00'	91.54'	N28° 58'48"W 91.54'
C2	01° 05'00"	4205.00'	79.52'	S27° 55'09"E 79.51'
C3	08° 52'26"	4185.00'	648.17'	S22° 56'49"E 647.52'
C4	01° 03'43"	4185.00'	77.57'	N27° 54'30"W 77.57'

NOTES:

1. BEARINGS SHOWN HEREON ARE ORIENTED TO GRID NORTH. COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 2011 ADJUSTMENT), CENTRAL ZONE [FEDERAL INFORMATION PROCESSING STANDARD (FIPS) 4203].

2. DISTANCES AND AREAS SHOWN HEREON ARE PROJECT SURFACE VALUES EXPRESSED IN U.S. SURVEY FEET. THE PROJECT GRID-TO-SURFACE COMBINED SURFACE ADJUSTMENT FACTOR IS 1.00012.

3. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PARCEL PLAT.

4. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

STATE OF TEXAS:
WILLIAMSON COUNTY:

THIS SURVEY PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION.

Frank W. Funk 06/26/2024
 FRANK W. FUNK DATE
 RPLS 6803



PARCEL PLAT SHOWING PROPERTY OF
RIO RANCH TEXAS, LLC

06/26/2024
PARCEL 47E
PT 9
0.0361 ACRES
1,574 Sq. Ft.

LSI LANDESIGN SERVICES, INC.
 10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
 TBPELS FIRM NO. 10001800
 512-238-7901

SCALE
1" = 100'

PROJECT
RONALD REAGAN

COUNTY
WILLIAMSON

SHEET 4 OF 4

Commissioners Court - Regular Session

57.

Meeting Date: 11/26/2024

Hero Way Right of Entry Agreement

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Temporary Right of Entry Agreement with United Bear Creek Storage LP (parcel 221) for access to the remainder property for removal of remnant real property improvements required in support of RM 2243/Hero Way project. Funding Source: TANS P588

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Agreement

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 11/21/2024

Reviewed By

Becky Pruitt

Date

11/21/2024 02:38 PM

Started On: 11/20/2024 03:53 PM

Williamson County—Hero Way Project
Temporary Right of Entry

Cause No. #: 23-1038-CC#3

Property Owner: United Bear Creek Storage LP/Parcel 221

Property Address: 17520 Ronald Reagan Boulevard, Leander, Texas

I, United Bear Creek Storage, LP (“Owner”), hereby grant permission to Williamson County, Texas, (“County”) its subcontractors and agents, to temporarily enter my remainder property for the sole purpose of removing at its sole cost and expense the remnants of the real property improvements that were bisected by the Project right-of-way acquisition pursuant to the above referenced cause number and related tasks, including removing any debris caused by such demolition, removing any slabs and/or foundations, and restoring the grade and reseeding of the land within the entry area as closely as possible to the immediately surrounding property, within the location as shown on Exhibit “A” attached hereto. This grant and right of entry shall expire and be of no further force and effect upon the earlier of the expiration of thirty (30) days after the date of first entry upon the property to carry out the purposes of this entry, or otherwise upon completion of the tasks and obligations herein, unless extended by Owner in writing.

To the extent allowed by law, Williamson County agrees to indemnify and hold Owner harmless from any damages or other losses to Owner or third parties resulting from any acts or omissions Williamson County, Texas. and its subcontractors and agents, including acts of negligence, both ordinary and gross negligence, in carrying out the purposes of the limited right of entry on the Property.

OWNER:

United Bear Creek Storage, LP
By; Bulldog GP LLC Its General Partner

<small>DocuSigned by:</small> <i>David Shanahan</i> <small>5C7665F507F24B3...</small>	11/20/2024
Signature	Date

By: David Shanahan, Its Manager

COUNTY:

Bill Gravell, Jr., County Judge	Date
------------------------------------	------

Commissioners Court - Regular Session

58.

Meeting Date: 11/26/2024

Special Warranty Deed to City of Cedar Park

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, and consider authorizing the county Judge to execute a Special Warranty Deed conveying 0.853 acres, 0.10 acres, 0.212 acres and 0.451 acres from Williamson County to the City of Cedar Park, Texas regarding the vacation of right of way on Block House Creek Drive.

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

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

Attachments

Deed

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 11/21/2024

Reviewed By

Becky Pruitt

Date

11/21/2024 02:11 PM

Started On: 11/20/2024 09:29 AM

SPECIAL WARRANTY DEED

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 ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **WILLIAMSON COUNTY**, whose address is 710 Main Street Ste 101 Georgetown, Texas 78613, hereinafter referred to as Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, has this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **CITY OF CEDAR PARK, TEXAS**, hereinafter referred to as Grantee, 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:

All right, title and interest in and to Tract 01 – a 0.853-acre tract of land, Tract 03 – a 0.010-acre tract of land, Tract 05 – a 0.212-acre tract of land, and Tract 07 – a 0.451-acre tract of land, in Williamson County, Texas, as more particularly described by metes and bounds, to which reference is hereby made and incorporated herein in Exhibit "A" for all intents and purposes (the "Property").

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:

- (i) Visible and apparent easements not appearing of record;
- (ii) Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;
- (iii) Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently affecting the Property, but only to the extent that said items are still valid and in force and effect at this time; and

Grantee acknowledges and agrees that, other than as may be specifically set forth herein, Grantor has not made, does not make and specifically disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or futures, 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, (d) 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 Grantor 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 Compensations and Liability Act of 1980, as amended, and applicable state laws, and regulations promulgated thereunder. Grantee further acknowledges and agrees that having been given the opportunity to inspect the Property, Grantee is relying solely on its own investigation of the Property and not on any information provided or to be provided by Grantor. Grantee 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 Grantor has not made any independent investigation or verification of such information. Grantee further acknowledges and agrees that the sale of the Property as provided for herein if made on an "as is, where is" condition and basis "with all faults". Grantee acknowledges and agrees that the provisions of this paragraph were a material factor in the determination of the purchase price of the Property.

TO HAVE AND TO HOLD the Property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Grantee 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 Grantee 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.

IN WITNESS WHEREOF, this instrument is executed on this ____ the day of _____, 2024.

[signature page to follow]

EXHIBIT "A"

Property

FIELD NOTES
FOR

A 0.853 ACRE OR 37,150 SQUARE FOOT TRACT OF LAND BEING SITUATED IN THE SJ DOVER SURVEY ABSTRACT NO. 168 OF WILLIAMSON COUNTY, TEXAS, BEING OUT OF A CALLED 6.869 ACRE TRACT CONVEYED TO WILLIAMSON COUNTY BY INSTRUMENT RECORDED IN VOLUME 1326, PAGE 652 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAME BEING A CALLED "AGREEMENT FOR APPORTIONMENT OF VACATED RIGHT-OF-WAY", BEING A CALLED 3.832 ACRE TRACT, RECORDED IN DOCUMENT NO. 2024053634 OF THE OFFICIAL PUBLIC RECORD OF WILLIAMSON COUNTY, TEXAS, AND BEING OUT OF A CALLED 37.694 ACRE TRACT CONVEYED TO CITY OF CEDAR PARK, BY INSTRUMENT RECORDED IN DOCUMENT NO. 2002088496 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 0.853 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 a cap marked "WALLACE GROUP" found on an angle point in the easterly boundary line of said 37.694-acre tract, same being an angle point in the westerly boundary line of a called 16.639-acre tract conveyed to Northland Developments Cedar Park, Inc., by instrument recorded in Document No. 2014100729 of said Official Public Records and **POINT OF BEGINNING** hereof;

THENCE S 69°07'40" W, with the westerly boundary line of said 16.639 acre-tract, same being the easterly boundary line of a called 37.694-acre tract a distance of **10.07 feet** to a calculate point of non-tangent curvature hereof, from which an iron rod with a cap marked "WALLACE GROUP" found on an angle point in the easterly boundary line of said 37.694-acre tract, bears S 69°07'40" W, 162.37 feet;

THENCE, departing the easterly boundary line of said 37.694-acre tract, with the westerly boundary line of said 6.869-acre tract, same being of said 3.832-acre tract, the following two (2) courses and distances:

1. along the arc of a curve to the left, having a radius of **2084.18 feet**, a central angle of **01°34'11"**, a chord bearing and distance of **N 40°15'07" W, 57.10 feet**, for an arc length of **57.10 feet** to a calculated point of tangency hereof, and
2. **N 41°00'41" W**, a distance of **505.16 feet** to a calculated point being the southeast corner of Blockhouse Creek Phase E Section 502, a subdivision according to the plat recorded in Cabinet O, Slide 189 of the Plat Records of Williamson County, Texas, said point being in the north boundary line of said 37.694-acre tract hereof, from which a TXDOT Type II monument found, bears, with the north boundary line of said 37.694-acre tract, **S 69°04'35" W, 945.82 feet**;

THENCE N 69°04'35" E, with the north boundary of a called 37.694-acre tract, through the interior of said 6.896-acre tract, same being of said 3.832 acre tract, a distance of **85.18 feet** to a calculated point in the east boundary line of said 6.869-acre tract, same being of said 3.832 acre tract, said point being the southwest corner of Block House Creek Phase D, Section Five, a subdivision according to the plat recorded in Cabinet T, Slide 38 of said Plat Records, for the northeast corner hereof;

THENCE S 41°00'41" E, with the east boundary line of said 6.869-acre tract, same being of said 3.832-acre tract, through the interior of said 37.694-acre tract a distance of **341.85 feet** to a calculated point in the east boundary line of said 37.694-acre tract, same being the west boundary line of said 16.639-acre tract hereof;

THENCE S 20°53'28" E, with the west boundary line of said 16.639-acre tract, same being the east boundary line of said 37.694-acre tract, through the interior of said 6.869-acre tract, same being of said 3.832-acre tract, a distance of **207.27 feet** to the **POINT OF BEGINNING** and containing 0.853 acres of land in Williamson County, Texas. Said tract being described in accordance with an exhibit prepared by Pape-Dawson Engineers, Inc. under Job No. 51442-00

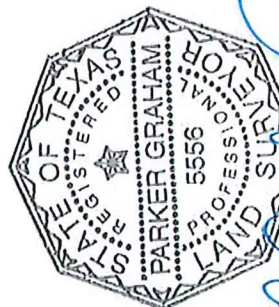
PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: July 16, 2024
Job No.: 51442-00
DOC. ID. H:\Survey\CIVIL\51442-00\ROW VACATION\Word\FN51442-00_0.853Ac_ROW Vacation.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-01



LEGEND:

- D.R. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- P.R. PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- PD FOUND
- I.R. PAPE-DAWSON IRON ROD FOUND MONUMENT AS DESCRIBED

LINE TABLE	
LINE	BEARING LENGTH
L1	S69°07'40"W 10.07'
L2	N69°04'35"E 85.18'
L3	S41°00'41"E 341.85'
L4	S20°53'28"E 207.27'



Parker Graham

BLOCKHOUSE CREEK PHASE E SECTION 502

0.853 ACRES
(37,150 SQ. FT. MORE OR LESS)



SJ DOVER SURVEY
ABSTRACT NO. 168

A CALLED 9.8899 ACRE TRACT
WILLIAMSON COUNTY VOL. 1326, PG. 9.32. (O.P.R.)
BLOCKHOUSE CREEK CABINET 1, SLIDE 8 (P.R.)
PHASE D SECTION FIVE TO I.R.(WALLACE)

A CALLED 16.969 ACRE TRACT
NORTHLAND DEVELOPMENTS CEDAR PARK, INC. (O.P.R.)
DOC. NO. 2014100729 (O.P.R.)

A CALLED 17.694 ACRE TRACT
CITY OF CEDAR PARK (O.P.R.)
DOC. NO. 2002088496

A CALLED 3.832 ACRE TRACT
AGREEMENT FOR APPOINTMENT OF VACATED RIGHT-OF-WAY (O.P.R.)
DOC. NO. 2024053634

CURVE TABLE				
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	2084.18'	1°34'11"	N40°15'07"W	57.10'

EXHIBIT OF

A 0.853 ACRE OR 37,150 SQUARE FOOT TRACT OF LAND BEING SITUATED IN THE SJ DOVER SURVEY ABSTRACT NO. 168 OF WILLIAMSON COUNTY, TEXAS, BEING OUT OF A CALLED 6.869 ACRE TRACT CONVEYED TO WILLIAMSON COUNTY, BY INSTRUMENT RECORDED IN VOLUME 1326, PAGE 652 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAME BEING A CALLED "AGREEMENT FOR APPOINTMENT OF VACATED RIGHT-OF-WAY", BEING A CALLED 3.832 ACRE TRACT, RECORDED IN DOCUMENT NO. 2024053634 OF THE OFFICIAL PUBLIC RECORD OF WILLIAMSON COUNTY, TEXAS. AND BEING OUT OF A CALLED 37.694 ACRE TRACT CONVEYED TO CITY OF CEDAR PARK, BY INSTRUMENT RECORDED IN DOCUMENT NO. 2002088496 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

PAPE-DAWSON ENGINEERS

AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711
TBPB FIRM REGISTRATION #470 | TBPB'S FIRM REGISTRATION #10028801

JULY 16, 2024

SHEET 1 OF 1
JOB No.:51442-00

FIELD NOTES
FOR

A 0.010 ACRE OR 416 SQUARE FOOT TRACT OF LAND BEING SITUATED IN THE SJ DOVER SURVEY ABSTRACT NO. 168 OF WILLIAMSON COUNTY, TEXAS, BEING OUT OF A CALLED 6.869 ACRE TRACT CONVEYED TO WILLIAMSON COUNTY, BY INSTRUMENT, RECORDED IN VOLUME 1326, PAGE 652 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAME BEING A CALLED "AGREEMENT FOR APPORTIONMENT OF VACATED RIGHT-OF-WAY", BEING A CALLED 3.832 ACRE TRACT, RECORDED IN DOCUMENT NO. 2024053634 OF THE OFFICIAL PUBLIC RECORD OF WILLIAMSON COUNTY, TEXAS, SAME BEING OUT OF A CALLED 0.1643 ACRE TRACT CONVEYED TO CITY OF CEDAR PARK, BY INSTRUMENT RECORDED IN DOCUMENT NO. 2015102019 SAID OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 0.010 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:

COMMENCING at a Mag Nail found on a point in the east boundary line of a called 37.694-acre tract conveyed to the City of Cedar Park, by instrument recorded in Document No. 2002088496 of said Official Public Records, said point being the northwest corner of a Southern Remnant Portion of a 16.639-acre tract conveyed to Northland Developments Cedar Park, Inc., by instrument recorded in Document No. 2014100729 of said Official Public Records, said point being the southwest corner of said 0.1643 acre tract;

THENCE N 34°39'40" E, with the north boundary line of a called 23.243 acre-tract, same being the south boundary line of said 0.1643 acre-tract, also being the north boundary line of said Southern Remnant Portion, a distance of **211.70 feet** and **POINT OF BEGINNING** hereof;

THENCE N 34°39'40" W, departing the north boundary line of said Southern Remnant Portion, with the west boundary line of said 0.1643 acre-tract, a distance of **5.21 feet** to a calculated point in the south boundary line of a Northern Remnant Portion of said 16.639-acre tract, for the northwest corner hereof;

THENCE N 69°04'15" E, through the interior of said 0.1643-acre tract, with the south boundary line of said North remnant Portion, a distance of **82.29 feet** to a calculate point for the northeast corner hereof;

THENCE S 34°08'39" E, departing the south boundary line of said Northern Remnant Portion, with the east boundary line of said 0.1643 acre-tract, a distance of **5.19 feet** to a calculated point to a calculated point in the north boundary line of a Southern Remnant Portion of said 16.639-acre tract, for the southwest corner hereof;

THENCE S 69°03'50" W, with the south boundary line of said 0.1643 acre-trac, same being the north boundary line of said South Remnant Portion, a distance of **82.24 feet** to the **POINT OF BEGINNING** and containing 0.010 acres of land in Williamson County, Texas. Said tract being described in accordance with an exhibit prepared by Pape-Dawson Engineers, Inc. under Job No. 51442-00

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: July 16, 2024
Job No.: 51442-00
DOC. ID. H:\Survey\CIVIL\51442-00\ROW VACATION\Word\FN51442-00_0.010Ac_ROW Vacation.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-01



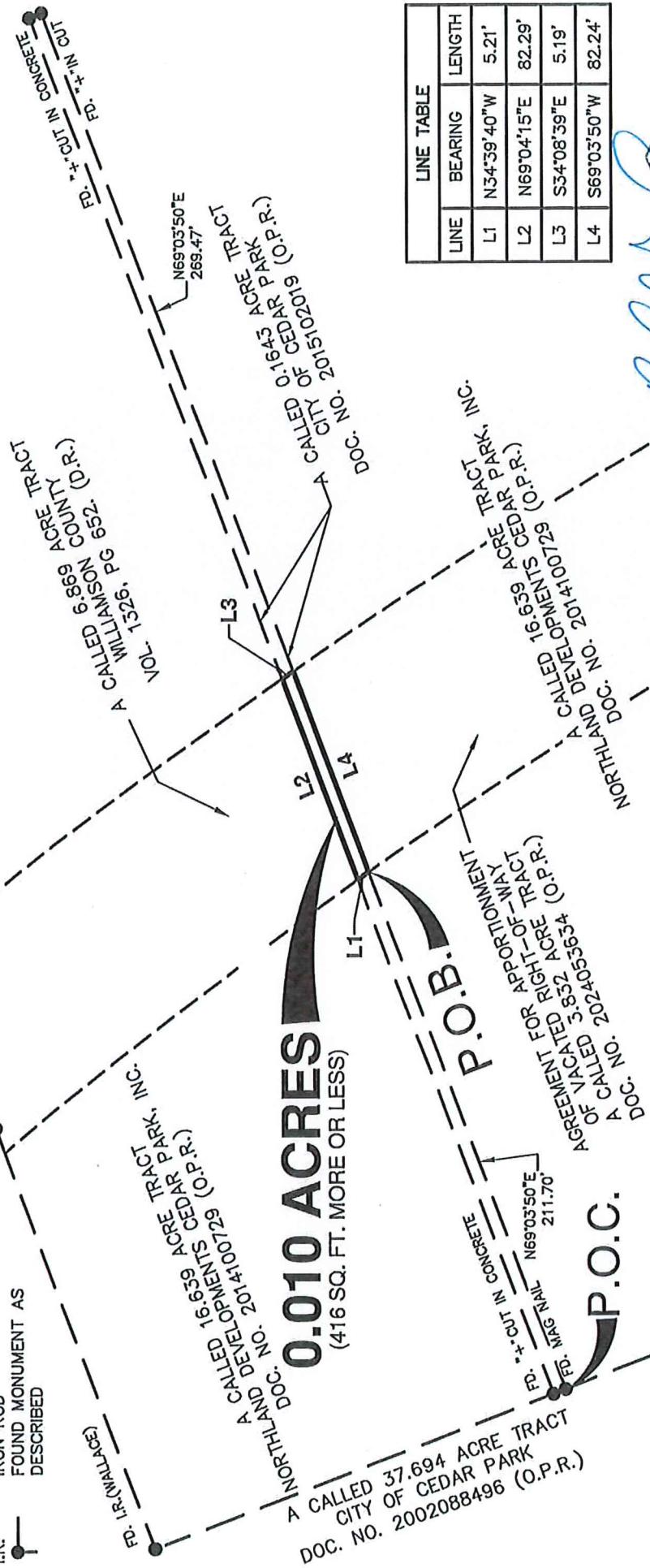
The seal is an octagonal stamp with a decorative border. The text inside the seal reads: "STATE OF TEXAS" at the top, "REGISTERED" below it, a five-pointed star in the center, "PARKER GRAHAM" below the star, "5556" below the name, and "PROFESSIONAL LAND SURVEYOR" at the bottom.

LEGEND:

- D.R. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- P.R. PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- F.D. FOUND
- PD PAPE-DAWSON
- I.R. IRON ROD
- L.R. FOUND MONUMENT AS DESCRIBED



**SJ DOVER SURVEY
ABSTRACT NO. 168**



0.010 ACRES
(416 SQ. FT. MORE OR LESS)

P.O.B.

P.O.C.

LINE	BEARING	LENGTH
L1	N34°39'40"W	5.21'
L2	N69°04'15"E	82.29'
L3	S34°08'39"E	5.19'
L4	S69°03'50"W	82.24'



EXHIBIT OF

A 0.010 ACRE OR 416 SQUARE FOOT TRACT OF LAND BEING SITUATED IN THE SJ DOVER SURVEY ABSTRACT NO. 168 OF WILLIAMSON COUNTY, TEXAS, BEING OUT OF A CALLED 6.869 ACRE TRACT CONVEYED TO WILLIAMSON COUNTY BY INSTRUMENT, RECORDED IN VOLUME 1326, PAGE 652 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAME BEING A CALLED "AGREEMENT FOR APPORTIONMENT OF VACATED RIGHT-OF-WAY", BEING A CALLED 3.832 ACRE TRACT, RECORDED IN DOCUMENT NO. 2024053634 OF THE OFFICIAL PUBLIC RECORD OF WILLIAMSON COUNTY, TEXAS, SAME BEING OUT OF A CALLED 0.1643 ACRE TRACT CONVEYED TO CITY OF CEDAR PARK, BY INSTRUMENT RECORDED IN DOCUMENT NO. 2015102019 SAID OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

**PAPE-DAWSON
ENGINEERS**

AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78758 | 512.454.8711
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801

JULY 16, 2024

SHEET 1 OF 1
JOB No.:51442-00

FIELD NOTES
FOR

A 0.212 ACRE OR 9,220 SQUARE FOOT TRACT OF LAND BEING SITUATED IN THE SJ DOVER SURVEY ABSTRACT NO. 168 OF WILLIAMSON COUNTY, TEXAS, BEING OUT OF A CALLED 6.869 ACRE TRACT CONVEYED TO WILLIAMSON COUNTY BY INSTRUMENT RECORDED IN VOLUME 1326, PAGE 652 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAME BEING A CALLED "AGREEMENT FOR APPORTIONMENT OF VACATED RIGHT-OF-WAY", BEING A CALLED 3.832 ACRE TRACT, RECORDED IN DOCUMENT NO. 2024053634 OF THE OFFICIAL PUBLIC RECORD OF WILLIAMSON COUNTY, TEXAS, SAME BEING OUT OF A CALLED 37.694 ACRE TRACT CONVEYED TO CITY OF CEDAR PARK, BY INSTRUMENT RECORDED IN DOCUMENT NO. 2002088496 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 0.212 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 a ½" iron found on a point in the north boundary line of a called 23.243-acre tract conveyed to Northland Developments Cedar Park, Inc., by instrument recorded in Document No. 2016012712 of said Official Public Records, said point being in the west boundary line of said 6.869-acre tract, same being of said 3.832 acre tract, also being a point in a south boundary line of said 37.694-acre tract and **POINT OF BEGINNING** hereof;

THENCE, departing the north boundary line of said 23.243-acre tract, with the west boundary line of said 6.869-acre tract, same being of said 3.832-acre tract, through the interior of said 37.694-acre tract the following two (2) courses and distances:

1. **N 24°26'24" W**, a distance of **144.22 feet** to a calculated point hereof;
2. along the arc of a curve to the left, having a radius of **2084.18 feet**, a central angle of **05°24'56"**, a chord bearing and distance of **N 27°11'12" W**, **196.92 feet**, for an arc length of **196.99 feet** to a calculated point in a northerly boundary line of said 37.694-acre tract, same being a southerly boundary line of a called 16.639-acre, for the northwest corner hereof;

THENCE N 69°03'39" E, with an east boundary line of said 37.694-acre tract, same being a west boundary of said 16.639-acre tract, through the interior of said 6.869-acre tract, same being of said 3.832 acre tract, a distance of **45.35 feet** to a ½" iron rod with cap marked "WALLACE GROUP" found on a point being a northeast corner of said 37.694-acre tract, same being an ell corner in the west boundary line of said 16.639-acre tract, for the northeast corner hereof;

THENCE, with the east boundary line of said 37.694-acre tract, same being the west boundary line of said 16.639-acre tract, through the interior of a called 6.869-acre tract, same being of said 3.832 acre tract, **S 20°52'59" E**, a distance of **338.70 feet** to a ½" iron rod with cap marked "WALLACE GROUP" found on a point in the north boundary line of said 23.243-acre tract, said point being the southeast corner of said 37.694-acre tract for the southeast corner hereof;

THENCE north boundary line of said 23.243-acre tract, same being the south boundary line of said 37.694-acre tract, through the interior of said 6.896-acre tract, same being 3.832-acre tract **S 65°10'42" W**, a distance of **14.82 feet** to the **POINT OF BEGINNING** and containing 0.212 acres of land in Williamson County, Texas. Said tract being described in accordance with an exhibit prepared by Pape-Dawson Engineers, Inc. under Job No. 51442-00.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: July 17, 2024
Job No.: 51442-00
DOC. ID. H:\Survey\Civil\51442-00\Word\FN51442-00_0.212Ac_.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-01



The seal is an octagonal stamp with a decorative border. The text inside the seal reads: "STATE OF TEXAS" at the top, "REGISTERED" below it, a five-pointed star in the center, "PARKER GRAHAM" below the star, "5556" below the name, "PROFESSIONAL" below the number, and "LAND SURVEYOR" at the bottom.

LEGEND:

- D.R. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- P.R. PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT FOUND
- F.D. PAPE-DAWSON
- PD IRON ROD
- I.R. FOUND MONUMENT AS DESCRIBED

LINE TABLE		
LINE	BEARING	LENGTH
L1	N24°26'24"W	144.22'
L2	N69°03'39"E	45.35'
L3	S20°52'59"E	338.70'
L4	S65°10'42"W	14.82'

CURVE TABLE			
CURVE	RADIUS	DELTA	CHORD BEARING
C1	2084.18'	5°24'56"	N27°11'12"W

0.212 ACRES
(9,220 SQ. FT. MORE OR LESS)

SJ DOVER SURVEY
ABSTRACT NO. 168

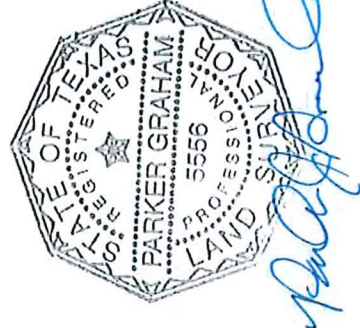
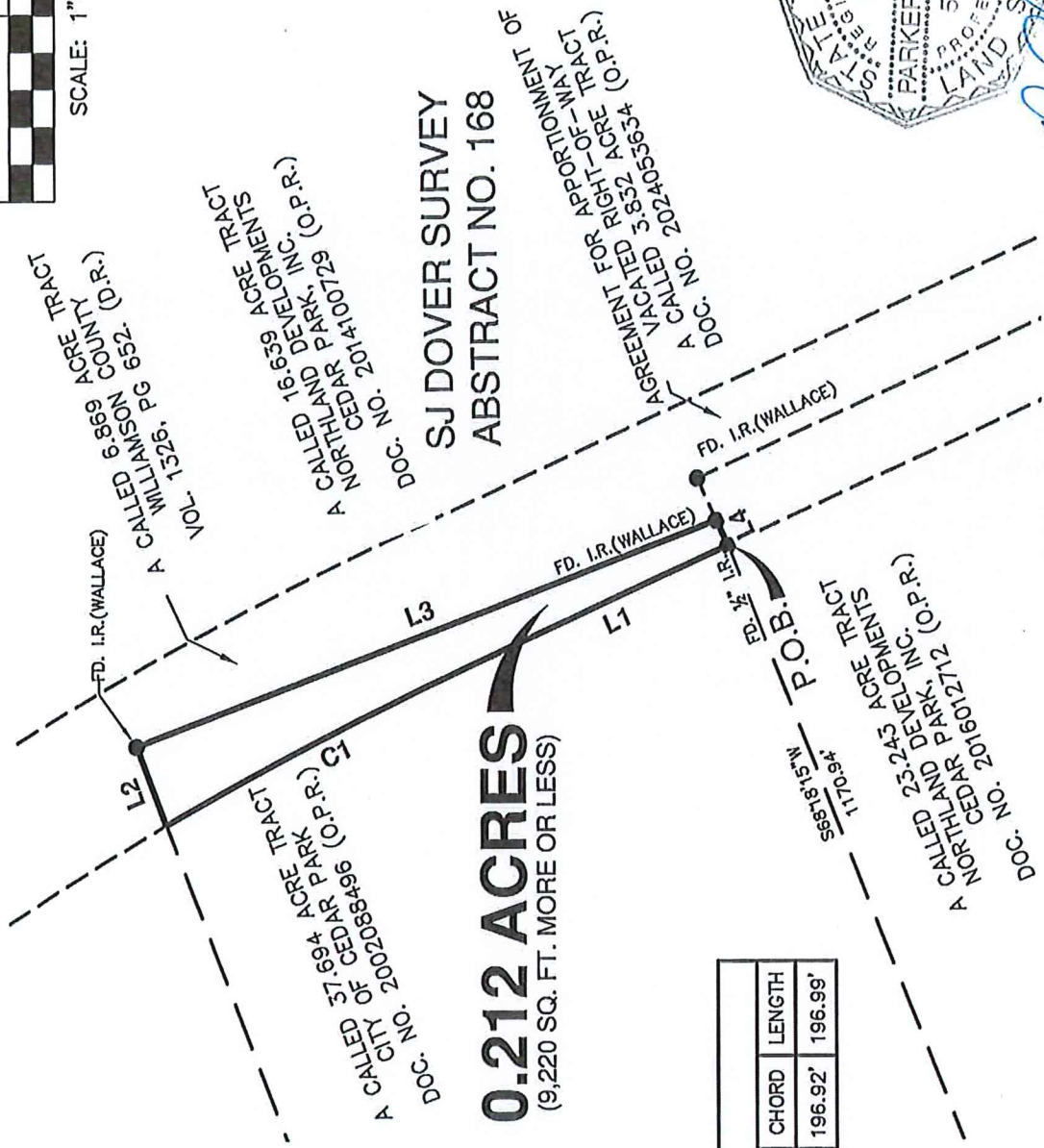
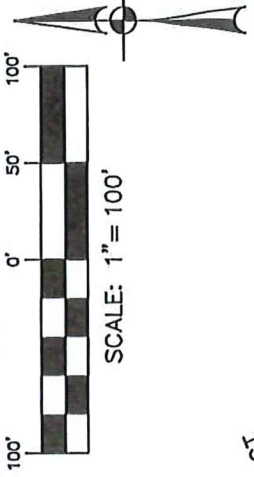


EXHIBIT OF

A 0.212 ACRE OR 9,220 SQUARE FOOT TRACT OF LAND BEING SITUATED IN THE SJ DOVER SURVEY ABSTRACT NO. 168 OF WILLIAMSON COUNTY, TEXAS, BEING OUT OF A CALLED 6.869 ACRE TRACT CONVEYED TO WILLIAMSON COUNTY BY INSTRUMENT RECORDED IN VOLUME 1326, PAGE 652 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. SAME BEING A CALLED "AGREEMENT FOR APPOINTMENT OF VACATED RIGHT-OF-WAY", BEING A CALLED 3.832 ACRE TRACT, RECORDED IN DOCUMENT NO. 2024053634 OF THE OFFICIAL PUBLIC RECORD OF WILLIAMSON COUNTY, TEXAS SAME BEING OUT OF A CALLED 37.694 ACRE TRACT CONVEYED TO CITY OF CEDAR PARK, BY INSTRUMENT RECORDED IN DOCUMENT NO. 2002088496 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

PAPE-DAWSON ENGINEERS

AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711
TSPS FIRM REGISTRATION #470 | TSPS FIRM REGISTRATION #10028801

JULY 17, 2024

SHEET 1 OF 1
JOB No.:51442-00

FIELD NOTES
FOR

A 0.451 ACRE OR 19,666 SQUARE FOOT TRACT OF LAND BEING SITUATED IN THE SJ DOVER SURVEY ABSTRACT NO. 168 OF WILLIAMSON COUNTY, TEXAS, BEING OUT OF A CALLED 6.869 ACRE TRACT CONVEYED TO WILLIAMSON COUNTY, BY INSTRUMENT RECORDED IN VOLUME 1326, PAGE 652 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAME BEING A CALLED "AGREEMENT FOR APPORTIONMENT OF VACATED RIGHT-OF-WAY", BEING A CALLED 3.832 ACRE TRACT, RECORDED IN DOCUMENT NO. 2024053634 OF THE OFFICIAL PUBLIC RECORD OF WILLIAMSON COUNTY, TEXAS, SAME BEING OUT OF A CALLED 16.964 ACRE TRACT CONVEYED TO CITY OF CEDAR PARK, BY INSTRUMENT RECORDED IN DOCUMENT NO. 2002088496 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 0.451 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 a ½" iron found point in the north boundary line of a called 0.621-acre tract in that "Possession and Use for Roadway Construction Purposes", Exhibit D, recorded in Document No. 2024011227 of said Official Public Records, said point being the southeast corner of a called 23.243 acre tract conveyed to Northland Developments Cedar Park, Inc., by instrument recorded in Document No. 2016012712 of The Official Public Records of Williamson County, Texas, same being the west boundary line of said 16.964 acre tract, for the southwest corner and **POINT OF BEGINNING** hereof;

THENCE N 24°29'24" W, with the east boundary line of said 23.243 acre tract, same being the west boundary line of said 16.964 acre tract, through the interior of said 6.869-acre tract, same being of said 3.832 acre tract, a distance of **490.42 feet** to a ½" iron rod with cap marked "WALLACE GROUP" found on a point being the northwest corner of said 16.964 acre tract, for the northwest corner hereof;

THENCE N 65°36'54" E, departing the east boundary line of said 23.243-acre tract, with the north boundary line of said 16.964, through the interior of said 6.869-acre tract, same being of said 3.832-acre tract, a distance of **40.23 feet** to a calculated point in the east boundary line of said 6.869-acre tract, for the northeast corner hereof;

THENCE S 24°26'24" E, with the east boundary line of said 6.869-acre tract, same being of said 3.832 acre tract, through the interior of said 16.964-acre tract, a distance of **492.54 feet** to a calculated point in the south boundary line of said 16.964-acre tract, said point being the southeast corner of said 6.869-acre tract, same being of said 3.832 acre tract, for the southeast corner hereof;

THENCE, with the south boundary line of said 16.964-acre tract, same being the south boundary line of said 6.869-acre tract, same being of said 3.832-acre tract, the following two (2) courses and distances:

1. **S 68°39'10" W**, a distance of **10.72 feet** to a ½" iron rod with cap marked "LJA" found hereof, and
2. **S 68°40'24" W**, a distance of **29.14 feet** to the **POINT OF BEGINNING** and containing 0.451 acres of land in Williamson County, Texas. Said tract being described in accordance with an exhibit prepared by Pape-Dawson Engineers, Inc. under Job No. 51442-00

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: July 17, 2024
Job No.: 51442-00
DOC. ID. H:\Survey\CIVIL\51442-00\ROW VACATION\Word\FN51442-00_0.451Ac_ROW Vacation.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-01



LEGEND:

- D.R. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- P.R. PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- F.D. FOUND
- PD PAPE-DAWSON
- I.R. IRON ROD
- FOUND MONUMENT AS DESCRIBED

LINE TABLE		
LINE	BEARING	LENGTH
L1	N24°29'24"W	490.42'
L2	N65°36'54"E	40.23'
L3	S24°26'24"E	492.54'
L4	S68°39'10"W	10.72'
L5	S68°40'24"W	29.14'

0.451 ACRES
(19,666 SQ. FT. MORE OR LESS)

SJ DOVER SURVEY
ABSTRACT NO. 168

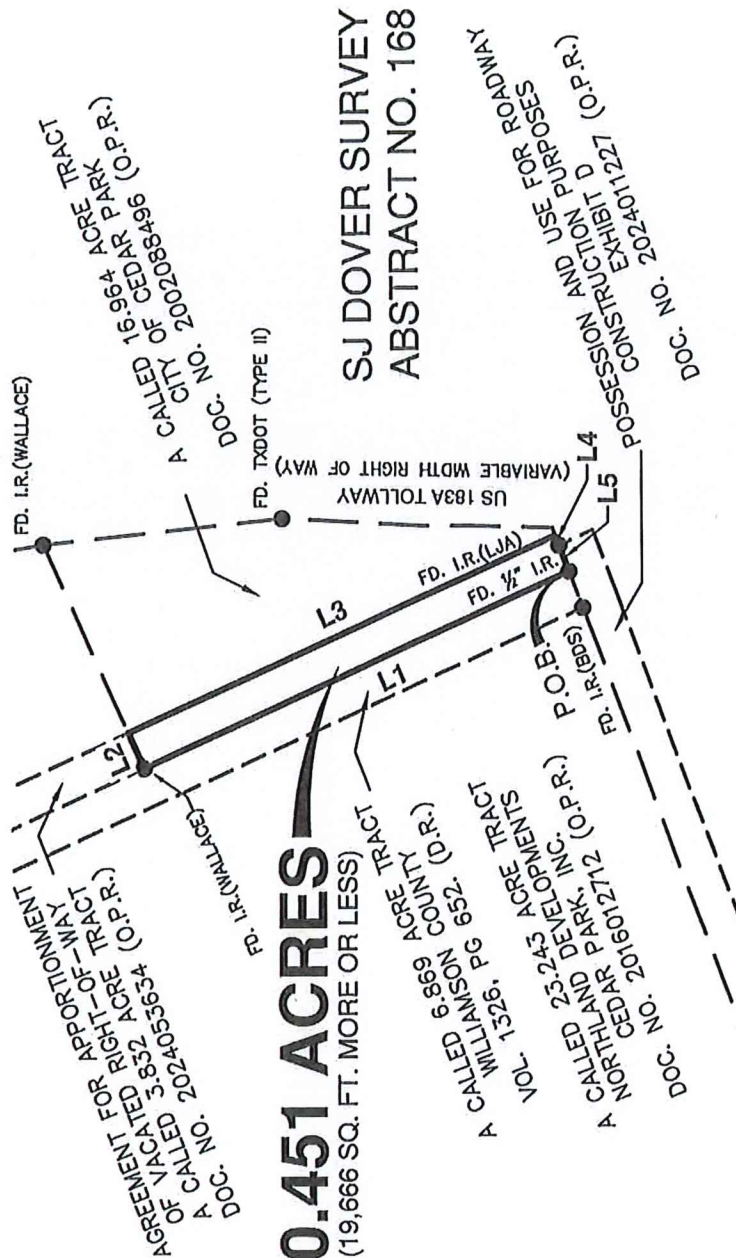
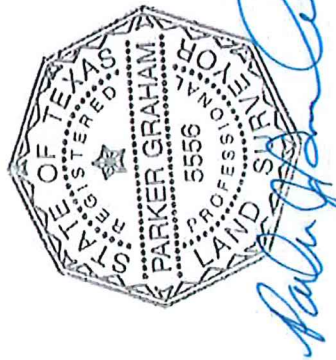


EXHIBIT OF

A 0.451 ACRE OR 19,666 SQUARE FOOT TRACT OF LAND BEING SITUATED IN THE SJ DOVER SURVEY ABSTRACT NO. 168 OF WILLIAMSON COUNTY, TEXAS, BEING OUT OF A CALLED 6.869 ACRE TRACT CONVEYED TO WILLIAMSON COUNTY, BY INSTRUMENT RECORDED IN VOLUME 1326, PAGE 652 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAME BEING A CALLED "AGREEMENT FOR APPORTIONMENT OF 'VACATED RIGHT-OF-WAY', BEING A CALLED 3.832 ACRE TRACT, RECORDED IN DOCUMENT NO. 2024053634 OF THE OFFICIAL PUBLIC RECORD OF WILLIAMSON COUNTY, TEXAS, SAME BEING OUT OF A CALLED 16.964 ACRE TRACT CONVEYED TO CITY OF CEDAR PARK, BY INSTRUMENT RECORDED IN DOCUMENT NO. 2002088496 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.



PAPE-DAWSON ENGINEERS

AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711
TBPE FIRM REGISTRATION #470 | TBPE-S FIRM REGISTRATION #10029801

JULY 17, 2024

SHEET 1 OF 1
JOB No.:51442-00

Date: Jul 22, 2024, 11:12am User ID: kghwrt
File: H:\Survey\Civil\51442-00\ROW VACATION\EX-51442-00_0_451A_ROW VACATION.dwg

Commissioners Court - Regular Session

59.

Meeting Date: 11/26/2024

Special Warranty Deed to Northland Developments Cedar Park

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, and consider authorizing the county Judge to execute a Special Warranty Deed conveying 0.495 acres, 1.045 acres, and 0.766 acres from Williamson County to Northland Developments Cedar Park, Inc regarding the vacation of right of way on Block House Creek Drive.

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Deed

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 11/21/2024

Reviewed By

Becky Pruitt

Date

11/21/2024 02:29 PM

Started On: 11/20/2024 09:38 AM

SPECIAL WARRANTY DEED

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 ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **WILLIAMSON COUNTY**, whose address is 710 Main Street Ste 101 Georgetown, Texas 78613, hereinafter referred to as Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, has this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **NORTHLAND DEVELOPMENTS CEDAR PARK, INC.**, hereinafter referred to as Grantee, 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:

All right, title and interest in and to Tract 02 – a 0.495-acre tract of land, Tract 04 – a 1.045-acre tract of land, and Tract 06 – a 0.766-acre tract of land, in Williamson County, Texas, as more particularly described by metes and bounds, to which reference is hereby made and incorporated herein in Exhibit “A” for all intents and purposes (the “Property”).

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:

- (i) Visible and apparent easements not appearing of record;
- (ii) Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;
- (iii) Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently affecting the Property, but only to the extent that said items are still valid and in force and effect at this time; and

Grantee acknowledges and agrees that, other than as may be specifically set forth herein, Grantor has not made, does not make and specifically disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or futures, 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, (d) 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 Grantor 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 Compensations and Liability Act of 1980, as amended, and applicable state laws, and regulations promulgated thereunder. Grantee further acknowledges and agrees that having been given the opportunity to inspect the Property, Grantee is relying solely on its own investigation of the Property and not on any information provided or to be provided by Grantor. Grantee 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 Grantor has not made any independent investigation or verification of such information. Grantee further acknowledges and agrees that the sale of the Property as provided for herein if made on an "as is, where is" condition and basis "with all faults". Grantee acknowledges and agrees that the provisions of this paragraph were a material factor in the determination of the purchase price of the Property.

TO HAVE AND TO HOLD the Property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Grantee 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 Grantee 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.

IN WITNESS WHEREOF, this instrument is executed on this ____ the day of _____, 2024.

[signature page to follow]

EXHIBIT "A"

Property

FIELD NOTES
FOR

A 0.495 ACRE OR 21,574 SQUARE FOOT TRACT OF LAND BEING SITUATED IN THE SJ DOVER SURVEY ABSTRACT NO. 168 OF WILLIAMSON COUNTY, TEXAS, BEING OUT OF A CALLED 6.869 ACRE TRACT CONVEYED TO WILLIAMSON COUNTY BY INSTRUMENT RECORDED IN VOLUME 1326, PAGE 652 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAME BEING A CALLED "AGREEMENT FOR APPORTIONMENT OF VACATED RIGHT-OF-WAY", BEING A CALLED 3.832 ACRE TRACT, RECORDED IN DOCUMENT NO. 2024053634 OF THE OFFICIAL PUBLIC RECORD OF WILLIAMSON COUNTY, TEXAS, SAME BEING OUT OF A CALLED 16.639 ACRE TRACT CONVEYED TO NORTHLAND DEVELOPMENTS CEDAR PARK, INC. BY INSTRUMENT RECORDED IN DOCUMENT NO. 2014100729 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 0.495 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:

COMMENCING at a cut "X" in concrete found at the west corner of a called 0.1643 -acre tract conveyed to City of Cedar Park by instrument recorded in Document No. 2015102019 of said Official Public Records, same being a point in the east boundary line of a called 37.694 -acre tract conveyed to City of Cedar Park by instrument recorded in Document No. 2002088496 of said Official Public Records, also being the southwest corner of a Remnant Portion of said 16.639 -acre tract:

THENCE N 69°04'15" E, along the north boundary line of said 0.1643-acre tract, same being the south boundary line of said 16.639-acre tract a distance of **210.47 feet** to a point in the west line of said 6.869-acre tract, same being of said 3.832-acre tract and **POINT OF BEGINNING** hereof;

THENCE, departing the north boundary line of said 0.1643-acre tract, through the interior of said 16.639-acre tract, with the west boundary line of said 6.869-acre tract, same being of said 3.832 acre tract, along the arc of a curve to the left, having a radius of **2084.18 feet**, a central angle of **04°44'03"**, a chord bearing and distance of **N 37°06'00" W, 172.16 feet**, for an arc length of **172.21 feet** to a calculated point in a north line of said 16.639 acre tract, same being the south line of 37.694 acre tract, for an angle point hereof;

THENCE N 69°07'40" E, through the interior of said 6.869-acre tract, same being of said 3.832 acre tract, with the north boundary line of said 16.639-acre tract, same being a south boundary line of said 37.694-acre tract, a distance of **10.07 feet** to a $\frac{1}{2}$ " iron rod with cap marked "WALLACE GROUP" found on an angle point in west line of said 16.639-acre tract, for an angle point hereof;

THENCE N 20°53'28" W, continuing through the interior of said 6.869-acre tract, same being of said 3.832-acre tract, with the easterly boundary line between said 37.694-acre tract, same being the westerly boundary line of said 16.639 -acre tract, a distance of **207.27 feet** to a calculated point for the northernmost point hereof;

THENCE, departing the east boundary line of said 37.694-acre tract, through the interior of said 16.639-acre tract the following two (2) courses and distances:

1. **S 41°00'41" E**, a distance of **134.06 feet** to a calculate point of curvature hereof, and
2. along the arc of a curve to the right, having a radius of **2164.18 feet**, a central angle of **06°49'22"**, a chord bearing and distance of **S 37°37'28" E, 257.56 feet**, for an arc length of **257.71 feet** to a calculated point in north line of said 0.1643-acre tract, same being the south boundary line of the Remnant Portion of said 16.639-acre tract, for the southeast corner hereof;

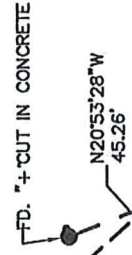
THENCE S 69°04'15" W, with the north boundary line of said 0.1643-acre tract, same being the south boundary line of the Remnant Portion of said 16.639-acre tract16, a distance of **82.29 feet** to the **POINT OF BEGINNING** and containing 0.495 acres of land in Williamson County, Texas. Said tract being described in accordance with an exhibit prepared by Pape-Dawson Engineers, Inc. under Job No. 51442-00

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: July 16, 2024,
Job No.: 51442-00
DOC. ID. H:\Survey\CIVIL\51442-00\ROW VACATION\Word\FN51442-00_0.495Ac_ROW Vacation.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-01



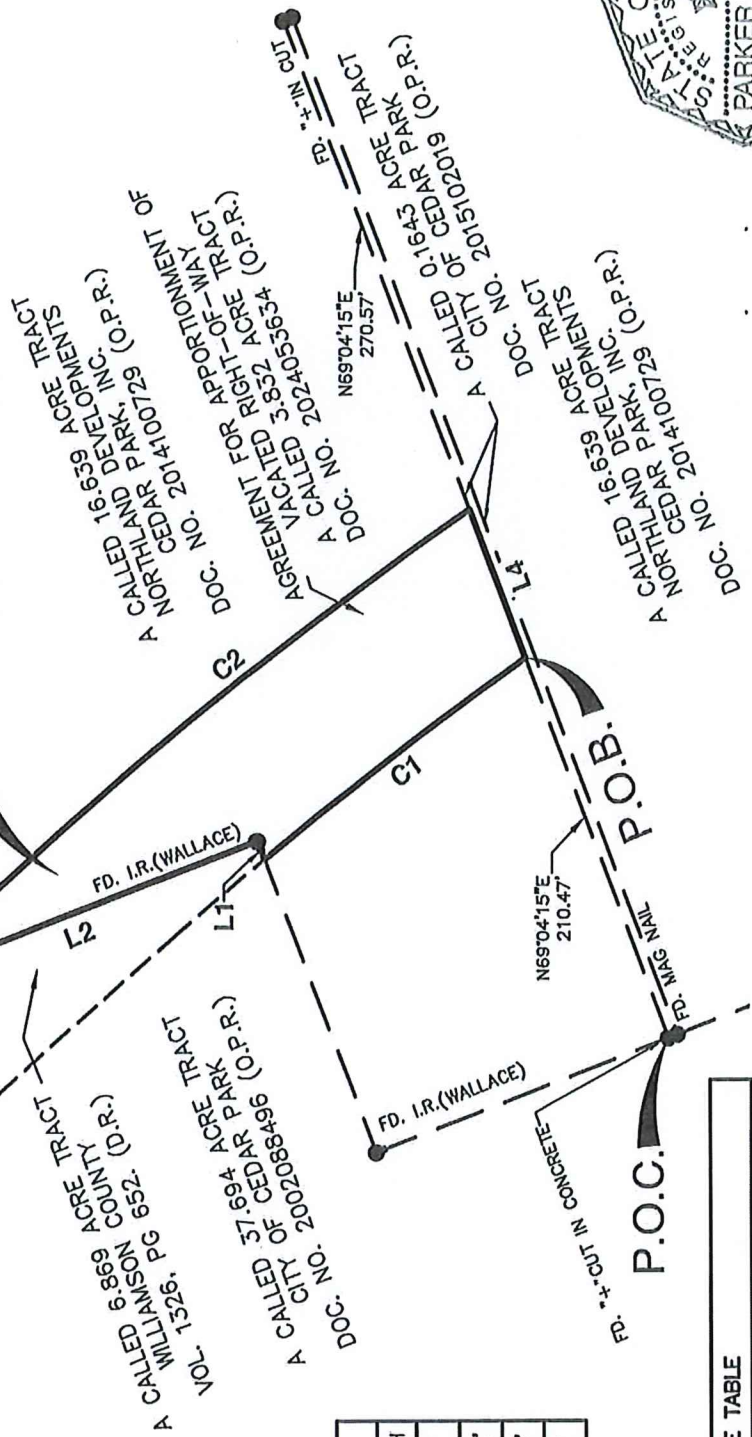
LEGEND:

- D.R. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- P.R. PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- F.D. FOUND
- PD PAPE-DAWSON
- I.R. IRON ROD
- FOUND MONUMENT AS DESCRIBED



**SJ DOVER SURVEY
ABSTRACT NO. 168**

0.495 ACRES
(21,574 SQ. FT. MORE OR LESS)

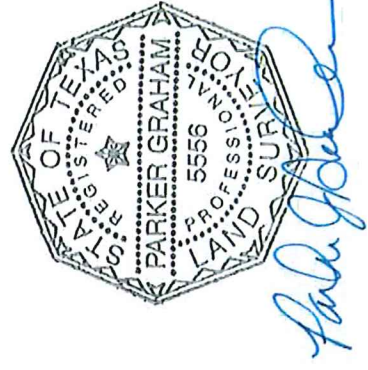


LINE TABLE		
LINE	BEARING	LENGTH
L1	N69°07'40"E	10.07'
L2	N20°53'28"W	207.27'
L3	S41°00'41"E	134.06'
L4	S69°04'15"W	82.29'

CURVE TABLE				
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	2084.18'	4°44'03"	N37°06'00"W	172.16'
C2	2164.18'	6°49'22"	S37°37'28"E	257.56'
				257.71'

EXHIBIT OF

A 0.495 ACRE OR 21,574 SQUARE FOOT TRACT OF LAND BEING SITUATED IN THE SJ DOVER SURVEY ABSTRACT NO. 168 OF WILLIAMSON COUNTY, TEXAS, BEING OUT OF A CALLED 6.869 ACRE TRACT CONVEYED TO WILLIAMSON COUNTY BY INSTRUMENT RECORDED IN VOLUME 1326, PAGE 652 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAME BEING A CALLED "AGREEMENT FOR APPORTIONMENT OF VACATED RIGHT-OF-WAY", BEING A CALLED 3.832 ACRE TRACT, RECORDED IN DOCUMENT NO. 202403634 OF THE OFFICIAL PUBLIC RECORD OF WILLIAMSON COUNTY, TEXAS, SAME BEING OUT OF A CALLED 16.639 ACRE TRACT CONVEYED TO NORTHLAND DEVELOPMENTS CEDAR PARK, INC. BY INSTRUMENT RECORDED IN DOCUMENT NO. 201410029 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.



**PAPE-DAWSON
ENGINEERS**

AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711
TBP# FIRM REGISTRATION #470 | TBP#S FIRM REGISTRATION #10028801

FIELD NOTES
FOR

A 1.045 ACRE OR 45,512 SQUARE FOOT TRACT OF LAND BEING SITUATED IN THE SJ DOVER SURVEY ABSTRACT NO. 168 OF WILLIAMSON COUNTY, TEXAS, AND BEING OUT OF A PART OF A CALLED 6.869 ACRE TRACT CONVEYED TO WILLIAMSON COUNTY, CONVEYED BY INSTRUMENT RECORDED IN VOLUME 1326, PAGE 652 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAME BEING A CALLED "AGREEMENT FOR APPORTIONMENT OF VACATED RIGHT-OF-WAY", BEING A CALLED 3.832 ACRE TRACT, RECORDED IN DOCUMENT NO. 2024053634 OF THE OFFICIAL PUBLIC RECORD OF WILLIAMSON COUNTY, TEXAS, SAME BEING A PART OF A CALLED 16.639 ACRE TRACT CONVEYED TO NORTHLAND DEVELOPMENTS CEDAR PARK, INC., BY INSTRUMENT RECORDED IN DOCUMENT NO. 2014100729 OF SAID OFFICIAL PUBLIC RECORDS. SAID 0.1045 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 a ½" iron rod with cap marked "WALLACE GROUP" found at the northwest corner of a called 16.964-acre tract conveyed to the City of Cedar Park, by instrument recorded in Document No. 2002088496 of said Official Public Records, same being the east boundary line of a called 23.243-acre tract, conveyed to Northland Developments Cedar Park, Inc., by instrument recorded in Document No. 2016012712 of said Official Public Records, same being the southwest corner of said 16.639-acre tract also being a point in the interior of said 6.869-acre tract, same being of said 3.832 acre tract, for the southwest corner and **POINT OF BEGINNING** hereof;

THENCE N 24°26'36" W, departing the north boundary line of said 16.964-acre tract, with the east boundary line of said 23.243-acre tract, same being the west boundary line of said 16.639-acre tract, through the interior of said 6.869-acre tract, same being of said 3.832 acre tract, a distance of **347.52 feet** to a ½" iron rod with cap marked "WALLACE GROUP" found in the northeast corner of said 23.243-acre tract, same being an interior corner of said 16.639-acre tract for an angle point hereof;

THENCE S 65°46'43" W, with the north boundary line of said 23.243-acre tract, same being a south boundary line of said 16.639-acre tract, through the interior of said 6.869-acre tract, same being of said 3.832 acre tract, a distance of **24.94 feet** to a ½" iron rod with cap marked "WALLACE GROUP" found on the southeast corner of a called 37.694, conveyed to City of Cedar Park, recorded in Document No. 2002088496 of said Official Public Records, same being as southwest corner of said 16.639-acre tract for an angle point hereof;

THENCE N 20°52'59" W, departing the north boundary line of said 23.243-acre tract, with the east boundary line of said 37.694-acre tract, same being the west boundary line of said 16.639-acre tract, through the interior of said 6.869-acre tract, same being of said 3.832 acre tract, a distance of **338.70 feet** to a ½" iron rod with cap marked "WALLACE GROUP" found on a northeast corner of said 37.694-acre tract, same being an interior corner of said 16.639-acre tract for an angle point hereof;

THENCE S 69°03'39" W, with a north boundary line of said 37.694-acre tract, same being a south boundary line of said 16.639-acre tract, through the interior of said 6.869-acre tract, same being of said 3.832 acre tract, a distance of **45.35 feet** to a calculated point hereof;

THENCE, departing a north boundary line of said 37.694-acre tract, through the interior of said 16.639-acre tract, with the west boundary line of said 6.869-acre tract, same being of said 3.832 acre tract, along the arc of a curve to the left, having a radius of **2084.18 feet**, a central angle of **04°41'42"**, a chord bearing and distance of **N 32°14'31" W, 170.74 feet**, for an arc length of **170.79 feet** to a calculated point in north boundary line of the Remnant Portion of said 16.639-acre tract, same being the south boundary line of a called 0.1643-acre tract conveyed to City of Cedar Park, by instrument recorded in Document No. 2015102019 of said Official Public Records for the northwest corner hereof;

THENCE N 69°03'50" E, with the north boundary line of the Remnant Portion of said 16.639-acre tract, same being the south boundary line of said 0.1643-acre tract, a distance of **82.24 feet** to a calculated point for the northeast corner hereof;

THENCE, departing the south boundary line of said 0.1643-acre tract, through the interior of said 16.639-acre tract the following two (2) courses and distances:

1. along the arc of a curve to the right, having a radius of **2164.18 feet**, a central angle of **09°35'53"**, a chord bearing and distance of **S 29°16'35" E, 362.12 feet**, for an arc length of **362.54 feet** to a calculated point hereof, and
2. **S 24°26'24" E**, a distance of **491.77 feet** to a calculated point on the north boundary line of said 16.964-acre tract, same being the south boundary line of said 16.639-acre tract, for the southeast corner hereof;

THENCE S 65°36'54" W, with the north boundary line of said 16.964-acre tract, same being the south boundary line of said 16.639-acre tract, a distance of **40.23 feet** to the **POINT OF BEGINNING** and containing 1.045 acres of land in Williamson County, Texas. Said tract being described in accordance with an exhibit prepared by Pape-Dawson Engineers, Inc. under Job No. 51442-00

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: July 16, 2024
Job No.: 51442-00
DOC. ID. H:\Survey\CIVIL\51442-00\ROW VACATION\Word\FN51442-00_1.045Ac_ROW Vacation.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-01



FIELD NOTES
FOR

A 0.766 ACRE OR 33,378 SQUARE FOOT TRACT OF LAND BEING SITUATED IN THE SJ DOVER SURVEY ABSTRACT NO. 168 OF WILLIAMSON COUNTY, TEXAS, BEING OUT OF A CALLED 6.869 ACRE TRACT CONVEYED TO WILLIAMSON COUNTY, BY INSTRUMENT RECORDED IN VOLUME 1326, PAGE 652 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAME BEING A CALLED "AGREEMENT FOR APPORTIONMENT OF VACATED RIGHT-OF-WAY", BEING A CALLED 3.832 ACRE TRACT, RECORDED IN DOCUMENT NO. 2024053634 OF THE OFFICIAL PUBLIC RECORD OF WILLIAMSON COUNTY, TEXAS, SAME BEING OUT OF A CALLED 23.243 ACRE TRACT CONVEYED TO NORTHLAND DEVELOPMENTS CEDAR PARK, INC., BY INSTRUMENT RECORDED IN DOCUMENT NO. 2016012712 OF SAID OFFICIAL PUBLIC RECORDS. SAID 0.766 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 a ½" iron with cap marked "BDS LAND SURVEY" found on a point in the north boundary line of a called 0.621-acre tract in that "Possession and Use for Roadway Construction Purposes", Exhibit D, recorded in Document No. 2024011227 of said Official Public Records, said point being in the south boundary line of said 23.243 acre tract, and being the southwest corner of said 6.869 acre tract, same being of said 3.832 acre tract, for the southwest corner and **POINT OF BEGINNING** hereof;

THENCE N 24°26'24" W, departing the north boundary line of said 0.621-acre tract, with the west boundary line of said 6.869-acre tract, same being of said 3.832 acre tract, through the interior of said 23.243-acre tract, a distance of **835.37 feet** to a ½" iron rod found on a point in the south boundary line of a called 37.694-acre tract conveyed to the City of Cedar Park, by instrument recorded in Document No. 2002088496 of said Official Public Records

THENCE N 65°10'42" E, with the south boundary line of said 37.694-acre, same being the north boundary line of said 23.243-acre tract, through the interior of said 6.869-acre tract, same being of said 3.832 acre tract, a distance of **14.82 feet** to a ½" iron rod with cap marked "WALLACE GROUP" found on a point being the southeast corner of said 37.694-acre tract, same being an angle point in the west boundary line of a called 16.639-acre tract conveyed to Northland Developments Cedar Park, Inc., by instrument recorded in Document No. 2016012712 of said Official Public Records, for an angle point in the north boundary line hereof;

THENCE, with the north boundary line of said 23.243-acre tract, through the interior of said 6.869-acre tract, same being of said 3.832 acre tract, **N 65°46'43" W**, a distance of **24.94 feet** to a ½" iron rod with cap marked "WALLACE GROUP" found on a point being the northeast corner of said 23.243-acre tract, same being an angle point in the west boundary line of said 16.639-acre tract, for the northeast corner hereof;

THENCE with the west boundary line of said 16.639-acre tract, same being the east boundary line of said 23.243-acre tract, through the interior of said 6.869-acre tract, same being of said 3.832 acre tract, **S 24°26'36" E**, a distance of **347.52 feet** to a ½" iron rod with cap marked "WALLACE GROUP" found in northwest corner of a called 16.964 acre tract conveyed to City of Cedar Park, by instrument recorded in

Document No. 2002088496 of said Official Public Records, same being the southwest corner of said 16.639-acre tract, also being an angle point in the east boundary line of said 23.243-acre tract, for an angle point hereof;

THENCE with the west boundary line of said 16.964-acre tract, same being the east boundary line of said 23.243-acre tract, through the interior of said 6.869-acre tract, same being of said 3.832 acre tract, **S 24°29'24" E**, a distance of **490.42 feet** to a ½" iron rod found on a point in the north boundary line of the aforementioned 0.621-acre tract, said point being the southwest corner of said 16.964-acre tract, same being the southeast corner of said 23.243-acre tract, for the southeast corner hereof;

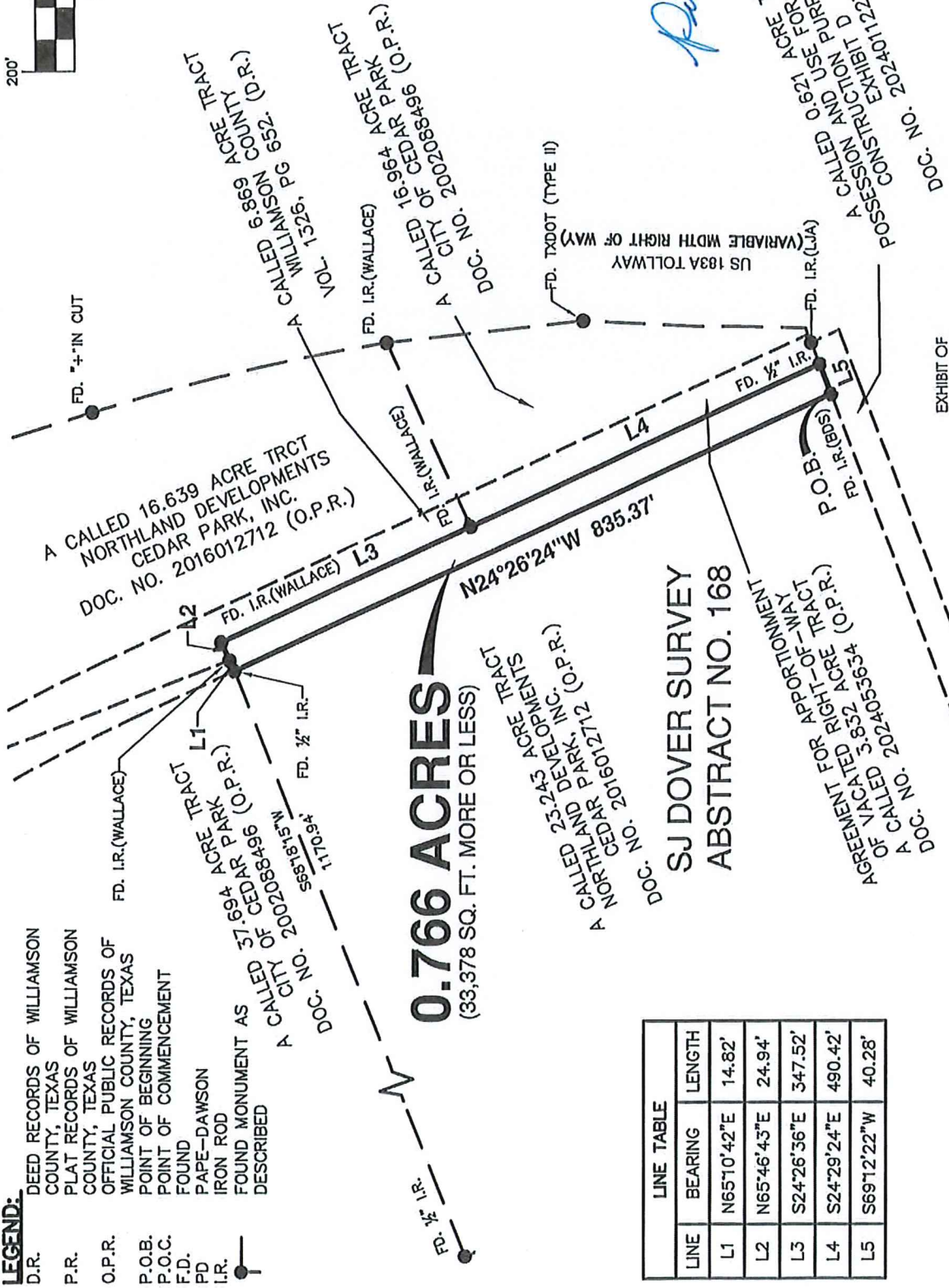
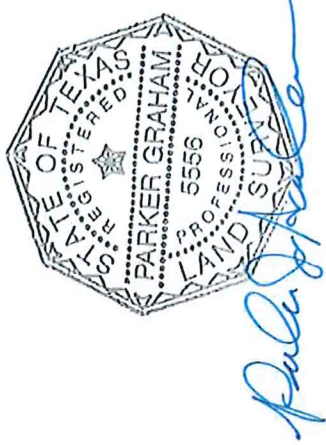
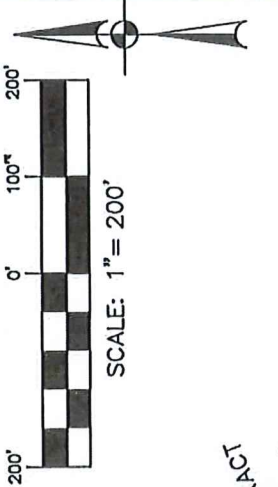
THENCE S 69°12'22" W, with the north boundary line of said 0.621-acre tract, same being the south boundary line of said 23.243-acre tract, a distance of **40.28 feet** to the **POINT OF BEGINNING** and containing 0.766 acres of land in Williamson County, Texas. Said tract being described in accordance with an exhibit prepared by Pape-Dawson Engineers, Inc. under Job No. 51442-00

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: July 17, 2024
Job No.: 51442-00
DOC. ID. H:\Survey\CIVIL\51442-00\ROW VACATION\Word\FN51442-00_0.766Ac_ROW Vacation.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-01




LEGEND:

- D.R. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- P.R. PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- F.D. FOUND
- PD PAPE-DAWSON IRON ROD
- I.R. FOUND MONUMENT AS DESCRIBED



0.766 ACRES
(33,378 SQ. FT. MORE OR LESS)

**SJ DOVER SURVEY
ABSTRACT NO. 168**

LINE	BEARING	LENGTH
L1	N65°10'42"E	14.82'
L2	N65°46'43"E	24.94'
L3	S24°26'36"E	347.52'
L4	S24°29'24"E	490.42'
L5	S69°12'22"W	40.28'

EXHIBIT OF

A 0.766 ACRE OR 33,378 SQUARE FOOT TRACT OF LAND BEING SITUATED IN THE SJ DOVER SURVEY ABSTRACT NO. 168 OF WILLIAMSON COUNTY, TEXAS, BEING OUT OF A CALLED 6.869 ACRE TRACT CONVEYED TO WILLIAMSON COUNTY, BY INSTRUMENT RECORDED IN VOLUME 1326, PAGE 652 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAME BEING A CALLED "AGREEMENT FOR APPOINTMENT OF VACATED RIGHT-OF-WAY", BEING A CALLED 3.832 ACRE TRACT, RECORDED IN DOCUMENT NO. 2024053634 OF THE OFFICIAL PUBLIC RECORD OF WILLIAMSON COUNTY, TEXAS, SAME BEING OUT OF A CALLED 23.243 ACRE TRACT CONVEYED TO NORTHLAND DEVELOPMENTS CEDAR PARK, INC., BY INSTRUMENT RECORDED IN DOCUMENT NO. 2016012712 OF SAID OFFICIAL PUBLIC RECORDS.

JULY 17, 2024

PAPE-DAWSON ENGINEERS

AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78758 | 512.454.8711
TBPPE FIRM REGISTRATION #4270 | TBPPLS FIRM REGISTRATION #10029801

SHEET 1 OF 1
JOB No.: 51442-00

Commissioners Court - Regular Session

60.

Meeting Date: 11/26/2024

Interlocal Agreement with BCMUD

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 First Amendment to the Interlocal Agreement between Williamson County and Brushy Creek Municipal Utility District regarding the Sam Bass Project. Funding Source: Bonds P462

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

ILA

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 11/21/2024

Reviewed By

Becky Pruitt

Date

11/21/2024 12:05 PM

Started On: 11/20/2024 09:21 AM

provide for the reimbursement by the County to the District of all Subdivision Sign Replacement Costs funded by the District;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and undertakings set forth below, the sufficiency of which are hereby acknowledged, the County and the District agree as follows:

ARTICLE ONE DEFINITIONS

1.01 Unless the context clearly requires otherwise, capitalized terms used in this First Amendment shall have the meaning as set forth in the Agreement.

ARTICLE TWO AGREEMENT AMENDMENTS

2.01 Section 6.05(b) of the Agreement is hereby deleted.

2.02 The Parties hereby agree that in lieu of the County causing relocation or replacement of the existing Brushy Creek North Subdivision sign pursuant to Section 6.05(c) of the Agreement, the District shall purchase and install a new sign to replace the Brushy Creek North Subdivision sign that was previously located at the northeast corner of Sam Bass Road and Great Oaks Drive and that was destroyed in connection with the Project. The District shall cause the replacement sign to be relocated to the area identified in **Exhibit "B"** of this First Amendment. The Parties agree that the replacement sign will be similar to the sign illustrated and dimensioned in **Exhibit "A"** of this First Amendment. The County shall reimburse the District for all Subdivision Sign Replacement Costs, which shall include the costs and expenses incurred by the District in connection with the purchase and installation of the replacement signage, up to but not exceeding an amount of FORTY-FOUR THOUSAND and No/100 Dollars (\$44,000.00). Any amounts due to the District that are not paid by the County within 30 days of receipt of a written invoice for payment will accrue interest as allowed and otherwise required pursuant to the provisions of the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code until paid.

2.03 The Parties hereby agree that in lieu of the District funding and constructing the construction of the New Fountain and for reimbursement by the County of all cost and expenses incurred by the District in connection therewith pursuant to Section 8.01 of the Agreement, the County shall provide payment to the District in the amount of SEVEN HUNDRED ONE THOUSAND SIX HUNDRED AND 00/100 DOLLARS (\$701,600) as the Fountain Compensation Payment. Payment shall be made within thirty (30) days after the Effective Date of this Agreement. After payment, the County shall have no responsibility for any future costs or expenses incurred by the District related to the New Fountain. The District shall have no obligation to construct the New Fountain by any date certain, and may elect in its sole and absolute discretion to utilize the Fountain Compensation Payment for any other purpose authorized by law.

**ARTICLE THREE
MISCELLANEOUS**

- 3.01 To the extent necessary to effect the terms and provisions of this First Amendment, the Agreement is hereby amended and modified. In all other respects, the aforesaid Agreement is hereby ratified and confirmed.
- 3.02 This First Amendment may be executed in counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto acting under the authority of their respective governing bodies have caused this First Amendment to be duly executed as of the day and year first above written.

(Signatures on the following pages)

BRUSHY CREEK MUNICIPAL UTILITY DISTRICT

By: 

Name: Kim Fialiatrault

Its: Board V. President

Date: 11.14.24

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr., County Judge

Date: _____

Attest:

By: _____
Nancy Rister, County Clerk

EXHIBIT "A"

GENERAL CONSTRUCTION NOTES

- These drawings and documents are submitted to the Owner of the project for review and approval prior to any release for bidding or construction. Contractors shall receive all bid information, instructions, bid forms, general terms and conditions, and all other required clarification from the Owner's Authorized Representative administering this project. Unless otherwise indicated, the Owner's Representative for this project shall be a specifically designated Landscape Architect from SEC Planning. The contractor will also be required to coordinate and correspond with the Landscape Architect from SEC Planning and key consultants for the Owner.
- These drawings supplement other contractual information which includes Bid Instructions and Project Specifications. Anything mentioned in the Project Specifications and not in the drawings, or vice-versa, shall be of like effect as if shown on or mentioned in both. In case of a discrepancy between Drawings or Project Specifications, the matter shall be immediately submitted to the Owners Representative; without his decision said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense. The contractor shall not take advantage of any apparent error or omission on the Drawings or in the Specifications. In the event the Contractor discovers such error or omission, they shall immediately notify the Owner's Representative. The Owner's Representative will then make such clarification and interpretations as may be deemed necessary for the Contractor to fulfill the intent of the Contract.
- The intent of these drawings, details and associated specifications is for the Contractor to provide the Owner with a complete, accurate, functionally and technically sound project as generally described in these documents. In most cases, unless explicitly noted otherwise, drawing symbols are used to represent complete-in-place systems to be provided as part of the base bid. All elements shown or implied by the drawings, if not specifically detailed or specified, shall be installed per building codes, manufacturer's recommendations, state highway department standards, city standards and specifications and standard industry practices.
- All plan quantities provided are approximate only. The Contractor is responsible for their own plan take-off's and accuracy of their bid based on actual site conditions. The contractor shall not take advantage of any apparent error or omission on the Specifications. In the event the Contractor discovers such error or omission, they shall immediately notify the Owner's Representative. The Owner's Representative will then make such clarification and interpretations as may be deemed necessary for the Contractor to fulfill the intent of the Contract.
- All work within this project shall conform to current local codes, ordinances, as well as all other applicable governing regulations in effect.
- All range points, ties, benchmarks or other survey control points which may be encountered during construction, must be preserved or modified/recorded by a registered surveyor at the Contractor's expense. Immediately upon discovery, the Contractor shall notify the Owner's Representative of any survey control points found and obtain direction prior to proceeding with construction.
- The Contractor shall coordinate and obtain all permits which are necessary to perform the proposed work. Owner is to pay for all construction permits unless otherwise indicated in the Contract Documents. Contractor shall obtain, at his expense, all specialty permits needed for specific items included with the work, unless otherwise indicated in the Contract Documents. Should the Contractor commence work, prior to obtaining the required permits or jurisdictional approvals, the Contractor shall be responsible for corrections, modifications, replacement or removal of the non-permitted work.
- It is the Contractor's responsibility to be aware of and comply with all notifications and inspection requirements of the Jurisdiction.
- Unless specifically noted otherwise in the Contract Documents, the Contractor shall obtain and coordinate all technical tests and reports by a certified independent laboratory or agency as outlined in the Specifications or these Drawings. The Owner may, at the Owner's sole discretion, provide separate testing and/or inspection service and the Contractor is required to fully coordinate with those consultants/contractors. Owner is to pay for all soils and materials testing.
- An Existing Condition Survey may have been provided to the Owner by registered surveyors under separate contracts for the basis of design. It is not to be considered as part of these Contract Documents. If provided, these survey plans may have been reformatted and included in these documents. The Contractor is required to visit the site to verify information. Without exception, any deviations or omissions found between these plans and existing site conditions shall immediately be brought to the attention of the Owner's Representative, but will not be considered as basis for additional payment except as allowed in change order process per General Conditions and Supplementary Conditions under the "Owner-Contractor Agreements/Contracts". For official survey information, Contractor may wish to contact the Owner, or Owner's surveyor at the Contractors expense.
- Existing utility information and utility information for proposed work by others that is shown in these documents is approximate and for general information only. It is not intended to depict exact locations of all utilities. The Contractor shall notify all utility companies to stake and field verify the locations including depths of all utilities (existing, proposed by others, or currently under construction), prior to commencing any related operations. Contractor shall maintain utility locations/structures during all remaining phases of work. The Contractor shall report to the Owner's Representative any utilities that may conflict with proposed work. This Contractor shall explore, understand, and coordinate (with subcontractors and others) all utilities impacts prior to submitting bid and shall be responsible for any modifications or damages to utility lines, structures or injuries therefrom. For existing utility information contact Texas 811. A minimum notice of 3 business days in advance of locational needs is required.
- These drawings do not specify safety materials, staffing, equipment, methods or sequencing to protect persons and property. It shall be the Contractor's sole responsibility to direct and implement safety operations, staffing, procedures to protect the Owner and his representatives, new improvements, property, other contractors, the public and others.
- The Contractor shall meet periodically with the Owner's Representative to determine marshalling areas, on-site storage, and contractor staff parking and to coordinate security issues, construction sequencing/phasing, scheduling, and maintaining public, emergency, handicapped or operations access before starting the related work. The Contractor shall meet any "Construction Criteria" or requirements shown on any Contract Documents, phasing plans or any imposed plan by the Owner as a part of the Base Bid.
- Some work in this Contract may occur concurrent with work by others. Phasing, sequencing and coordination, with work by others, and on-going facility operations in and around the site area, is a part of the scope of work for this project. Notice to proceed with work in any general area shall be obtained from the Owner.
- The Contractor will be required to complete all the work of this project according to these proposed drawings or subsequent clarification. A strict period of performance, including dates of substantial completion (for all and/or portions) and liquidation damages may be an integral element of the Contract.
- Any site improvements requiring removal under this contract shall be properly and legally disposed off-site or, at the Owner's option, surrendered/stockpiled in an approved on-site location per the direction of the Owner or Owner's Representative.
- The Contractor is required to maintain a complete and "up-to-date" set of all Contract Documents, including clarifications, change orders, etc., in good condition, at the construction site at all times. This set of documents will be made immediately available for review by the Owner's Representative and/or authorized Consultants upon request. Complete "As-Built" drawings and document submittals are also a requirement of this contract.
- Maintenance, warranties and performance guarantees may be a requirement of this contract - see specifications.
- Notes and details on specific drawings shall take precedence over general notes and typical details. The Contractor shall refer to all other Division Notes, Sheets Notes, Drawings and Project Contract Documents for additional information.
- Contractor shall refer to other related drawings for all other related improvements that will impact this project and require coordination. Drawings may be made available to the Contractors at request.

TREE PROTECTION NOTE

- All existing trees shall be protected from construction activities within construction zone. During which time, the use of a silt or chain link fence is required around each singular or group of protected trees. Parking of construction vehicles, equipment, and stockpiles within tree root zones is strictly prohibited. Contractor shall be responsible for any damage incurred to existing trees, including replacement, fees, fines or reimbursement to owner for said damages and, or to the City or Jurisdiction with governing authority per the Tree Ordinance.

OAK WILT PREVENTION NOTE

- If Oak Wilt is found on site within work zone, owner must be notified and the following procedures must be followed in accordance with USDA standards, (<http://www.na.fs.fed.us>) including disinfecting construction removal devices, tree removal and treatment to prevent development of spore mats. These treatments include debarking, chipping and drying the wood, covering dead wood with plastic, burying the edges for six months and air drying for a similar amount of time to kill fungus and associated insects off site at state designated facility.

HARDSCAPE LAYOUT AND INSTALLATION

- All work shown shall be field staked and subject to field verification, review and approval by the Owner or Owner's Representative prior to any constructions or demolition. Field staking of all proposed work and adjacent construction (even if future work by others) may be required by the Owner's Representative prior to approval of all improvements and adequate stakes shall be provided by Contractor's surveyor.
- To expedite, the layout of the site layout coordinates and/or grids may have been established in the Drawings. These points shall be field staked by the Contractor's surveyor as a part of this contract. The establishment of these points shall be approved by the Owner's Representative prior to any construction in those areas and will assist the Contractor in the layout of all site improvements as shown on drawing or otherwise.
- The construction tolerances for this project are minimal and the dimensions shown are to be strictly adhered to.
- Computed dimensions shall take precedence over scaled dimensions. Large scale drawings shall take precedence over small scale drawings. Dimensions shown with (+/-) shall be the only layout information allowed to vary, and may only vary to the tolerances given.
- The Contractor is responsible to provide complete-in-place systems, and a complete project. Any intermittent or periodic approvals received for portions of work, stakes, grades, or forms (by the Owner or Owner's Representative, Architects, Engineers, or others) shall not waive the Contractor's requirements to comply with the intent of any and all portions of this contract.
- All locations for walks, roads, swales, walls, curbs, structures etc. shall be staked by the Contractor. All layout information is based on ground coordinates and the Contractor shall meet with the owner's surveyors and engineers to clarify all datum, benchmark and control point requirements. Specific layout information will be provided to the Contractor by the Owner's Representative in AutoCAD (.dwg) format when requested.
- It is the intent and requirement of this contract to provide curvilinear walks, walls and curbs with smooth transitions and arcs (both horizontal and vertical). Straight segments and abrupt transitions will not be accepted unless shown as such on the plans. Wood curving forms may be required to obtain the proper effects.
- Hardscape improvements that are to be constructed per the drawings, shall be coordinated on site with the Owner's Representative, and be field staked or painted for approval of layout by the Owner's Representative prior to installation. Notify the Owner's Representative a minimum of 24 hours in advance for review. Improvements installed without field approval by Owner's Representative may be rejected and will be replaced at Contractor's expense. At the time of staking, the Contractor shall confirm the quantity of the improvements match the approved contract. In the event the Contractor discovers such a discrepancy, he shall immediately notify the Owner's or Owner's Representative for direction on how to proceed, prior to commencing work.
- All lot fencing or lot screen walls shall be placed on the property line or property boundary. Contractor shall confirm final location by field staking, to be reviewed by the Owner or Owner's Representative prior to construction.
- Rock gravel, rock mulch, synthetic mulch should be installed over weed barrier fabric. Weed barrier fabric should overlap edges a minimum of 6".

GRADING NOTES

- The Contractor shall obtain and review the Summary Report and Recommendations prepared by the geotechnical engineers and fully understand the existing soil conditions encountered prior to submitting bid. The Contractor shall comply with all recommendations made by the geotechnical engineers, civil engineers, structural engineers and Owner's Representative, as designated in the soil report, on these drawings, specified, or as directed during field observations and inspections.
- All earthwork operations will be subject to full inspection and regular testing by a qualified soils and materials engineer and this Contractor shall be responsible to coordinate scheduling, notification and procuring test results and documentation as required. The Contractor shall notify the Owner's Representative of any subsol conditions encountered, which vary from those found during previous soil investigations and/or that may not have been known during design. Any failed tests which must be retested will be a Contractor's expense.
- All earthwork operations shall be conducted in strict compliance with the project specifications including but not limited to:
 - Full locating, investigating and protection of ALL existing utilities to remain.
 - Removal of any organic materials or debris.
 - Stripping and stockpiling of all topsoil in approved location(s).
 - Removal of all unstable fill materials encountered.
 - Scarification and re-compaction to the minimum depth as specified and/or directed within all areas to receive fill, pavements or structures.
 - All classifications of "excavation" as required to meet proposed lines, grades, typical cross sections and improvement elevations.
 - Placement, shaping, and structural compaction of all classifications of "fill" or "embankment" as required to meet proposed lines, grades, typical cross sections and improvement elevations.
 - Providing dewatering, optimum moisture control, climate protection, dust control, erosion control and all other specified treatments.
 - Replacement of topsoil after grading changes have been accomplished.
- See, and comply with, all specifications for depth of moisture density treatments, controls and compaction requirements.
- These grading plans are intended to show vertical control of the site and are based upon the benchmarks, existing elevations and topography as provided by the Owner's surveyor. However, the Contractor, upon submittal of bid, agrees to accept the site grades and make all adjustments required to accomplish the work as proposed. Additionally proposed design elevations for adjacent construction projects may have to be incorporated if necessary. (Construction drawings for work by others, if applicable, are available upon request). Staking of future adjacent improvements, by this contract phase or by others, may be required if directed by the Owner's Representative to ensure proper coordination and requested staking is to be provided as part of this Base Bid.
- This Contractor shall verify all existing grades to remain and all adjacent new construction grades for compliance with those shown, prior to bid and construction. All deviations or conflicts with proposed work shall be reported immediately (with follow-up written) notice within 24 hours to the Owner's Representative for direction to proceed, but will not be considered as basis for additional payment except as allowed in change order process per General Conditions and Supplementary Conditions under the existing "Owner-Contractor Agreements/Contracts".
- The plans may call for specific temporary benchmarks to be transferred to the site by a certified surveyor and accurately established on site as a part of this contract. Contractor shall verify all benchmarks and information used in design and compare to existing conditions.
- It is this Contractor's responsibility to provide proper positive drainage throughout this contract area. Field conditions shall be verified in conjunction with the proposed elevations to ensure that adequate drainage is provided. Report deviations or conflicts to Owner's Representative. Unless otherwise indicated, minimum slope for paved surfaces shall be 1% and minimum slope for non-paved areas shall be 2%. Slope away from all structures shall be 3% minimum, for a distance of 5' minimum. Maximum ground slopes to be 4' horizontal to 1' vertical, unless otherwise approved in advance.
- All design elevations shown are "finished grades" unless otherwise indicated. Contractors shall refer to drawings, details and specifications regarding depth of sub-grade materials required to construct project improvements.
- All topsoil and/or drainage way muck excavation shall be saved and stockpiled in approved locations for future use.

LIGHTING

- Landscape lighting system is to be installed by a licensed electrician with documented experience in installing lighting systems of similar scope within the last two years. The Contractor is to supply a complete lighting system including all associated equipment such as conduit, weather proof and/or water proof junction boxes, ballasts, connectors, harnesses, time clocks, photocells, etc.
- The Contractor shall review proposed layout of lighting system and all related equipment locations with the Owner or Owner's Representative prior to commencing installation.
- After installation the Contractor will be required to adjust light fixtures until the Owner's Representative is satisfied with the desired effect. This will require the Contractor and/or the Contractor's electrician to meet with the Owner and Owner's Representative after sunset. This adjustment is to be included in the base Bid amount.
- The Contractor shall provide a two year warranty on all equipment including lamps, ballasts and installation.
- Independent ballasts, if required, shall be "ganged" in an inconspicuous, accessible location in a horizontal, weatherproof box or tray near ground level. Mounting of ballast in trees will not be allowed without written authorization from the Owner's Representative.
- All exposed boxes, trays, conduit, etc. shall be painted by the contractor to blend in with surrounding landscape elements.
- All equipment shall be U.L. listed and installation shall comply with N.E.C. and all other applicable codes.
- All lights are to be controlled by a photocell on and timer off system unless specified otherwise on the drawings.
- All wire run underground must be in rigid conduit.
- Plan layout of underground wiring to minimize disturbance to the roots of existing trees. If underground wiring must pass through the critical root zone of protected trees, trenching and related work must be performed by hand. No mechanical trenching is permitted within the Critical Root Zone.
- Tree lighting (if applicable):
 - Install Karlock (or equal) flexible conduit from base of tree to a minimum eight foot height above ground. At the end of the conduit install a waterproof hub (for single cable) or W-P bell box for multiple cables. Paint conduit and box to match tree trunk. Use SJTO electrical cord from conduit to light fixture. Attach cord to tree using long galvanized cord staples or other approved method. Provide a 36" loop of extra cord at the light fixture to allow for light adjustment and tree growth.
 - Attach light fixtures to trees utilizing galvanized mounting plates drilled for hub connection with a minimum of two mounting screws. Mounting screws are to be ¼-20 threads x 5" length (one end wood screw threads and the other end bolt threads). Install at least two inches of thread into tree and install with at least two inches between tree and mounting plate.
 - All tree downlights are to be mounted in the top third of the tree canopy.
 - All fixtures are to be located, adjusted as needed and shielded to prevent glare, light trespass on to adjacent properties or Rights-of-way.



TEXAS LAW REQUIRES 48 HOURS OF NOTICE PRIOR TO DIGGING, EXCLUDING WEEKENDS AND HOLIDAYS. ALL BEFORE YOU DIG, WAIT THE REQUIRED AMOUNT OF TIME, RESPECT THE MARKS, AND DIG WITH CARE! THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MAY OCCUR BY A FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

SEC Planning, LLC

LANDSCAPE ARCHITECTURE
LAND PLANNING

4201 W. Parmer Lane, Bldg A Suite 220
Austin, TX 78727
T 512.246.7009
www.secplanning.com
info@secplanning.com

**BRUSHY CREEK
MUNICIPAL UTILITY
DISTRICT**

16318 GREAT OAKS DRIVE
ROUND ROCK, TEXAS 78681

04/15/2024

LANDSCAPE IMPROVEMENT PLANS

BRUSHY CREEK NORTH

8600 O'CONNOR DR., ROUND ROCK, TX 78681

Drawing File Name
K:\230044-BCMUD\Cadfiles\LA\Brushy Creek North
Sign\Details\LN-1 Sign.dwg

Issued:
1. **CLIENT REVIEW** 04/15/2024
2. _____
3. _____
4. _____
5. _____

Revisions:
1. _____
2. _____
3. _____
4. _____
5. _____

Issue Date: 04/15/2024

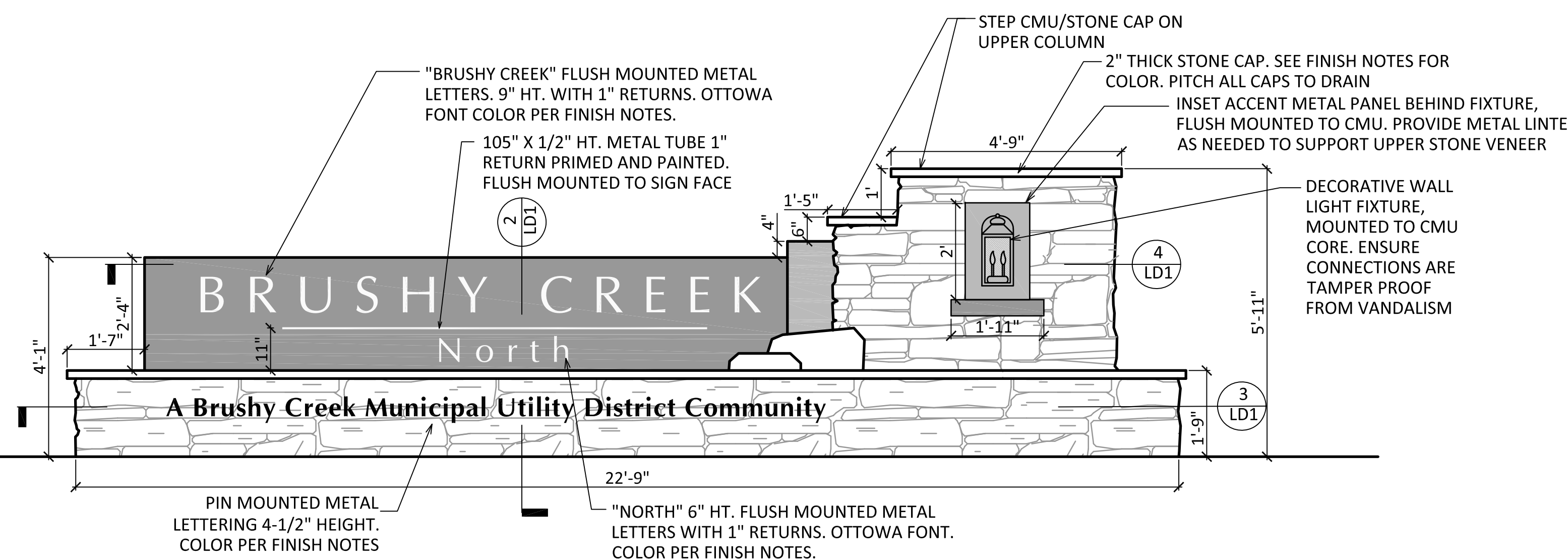
Drawn By: CM
Reviewed By: CM, BD

Project No.
230044-BCMUD

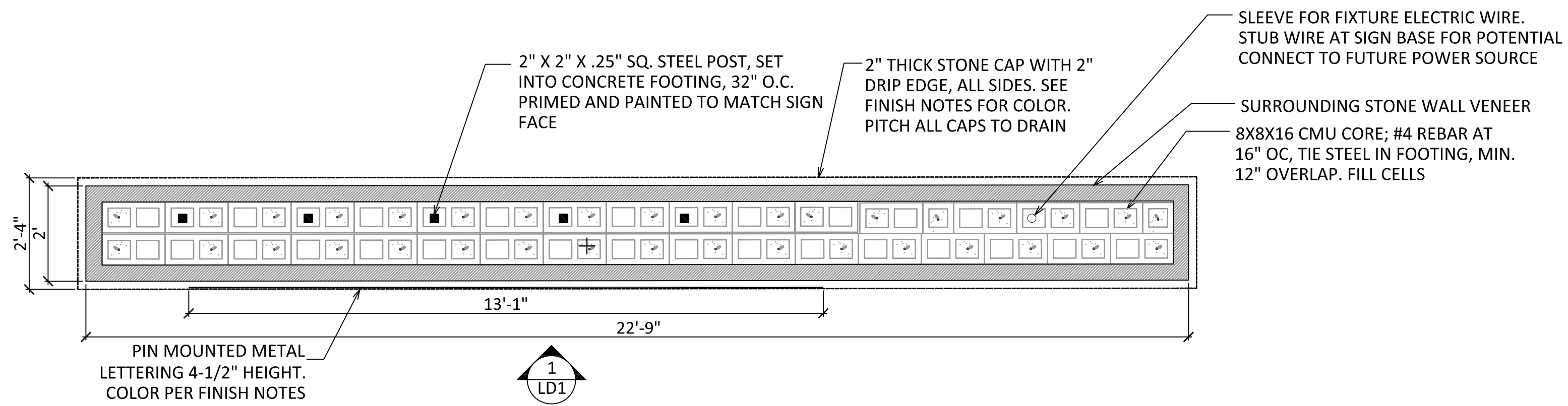
**CONSTRUCTION
NOTES**

Sheet No.
LN-1 _____ of _____

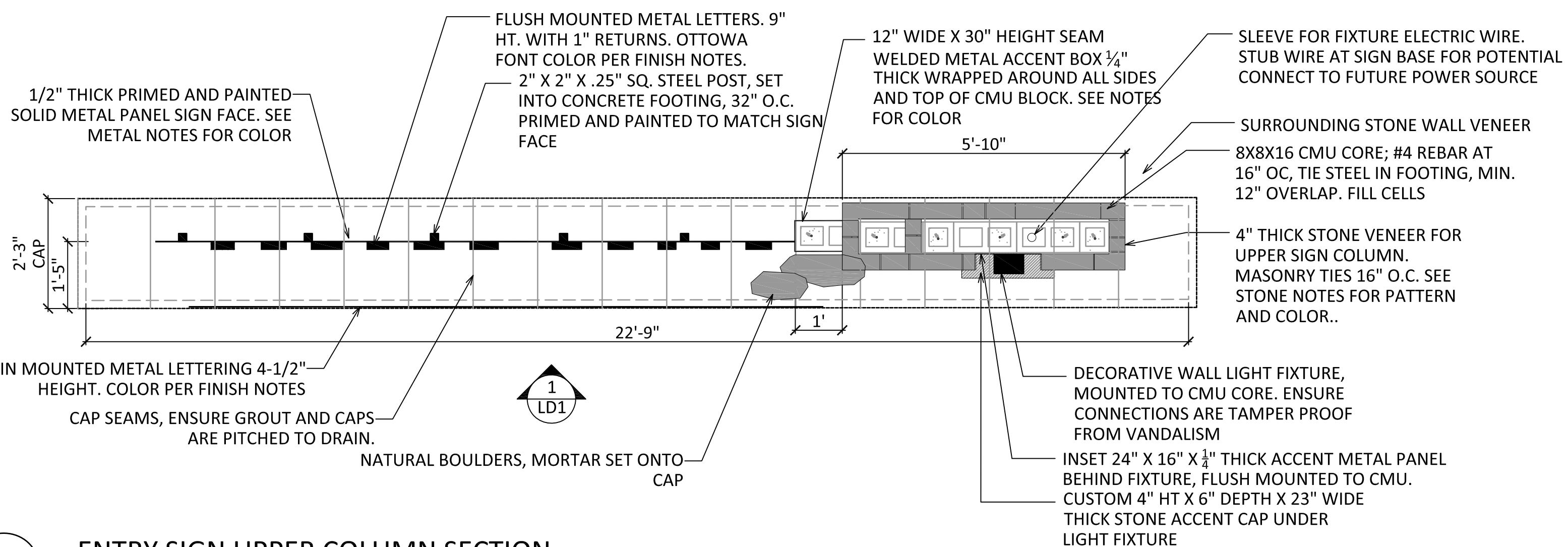
The reproduction, copying or other use of this drawing without the written consent of SEC Planning, LLC is prohibited.
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SEC Planning, LLC



1 ENTRY SIGN ELEVATION
SCALE: 1/2" = 1'-0"



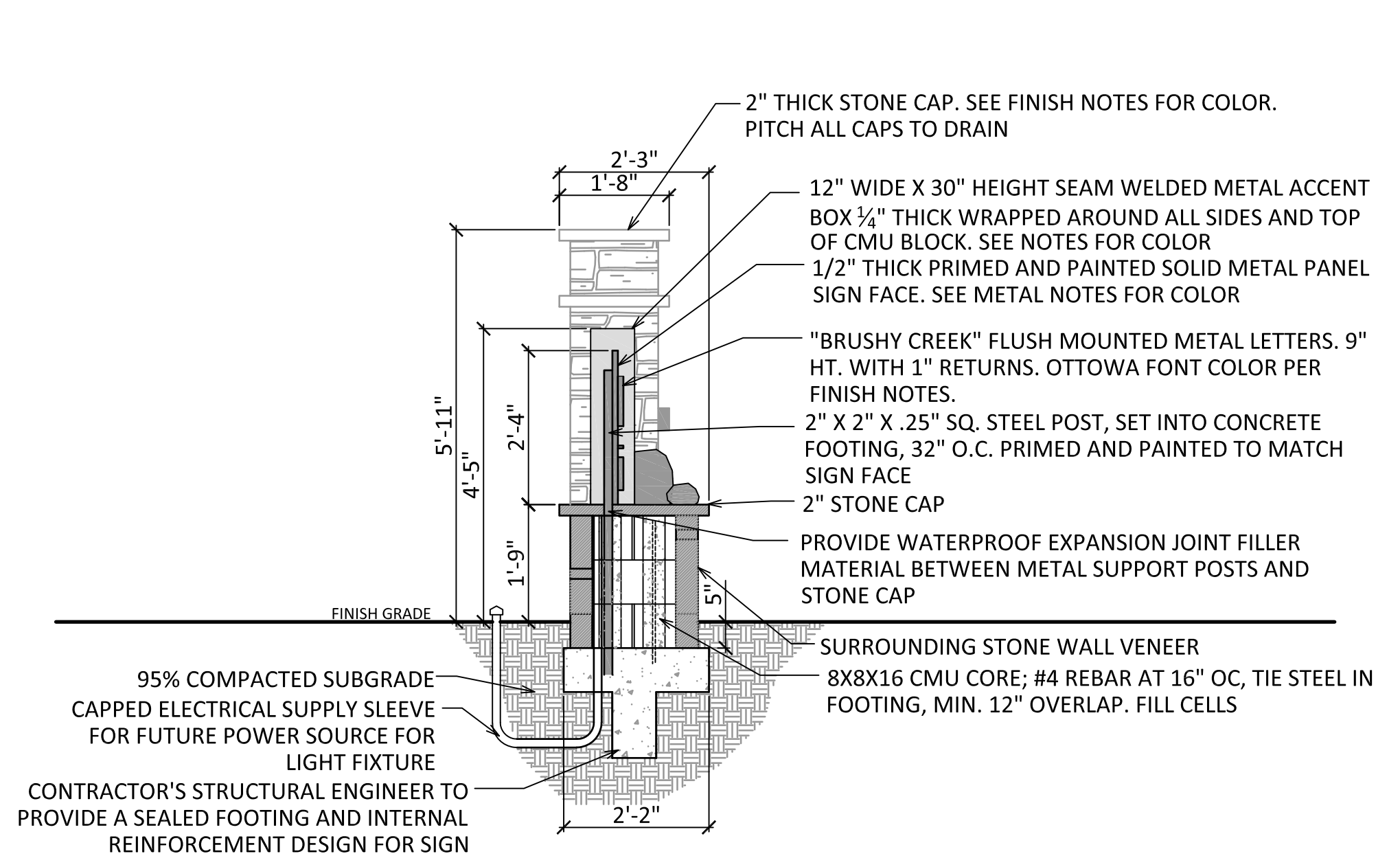
3 ENTRY SIGN BASE HORIZONTAL SECTION
SCALE: 1/2" = 1'-0"



4 ENTRY SIGN UPPER COLUMN SECTION
SCALE: 1/2" = 1'-0"

***NOTE: SIGNAGE SHALL BE MANUFACTURED AND INSTALLED PER CURRENT INDUSTRY STANDARDS BY COMMERCIAL SIGN MANUFACTURER WITH MINIMUM OF 5 YEARS DOCUMENTED EXPERIENCE.**

***NOTE: ALL METALS, PAINT COLORS AND STONE TO BE REVIEWED AND APPROVED THROUGH SIGNED SUBMITTALS BY OWNER'S REPRESENTATIVE PRIOR TO ORDERING. FAILURE TO DO SO COULD RESULT IN CONTRACTOR BEING LIABLE FOR CHANGING FINISHES AND/OR STONE DURING OR AFTER INSTALLATION ON SITE. 4'X4' MOCK-UPS OF STONE AND LETTERING SHALL ALSO BE PROVIDED ON SITE, IN A SEPARATE LOCATION FROM THE FINAL MONUMENT.**



2 ENTRY SIGN VERTICAL SECTION
SCALE: 1/2" = 1'-0"

PRODUCT NOTES
WALL LIGHT FIXTURE
WIRED TO STUB OUT LOCATION AT BASE OF SIGN FOR FUTURE ELECTRIC HOOKUP IF DESIRED BY OWNER. SEE PRODUCT SPEC SHEET

STONE NOTES
1.A) 4" THICK STONE VENEER:
CREAM LIMESTONE, 4, 6 & 8 RANDOM ASHLAR PATTERN
1/4"-1/2" DEEP RAKE MORTAR JOINT, COLOR: LIGHT TAN. DRY STACKED LOOK

1.B) 4" & 2" STONE CAPS:
CREAM LIMESTONE, SAW CUT TOP, CHOPPED EDGES
STONE SOURCE: COBRA STONE 1085 CR 239, FLORENCE, TX 76527, OFFICE: 512.746-5600

METAL FINISHES
1.) MAIN SIGN FACE AND SUPPORT POSTS:
PRIMED AND PAINTED WITH 3-STAGE MARINE-GRADE EXTERIOR PAINT COLOR: SW 6118 LEATHER BOUND

2.) FLUSH MOUNTED METAL LETTERING, "BRUSHY CREEK NORTH" 1" RETURNS; OTTAWA FONT, PRIMED AND PAINTED WITH 3-STAGE MARINE-GRADE EXTERIOR PAINT COLOR: SW 7004 SNOWBOUND

3.) METAL ACCENT BOX: PRIMED AND PAINTED WITH A 3-STAGE MARINE-GRADE EXTERIOR PAINT COLOR: SW 6385 DOVER WHITE

4.) ACCENT INSET PANEL BEHIND LIGHT FIXTURE
PRIMED AND PAINTED WITH 3-STAGE MARINE-GRADE EXTERIOR PAINT COLOR: MATCH SIGN FACE

5.) PIN MOUNTED METAL LETTERING, "A Brushy Creek Municipal Utility District Community" 4.5" HT, OTTAWA FONT, PRIMED AND PAINTED WITH A 3-STAGE MARINE-GRADE EXTERIOR PAINT COLOR: SW 6258 TRICORN BLACK



ANCHORAGE
1854LZ
MEDIUM WALL MOUNT LANTERN
Anodized aluminum frame design crafted of solid aluminum to reflect a bold yet refined silhouette. The light clear borosilicate glass and clear glass complement the long clean lines, elegant and cast-iron handle and sturdy knob, resulting in a vintage style with classic charm.

DETAILS	
FINISH	Light Old Bronze
MATERIAL	Aluminum
GLASS	Clear
DAMMABLE	YES WITH DIMMABLE LAMP (NOT INCLUDED)

DIMENSIONS	
DEPTH	6.2"
HEIGHT	17.5"
WEIGHT	5lb
BACK PLATE	4.5"W X 7"H
EXTENSION	7.8"
TOP TO OUTLET	16.2"

LIGHT SOURCE	
LIGHT SOURCE	Incandescent
WATTAGE	2-5w Class LED, 50w max
VOLTAGE	120v

SHIPPING	
CARTON LENGTH	11.4"
CARTON WIDTH	10.1"
CARTON HEIGHT	10"
CARTON WEIGHT	7.0"

PRODUCT DETAILS:

- Suitable for use in wet (outdoor direct rain) locations as defined by NEC and CEC. Meets United States UL, Underwriters Laboratories & CSA Canadian Standards Association Product Safety Standards.
- Our Estate Collections boast a breadth of finishes defined by coordinating composition, enduring architecture, and time-honored craftsmanship, designed to meet the needs of expansive properties with extended outdoor living spaces. From the entrance of your driveway to the depths of your backyard, these collections provide cohesive design for stately exteriors.
- 2-year finish warranty.
- The Heritage Collection encompasses premium outdoor fixtures that pay tribute to the heritage of America's past while reinforcing Hinkley's philosophy of timeless, quality design.
- Classic lines and heritage details complement traditional architecture.

HINKLEY
HINKLEY
3300 Pin Oak Parkway
Aurora, IL 60017
PHONE: (646) 855-6500
Toll Free: 1 (822) 440-0539
hinkley.com



Drawing File Name
K:\230044-BCMUD\Cadfiles\LA\Brushy Creek North Sign\Details\LD-1 Sign.dwg

Issued:	CLIENT REVIEW	04/15/2024
1.		
2.		
3.		
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5.		

Revisions:

1.	
2.	
3.	
4.	
5.	

Issue Date: 04/15/2024

Drawn By: CM
Reviewed By: CM, BD

Project No.
230044-BCMUD

CONSTRUCTION DETAILS

Sheet No.
LD-1 of **_____**

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SEC Planning, LLC

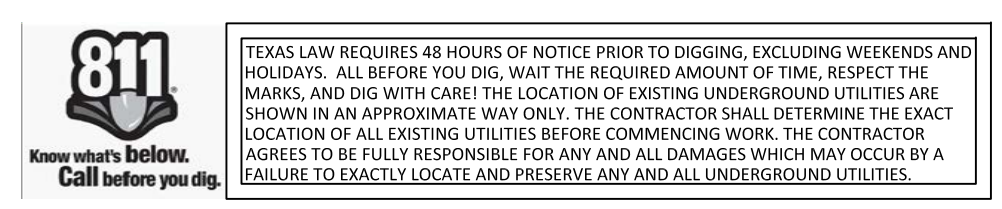


EXHIBIT "B"



ORDER APPROVING FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY, TEXAS, AND BRUSHY CREEK MUNICIPAL UTILITY DISTRICT REGARDING THE SAM BASS PROJECT

WHEREAS, Brushy Creek Municipal Utility District (the "*District*") is a municipal utility district created and operating under the authority of Chapters 49 and 54 of the Texas Water Code, as amended; and

WHEREAS, Section 49.213(b) of the Texas Water Code authorizes a district to enter into contracts with any person or any public or private entity in the performance of any purpose or function permitted by a district; and

WHEREAS, Williamson County, Texas and Brushy Creek Municipal Utility District entered into the Interlocal Agreement Between Williamson County, Texas, And Brushy Creek Municipal Utility District Regarding the Sam Bass Project, which was fully executed August 16, 2022; and

WHEREAS, the Board of Directors of the District now desires for the District to enter into the The First Amendment of the Interlocal Agreement Between Williamson County, Texas, And Brushy Creek Municipal Utility District Regarding the Sam Bass Project; and

NOW, THEREFORE, BE IT ORDERED BY THE BOARD OF DIRECTORS OF BRUSHY CREEK MUNICIPAL UTILITY DISTRICT, THAT:


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

SECTION 2. The Board of Directors hereby approves the contract attached hereto, and further authorizes the execution thereof by the President, Vice-President or General Manager of the District.

SECTION 3. Upon adoption, a copy of this Order shall be retained in the District's records and retained in accordance with the District's record retention policies.

RESOLVED this 14 day of November, 2024.

BRUSHY CREEK MUNICIPAL UTILITY DISTRICT

By: 
President

ATTEST:


Secretary

Commissioners Court - Regular Session

61.

Meeting Date: 11/26/2024

ILA with Cedar Park regarding Toro Grande Blvd.

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Interlocal Agreement regarding the participation of the City of Cedar Park, Texas and Williamson County, Texas in the construction costs related to the Toro Grande Boulevard project. Funding Source: Bonds P666

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

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

Attachments

ILA

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 11/21/2024

Reviewed By

Becky Pruitt

Date

11/21/2024 02:55 PM

Started On: 11/21/2024 10:54 AM

**INTERLOCAL AGREEMENT
REGARDING THE PARTICIPATION OF THE CITY OF CEDAR PARK, TEXAS, AND
WILLIAMSON COUNTY, TEXAS IN THE DESIGN AND CONSTRUCTION COSTS
RELATED TO THE TORO GRANDE BOULEVARD PROJECT**

THE STATE OF TEXAS §
 § KNOW ALL BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

THIS INTERLOCAL AGREEMENT (“Agreement”) is entered into between the City of Cedar Park, Texas (“City”), a Texas home-rule municipality, and Williamson County, a political subdivision of the State of Texas (“County”). In this Agreement, City and the County are sometimes individually referred to as a “Party” and collectively referred to as the “Parties.”

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties;

WHEREAS, the City is and has been in the process of designing improvements to Toro Grande Boulevard from Parmer Lane to New Hope Drive, as shown in Exhibit “A” attached hereto (“City Project”);

WHEREAS, the County desires to cooperate with the City to facilitate the construction of the City Project; and

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the County and City agree as follows:

PURPOSE

1.01 General. The purpose of this Agreement is to provide for the County’s participation in the design, right-of-way acquisition, and construction of the City Project.

**II.
DESIGN AND CONSTRUCTION OF CITY PROJECT**

2.01 Design of City Project. The City shall be responsible for coordinating with the selected design firm (“Design Firm”) regarding the engineering and design for the City Project. The City shall ensure that the design includes the following:

A new four-lane road between Parmer Lane and New Hope Drive.

2.02 Design and Construction Costs. The City shall be responsible for all costs associated with the preliminary and final design, right-of-way acquisitions, utility relocation,

construction bidding, project management, and all other costs related to the City Project (“Project Cost”). The estimated Project Cost is \$32,167,000.

2.03 Construction Plans. The City shall schedule periodic progress meetings with the County of not less than one per month, unless otherwise agreed by both Parties, and the County shall have the right to review and approve all construction documents prior to finalization by the engineer.

2.04 Permits. The City shall be responsible for obtaining permits, if any, required for the construction of the City Project.

2.05 Operation and Maintenance After Acceptance. City shall be responsible for the operation and maintenance of the City Project improvements within the City’s territorial limits.

III. COUNTY OBLIGATIONS

3.01 Permission to Construct. County agrees to allow the City to construct the City Project on and within County-owned right-of-way if applicable.

3.02 County Payment. The County shall reimburse the City for the City Project in an amount not to exceed TEN MILLION ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$10,100,000.00) for a portion of the Project Costs (together “County Participation Amount”). The County Participation Amount is in addition to the County’s Project Costs share of \$6,000,000.00 in accordance with the Interlocal Agreement executed by the parties effective December 20, 2020 (the “2020 Interlocal Agreement”). The City will submit reimbursement requests up to the County Participation Amount using the following payment schedule: 25% upon full execution of the Agreement between the City and the County, 25% upon awarding construction contract, 25% when construction is 50% complete, as determined by the value of the work completed to date against the total construction contract amount, and 25% upon substantial completion, as defined by the construction contract. The payment schedule is anticipated to follow the milestones identified in the anticipated project schedule shown in Exhibit “B” attached hereto.

3.03 Texas Prompt Payment Act Compliance. Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Customer receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by 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 County fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street

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

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

IV. DISPUTES

4.01 Material Breach; Notice and Opportunity to Cure.

(a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice which may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach.

(b) Any non-defaulting Party will mitigate direct or consequential damages arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration, or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

4.02 Equitable Relief. In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in monetary damages alone, the Parties agree that after providing notice and an opportunity to cure in accordance with Section 4.01 above, the Parties shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party shall be liable to the other for all costs actually incurred in pursuing such remedies, including reasonable attorney's fees, and for any penalties or fines as a result of the failure to comply with the terms including, without limitation, the right to obtain a writ of mandamus or an injunction requiring the governing body of

the defaulting party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

4.03 Agreement's Remedies Not Exclusive. The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

V. GENERAL PROVISIONS

5.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*.

5.02 Term. This Agreement shall commence upon execution of this Agreement and shall end upon the completion of the City Project and acceptance of the public improvements by the City.

5.03 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

5.04 Payment from Current Revenues. Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose.

5.05 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

5.06 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter and only relates to those portions of the City Project shown in Exhibit A. This Agreement does not supersede the 2020 Interlocal Agreement.

5.07 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

5.08 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. The venue for any action arising hereunder will be in Williamson County, Texas.

5.09 Notices. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

CEDAR PARK:

450 Cypress Creek Road, Building 1
Cedar Park, Texas 78613
Attn: Randall Lueders
Randall.Lueders@cedarparktexas.gov.

With copy to:
City Attorney
450 Cypress Creek Road, Building 1
Cedar Park, Texas 78613
JP.LeCompte@cedarparktexas.gov

COUNTY:

710 S. Main Street,
Georgetown, Texas 78626
Attn: Bill Gravell, Jr.
Telephone: (512) 943-1550
Facsimile: (512) 943-1662

5.10 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

5.11 Authority. Each Party represents and warrants that it has the full right, power, and authority to execute this Agreement.

5.12 Effective Date. This Agreement is executed to be effective on the date the last Party signs this Agreement. If the Project has not been completed within five (5) years after the Effective Date, the County reserves the right to terminate this agreement.

5.13 No Joint Venture. The City Project is a sole project of the County and is not a joint venture or other partnership with the City.

(SIGNATURES ON FOLLOWING PAGE)

CITY OF CEDAR PARK, TEXAS

Brenda Eivens

Brenda Eivens, City Manager
City of Cedar Park, Texas

Date: 11-15, 2024

ATTEST:

LeAnn M. Quinn

LeAnn M. Quinn, City Secretary

APPROVED AS TO FORM
AND CONTENT:

J.P. LeCompte

J.P. LeCompte, City Attorney

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr., County Judge

ATTEST:

By: _____
Nancy Rister, County Clerk

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this _____, by Bill Gravell, Jr., County Judge of Williamson County, Texas, on behalf of said County.

Notary Public, State of Texas

Exhibit "A"

PROJECT LOCATION

CITY OF CEDAR PARK TORO GRANDE EXPANSION

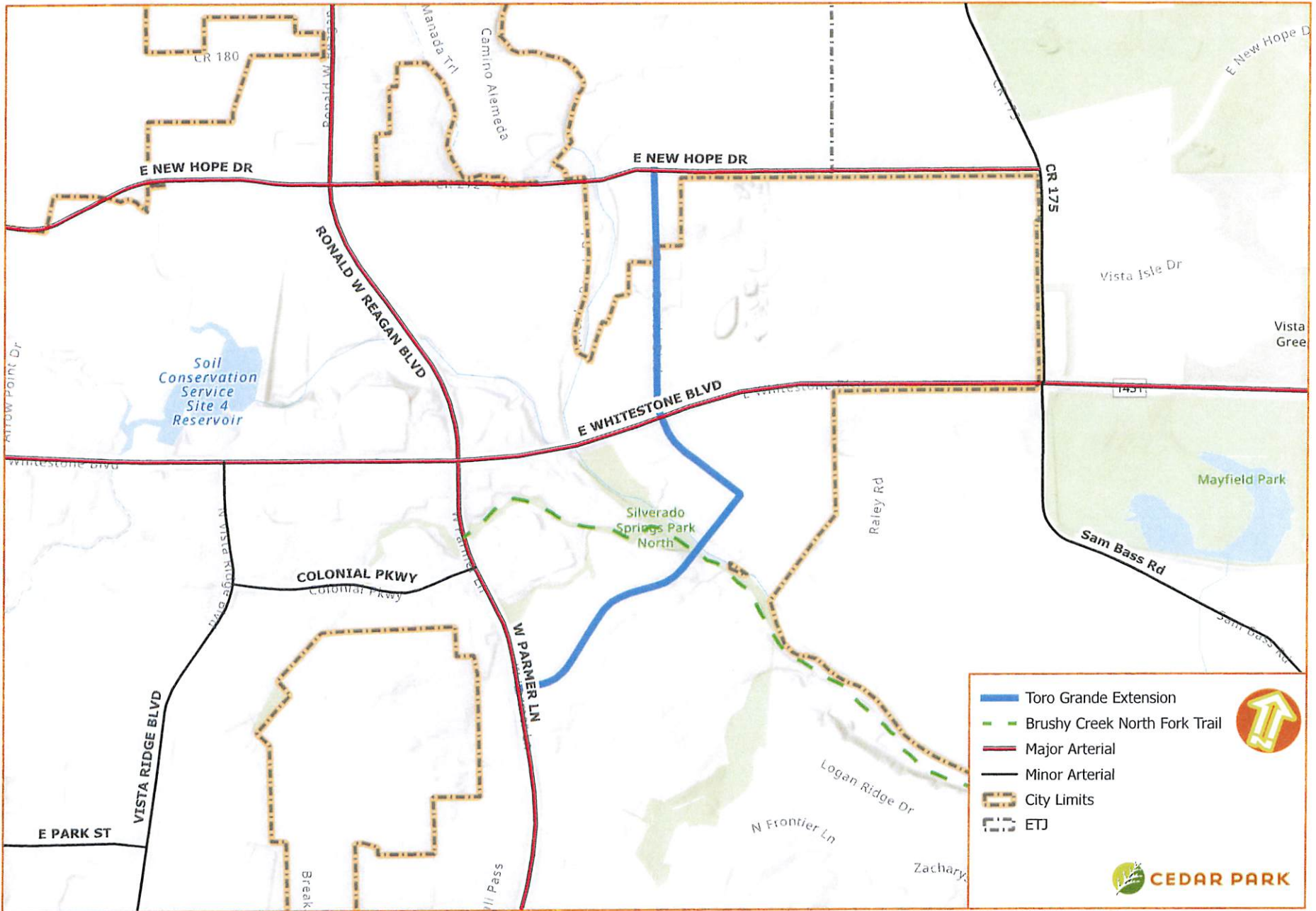


Exhibit "B"

REIMBURSEMENT SCHEDULE

Part C. Project Status and Schedule

Project Status - Describe work accomplished to date.

A design firm has been selected to complete design of the project and the City is currently negotiating

Anticipated Project Schedule

	Start Date	Finish Date
Planning/Design/Environmental Clearance	May 2023	May 2024
Right-of-Way Acquisition	July 2023	May 2024
Utility Relocation	July 2024	Dec 2025
Construction	July 2024	Dec 2025

Part D. Applicant Contact Information

Name Randall Lueders

Title Director of Engineering and Capital Projects

Mailing Address 450 Cypress Creek Road, Building 1

Phone 512-401-5354

Email randall.lueders@cedarparktexas.gov

Please complete these forms and submit them by April 28, 2023 via email to 2023bonds@wilco.org.

Commissioners Court - Regular Session

62.

Meeting Date: 11/26/2024

ILA with City of Cedar Park for RM 1431

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Interlocal Agreement regarding the participation of the City of Cedar Park, Texas and Williamson County, Texas in the design and construction costs related to the RM 1431 at 183A Intersection project. Funding Source: Bonds P660

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

ILA

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 11/21/2024

Reviewed By

Becky Pruitt

Date

11/21/2024 02:51 PM

Started On: 11/21/2024 10:44 AM

**INTERLOCAL AGREEMENT
REGARDING THE PARTICIPATION OF THE CITY OF CEDAR PARK, TEXAS, AND
WILLIAMSON COUNTY, TEXAS IN THE DESIGN AND CONSTRUCTION COSTS
RELATED TO THE RM 1431 AT 183A INTERSECTION PROJECT**

THE STATE OF TEXAS §
 § KNOW ALL BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

THIS INTERLOCAL AGREEMENT (“**Agreement**”) is entered into between the City of Cedar Park, Texas (“**City**”), a Texas home-rule municipality, and Williamson County, a political subdivision of the State of Texas (“**County**”). In this Agreement, City and the County are sometimes individually referred to as a “**Party**” and collectively referred to as the “**Parties**.”

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties;

WHEREAS, the City plans to design and construct intersection improvements at the intersection of RM 1431 and 183A as shown in Exhibit “A” attached hereto (“**City Project**”);

WHEREAS, the County desires to cooperate with the City to facilitate the design and construction of the City Project; and

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the County and City agree as follows:

PURPOSE

1.01 General. The purpose of this Agreement is to provide for the County’s participation in the design, right-of-way acquisition, and construction of the City Project.

**II.
DESIGN AND CONSTRUCTION OF CITY PROJECT**

2.01 Design of City Project. The City shall be responsible for contracting with a firm (“**Design Firm**”) regarding the engineering and design for the City Project. The County shall be included in the City’s process for selection of all engineers and shall have the right of final approval of all engineers prior to contract execution. The City shall ensure that the design includes the following:

Reconstruction of the existing intersection between RM 1431 and 183A as an innovative intersection.

2.02 Design and Construction Costs. The City shall be responsible for all costs associated with the preliminary and final design, right-of-way acquisition, utility relocation,

construction bidding, project management, and all other costs related to the City Project (“Project Cost”). The estimated Project Cost is \$14,310,000.

2.03 Construction Plans. The City shall schedule periodic progress meetings with the County of not less than one per month, unless otherwise agreed by both Parties, and the County shall have the right to review and approve all construction documents prior to finalization by the engineer.

2.04 Permits. The City shall be responsible for obtaining permits, if any, required for the construction of the City Project.

2.05 Operation and Maintenance After Acceptance. Texas Department of Transportation (TxDOT) shall be responsible for the operation and maintenance of the City Project improvements within TxDOT right-of-way – RM 1431 and Central Texas Regional Mobility Authority (CTRMA) shall be responsible for the operation and maintenance of the City Project improvements within CTRMA right-of-way – 183A.

III. COUNTY OBLIGATIONS

3.01 Permission to Construct. County agrees to allow the City to construct the City Project on and within County-owned right-of-way, if applicable.

3.02 County Payment. The County shall reimburse the City for the City Project in an amount not to exceed SEVEN MILLION TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$7,200,000.00) for a portion of Project Cost (together “County Participation Amount”). The City will submit reimbursement requests up to the County Participation Amount using the following payment schedule: 25% upon full execution of the Agreement between the City and the County, 25% upon awarding construction contract, 25% when construction is 50% complete, as determined by the value of the work completed to date against the total construction contract amount, and 25% upon substantial completion, as defined by the construction contract. The payment schedule is anticipated to follow the milestones identified in the anticipated project schedule shown in Exhibit “B” attached hereto.

3.03 Texas Prompt Payment Act Compliance. Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Customer receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by 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 County fiscal year in which the payment becomes due. The said rate in effect on September 1

shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

IV. DISPUTES

4.01 Material Breach; Notice and Opportunity to Cure.

(a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice which may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach.

(b) Any non-defaulting Party will mitigate direct or consequential damages arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration, or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

4.02 Equitable Relief. In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in monetary damages alone, the Parties agree that after providing notice and an opportunity to cure in accordance with Section 4.01 above, the Parties shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party shall be liable to the other

for all costs actually incurred in pursuing such remedies, including reasonable attorney's fees, and for any penalties or fines as a result of the failure to comply with the terms including, without limitation, the right to obtain a writ of mandamus or an injunction requiring the governing body of the defaulting party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

4.03 Agreement's Remedies Not Exclusive. The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

V. GENERAL PROVISIONS

5.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*.

5.02 Term. This Agreement shall commence upon execution of this Agreement and shall end upon the completion of the City Project and acceptance of the public improvements by the City.

5.03 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

5.04. Payment from Current Revenues. Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose.

5.05 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

5.06 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter and only relates to those portions of the City Project shown in Exhibit A.

5.07 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

5.08 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. The venue for any action arising hereunder will be in Williamson County, Texas.

5.09 Notices. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

CEDAR PARK: 450 Cypress Creek Road, Building 1
Cedar Park, Texas 78613
Attn: Randall Lueders
Randall.Lueders@cedarparktexas.gov.

With copy to:
City Attorney
450 Cypress Creek Road, Building 1
Cedar Park, Texas 78613
Jp.lecompte@cedarparktexas.gov

COUNTY: 710 S. Main Street,
Georgetown, Texas 78626
Attn: Bill Gravell, Jr.
Telephone: (512) 943-1550
Facsimile: (512) 943-1662

5.10 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

5.11 Authority. Each Party represents and warrants that it has the full right, power, and authority to execute this Agreement.

5.12 Effective Date. This Agreement is executed to be effective on the date the last Party signs this Agreement. If the Project has not been completed within five (5) years after the Effective Date, the County reserves the right to terminate this agreement.

5.13 No Joint Venture. The City Project is a sole project of the County and is not a joint venture or other partnership with the City.

(SIGNATURES ON FOLLOWING PAGE)

CITY OF CEDAR PARK, TEXAS

Brenda Eivens

Brenda Eivens, City Manager
City of Cedar Park, Texas

Date: 11-15, 2024

ATTEST:

LeAnn M. Quinn

LeAnn M. Quinn, City Secretary

APPROVED AS TO FORM
AND CONTENT:

J.P. LeCompte

J.P. LeCompte, City Attorney

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr., County Judge

ATTEST:

By: _____
Nancy Rister, County Clerk

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this _____, by Bill Gravell, Jr., County Judge of Williamson County, Texas, on behalf of said County.

Notary Public, State of Texas

Exhibit "A"

PROJECT LOCATION



183A FRONTAGE

183A TOLL RD

183A FRONTAGE

E WHITESTONE BLVD

-  Project Location
 -  Major Arterial
 -  Tollway
 -  City Limits
 -  ETJ
- 

Exhibit "B"

REIMBURSEMENT SCHEDULE

Part C. Project Status and Schedule

Project Status - Describe work accomplished to date.

Schematic level planning only, but coordination with TxDOT and CTRMA has begun. Multiple

Anticipated Project Schedule

	Start Date	Finish Date
Planning/Design/Environmental Clearance	Mar 2024	Mar 2025
Right-of-Way Acquisition	Jul 2024	Mar 2025
Utility Relocation	Jun 2025	Jun 2026
Construction	Jun 2025	Jun 2026

Part D. Applicant Contact Information

Name Randall Lueders

Title Director of Engineering and Capital Projects

Mailing Address 450 Cypress Creek Road, Building 1

Phone 512-401-5354

Email randall.lueders@cedarparktexas.gov

Please complete these forms and submit them by April 28, 2023 via email to 2023bonds@wilco.org.

Commissioners Court - Regular Session

63.

Meeting Date: 11/26/2024

ILA with Cedar Park regarding Whitestone Blvd.

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Interlocal Agreement regarding the participation of the City of Cedar Park, Texas and Williamson County, Texas in the construction costs related to the Whitestone Boulevard Project. Funding Source: Bonds P348

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

ILA

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 11/21/2024

Reviewed By

Becky Pruitt

Date

11/21/2024 02:54 PM

Started On: 11/21/2024 10:51 AM

**INTERLOCAL AGREEMENT
REGARDING THE PARTICIPATION OF THE CITY OF CEDAR PARK, TEXAS AND
WILLIAMSON COUNTY, TEXAS IN THE CONSTRUCTION COSTS RELATED TO
THE WHITESTONE BOULEVARD PROJECT**

THE STATE OF TEXAS §
 § KNOW ALL BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

THIS INTERLOCAL AGREEMENT (“**Agreement**”) is entered into between the City of Cedar Park, Texas (“**City**”), a Texas home-rule municipality, and Williamson County, a political subdivision of the State of Texas (“**County**”). In this Agreement, City and the County are sometimes individually referred to as a “**Party**” and collectively referred to as the “**Parties**.”

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties;

WHEREAS, the City is and has been in the process of designing improvements to RM 1431 from Anderson Mill Road to Bagdad Road, as shown in Exhibit “A” attached hereto (“**City Project**”);

WHEREAS, the County desires to cooperate with the City to facilitate the construction of the City Project; and

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the County and City agree as follows:

PURPOSE

1.01 General. The purpose of this Agreement is to provide for the County’s participation in the construction of the City Project.

**II.
DESIGN AND CONSTRUCTION OF CITY PROJECT**

2.01 Design of City Project. The City shall be responsible for coordinating with the design firm (“**Design Firm**”) regarding the engineering and design for the City Project. The City shall ensure that the design includes the following:

Widening existing Whitestone Boulevard from four lanes to six lanes between Anderson Mill Road and Bagdad Road.

2.02 Design and Construction Costs. The City shall be responsible for all costs associated with the preliminary and final design, right-of-way acquisitions, utility relocation, construction bidding, project management, and all other costs related to the City Project (“**Project**”).

Cost”). The estimated Project Cost is \$17,567,000. The parties acknowledge and agree that the City and County contributions pursuant to this Agreement represent the estimated local funding match for a future federal funding request. In the event federal funds are not awarded for the City Project, the City is not obligated to complete the City Project.

2.03 Construction Plans. The City shall schedule periodic progress meetings with the County of not less than one per month, unless otherwise agreed by both Parties, and the County shall have the right to review and approve all construction documents prior to finalization by the engineer.

2.04 Permits. The City shall be responsible for obtaining permits, if any, required for the construction of the City Project.

2.05 Operation and Maintenance After Acceptance. The Project involves improvements to a Texas Department of Transportation (“TxDOT”) roadway. TxDOT shall be responsible for the operation and maintenance of the City Project improvements within the City’s territorial limits.

III. COUNTY OBLIGATIONS

3.01 Permission to Construct. County agrees to allow the City to construct the City Project on and within County-owned right-of-way if applicable.

3.02 County Payment. The County shall reimburse the City for the City Project in an amount not to exceed ONE MILLION EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,800,000.00) for the construction, including utility relocation costs (together “County Participation Amount”). The County Participation Amount is in addition to the County’s Project Costs share of \$4,080,000.00 in accordance with the Interlocal Agreement executed by the parties effective December 20, 2020 (the “2020 ILA”). The City will submit reimbursement requests up to the County Participation Amount using the following payment schedule: 50% upon awarding the construction contract, 25% when construction is 50% complete, as determined by the value of the work completed to date against the total construction contract amount, and 25% upon substantial completion, as defined by the construction contract.

3.03 Texas Prompt Payment Act Compliance. Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Customer receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by 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 County fiscal year in which the payment becomes due. The said rate in effect on

September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

IV. DISPUTES

4.01 Material Breach; Notice and Opportunity to Cure.

(a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice which may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach.

(b) Any non-defaulting Party will mitigate direct or consequential damages arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration, or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

4.02 Equitable Relief. In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in monetary damages alone, the Parties agree that after providing notice and an opportunity to cure in accordance with Section 4.01 above, the Parties shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party shall be liable to the other for all costs actually incurred in pursuing such remedies, including reasonable attorney's fees, and

for any penalties or fines as a result of the failure to comply with the terms including, without limitation, the right to obtain a writ of mandamus or an injunction requiring the governing body of the defaulting party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

4.03 Agreement's Remedies Not Exclusive. The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

V. GENERAL PROVISIONS

5.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*.

5.02 Term. This Agreement shall commence upon execution of this Agreement and shall end upon the completion of the City Project and acceptance of the public improvements by the City.

5.03 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

5.04 Payment from Current Revenues. Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose.

5.05 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

5.06 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter and only relates to those portions of the City Project shown in Exhibit A. This Agreement does not supersede the 2020 Interlocal Agreement.

5.07 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

5.08 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. The venue for any action arising hereunder will be in Williamson County, Texas.

5.09 Notices. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

CEDAR PARK:

450 Cypress Creek Road, Building 1
Cedar Park, Texas 78613
Attn: Randall Lueders
Randall.Lueders@cedarparktexas.gov.

With copy to:
City Attorney
450 Cypress Creek Road, Building 1
Cedar Park, Texas 78613
JP.LeCompte@cedarparktexas.gov

COUNTY:

710 S. Main Street,
Georgetown, Texas 78626
Attn: Bill Gravell, Jr.
Telephone: (512) 943-1550
Facsimile: (512) 943-1662

5.10 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

5.11 Authority. Each Party represents and warrants that it has the full right, power, and authority to execute this Agreement.

5.12 Effective Date. This Agreement is executed to be effective on the date the last Party signs this Agreement. If the Project has not been completed within five (5) years after the Effective Date, the County reserves the right to terminate this agreement.

5.13 No Joint Venture. The City Project is a sole project of the County and is not a joint venture or other partnership with the City.

(SIGNATURES ON FOLLOWING PAGE)

CITY OF CEDAR PARK, TEXAS

Brenda Eivens
Brenda Eivens, City Manager
City of Cedar Park, Texas

Date: 11-15, 2024

ATTEST:

LeAnn M. Quinn
LeAnn M. Quinn, City Secretary

APPROVED AS TO FORM
AND CONTENT:

J.P. LeCompte
J.P. LeCompte, City Attorney

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr., County Judge

ATTEST:

By: _____
Nancy Rister, County Clerk

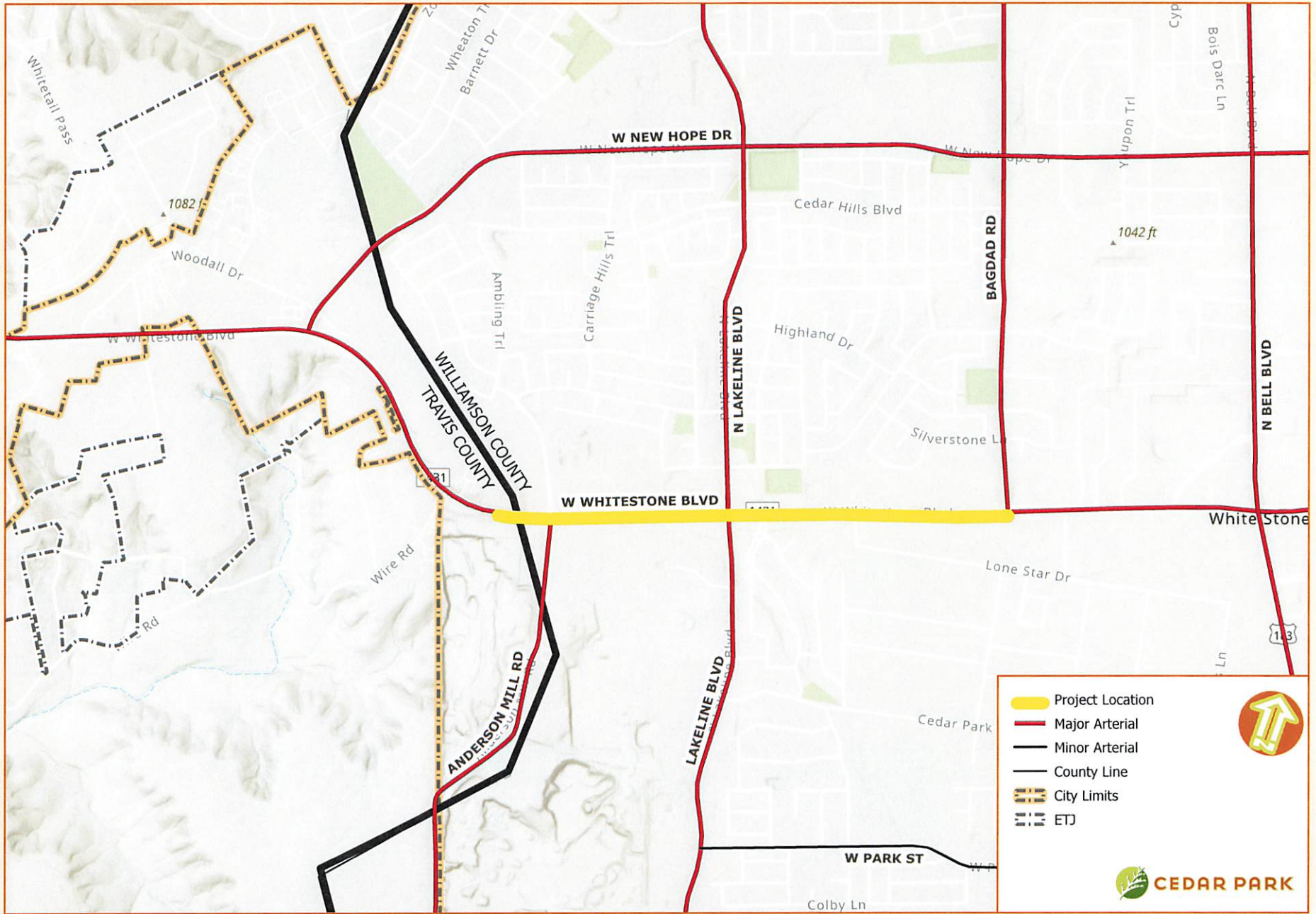
THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this _____, by Bill Gravell, Jr., County Judge of Williamson County, Texas, on behalf of said County.

Notary Public, State of Texas

EXHIBIT A

CITY OF CEDAR PARK RM 1431/WHITESTONE BLVD WIDENING



	Project Location
	Major Arterial
	Minor Arterial
	County Line
	City Limits
	ETJ





Commissioners Court - Regular Session

64.

Meeting Date: 11/26/2024

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 (2.142 acres) required for the construction of CR 110N. (Lawhon/ Parcel 6)
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

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 11/21/2024

Reviewed By

Becky Pruitt

Date

11/21/2024 02:34 PM

Started On: 11/20/2024 02:51 PM

**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 2.142 acres (Parcel 6) described by metes and bounds in Exhibit "A" owned by **EMMA L. LAWHON FAMILY LAND PARTNERSHIP**, 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

County: Williamson
Parcel: 6 – Emma L. Lawhon Family
Highway: Patriot Way

08/13/2024

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EXHIBIT A
PROPERTY DESCRIPTION

DESCRIPTION OF A 2.142 ACRE (93,296 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 6.651 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 2.142 ACRE (93,296 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 (ROW width varies), being the northwesterly corner of said calculated 6.651 acre remainder tract, same 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 said Emma L. Lawhon Family Land Partnership (Exhibit A), recorded in Document No. 2013028927 (Exhibit A), of the Official Public Records of Williamson County, Texas, 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 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 6.651 acre remainder tract, a distance of 419.65 feet, to a 5/8 inch iron rod with aluminum cap stamped “WILLIAMSON COUNTY” set in the proposed westerly Right-of-Way (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 northwesterly corner and **POINT OF BEGINNING** of the herein described parcel;

- 1) **THENCE, North 83°37'00" East**, departing said proposed westerly ROW line, continuing with said common boundary line, for a distance of **75.78 feet**, to a 1/2 inch iron rod with plastic cap stamped "BGE INC" found, being an angle point in the westerly line of that called 15.23 acre tract of land (Exhibit A) described in Special Warranty Deed to the City of Georgetown recorded in Document No. 2010086789, of the Official Public Records of Williamson County, Texas, same being the existing westerly ROW line of said Patriot Way (ROW width varies), and the southeasterly corner of said 1.00 acre tract, for a point on line;

THENCE, departing said 1.00 acre tract, with the northerly boundary line and the easterly boundary line of said 6.651 acre remainder tract, the herein described parcel, and the existing westerly ROW line of said Patriot Way, the following three (3) courses:

- 2) **North 83°37'00" East**, for a distance of **3.22 feet**, to the calculated northeasterly corner of the herein described parcel and point of curvature for a curve to the right;
- 3) With said curve to the right, having a delta angle of **113°52'18"**, a radius of **10.00 feet**, an arc length of **19.87 feet**, and a chord which bears **South 39°26'22" East**, for a distance of **16.76 feet** to a 2 inch diameter fence post found, being the point of beginning of a reverse curve to the left;
- 4) With said curve to the left, having a delta angle of **35°22'44"**, a radius of **786.00 feet**, an arc length of **485.34 feet**, and a chord which bears **South 00°11'51" East**, for a distance of **477.66 feet**, to an iron rod with plastic cap stamped "ALL COUNTY" found, being a point of non-tangency at the beginning of a cut-back line transitioning from said existing westerly ROW line of Patriot Way to the existing northerly ROW line of Sam Houston Avenue (variable width ROW);
- 5) **THENCE, South 24°58'32" West**, with said cut-back line, for a distance of **33.92 feet**, to an iron rod with plastic cap stamped "ALL COUNTY" found for the southeasterly corner of the herein described parcel;

THENCE, with said existing northerly ROW line of Sam Houston Avenue, same being the southerly line of said 6.651 acre remainder tract and of the herein described parcel, the following two (2) courses:

- 6) **South 68°53'59" West**, for a distance of **62.69 feet**, to a 1/2 inch iron rod with plastic cap stamped "ALL COUNTY" found being the beginning of a curve to the right;

- 7) With said curve to the right, having a delta angle of **05°11'46"**, a radius of **2807.00 feet**, an arc length of **254.57 feet**, and a chord which bears **South 71°31'17" West**, for a distance of **254.48 feet**, to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 243.09 feet left of proposed Patriot Way Baseline Station 408+59.86 in said proposed westerly ROW line of said Patriot Way, for the southwesterly corner of the herein described parcel, and from which, a 1/2 inch iron rod with plastic cap stamped "ALL COUNTY" found in said northerly ROW line, in the southerly boundary line of the northerly remainder of that called 10.04 acre tract of land described in Warranty Deed to Emma L. Lawhon recorded in Document No. 2006095406, of the Official Public Records of Williamson County, Texas, bears with a curve to the right, having a delta angle of 02°36'36", a radius of 2807.00 feet, an arc length of 127.87 feet, and a chord which bears South 75°25'27" West, for a distance of 127.86 feet, to the calculated southwesterly corner of said 6.651 acre remainder tract, same being the southeasterly corner of said northerly remainder of said 10.04 acre tract, and continuing with said curve, being the southerly boundary line of said northerly remainder tract, having a delta angle of 01°38'33", a radius of 2807.00 feet, an arc length of 80.47 feet, and a chord which bears South 77°33'02" West, for a distance of 80.47 feet;

THENCE, departing said northerly ROW line, through the interior of said 6.651 acre remainder tract, with the westerly line of the herein described parcel, the following four (4) courses:

- 8) **North 32°35'16" East**, with a proposed cut-back line transitioning from said existing northerly ROW line to said proposed westerly ROW line, for a distance of **195.80 feet**, to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 120.50 feet left of proposed Patriot Way Baseline Station 410+06.48, for the point of the beginning of a non-tangent curve to the right;
- 9) With said non-tangent curve to the right, having a delta angle of **25°57'48"**, a radius of **616.25 feet**, an arc length of **279.25 feet**, and a chord which bears **North 08°06'46" East**, for a distance of **276.87 feet**, to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 110.95 feet left of proposed Patriot Way Baseline Station 412+43.92, for a point of non-tangency;
- 10) **North 21°32'05" East**, for a distance of **34.86 feet**, to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 108.50 feet left of proposed Patriot Way Baseline Station 412+73.83, for the point of beginning of a non-tangent curve to the right;

County: Williamson
Parcel: 6 – Emma L. Lawhon Family
Highway: Patriot Way

08/13/2024

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11) With said non-tangent curve to the right, having a delta angle of **11°37'31"**, a radius of **783.50 feet**, an arc length of **158.97 feet**, and a chord which bears **North 24°35'42" East**, for a distance of **158.70 feet** to the **POINT OF BEGINNING**, containing 2.142 acres (93,296 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 §

That 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, under my direct 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

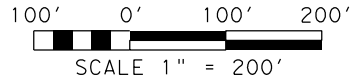


P:\Projects\Williamson County (WilCo)\WilCo-007.2-WA#2 CR 110\5 -Descriptions-Reports\PARCEL 6-LAWHON FAMILY LP\WILCO-007.2-PARCEL 6-LAWHON FAMILY LP.docx

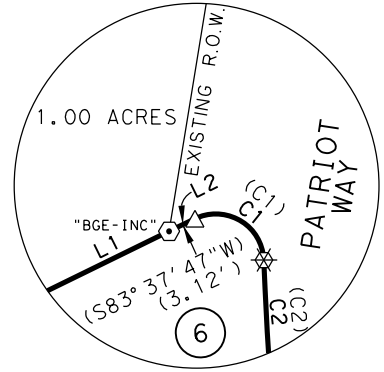
PLAT TO ACCOMPANY PARCEL DESCRIPTION

NO.	DIRECTION	DISTANCE
L1	N83° 37' 00"E	75.78'
L2	N83° 37' 00"E	3.22'
L3	S24° 58' 32"W	33.92'
(L3)	(N24° 58' 21"E)	(33.93')
L4	S68° 53' 59"W	62.69'
(L4)	(S68° 55' 12"W)	(62.65')
L5	N32° 35' 16"E	195.80'
L6	N21° 32' 05"E	34.86'

CHARLES W. ASHBY &
PAULA L. ASHBY
EXHIBIT A
1.00 ACRES
DOC. NO. 2008019011
O.P.R.W.C.T.



DETAIL "A"
NOT TO SCALE



EMMA L. LAWHON FAMILY
LAND PARTNERSHIP
EXHIBIT "A"
2.067 ACRE
DOC. NO. 2013028927
O.P.R.W.C.T.

P.O.B.
STA. 414+10.79
108.50' LT
GRID COORDINATES:
N=10,198,281.31
E=3,150,140.22

P.O.C.
N83° 37' 00"E 419.65'
STA. 412+73.83
108.50' LT
STA. 412+43.92
110.95' LT

EMMA L. LAWHON FAMILY
LAND PARTNERSHIP
CALCULATED
6.651 AC.
REMAINDER PORTION
OF 228.90 AC.
DOC. NO. 2006095405
O.P.R.W.C.T.
(DESCRIBED IN
VOL. 433, PG. 369)
D.R.W.C.T.
STA. 410+06.48
120.50' LT

VARIABLE WIDTH
WASTEWATER EASEMENT
DOC. NO. 2023084874
O.P.R.W.C.T.

WOODRUFF
STUBBLEFIELD SURVEY
ABSTRACT No. 556

EMMA L. LAWHON
NORTHERLY
REMAINDER OF
10.04 ACRES
EXHIBIT "B"
DOC. NO. 2006095406
O.P.R.W.C.T.

2.142 AC.
93,296 SQ. FT.

SAM HOUSTON AVE.
(R.O.W. WIDTH VARIES)

JOHN McQUEEN SURVEY
ABSTRACT No. 426

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	113° 52' 18"	10.00'	19.87'	16.76'	S39° 26' 22"E
(C1)	(113° 52' 18")	(10.00')	(19.87')	(16.76')	(S39° 26' 04"E)
C2	35° 22' 44"	786.00'	485.34'	477.66'	S00° 11' 51"E
(C2)	(35° 23' 18")	(786.00')	(485.47')	(477.79')	(N00° 11' 33"W)
C3	5° 11' 46"	2807.00'	254.57'	254.48'	S71° 31' 17"W
C4	25° 57' 48"	616.25'	279.25'	276.87'	N08° 06' 46"E
C5	11° 37' 31"	783.50'	158.97'	158.70'	N24° 35' 42"E
(C6)	(09° 26' 57")	(2807.00')	(462.93')	(462.41')	(S73° 38' 40"W)
C7	02° 36' 36"	2807.00'	127.87'	127.86'	S75° 25' 27"W
C8	01° 38' 33"	2807.00'	80.47'	80.47'	S77° 33' 02"W

WILCO-007.2
08/13/2024

PARCEL PLAT SHOWING PROPERTY OF

EMMA L. LAWHON FAMILY
LAND PARTNERSHIP

PARCEL 6
2.142 ACRES
93,296 Sq. Ft.

SCALE
1" = 200'

PROJECT
COUNTY ROAD 110

COUNTY
WILLIAMSON

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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
⊕	1/2" IRON ROD WITH PLASTIC OR ALUMINUM CAP FOUND - AS NOTED	P.O.C. ()	POINT OF COMMENCING RECORD INFORMATION
●	1/2" IRON ROD FOUND	P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
⊗	FENCE POST FOUND	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
△	CALCULATED POINT	O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
┌	PROPERTY LINE	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
	DENOTES COMMON OWNERSHIP		WIRE FENCE

TEXAN TITLE INSURANCE COMPANY
GF NO. GT2402709
SCHEDULE B

IOa. NOT A SURVEY MATTER

IOb. 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.)

IOc. 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.)

IOd. NOT A SURVEY MATTER

IOe. NOT A SURVEY MATTER

IOf. 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.)

IOg. NOT A SURVEY MATTER

IOh. NOT A SURVEY MATTER

IOi. WASTEWATER EASEMENT DATED AUGUST 10, 2023, EXECUTED BY EMMA L. LAWHON FAMILY LAND PARTNERSHIP TO THE CITY OF GEORGETOWN, TEXAS, RECORDED UNDER DOCUMENT NO. 2023084874, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS.
(THE LOCATION IS SHOWN.)

IOj. PUBLIC UTILITY EASEMENT DATED MARCH 11, 2024, EXECUTED BY EMMA L. LAWHON AND GENE L. LAWHON, MANAGING PARTNER OF THE EMMA L. LAWHON FAMILY LAND PARTNERSHIP TO JONAH WATER SPECIAL UTILITY DISTRICT, RECORDED UNDER DOCUMENT NO. 2024019774, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS.
(IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY.)

IOk. SUBJECT TO ANY VISIBLE OR APPARENT EASEMENT(S) OVER, UNDER OR ACROSS SUBJECT PROPERTY.

IOl. RIGHTS OF PARTIES IN POSSESSION.

IOm. NOT A SURVEY MATTER

IOn. NOT A SURVEY MATTER

IOo. "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

PARCEL PLAT SHOWING PROPERTY OF EMMA L. LAWHON FAMILY LAND PARTNERSHIP		
SCALE 1" = 200'	PROJECT COUNTY ROAD 110	COUNTY WILLIAMSON

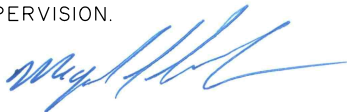
PARCEL 6
2.142 ACRES
93,296 Sq. Ft.
PAGE 6 OF 7

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. GT2402709, 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. 4849IC0505F, 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
6.651 AC 289,718 SQ FT	2.142 AC 93,296 SQ FT	4.51 AC 196,417 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
 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

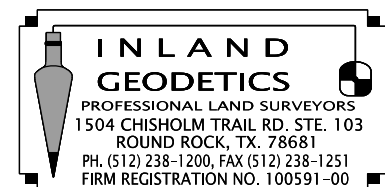


WILCO-007.2
08/13/2024

PARCEL PLAT SHOWING PROPERTY OF

**EMMA L. LAWHON FAMILY
LAND PARTNERSHIP**

PARCEL 6
2.142 ACRES
93,296 Sq. Ft.



SCALE
1" = 200'

PROJECT
COUNTY ROAD 110

COUNTY
WILLIAMSON

PAGE 7 OF 7

Commissioners Court - Regular Session

65.

Meeting Date: 11/26/2024

CR 314 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 (0.4664 acres, 0.0687 acres) as right of way and (0.2420 acres and 0.1332 acres) as utility easements required for the construction of CR 314. (Jarrell 3001, LLC./ Parcel 37/38) Funding Source: Road Bonds P364

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Resolution

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 11/21/2024

Reviewed By

Becky Pruitt

Date

11/21/2024 02:35 PM

Started On: 11/20/2024 02:53 PM

**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 0.4664 acres (Parcel 37) and 0.0687 acres (Parcel 38) described by metes and bounds in Exhibits "A & B" and the acquisition of a waterline easement to that certain tracts of land being 0.2420 acres (parcel 37E) and 0.1332 acres (parcel 38E) described by metes and bounds in Exhibits "C & D; owned by **JARRELL 3001, LLC.** for the purpose of constructing, reconstructing, maintaining, and operating the County Road 314 roadway improvements ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore,

the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibits "A-D" 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 0.4664 ACRE (20,317 SQ. FT.) PARCEL OF LAND IN THE G. SCHNEIDER SURVEY, ABSTRACT NO. 580, AND IN THE A.A. LEWIS SURVEY, ABSTRACT NO. 384, IN WILLIAMSON COUNTY TEXAS, BEING A PART OF THAT CALLED 10.08 ACRE TRACT DESCRIBED AS TRACT 1 IN SPECIAL WARRANTY DEED TO JARRELL 3001 LLC IN DOCUMENT NO. 2024003443, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAID 0.4664 ACRE (20,317 SQ. FT.) OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod found (Grid Coordinates determined as N=10,266,300.19, E=3,161,670.04) on the existing northerly right-of-way (ROW) line of County Road 314 (C.R. 314)(variable ROW width) being the southeasterly corner of that called 20.06 acre tract of land described in General Warranty Deed to Samuel S. Robinson and Stephanie Nicole Robinson in Document No. 2015101967, said Official Public Records, said point being the southwesterly corner of said 10.08 acre tract, for the **POINT OF BEGINNING** and southwesterly corner of the herein described parcel;

1) **THENCE, N 21°46'45" W**, departing said existing northerly ROW line, with the common boundary line of said 20.06 acre tract and said 10.08 acre tract, a distance of **31.53 feet** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 68.00 feet left of Engineer's baseline station 168+18.22, on the proposed northerly ROW line of C.R. 314 (variable ROW width), for the northwesterly corner of the herein described parcel, from which a 1/2 inch iron rod with illegible plastic cap found being the northwesterly corner of said 10.08 acre tract bears N 21°46'45" W, a distance of 588.82 feet;

THENCE with said proposed northerly ROW line, through the interior of said 10.08 acre tract, the following three (3) courses:

2) **N 69°30'27" E**, a distance of **391.44 feet** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 68.00 feet left of Engineer's baseline station 172+09.67, for the beginning of a tangent curve to the right;

3) with said curve to the right having a radius of **3,928.00 feet**, a delta angle of **03°16'57"**, an arc length of **225.04 feet**, and a chord which bears **N 71°08'55" E**, a distance of **225.01 feet**, to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 68.00 feet left of Engineer's baseline station 174+30.81, for a point of tangency;

4) **N 72°47'24" E**, a distance of **86.21 feet** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 68.00 feet left of Engineer's baseline station 175+17.02, in the westerly boundary line of that called 5.67 acre tract of land described as Tract Two in Special Warranty Deed to Jarrell 3001 LLC recorded in Document No. 2024003443, said Official Public Records, same line being the easterly boundary line of said 10.08 acre tract, for the northeasterly corner of the herein described parcel, from which a 1/2 inch iron rod with illegible plastic cap found being the northeasterly corner of said 10.08 acre tract bears N 21°45'57" W, a distance of 611.92 feet;

- 5) **THENCE, S 21°45'57" E**, departing said proposed northerly ROW line, with the common boundary line of said 5.67 acre tract and said 10.08 acre tract, a distance of **18.53 feet** to a 1/2 inch iron rod with illegible plastic cap found on said existing northerly ROW line, being the southwesterly corner of said 5.67 acre tract and the southeasterly corner of said 10.08 acre tract, for the southeasterly corner of the herein described parcel;
- 6) **THENCE, S 69°22'33" W**, with said existing northerly ROW line, same line being the southerly boundary line of said 10.08 acre tract, passing at a distance of 509.28 feet a 1/2 inch iron rod found, and continuing for a total distance of **702.14 feet** to the **POINT OF BEGINNING**, having an area of 0.4664 acres (20,317 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.

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



PLAT TO ACCOMPANY DESCRIPTION

LEGEND

- ▲ CALCULATED POINT
- ⊕ COTTON GIN SPINDLE FOUND
- 1/2" IRON ROD WITH CAP FOUND (AS NOTED)
- 1/2" IRON ROD FOUND
- 5/8" IRON ROD W/ ALUMINUM CAP STAMPED "WILLAMSON COUNTY" SET
- BREAK IN SCALE
- PROPERTY LINE
- OFFICIAL PUBLIC RECORDS, WILLAMSON COUNTY, TEXAS
- O.P.R.W.C.T. POINT OF BEGINNING
- P.O.B. RECORD INFORMATION
- ()

G. SCHNEIDER SURVEY
ABSTRACT NO. 580

JARRELL 3001 LLC
10.08 AC.
TRACT 1
DOC. NO. 2024003443
O.P.R.W.C.T.

SAMUEL S. ROBINSON AND STEPHANIE NICOLE ROBINSON
20.06 AC.
DOC. NO. 2015101967
O.P.R.W.C.T.

STA. 168+18.22
68.00' LT.

STA. 172+09.67
68.00' LT.

STA. 174+30.81
68.00' LT.

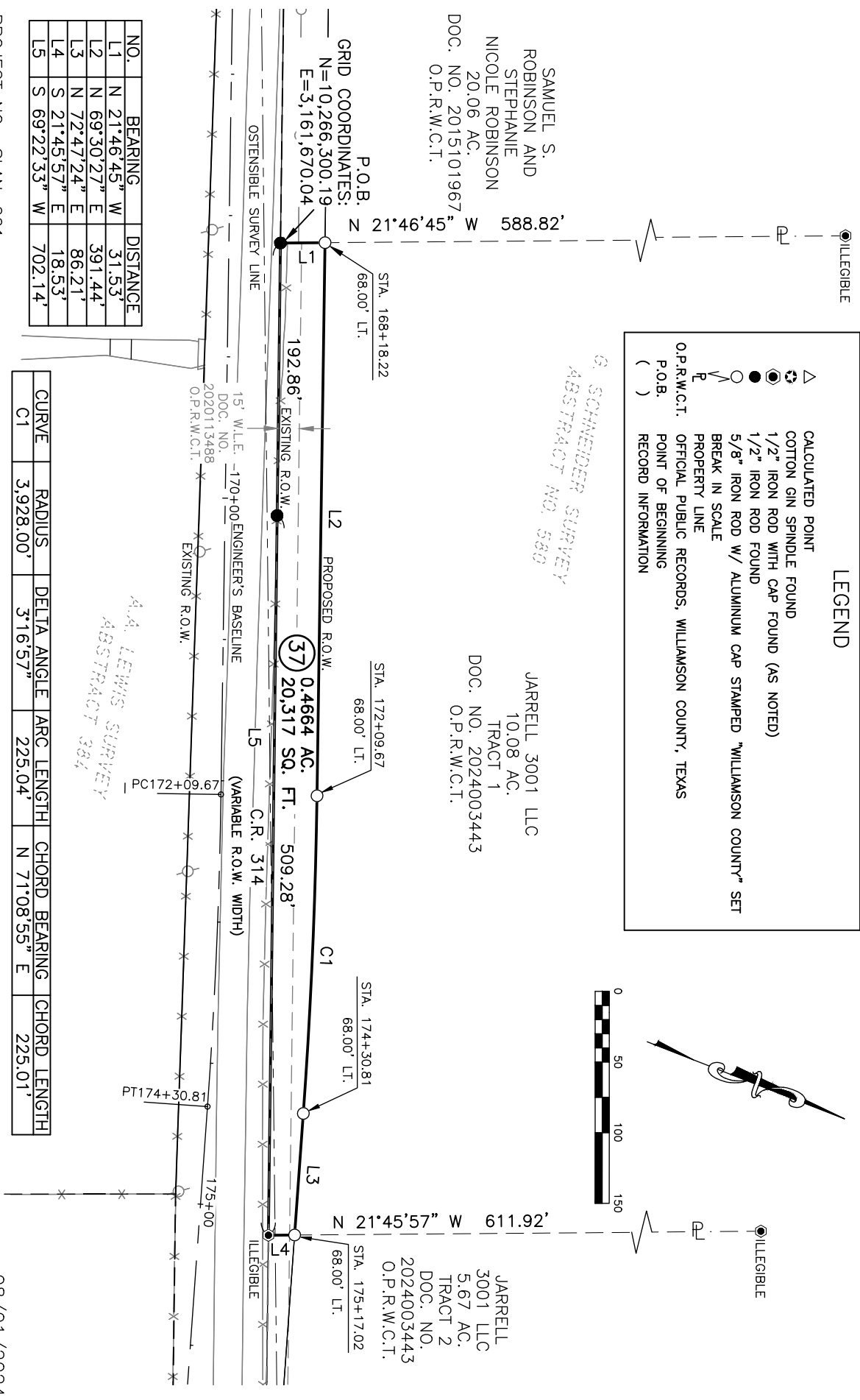
STA. 175+17.02
68.00' LT.

NO.	BEARING	DISTANCE
L1	N 21°46'45" W	31.53'
L2	N 69°30'27" E	391.44'
L3	N 72°47'24" E	86.21'
L4	S 21°45'57" E	18.53'
L5	S 69°22'33" W	702.14'

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	3,928.00'	3°16'57"	225.04'	N 71°08'55" E	225.01'

PROJECT NO.: SLAN-001

08/01/2024



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

SCALE 1" = 100'

PARCEL PLAT SHOWING PROPERTY OF
JARRELL 3001 LLC
WILLAMSON COUNTY

PROJECT C.R. 314

PARCEL 37
0.4664 AC.
20,317 SQ. FT.

PAGE 3 OF 4

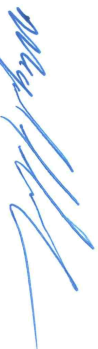
PLAT TO ACCOMPANY DESCRIPTION

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 0.999885232.
- 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) REFERENCE IS HEREBY MADE TO THAT CERTAIN TITLE COMMITMENT (THE "TITLE COMMITMENT") ISSUED BY TEXAN TITLE INSURANCE COMPANY, UNDER GF NO. 612402660, EFFECTIVE 03/26/2024, ISSUED 04/04/2024. 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.

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, L.S.L.S., R.P.L.S. 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



PROJECT NO.: SLAN-001

08/01/2024



PARCEL PLAT SHOWING PROPERTY OF
JARRELL 3001 LLC

WILLIAMSON COUNTY

PROJECT C.R. 314

PARCEL 37
 0.4664 AC.
 20,317 SQ. FT.

PAGE 4 OF 4

EXHIBIT B
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.0687 ACRE (2,993 SQ. FT.) PARCEL OF LAND IN THE G. SCHNEIDER SURVEY, ABSTRACT NO. 580, AND IN THE A.A. LEWIS SURVEY, ABSTRACT NO. 384, IN WILLIAMSON COUNTY TEXAS, BEING A PART OF THAT CALLED 5.67 ACRE TRACT OF LAND DESCRIBED AS TRACT 2 IN SPECIAL WARRANTY DEED TO JARRELL 3001 LLC IN DOCUMENT NO. 2024003443, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAID 0.0687 ACRE (2,993 SQ. FT.) OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod with illegible plastic cap found (Grid Coordinates determined as N=10,266,547.47, E=3,162,327.08) on the existing northerly right of way (ROW) line of County Road 314 (C.R. 314)(variable ROW width) being the southeasterly corner of that called 10.08 acre tract of land described as Tract 1 in Special Warranty Deed to Jarrell 3001 LLC in Document No. 2024003443, said Official Public Records, said point being the southwesterly corner of said 5.67 acre tract, for the **POINT OF BEGINNING** and southwesterly corner of the herein described parcel;

1) **THENCE, N 21°45'57" W**, departing said existing northerly ROW line, with the common boundary line of said 10.08 acre tract and said 5.67 acre tract, a distance of **18.53 feet** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 68.00 feet left of Engineer's baseline station 175+17.02, on the proposed northerly ROW line of C.R. 314 (variable ROW width), for the northwesterly corner of the herein described parcel, from which a 1/2 inch iron rod with illegible plastic cap found being the northwesterly corner of said 5.67 acre tract bears N 21°45'57" W, a distance of 611.92 feet;

THENCE, with said proposed northerly ROW line, through the interior of said 5.67 acre tract, the following two (2) courses:

2) **N 72°47'24" E**, a distance of **195.02 feet** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 68.00 feet left of Engineer's baseline station 177+12.04, for the beginning of a tangent curve to the left;

3) with said curve to the left, having a radius of **3,792.00 feet**, a delta angle of **02°53'43"**, an arc length of **191.61 feet**, and a chord which bears **N 71°20'33" E**, a distance of **191.59 feet**, to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 68.00 feet left of Engineer's baseline station 179+07.09, on the westerly ROW line of County Road 3001 (variable ROW width), same line being the easterly boundary line of said 5.67 acre tract, for the northeasterly corner of the herein described parcel, from which a 1/2 inch iron rod with plastic cap stamped "FOREST-1847" found being the northeasterly corner of said 5.67 acre tract bears N 21°00'51" W, a distance of 636.05 feet;

4) **THENCE, S 21°00'51" E**, departing said proposed northerly ROW line, with said westerly ROW line and said easterly boundary line, a distance of **0.23 feet** to a 1/2 inch iron rod found being the intersection of said existing northerly ROW line of C.R. 314 and said westerly ROW line of C.R. 3001, said point being the southeasterly corner of said 5.67 acre tract, for the southeasterly corner of the herein described parcel;

5) **THENCE, S 69°21'31" W**, with said existing northerly ROW line, same line being the southerly boundary line of said 5.67 acre tract, a distance of **385.79 feet** to the **POINT OF BEGINNING**, containing 0.0687 acres (2,993 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.

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

LEGEND	
△	CALCULATED POINT
▽	COTTON GIN SPINDLE FOUND
●	1/2" IRON ROD WITH CAP FOUND (AS NOTED)
○	1/2" IRON ROD FOUND
○	5/8" IRON ROD W/ ALUMINUM CAP
○	STAMPED "WILLIAMSON COUNTY" SET
▽	BREAK IN SCALE
P	PROPERTY LINE
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
()	RECORD INFORMATION

NO.	BEARING	DISTANCE
L1	N 21°45'57" W	18.53'
L2	N 72°47'24" E	195.02'
L3	S 21°00'51" E	0.23'
L4	S 69°21'31" W	385.79'

PROJECT NO.: SLAN-001

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	3,792.00'	2°53'43"	191.61'	N 71°20'33" E	191.59'

08/01/2024

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

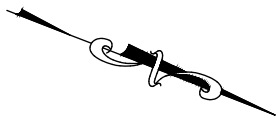
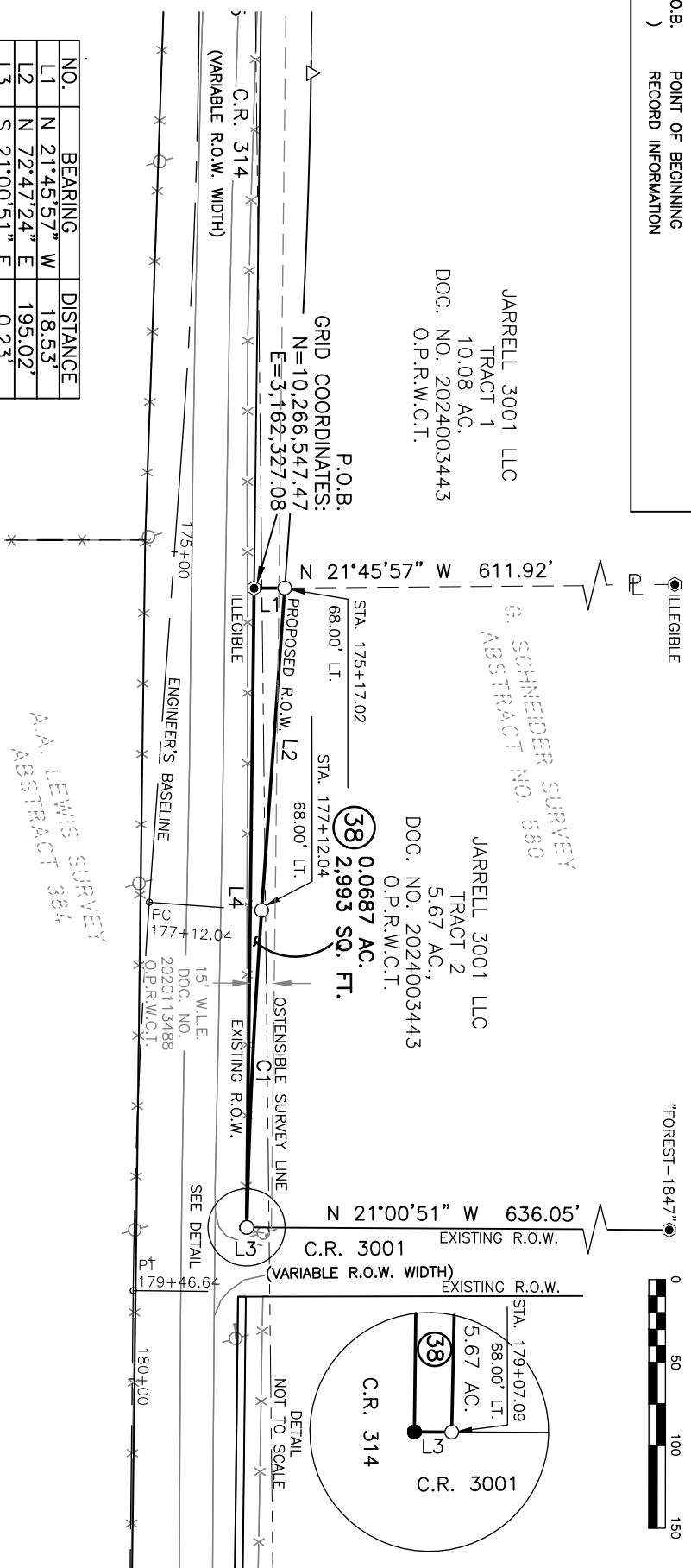
SCALE 1" = 100'

PARCEL PLAT SHOWING PROPERTY OF
JARRELL 3001 LLC
WILLIAMSON COUNTY

PARCEL 38
0.0687 AC.
2,993 SQ. FT.

PROJECT C.R. 314

PAGE 3 OF 4



**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) REFERENCE IS HEREBY MADE TO THAT CERTAIN TITLE COMMITMENT (THE "TITLE COMMITMENT") ISSUED BY TEXAN TITLE INSURANCE COMPANY, UNDER GF NO. G12402660, EFFECTIVE 03/26/2024, ISSUED 04/04/2024, 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.

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, L.S.L.S., R.P.L.S. (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

PROJECT NO.: SLAN-001



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

SCHEDULE B:

1. RESTRICTIVE COVENANTS RECORDED IN: DOCUMENT NO. 2000039127, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS.
 - 10a. (NOT A SURVEY MATTER)
 - 10b. ELECTRIC UTILITY EASEMENT AND COVENANT OF ACCESS DATED JANUARY 5, 2001, EXECUTED BY ALAN CONDREAU TO BARTLETT ELECTRIC COOPERATIVE, INC., RECORDED UNDER DOCUMENT NO. 2002073544, OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS. (THE LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)
 - 10c. WATER UTILITY EASEMENT DATED AUGUST 20, 2020, TO SONTEPERRA MUNICIPAL UTILITY DISTRICT, RECORDED UNDER DOCUMENT NO. 2020113488, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (THE LOCATION IS SHOWN)
 - 10d. ANY PORTION OF THE HEREIN DESCRIBED PROPERTY WHICH LIES WITHIN THE BOUNDARIES OF A ROAD OR ROADWAY.
 - 10e. TERMS, PROVISIONS AND CONDITIONS OF ANY LEASES NOT OF RECORD.
 - 10f. (NOT A SURVEY MATTER)
 - 10g. (NOT A SURVEY MATTER)
 - 10h. ALL VISIBLE AND APPARENT EASEMENTS AND ALL UNDERGROUND EASEMENTS, THE EXISTENCE OF WHICH MAY ARISE BY UNRECORDED GRANT OR BY USE.
 - 10i. RIGHTS OF PARTIES IN POSSESSION.

PARCEL PLAT SHOWING PROPERTY OF
JARRELL 3001 LLC

WILLIAMSON COUNTY

PROJECT
C.R. 314

PARCEL 38
0.0687 AC.
2,993 SQ. FT.

PAGE 4 OF 4

08/01/2024

EXHIBIT C
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.2420 ACRE (10,542 SQ. FT.) PARCEL OF LAND IN THE G. SCHNEIDER SURVEY, ABSTRACT NO. 580, IN WILLIAMSON COUNTY TEXAS, BEING A PART OF THAT CALLED 10.08 ACRE TRACT DESCRIBED AS TRACT 1 IN SPECIAL WARRANTY DEED TO JARRELL 3001 LLC IN DOCUMENT NO. 2024003443, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAID 0.2420 ACRE (10,542 SQ. FT.) OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found (Grid Coordinates determined as N=10,266,300.19, E=3,161,670.04) on the existing northerly right-of-way (ROW) line of County Road 314 (C.R. 314)(variable ROW width) being the southeasterly corner of that called 20.06 acre tract of land described in General Warranty Deed to Samuel S. Robinson and Stephanie Nicole Robinson in Document No. 2015101967, said Official Public Records, said point being the southwesterly corner of said 10.08 acre tract;

THENCE N 21°46'45" W, with the common boundary line of said 20.06 acre tract and said 10.08 acre tract, a distance of 31.53 feet to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set (Grid Coordinates determined as: N=10,266,329.46, E=3,161,658.34), being 68.00 feet left of Engineer's baseline station 168+18.22, on the proposed northerly ROW line of C.R. 314 (variable ROW width), for the **POINT OF BEGINNING** and southwesterly corner of the herein described parcel;

1) **THENCE, N 21°46'45" W**, departing said proposed northerly ROW line, with said common boundary line of the 20.06 acre tract and the 10.08 acre tract, a distance of **15.00 feet** to a calculated point, for the northwesterly corner of the herein described parcel, from which a 1/2 inch iron rod with illegible plastic cap found being the northwesterly corner of said 10.08 acre tract bears N 21°46'45" W, a distance of 573.82 feet;

THENCE through the interior of said 10.08 acre tract, the following three (3) courses:

2) **N 69°30'27" E**, a distance of **391.78 feet** to a calculated point, for the beginning of a tangent curve to the right;

3) with said curve to the right, having a radius of **3,943.00 feet**, a delta angle of **03°16'57"**, an arc length of **225.90 feet**, and a chord which bears **N 71°08'55" E**, a distance of **225.87 feet** to a calculated point for a point of tangency;

4) **N 72°47'24" E**, a distance of **85.02 feet** to a calculated point in the westerly boundary line of that called 5.67 acre tract of land described as Tract 2 in Special Warranty Deed to Jarrell 3001 LLC recorded in Document No. 2024003443, said Official Public Records, same line being the easterly boundary line of said 10.08 acre tract, for the northeasterly corner of the herein described parcel, from which a 1/2 inch iron rod with illegible plastic cap found being the northeasterly corner of said 10.08 acre tract bears N 21°45'57" W, a distance of 596.92 feet;

5) **THENCE, S 21°45'57" E**, with the common boundary line of said 5.67 acre tract and said 10.08 acre tract, a distance of **15.05 feet** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 68.00 feet left of Engineer's baseline station 175+17.02, on said proposed northerly ROW line, for the southeasterly corner of the herein described parcel;

THENCE, with said proposed northerly ROW line, through the interior of said 10.08 acre tract, the following three (3) courses:

- 6) **S 72°47'24" W**, a distance of **86.21 feet** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 68.00 feet left of Engineer's baseline station 174+30.81, for the beginning of a tangent curve to the left;
- 7) with said curve to the left having a radius of **3,928.00 feet**, a delta angle of **03°16'57"**, an arc length of **225.04 feet**, and a chord which bears **S 71°08'55" W**, a distance of **225.01 feet**, to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 68.00 feet left of Engineer's baseline station 172+09.67, for a point of tangency;
- 8) **S 69°30'27" W**, a distance of **391.44 feet** to the **POINT OF BEGINNING**, having an area of 0.2420 acres (10,542 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

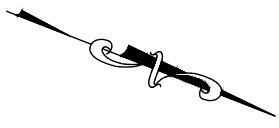
Miguel A. Escobar, L.S.L.S., R.P.L.S.
Texas Reg. No. 5630
1504 Chisholm Trail Rd #103
Round Rock, Tx 78681
TBPELS Firm No. 10059100
Project No: SLAN-001



PLAT TO ACCOMPANY DESCRIPTION

LEGEND

- ▲ CALCULATED POINT
- COTTON GIN SPINDLE FOUND
- 1/2" IRON ROD WITH CAP FOUND (AS NOTED)
- 1/2" IRON ROD FOUND
- 5/8" IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET
- BREAK IN SCALE
- PROPERTY LINE
- OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.T. POINT OF BEGINNING
- P.O.B. POINT OF COMMENCEMENT
- P.O.C. RECORD INFORMATION
- ()



SAMUEL S.
ROBINSON AND
STEPHANIE
NICOLE ROBINSON
20.06 AC.
DOC. NO. 2015101967
O.P.R.W.C.T.

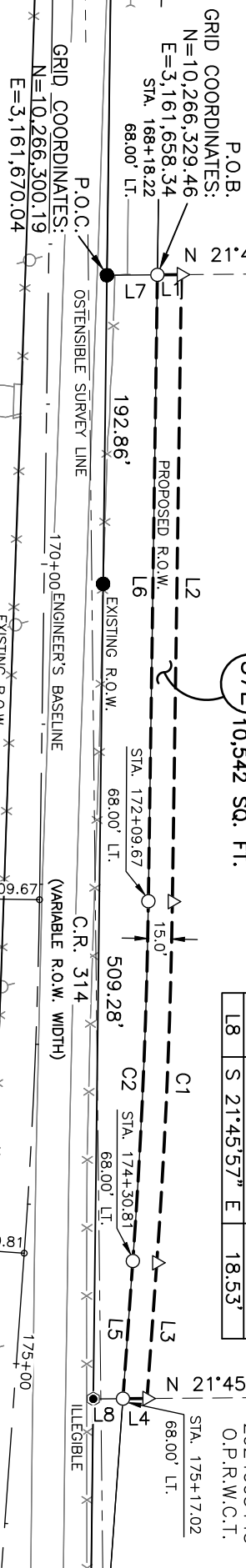
G. SCHNEIDER SURVEY
ABSTRACT NO. 580

JARRELL 3001 LLC
10.08 AC.
TRACT 1
DOC. NO. 2024003443
O.P.R.W.C.T.

NO.	BEARING	DISTANCE
L1	N 21°46'45" W	15.00'
L2	N 69°30'27" E	391.78'
L3	N 72°47'24" E	85.02'
L4	S 21°45'57" E	15.05'
L5	S 72°47'24" W	86.21'
L6	S 69°30'27" W	391.44'
L7	N 21°46'45" W	31.53'
L8	S 21°45'57" E	18.53'

37E
0.2420 AC.
10,542 SQ. FT.

JARRELL
3001 LLC
5.67 AC.
TRACT 2
DOC. NO.
2024003443
O.P.R.W.C.T.



CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	3,943.00'	3°16'57"	225.90'	N 71°08'55" E	225.87'
C2	3,928.00'	3°16'57"	225.04'	S 71°08'55" W	225.01'

PROJECT NO.: SLAN-001

08/01/2024

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

SCALE 1" = 100'

PARCEL PLAT SHOWING PROPERTY OF
JARRELL 3001 LLC
WILLIAMSON COUNTY

PROJECT C.R. 314

PARCEL 37E
0.2420 AC.
10,542 SQ. FT.

PAGE 3 OF 4

**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 0.999985232.
- 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 INSURANCE COMPANY, UNDER GF NO. G12402660, EFFECTIVE 03/26/2024, ISSUED 04/04/2024. 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.

1, 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, L.S.L.S., R.P.L.S. 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
 TBPPLS FIRM NO. 10059100



PROJECT NO.: SLAN-001

08/01/2024

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
JARRELL 3001 LLC

WILLIAMSON COUNTY

PROJECT
 C.R. 314

PARCEL 37E
 0.2420 AC.
 10,542 SQ. FT.

PAGE 4 OF 4

EXHIBIT D
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.1332 ACRE (5,800 SQ. FT.) PARCEL OF LAND IN THE G. SCHNEIDER SURVEY, ABSTRACT NO. 580, AND IN THE A.A. LEWIS SURVEY, ABSTRACT NO. 384, IN WILLIAMSON COUNTY TEXAS, BEING A PART OF THAT CALLED 5.67 ACRE TRACT OF LAND DESCRIBED AS TRACT 2 IN SPECIAL WARRANTY DEED TO JARRELL 3001 LLC IN DOCUMENT NO. 2024003443, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAID 0.1332 ACRE (5,800 SQ. FT.) OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod with illegible plastic cap found (Grid Coordinates determined as N=10,266,547.47, E=3,162,327.08) on the existing northerly right-of-way (ROW) line of County Road 314 (C.R. 314)(variable ROW width) being the southeasterly corner of that called 10.08 acre tract of land described as Tract 1 in Special Warranty Deed to Jarrell 3001 LLC in Document No. 2024003443, said Official Public Records, said point also being the southwesterly corner of said 5.67 acre tract;

THENCE, N 21°45'57" W, departing said existing northerly ROW line, with the common boundary line of said 10.08 acre tract and said 5.67 acre tract, a distance of 18.53 feet to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set (Grid coordinates determined as N=10,266,564.68, E=3,162,320.21), being 68.00 feet left of Engineer's baseline station 175+17.02, on the proposed northerly ROW line of C.R. 314 (variable ROW width), for the southwesterly corner and **POINT OF BEGINNING** of the herein described parcel;

1) **THENCE, N 21°45'57" W**, departing said proposed northerly ROW line, with said common boundary line of the 10.08 acre tract and the 5.67 acre tract, a distance **15.05 feet** to a calculated point, from which a 1/2 inch iron rod with illegible plastic cap found being the northwesterly corner of said 5.67 acre tract bears N 21°45'57" W, a distance of 596.92 feet;

THENCE, through the interior of said 5.67 acre tract, the following two (2) courses:

2) **N 72°47'24" E**, a distance of **196.22 feet** to a calculated point for the beginning of a tangent curve to the left;

3) with said curve to the left, having a radius of **3,777.00 feet**, a delta angle of **02°53'30"**, an arc length of **190.62 feet**, and a chord which bears **N 71°20'39" E**, a distance of **190.60 feet**, to a calculated point, on the westerly ROW line of County Road 3001 (variable ROW width), same line being the easterly boundary line of said 5.67 acre tract, for the northeasterly corner of the herein described parcel, from which a 1/2 inch iron rod with plastic cap stamped "FOREST-1847" found being the northeasterly corner of said 5.67 acre tract bears N 21°00'51" W, a distance of 621.05 feet;

4) **THENCE, S 21°00'51" E**, with said westerly ROW line and said easterly boundary line, a distance of **15.00 feet** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 68.00 feet left of Engineer's baseline station 179+07.09, on said proposed northerly ROW line, for the southeasterly corner of the herein described parcel, and the beginning of a non-tangent curve to the right from which a 1/2 inch iron rod found being the southeasterly corner of said 5.67 acre tract bears S 21°00'51" E, a distance of 0.23 feet;

THENCE, with said proposed northerly ROW line, through the interior of said 5.67 acre tract, the following two (2) courses:

- 5) with said curve to the right having a radius of **3,792.00 feet**, a delta angle of **02°53'43"**, an arc length of **191.61 feet**, and a chord which bears **S 71°20'33" W**, a distance of **191.59 feet** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 68.00 feet left of Engineer's baseline station 177+12.04, for a point of tangency;
- 6) **THENCE, S 72°47'24" W** a distance of **195.02 feet** to the **POINT OF BEGINNING**, containing 0.1332 acres (5,800 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

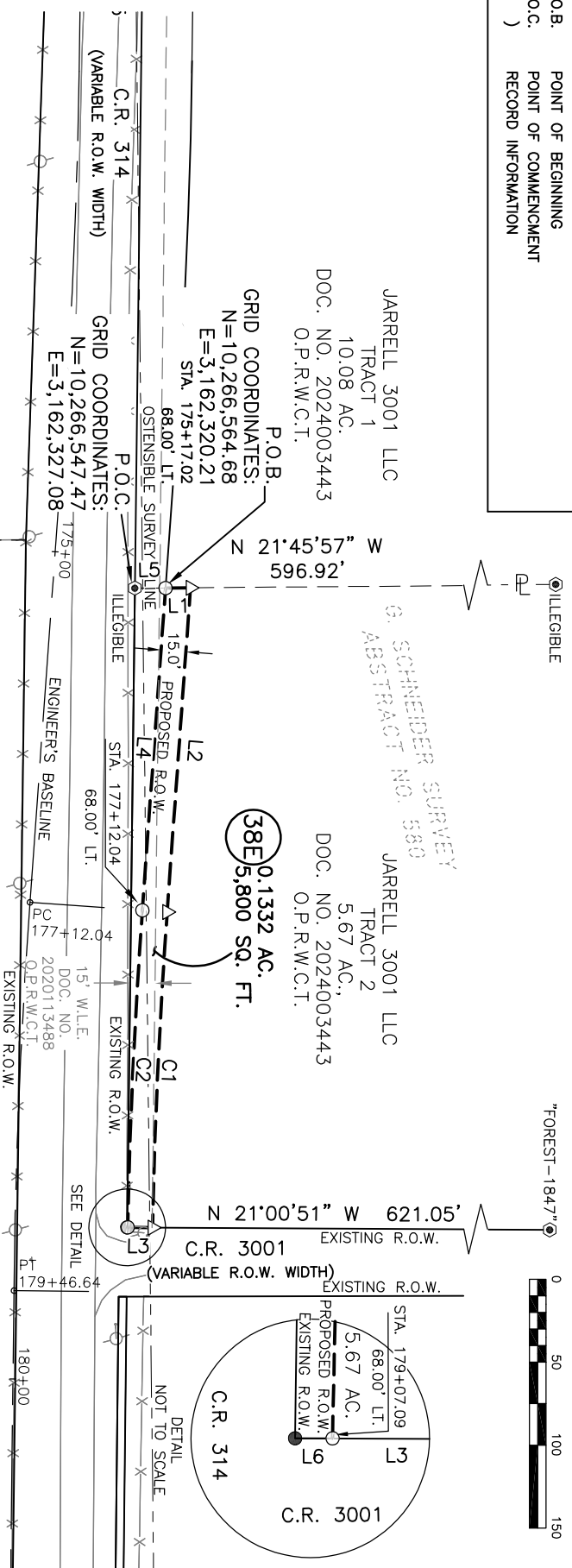


EXHIBIT PLAT TO ACCOMPANY DESCRIPTION

LEGEND

- ▲ CALCULATED POINT
- ⊕ COTTON GIN SPINDLE FOUND
- ⊙ 1/2" IRON ROD WITH CAP FOUND (AS NOTED)
- 1/2" IRON ROD FOUND
- 5/8" IRON ROD W/ ALUMINUM CAP
- STAMPED "WILLIAMSON COUNTY" SET
- ∨ BREAK IN SCALE
- P PROPERTY LINE
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- () RECORD INFORMATION

NO.	BEARING	DISTANCE
L1	N 21°45'57" W	15.05'
L2	N 72°47'24" E	196.22'
L3	S 21°00'51" E	15.00'
L4	S 72°47'24" W	195.02'
L5	N 21°45'57" W	18.53'
L6	S 21°00'51" E	0.23'



P.O.B.
GRID COORDINATES:
N=10,266,564.68
E=3,162,320.21
STA. 175+17.02

38E
0.1332 AC.
5,800 SQ. FT.

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	3,777.00'	2°53'30"	190.62'	N 71°20'39" E	190.60'
C2	3,792.00'	2°53'43"	191.61'	S 71°20'33" W	191.59'

PROJECT NO.: SLAN-001

07/30/2024

**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

SCALE 1" = 100'

PARCEL PLAT SHOWING PROPERTY OF
JARRELL 3001 LLC
WILLIAMSON COUNTY

PROJECT C.R. 314

PARCEL 38E
0.1332 AC.
5,800 SQ. FT.

PAGE 3 OF 4

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 INSURANCE COMPANY, UNDER GF NO. GT2402660, EFFECTIVE 03/26/2024, ISSUED 04/04/2024. THE EASEMENTS AND RESTRICTIONS LISTED ON SCHEDULE B OF THE TITLE COMMITMENT WERE REVIEWED BY THE SURVEYOR AND ARE SHOWN HEREON. SURVEYOR HAS RELEI 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.

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, L.S.L.S., R.P.L.S. 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

PROJECT NO.: SLAN-001



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

SCHEDULE B:

1. RESTRICTIVE COVENANTS RECORDED IN: DOCUMENT NO. 2000039127, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS.
- 10a. (NOT A SURVEY MATTER)
- 10b. ELECTRIC UTILITY EASEMENT AND COVENANT OF ACCESS DATED JANUARY 5, 2001, EXECUTED BY ALAN CONDREAU TO BARTLETT ELECTRIC COOPERATIVE, INC., RECORDED UNDER DOCUMENT NO. 2002073544, OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS. (THE LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)
- 10c. WATER UTILITY EASEMENT DATED AUGUST 20, 2020, TO SONTERRA MUNICIPAL UTILITY DISTRICT, RECORDED UNDER DOCUMENT NO. 2020113488, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (THE LOCATION IS SHOWN)
- 10d. ANY PORTION OF THE HEREIN DESCRIBED PROPERTY WHICH LIES WITHIN THE BOUNDARIES OF A ROAD OR ROADWAY.
- 10e. TERMS, PROVISIONS AND CONDITIONS OF ANY LEASES NOT OF RECORD.
- 10f. (NOT A SURVEY MATTER)
- 10g. (NOT A SURVEY MATTER)
- 10h. ALL VISIBLE AND APPARENT EASEMENTS AND ALL UNDERGROUND EASEMENTS, THE EXISTENCE OF WHICH MAY ARISE BY UNRECORDED GRANT OR BY USE.
- 10i. RIGHTS OF PARTIES IN POSSESSION.

PARCEL PLAT SHOWING PROPERTY OF
JARRELL 3001 LLC

WILLIAMSON COUNTY

PROJECT C.R. 314

PARCEL 38E
 0.1332 AC.
 5,800 SQ. FT.

07/30/2024

Commissioners Court - Regular Session

66.

Meeting Date: 11/26/2024

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
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 11/21/2024

Reviewed By

Becky Pruitt

Date

11/21/2024 02:28 PM

Started On: 11/20/2024 09:41 AM

Commissioners Court - Regular Session

67.

Meeting Date: 11/26/2024

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 Sequoia

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 11/21/2024

Reviewed By

Becky Pruitt

Date

11/21/2024 02:30 PM

Started On: 11/20/2024 09:42 AM