

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
Commissioners Courtroom
710 S. Main Street, Georgetown
January 14, 2025
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 – 22)

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	\$50,000.00
To	0100.0509.004100	Professional Services	\$50,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0540-005700	Vehicles > \$5,000	\$6,000.00

To	0100-0540-003010	Computer Equipment	\$6,000.00
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5. Discuss, consider and take appropriate action on a line item transfer for Death Inquest Investigators.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0566.003005	Office Furniture	\$900.00
To	0100.0566.003006	Office Equipment	\$900.00

6. Discuss, consider and take appropriate action on a line item transfer to the County Auditor's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0409.004998	Contingencies	\$61,800.00
To	0100.0495.004100	Professional Services	\$61,800.00

7. Discuss, consider, and take appropriate action to acknowledge line item transfers of \$1000 or less completed by the County Auditor during October 2024 to December 2024 (FY25 1st Quarter).
8. Discuss, consider and take appropriate action on approving compensation changes, position title changes, position grade changes, and any corresponding line item transfers.
9. Discuss, consider, and take appropriate action on approving property tax refunds over \$2,500.00 through 01/08/2025 for the Williamson County Tax Assessor/Collector.
10. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 1, December 2024 Monthly Report in compliance with Code of Criminal Proc. § 103.005.
11. Discuss, consider, and take appropriate action to approve Justice of the Peace Precinct 2 December 2024 Monthly Report in compliance with Code of Criminal Procedure 103.005.
12. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, December 2024 Monthly Report in compliance with Code of Crim. Proc. § 103.005.
13. Discuss, consider and take appropriate action to approve the uniform policy for Death Inquest Investigators.
14. Discuss, consider, and take appropriate action on closing out and not awarding RFP #25RFP1, Armored Courier Services, due to no responses received.

15. Discuss, consider and take appropriate action on authorizing Work Order Amendment #202517 Add-ons for Unified Enterprise Support Services with Microsoft Corporation per DIR Contract #DIR-CPO-4911 for the term of three (3) years beginning 11.01.24-10.31.27, in the amount of \$26,860.00, and authorizing the execution of the amendment.
16. Discuss, consider, and take appropriate action on approving annual purchase #202601 between Williamson County and Tyler Technologies, Inc. for the Enterprise Jury Summons software, for a total amount of \$58,109.31 pursuant to Sourcewell contract #090320-TTI.
17. Discuss, consider and take appropriate action on approving the agreement #202600 between VertiGIS and Williamson County for the Small Municipal and County Enterprise License Agreement, for an annual amount of \$31,150.00, for a three(3) year term, in coordination with cooperative DIR-CPO-5192 and authorizing the execution of the agreement.
18. Discuss, consider, and take appropriate action on approving the Services and Purchase Contract #202588 with Intelligent Markings USA Inc dba Turf Tank for Annual Customer Care for Parks and Recreation field marking system in the amount of \$4,999.00 and authorize execution of this agreement.
19. Discuss, consider, and take appropriate action on approving the Services and Purchase Contract #2025100 with Polylast Global LLC for Polylast Flooring for the Expo Center in the amount of \$21,200.00 and authorize execution of this agreement.
20. Discuss, consider and take appropriate action on Supplemental Work Authorization No 2 to Work Authorization No 1 under the Williamson County Contract between K Friese and Associates, LLC and Williamson County dated March 5, 2024 for On-Call Development Services Assistance. Funding source: 01.0200.0210.004100.
21. Discuss, consider and take appropriate action on Supplemental Work Authorization No 3 to Work Authorization No 1 under Williamson County Contract between SWCA, Inc. and Williamson County dated February 25, 2020, for CR 201 Environmental Services. This supplemental extends the termination date until January 31, 2026. Funding source: P546.
22. Discuss, consider and take appropriate action on approval of the preliminary plat for the Nolana Phase 3 subdivision – Precinct 3.

REGULAR AGENDA

23. Discuss, consider, and take appropriate action regarding the January 2025 Wilco One Employee Well Being Brochure and January Wellness Updates.
24. Receive and acknowledge approval of Change Order No. 5 from Texas AirSystems for the Jail South Boiler Renovation Project in the amount of \$25,261.00, which was approved by Williamson County Facilities Project Manager, Daryl Mutz, pursuant to the Commissioners Court's prior delegation of change order approval authority pursuant to Loc. Gov't Code Sec. 262.031.

25. Discuss, consider, and take appropriate action on authorizing the Agreement for Construction Services #2025101 between G2 Construction Services, Inc. and Williamson County for Justice Center LED Lighting Upgrades, in the amount of One Hundred Eighty Thousand Dollars (\$180,000.00), pursuant to TIPS contract 211001 and execution of the agreement.
26. Discuss, consider, and take appropriate action on approving purchase #202603 of In-Car Camera Systems for Williamson County Law Enforcement Vehicles from GTS Technology Solutions for a total of \$270,009.75 pursuant to DIR Contract #DIR-CPO-4697.
27. Discuss, consider, and take appropriate action to authorize the Williamson County Purchasing Agent to begin preparation of solicitation procedures for the sale of Williamson County-owned property's within the downtown Georgetown area.
28. Discuss, consider, and take appropriate action regarding the prioritization of potential congressional earmark projects.
29. Discuss, consider and take appropriate action on Contract Amendment No. 1 under Williamson County Contract for Engineering Services between HNTB Corporation and Williamson County dated January 9, 2024 for General Engineering Consultant– Construction Management/Inspection Services.
30. Discuss, consider and take appropriate action on Contract Amendment No. 1 under Williamson County Contract for Engineering Services between HNTB Corporation and Williamson County dated January 9, 2024 for General Engineering Consultant – Construction Management/Inspection Services for Williamson County Road and Bridge Department Projects.
31. Discuss, consider, and take appropriate action on Contract Amendment No. 3 to RFQ2572 Flood Plain Maps Update (Atlas 14 – Salado Creek Basin Study & Technical Review) contract between Williamson County and Halff Associates, Inc. relating to the Texas Water Development Board (TWDB) Agreement. Project: P382. Funding source: CIP/Road and Bridge.
32. Discuss, consider, and take appropriate action on Contract Amendment No. 3 to RFQ2572 Flood Plain Maps Update (Atlas 14 – San Gabriel Basin Study) contract between Williamson County and Doucet & Associates, Inc. relating to the Texas Water Development Board (TWDB) Agreement. Project: P382. Funding source: CIP/Road and Bridge.
33. Discuss, consider, and take appropriate action on Contract Amendment No. 4 to RFQ2572 Flood Plain Maps Update (Atlas 14 - Brushy Creek Basin Study) contract between Williamson County and AECOM Technical Services, Inc. relating to the Texas Water Development Board (TWDB) Agreement. Project: P382. Funding source: CIP/Road and Bridge.
34. Discuss, consider and take appropriate action on a conditional roadway acceptance agreement for the Nolina Phase 1 Sections 1 and 2 subdivision.
35. Discuss, consider and take appropriate action on a real estate contract with Skip Sandell and Nancy Heaton to purchase 5.009 acres needed as right of way for the Hero Way segment 2 project. Funding Source: LRTP P457

36. Discuss, consider and take appropriate action on a Relocation Expenses Reimbursement Letter Agreement with PEC regarding the use of portions of the proposed Sam Bass Road public right of way (prior rights agreement). Funding Source: Bonds P462
37. Discuss, consider and take appropriate action on a Contract Amendment No. 4 to the Bagdad Road North contract between Williamson County and Binkley & Barfield, Inc. relating to the 2019 Road Bond Program.
Project: P343
Fund Source: Road Bonds
38. Discuss, consider and take appropriate action on releases of liens for 3 properties acquired by Habitat for Humanity using CDBG funds.
39. Discuss, consider and take appropriate action on a claim for actual moving expenses caused by the acquisition of right of way on the Bagdad Rd./CR 279 project (Parcel 15). Funding Source: Bonds P343
40. Discuss, consider, and take appropriate action on adopting a resolution of support for legislation that would create a new District Court in Williamson County, Texas that would help address an increased criminal case workload; and discuss, consider, and take appropriate action to direct the Williamson County Purchasing Department to negotiate a Professional Services Agreement with the National Center for State Courts to provide an evaluation of the caseflow management practices and management of judicial resources in relation to Williamson County's District Courts and County Courts at Law and make recommendations for increased efficiencies and enhancements that may be made to meet the increased workloads of such courts and exempting the purchase from competitive bidding under Texas Local Government Code 262.024(a)(2) as being an item necessary to preserve or protect the public health or safety of the residents of Williamson County.

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)."

41. 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 a 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 the 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 the acquisition of real property for CR 175.
- 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 the proposed or potential sale or lease of property owned by the County

- a) Discuss country-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 at 747 County Rd. 138 Hutto, Texas
- d) Discuss Blue Springs Blvd. property
- e) Discuss the potential sale of Williamson County-owned properties within the downtown Georgetown area.

42. 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

43. 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. 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
15. Cause No. 24-2467-C425; Carlos Turcios, et al. v. Williamson County, et al; In the 425th Judicial District Court of Williamson County, Texas
16. Cause No. 24-2687-C395; Paul Johnson v. Williamson County Tax Office; In the 395th Judicial District Court of Williamson County, Texas

b. Administrative Complaints:

c. Claims:

1. Legal claim related to Bryan Ross.
2. Claim No. 09252024-560-347 - auto liability claim by Madisyn Grace Thomas for incident occurring on or about 09/25/2024.

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 (CWSRF).
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.
10. Legal matters pertaining to proposed rules, Chapter 56 in Title 1 of the Texas Administrative Code relating to reporting requirements of District and County Attorneys in counties with a population of 500,000 or more.

44. 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).
45. 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)

46. 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. 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
15. Cause No. 24-2467-C425; Carlos Turcios, et al. v. Williamson County, et al; In the 425th Judicial District Court of Williamson County, Texas
16. Cause No. 24-2687-C395; Paul Johnson v. Williamson County Tax Office; In the 395th Judicial District Court of Williamson County, Texas

b. Administrative Complaints:

c. Claims:

1. Legal claim related to Bryan Ross.
2. Claim No. 09252024-560-347 - auto liability claim by Madisyn Grace Thomas for incident occurring on or about 09/25/2024.

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 (CWSRF).
 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.
 10. Legal matters pertaining to proposed rules, Chapter 56 in Title 1 of the Texas Administrative Code relating to reporting requirements of District and County Attorneys in counties with a population of 500,000 or more.
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47. 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).

 48. Comments from Commissioners.

 49. 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 10th day of January 2025 at 1:00 pm and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session**3.****Meeting Date:** 01/14/2025

Line Item Transfer

Submitted For: Dale Butler**Submitted By:** Gina Wrehsnig, Facilities Management**Department:** Facilities Management**Agenda Category:** Consent

Information**Agenda Item**

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

Background

Need additional funds for the remainder of the FY for Professional Services (Project Design).

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.004509	Facility Enhancements	\$50,000.00
To	0100.0509.004100	Professional Services	\$50,000.00

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Facilities Management (Originator)

Form Started By: Gina Wrehsnig

Final Approval Date: 01/09/2025

Reviewed By

Delia Colon

Gina Wrehsnig

Date

01/08/2025 08:48 AM

01/09/2025 07:06 AM

Started On: 01/07/2025 02:52 PM

Commissioners Court - Regular Session**4.****Meeting Date:** 01/14/2025

LIT for EMS

Submitted By: Michael Knipstein, EMS**Department:** EMS**Agenda Category:** Consent

Information**Agenda Item**

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

Background

Line item transfer to computer equipment to facilitate the repairs of computers.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0540-005700	Vehicles > \$5,000	\$6,000.00
To	0100-0540-003010	Computer Equipment	\$6,000.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Michael Knipstein

Final Approval Date: 01/08/2025

Reviewed By

Delia Colon

Date

01/08/2025 04:12 PM

Started On: 01/08/2025 02:11 PM

Commissioners Court - Regular Session**5.****Meeting Date:** 01/14/2025

LIT Death Inquest

Submitted For: Rebecca Clemons**Submitted By:** Becky Pruitt, Commissioners Court**Department:** Commissioners Court**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on a line item transfer for Death Inquest Investigators.

Background

I need an additional transfer of \$900 to order a camera, external flash and SD memory cards for the new death investigators to document death investigations.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0566.003005	Office Furniture	\$900.00
To	0100.0566.003006	Office Equipment	\$900.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Becky Pruitt

Final Approval Date: 01/08/2025

Reviewed By

Delia Colon

Date

01/08/2025 03:04 PM

Started On: 01/08/2025 02:49 PM

Commissioners Court - Regular Session**6.****Meeting Date:** 01/14/2025

Line Item Transfer County Auditor

Submitted For: Julie Kiley**Submitted By:** Julie Kiley, County Auditor**Department:** County Auditor**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on a line item transfer to the County Auditor's Office.

Background

The Auditor's Office is requesting additional Professional Services dollars. These funds are needed to contract with a staffing agency to supplement staff in the office. The office has several vacancies and is in need of loan staff to assist with keeping up with day-to-day responsibilities and the annual financial audit requirements. The staffing agency contract will be on a future agenda should this transfer be approved. These dollars represent approximately 30 hours per week for an 8-week period.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0409.004998	Contingencies	\$61,800.00
To	0100.0495.004100	Professional Services	\$61,800.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Julie Kiley

Final Approval Date: 01/09/2025

Reviewed By

Delia Colon

Date

01/09/2025 09:26 AM

Started On: 01/09/2025 07:24 AM

Commissioners Court - Regular Session**7.****Meeting Date:** 01/14/2025

Line Item Transfers of \$1000 or Less October 2024 to December 2024 FY25

Submitted For: Ganae Hempe**Submitted By:** Nancy Schiller, County Auditor**Department:** County Auditor**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action to acknowledge line item transfers of \$1000 or less completed by the County Auditor during October 2024 to December 2024 (FY25 1st Quarter).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

LIT FY25 Q1

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Nancy Schiller

Final Approval Date: 01/09/2025

Reviewed By

Delia Colon

Date

01/09/2025 10:38 AM

Started On: 01/09/2025 10:06 AM

FY25 LIT's Equal to or Less Than \$1,000 - 1st QTR

<i>Dept</i>	<i>From/To</i>		<i>Line #</i>			<i>Amount</i>
CO TAX ASSESSOR COLLECTOR	From	01	0100	0499	004208	\$ 750.00
	To	01	0100	0499	003011	\$ 750.00
COUNTY COURT AT LAW 2	From	01	0100	0427	004999	\$ 10.00
	To	01	0100	0427	004212	\$ 10.00
EMS	From	01	0100	0540	003001	\$ 334.10
	To	01	0100	0540	004500	\$ 334.10
425TH DISTRICT COURT	From	01	0100	0441	003010	\$ 85.76
	To	01	0100	0441	003100	\$ 85.76
INFORMATION TECHNOLOGY	From	01	0100	0503	003011	\$ 137.18
	To	01	0100	0503	003311	\$ 137.18
COMMISSIONER PCT 1	From	01	0100	0211	004999	\$10.00
	To	01	0100	0211	003900	\$10.00
MAGISTRATE OFFICE	From	01	0100	0477	003006	\$ 29.95
	To	01	0100	0477	004999	\$ 29.95
EXTENSION SERVICE	From	01	0100	0665	003101	\$ 123.24
	To	01	0100	0665	003901	\$ 123.24
COMMISSIONER PCT 2	From	01	0100	0212	004999	\$ 50.00
	To	01	0100	0212	004212	\$ 50.00
EMS	From	01	0100	0540	003001	\$ 334.10
	To	01	0100	0540	004500	\$ 334.10
COMMISSIONERS COURT	From	01	0100	0401	003005	\$ 1,000.00
	To	01	0100	0401	003006	\$ 1,000.00
NON DEPARTMENTAL	From	01	0100	0409	004998	\$ 398.77
	To	01	0100	0409	002030	\$ 398.77
COUNTY COURT AT LAW 2	From	01	0100	0427	004999	\$ 74.89
	To	01	0100	0427	004621	\$ 74.89
FLEET MAINTENANCE	From	01	0882	0882	004999	\$ 45.00
	To	01	0882	0882	004416	\$ 45.00
ON-SITE SEWAGE FACILITIES	From	01	0100	0661	004100	\$ 150.00
	To	01	0100	0661	003005	\$ 150.00

COUNTY CLERK-JUDICIAL	From	01	0100	0404	003100	\$ 325.00
	To	01	0100	0404	003901	\$ 325.00
CO TAX ASSESSOR COLLECTOR	From	01	0100	0499	004212	\$ 500.00
	To	01	0100	0499	003006	\$ 500.00
EMERGENCY SERVICES DEPARTMENT	From	01	0100	0583	003100	\$ 25.99
	To	01	0100	0583	003010	\$ 25.99
PUBLIC AFFAIRS	From	01	0100	0406	004350	\$ 163.00
	To	01	0100	0406	004621	\$ 163.00
J.P. PRECINCT 1	From	01	0100	0451	003006	\$ 17.69
	To	01	0100	0451	004621	\$ 17.69
480TH DISTRICT COURT	From	01	0100	0442	004350	\$ 7.83
	To	01	0100	0442	004212	\$ 7.83
COUNTY COURT AT LAW 2	From	01	0100	0427	004999	\$ 4.13
	To	01	0100	0427	004621	\$ 4.13
BUDGET OFFICE	From	01	0100	0491	004350	\$ 80.00
	To	01	0100	0491	003601	\$ 80.00
480TH DISTRICT COURT	From	01	0100	0442	003900	\$ 175.95
	To	01	0100	0442	004350	\$ 175.95
CO TAX ASSESSOR COLLECTOR	From	01	0100	0499	003100	\$ 565.94
	To	01	0100	0499	004621	\$ 565.94
PUBLIC AFFAIRS	From	01	0100	0406	004311	\$ 300.00
	To	01	0100	0406	004100	\$ 300.00
COMMISSIONERS COURT	From	01	0100	0401	003005	\$ 370.00
	To	01	0100	0401	004209	\$ 370.00
UNIFIED ROAD SYSTEM	From	01	0200	0210	003005	\$ 120.00
	To	01	0200	0210	004505	\$ 120.00
DEATH INQUESTS	From	01	0100	0566	003010	\$ 652.00
	To	01	0100	0566	003006	\$ 652.00

Commissioners Court - Regular Session**8.****Meeting Date:** 01/14/2025

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.

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: 01/09/2025

Reviewed By

Allen Frederick

Delia Colon

Date

01/08/2025 05:15 PM

01/09/2025 09:22 AM

Started On: 01/08/2025 04:55 PM

Department	Position	Emp Num	Current Annual Salary	Annual Merit Amt	Merit%	New Annual Salary	Lump-sum Merit	Pay Proposal Reason	Effective Date of Change
911 Communications	TCO Specialist.0156.001100.	13702	\$65,095.70	\$1,952.87	3.00	\$67,048.57	-	MERIT	17-Jan-25
911 Communications	TCO Specialist.0174.001100.	15014	\$65,095.70	\$1,952.87	3.00	\$67,048.57	-	MERIT	17-Jan-25
Justice of the Peace 4	Court Clerk II.1009.001100.	16776	\$45,905.60	\$1,377.17	3.00	\$47,282.77	-	MERIT	17-Jan-25
Truancy Program JP 4	Court Clerk II.2205.001100.	17210	\$39,535.62	\$2,767.50	7.00	\$42,303.12	-	MERIT	17-Jan-25

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0100	0581	001100	3,905.74	
01	0100	0581	002010	298.79	
01	0100	0581	002020	626.87	
01	0100	8004	001130		3,905.74
01	0100	8004	002010		298.79
01	0100	8004	002020		626.87
01	0100	0454	001100	1,377.17	
01	0100	0454	001130		1,377.17
01	0369	0369	001100	2,767.50	
01	0369	0369	001130		2,767.50

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
0570 Corrections	0532	17079	\$56,207.10	\$56,207.10	\$62,009.47	\$56,347.43	\$5,662.04	N/A	Reallocation of position budget to facilitate promotion as allowed by policy. Surplus salary from PCN 0532 to PCN 0496	1/17/2025
0570 Corrections	0496	Vacant	N/A	N/A	\$69,035.81	\$74,697.85	N/A	\$5,662.04	Reallocation of position budget to facilitate promotion as allowed by policy. Surplus salary from PCN 0532 to PCN 0496	1/17/2025
0570 Corrections	1936	17065	\$56,207.10	\$56,207.10	\$64,514.65	\$57,358.65	\$7,156.00	N/A	Reallocation of position budget to facilitate promotion as allowed by policy. Surplus salary from PCN 1936 to PCN 0511	1/17/2025
0570 Corrections	0511	Vacant	N/A	N/A	\$69,035.81	\$76,191.81	N/A	\$7,156.00	Reallocation of position budget to facilitate promotion as allowed by policy. Surplus salary from PCN 1936 to PCN 0511	1/17/2025

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
0560 Sheriff's Office	1358	Vacant	N/A	N/A	\$94,498.29	\$81,626.45	\$12,871.84	N/A	Reallocation of position budget to facilitate promotion as allowed by policy. Surplus salary from PCNs 1358,1284 and 1342 to PCN 1261	1/17/2025
0560 Sheriff's Office	1284	15426	\$73,988.47	\$73,988.47	\$83,258.97	\$76,948.01	\$6,310.96	N/A	Reallocation of position budget to facilitate promotion as allowed by policy. Surplus salary from PCNs 1358,1284 and 1342 to PCN 1261	1/17/2025
0560 Sheriff's Office	1342	17304	\$66,488.56	\$66,488.56	\$86,622.64	\$73,747.39	\$12,875.25	N/A	Reallocation of position budget to facilitate promotion as allowed by policy. Surplus salary from PCNs 1358,1284 and 1342 to PCN 1261	1/17/2025

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
0560 Sheriff's Office	1261	Vacant	N/A	N/A	\$95,638.39	\$127,696.44	N/A	\$32,058.05	Title and Grade Change: from Deputy (L1.14) to Lieutenant (L4.14). Reallocation of position budget to facilitate promotion as allowed by policy. Surplus salary from PCNs 1358,1284 and 1342 to PCN 1261	1/17/2025

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

Commissioners Court - Regular Session**9.****Meeting Date:** 01/14/2025

Property Tax Refunds – Over 2500 – Thru 01/08/2025

Submitted For: Larry Gaddes**Submitted By:** Renee Clark, County Tax Assessor
Collector**Department:** County Tax Assessor Collector**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving property tax refunds over \$2,500.00 through 01/08/2025 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

1122124-010825 Refunds Over 2500 agenda

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Renee Clark

Final Approval Date: 01/09/2025

Reviewed By

Delia Colon

Date

01/09/2025 11:19 AM

Started On: 01/08/2025 02:23 PM

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: January 8, 2025
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

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

Annex Locations:

350 Discovery Blvd, Ste 101
Cedar Park, TX 78613

412 Vance St, Ste 1
Taylor, TX 76574

4:12 PM
01/08/25

Property Tax
Account QuickReport
As of January 8, 2025

Type	Date	Num	Name	Memo	Amount
Refunds Payable - Taxpayers					
Check	01/08/2025	110680	CORELOGIC TAX SERVICES	R577209 - Overpayment	-12,731.62
Check	01/08/2025	110682	Ron McGuire	R622657 - Overpayment	-6,325.37
Total Refunds Payable - Taxpayers					-19,056.99
TOTAL					-19,056.99

Commissioners Court - Regular Session**10.****Meeting Date:** 01/14/2025

JP1 EOM DECEMBER 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, December 2024 Monthly Report in compliance with Code of Criminal Proc. § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

JP1 EOM DECEMBER 2024

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Misty Lamb

Final Approval Date: 01/08/2025

Reviewed By

Hal Hawes

Delia Colon

Date

01/07/2025 03:59 PM

01/08/2025 08:51 AM

Started On: 01/07/2025 03:35 PM

IN COMPLIANCE WITH ARTICLE 103

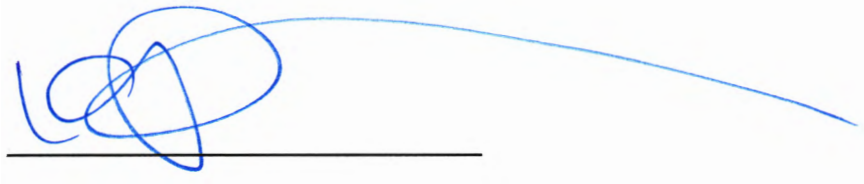
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

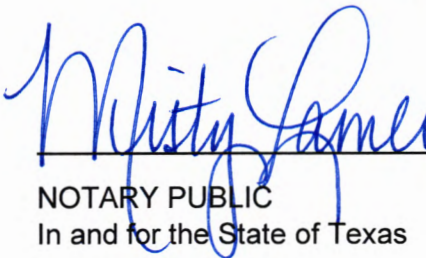
Before me, the undersigned authority, on this day personally appeared KT Musselman, Justice of the Peace, Precinct 1, Williamson County, who, on his oath, stated that the attached report of money collected is true and correct report for the month of December 2024

DETAILED REPORT IS AVAILABLE THROUGH THE AUDITOR'S OFFICE.

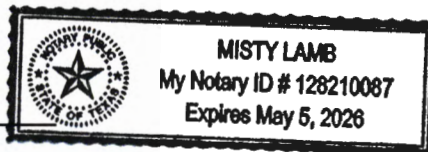


KT MUSSELMAN
JUSTICE OF THE PEACE
PRECINCT ONE

On this 7th day of January, 2025 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: 12/01/2024 - 12/31/2024 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		
01-0100-0000-341801 - FEES OF OFFICE, JP PCT-1	L-004-1-01-0100-0000-341801: 01-0100-0000-341801 - FEES OF OFFICE, JP PCT #1	11,913.34
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	32,080.00
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	415.00
01-0100-0000-342860 -Time Payment Fee County 2.50	L-004-1-01-0100-0000-342860: 01-0100-0000-342860 - Time Payment Fee County 2.50	157.04
01-0100-0000-351301 - FINES, JP PCT-1	L-004-1-01-0100-0000-351301: 01-0100-0000-351301 - FINES, JP PCT #1	14,042.00
01-0100-0000-365103 Language Access Fund	L-004-1-01-0100-0000-365103: Language Access Fund	1,164.00
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	1,273.66
0100 - General Fund Total:		61,045.04
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	25.00
0365 - Child Safety Fund Total:		25.00
0370 - Alternate Dispute Resolution Fund		
01-0370-0000-341170 - Alternate Dispute Resolution Fees	L-004-1-01-0370-0000-341170: 01-0370-0000-341170 - Alternate Dispute Resolution Fees	1,940.00
0370 - Alternate Dispute Resolution Fund Total:		1,940.00
0399 - State Agency Fund		
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)	4,745.85
01-0399-0000-208181 - State Consolidated Fee	L-004-0399-0000-208181: State Consolidated Fee	840.00
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	55.00
01-0399-0000-208426 - State Traffic Fine Due To State	L-004-1-01-0399-0000-208426: 01-0399-0000-208426 - State Traffic Fine Due To State	2,014.36
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-1-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	500.00
0399 - State Agency Fund Total:		8,155.21
JP BOND		
01-0100-0000-207019 - JP1 Bond Liability Account	L-004-1-02-00002: JP1 Registry Bond Account Liability	2,000.00
JP BOND Total:		2,000.00
Fee Totals for All Funds:		73,165.25

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 12/01/2024 - 12/31/2024 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
2020AFAPD	Arrest Fee - Austin PD 102.011(a)(1), 102.011(e)	10.00	2	0.00	0	0.00	0	10.00	2
2020AFC1	Arrest Fee - Constable 1 CCP 102.011(a)(1), 102.011(e)	15.00	3	0.00	0	0.00	0	15.00	3
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	55.00	11	0.00	0	0.00	0	55.00	11
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	338.22	79	0.00	0	0.00	0	338.22	79
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	4,745.85	88	0.00	0	0.00	0	4,745.85	88
2020CDF	Compliance Dismissal Fine	181.00	18	0.00	0	0.00	0	181.00	18
2020DSCM	Driving Safety Course Mandatory CCP 45.0511(f)(1)	50.00	5	0.00	0	0.00	0	50.00	5
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	1,273.66	98	0.00	0	0.00	0	1,273.66	98
2020LTF	Local Traffic Fine (TC 542.403)	120.87	43	0.00	0	0.00	0	120.87	43
2020STF	State Traffic Fine (TC 542.4031)	2,014.36	43	0.00	0	0.00	0	2,014.36	43
2020TPF	Time Payment Fee CCP 102.030	157.04	15	0.00	0	0.00	0	157.04	15
2020WFC1	Warrant Fee - Const Pct 1 CCP 102.011(a)(2), 102.011(e)	400.00	8	0.00	0	0.00	0	400.00	8
AB	Abstract	25.00	2	0.00	0	0.00	0	25.00	2
AFACC	Arrest Fee - Austin Community College	20.00	4	0.00	0	0.00	0	20.00	4
CB	Cash Bond	2,000.00	5	0.00	0	0.00	0	2,000.00	5
CCOP	Civil Copies	7.00	8	0.00	0	0.00	0	7.00	8
CERT	Certified Copy	37.00	13	0.00	0	0.00	0	37.00	13
CFINE	County Fine	14,042.00	90	0.00	0	0.00	0	14,042.00	90
CONT1	Constable Service Fee Pct #1	23,360.00	220	0.00	0	(80.00)	1	23,280.00	221
COPY	Copies	2.75	2	0.00	0	0.00	0	2.75	2
CSSF	Child Safety School Fee (CCP 102.014(c))	25.00	1	0.00	0	0.00	0	25.00	1
DDF	Deferred Disposition Fee	1,128.00	8	0.00	0	0.00	0	1,128.00	8
JURY	Jury Fee	44.00	2	0.00	0	0.00	0	44.00	2
MISCOP	Miscellaneous Copy Fees	14.50	6	0.00	0	0.00	0	14.50	6
SB41CDRF	County Dispute Resolution fund - LGC 135.157	1,945.00	389	0.00	0	(5.00)	1	1,940.00	390
SB41JCSF	Justice Court Support Fund	9,725.00	389	0.00	0	(25.00)	1	9,700.00	390
SB41LAF	Language Access Fund - LGC 135.155	1,167.00	389	0.00	0	(3.00)	1	1,164.00	390
SB41SCF	State Consolidated Fee	861.00	41	0.00	0	(21.00)	1	840.00	42
SFMCWV	State Fine - Motor Carrier Weight Violation	500.00	1	0.00	0	0.00	0	500.00	1

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 12/01/2024 - 12/31/2024 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
TURN	Turnover	5.00	1	0.00	0	0.00	0	5.00	1
WGAR	Writ of Garnishment	10.00	2	0.00	0	0.00	0	10.00	2
WPOSS	Writ of Possession	220.00	44	0.00	0	0.00	0	220.00	44
WSF1	Constable #1 - Writ Service Fee	8,800.00	44	0.00	0	0.00	0	8,800.00	44
Fee Code Summary Totals		Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
		73,299.25	2,074	0.00	0	(134.00)	5	73,165.25	2,079

Commissioners Court - Regular Session**11.****Meeting Date:** 01/14/2025

December Monthly Report

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

Information**Agenda Item**

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

December 2024 Report

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Melissa East

Final Approval Date: 01/06/2025

Reviewed By

Delia Colon

Date

01/06/2025 01:47 PM

Started On: 01/06/2025 12:51 PM

Affidavit

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

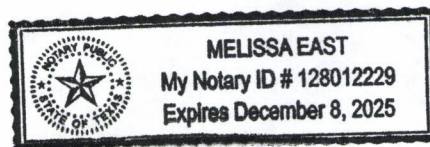
Before me, the undersigned authority, on this day personally appeared Angela Williams, Justice of the Peace, Precinct 2, Williamson County, who on her oath, stated that the attached report of monies collected is a true and correct report for the month of DECEMBER, 2024.



ANGELA WILLIAMS
JUSTICE OF THE PEACE
WILLIAMSON COUNTY PRECINCT 2

On this 6th day of January 5 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

Deposit Date: 12/01/2024 - 12/31/2024 Case Categories: Criminal; Civil
Locations: JP2

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207017 - Collections Agency Fee	L-004-2-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	548.40
01-0100-0000-209700 - JP COURTS-REFUNDS	L-004-2-01-0100-0000-209700: 01-0100-0000-209700 - JP COURTS-REFUNDS	380.00
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-2-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	55.00
01-0100-0000-341802 - FEES OF OFFICE, JP PCT-2	L-004-2-01-0100-0000-341802: 01-0100-0000-341802 - FEES OF OFFICE, JP PCT #2	11,440.86
01-0100-0000-341902 - CIVIL FEES/OFFICE, CONST 2	L-004-2-01-0100-0000-341902: 01-0100-0000-341902 - Fees of Office, Const. PCT #2	10,400.00
01-0100-0000-341912 - CRIMINAL FEES/OFFICE, CONST 2	L-004-2-01-0100-0000-341912: 01-0100-0000-341912 - Fees of Office, Crim. Const PCT #2	305.00
01-0100-0000-341914 - CRIMINAL FEES/OFFICE, CONST 4	L-004-2-01-0100-0000-341914: 01-0100-0000-341914 - Fees of Office, Crim. Const PCT #4	201.68
01-0100-0000-342860 - Time Payment Fee County 2.50	L-004-2-01-0100-0000-342860: 01-0100-0000-342860 - Time Payment Fee County 2.50	448.31
01-0100-0000-351302 - FINES, JP PCT-2	L-004-2-01-0100-0000-351302: 01-0100-0000-351302 - FINES, JP PCT #2	25,051.40
01-0100-0000-365103 Language Access Fund	L-004-2-01-0100-0000-365103: Language Access Fund	1,023.00
01-0100-0000-370500 - Miscellaneous Revenue	L-004-2-01-0100-0000-370500: 01-0100-0000-370500 - Miscellaneous Revenue	1.00
99-9999-9999-000003 - LOCAL Consolidated CC-Misd C	L-004-2-99-9999-9999-000003: 99-9999-9999-000003 - LOCAL Consolidated CC - Misd C	3,525.34
0100 - General Fund Total:		53,379.99
0361 - JP Security Fund		
01-0361-0000-341152 - JP 2 SECURITY FEES	L-004-2-01-0361-0000-341152: 01-0361-0000-341152 - JP 2 SECURITY FEES	4.00
0361 - JP Security Fund Total:		4.00
0368 - JP-2 Truancy Program Fund		
01-0368-0000-370000 - JP-2 Truancy Program Fees	L-004-2-01-0368-0000-370000: 01-0368-0000-370000 - JP-2 Truancy Program Fee	5.00
0368 - JP-2 Truancy Program Fund Total:		5.00
0370 - Alternate Dispute Resolution Fund		
01-0370-0000-341170 - Alternate Dispute Resolution Fees	L-004-2-01-0370-0000-341170: 01-0370-0000-341170 - Alternate Dispute Resolution Fees	1,705.00
0370 - Alternate Dispute Resolution Fund Total:		1,705.00
0372 - Justice Court Technology Fund		
01-0372-0000-341142 - JP 2 TECHNOLOGY FEES	L-004-2-01-0372-0000-341142: 01-0372-0000-341142 - JP #2 TECHNOLOGY FEES	4.00
0372 - Justice Court Technology Fund Total:		4.00

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Deposit Date: 12/01/2024 - 12/31/2024 Case Categories: Criminal; Civil
Locations: JP2

G/L Account		G/L Account Number	Fee Totals
0399 - State Agency Fund			
01-0399-0000-208032 - JP 2 Truancy Prev/Diversion - State	L-004-2-01-0399-0000-208032: 01-0399-0000-208032 - JP 2 Truancy Prev/Diversion - State		2.00
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-2-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs		40.00
01-0399-0000-208165 - CCC 01.2020 Fee's Due to State	L-004-2-01-0399-0000-208165: 01-0399-0000-208165 - State Con Court Cost LGC 133.102(a)(3)		15,550.23
01-0399-0000-208181 - State Consolidated Fee	L-004-0399-0000-208181: State Consolidated Fee		420.00
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-2-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee		4.00
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-2-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund		6.00
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-2-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees		492.38
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-2-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State		0.10
01-0399-0000-208426 - State Traffic Fine Due to State 2020	L-004-2-01-0399-0000-208426: 01-0399-0000-208426 - State Traffic Fine Due To State		6,353.35
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-2-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee		2.00
01-0399-0000-208720 - SEATBELT FINES	L-004-2-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines		50.00
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-2-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines		500.00
0399 - State Agency Fund Total:			23,420.06
Fee Totals for All Funds:			78,518.05

Payment Report - Fee Code Summary

Deposit Date: 12/01/2024 - 12/31/2024 Case Categories: Criminal; Civil
Locations: JP2

TXWILLIAMSONPROD

Fee Code Summary										
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net		Number
		Amount	Number	Amount	Number	Amount	Number	Amount		
2020AFC2	Arrest Fee - Constable 2 CCP 102.011(a)(1), 102.011(e)	5.00	1	0.00	0	0.00	0	5.00		1
2020AFC4	Arrest Fee - Constable 4 CCP 102.011(a)(1), 102.011(e)	201.68	42	0.00	0	0.00	0	201.68		42
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	492.38	101	0.00	0	0.00	0	492.38		101
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	485.00	98	0.00	0	0.00	0	485.00		98
2020AHLHIS	Arrest Fee - Liberty Hill ISD CCP 102.011(a)(1), 102.011(e)	55.00	11	0.00	0	0.00	0	55.00		11
2020CACC	State Cons Court Cost LGC 133.102(a)(3)	15,550.23	256	0.00	0	0.00	0	15,550.23		256
2020CDF	Compliance Dismissal Fine	420.00	42	0.00	0	0.00	0	420.00		42
2020DSM	Driving Safety Course Mandatory CCP 45.0511(f)(1)	473.91	49	0.00	0	0.00	0	473.91		49
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	3,525.34	257	0.00	0	0.00	0	3,525.34		257
2020LTF	Local Traffic Fine (TC 542.403)	381.20	130	0.00	0	0.00	0	381.20		130
2020STF	State Traffic Fine (TC 542.4031)	6,353.35	130	0.00	0	0.00	0	6,353.35		130
2020TPF	Time Payment Fee CCP 102.030	448.31	32	0.00	0	0.00	0	448.31		32
2020WFC2	Warrant Fee - Const Pct 2 CCP 102.011(a)(2), 102.011(e)	300.00	6	0.00	0	0.00	0	300.00		6
AB	Abstract	5.00	1	0.00	0	0.00	0	5.00		1
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	5.00	1	0.00	0	0.00	0	5.00		1
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	40.00	1	0.00	0	0.00	0	40.00		1
CCOP	Civil Copies	46.75	14	0.00	0	0.00	0	46.75		14
CERT	Certified Copy	2.00	1	0.00	0	0.00	0	2.00		1
CFINE	County Fine	25,051.40	198	100.00	1	(100.00)	1	25,051.40		200
CHS	Courthouse Security Fee (CCP 102.017)	3.00	1	0.00	0	0.00	0	3.00		1
CHSJC	JP Security Fee (CCP 102.017)	1.00	1	0.00	0	0.00	0	1.00		1
COLLFE	Collection Agency Fee	548.40	8	0.00	0	0.00	0	548.40		8
CONT2	Constable Service Fee Pct #2	8,080.00	80	0.00	0	(80.00)	1	8,000.00		81
CRFEEOVER	Criminal Overpayment Fee	0.00	0	8.00	2	(8.00)	1	0.00		3
CSFF	Child Safety Fee (CCP 102.014(d))	80.00	4	0.00	0	0.00	0	80.00		4
CVFEEOVER	Civil Overpayment Fee	80.00	1	0.00	0	0.00	0	80.00		1
DDF	Deferred Disposition Fee	550.00	12	192.00	2	(192.00)	1	550.00		15
FNTC1	Child Safety Seat Fine Trauma Center	50.00	1	0.00	0	0.00	0	50.00		1

Payment Report - Fee Code Summary

Deposit Date: 12/01/2024 - 12/31/2024 Case Categories: Criminal; Civil
Locations: JP2

TXWILLIAMSONPROD

Fee Code Summary										
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net		Number
		Amount	Number	Amount	Number	Amount	Number	Amount	Number	
IDF	Indigent Defense Fee (LGC 133.107)	2.00	1	0.00	0	0.00	0	2.00	2.00	1
JCTF	Justice Court Technology Fee (CCP 102.0173)	4.00	1	0.00	0	0.00	0	4.00	4.00	1
JFR	Jury Reimbursement Fee (CCP 102.0045)	4.00	1	0.00	0	0.00	0	4.00	4.00	1
JTP	Juvenile Truancy Program (CCP 102.0174)	5.00	1	0.00	0	0.00	0	5.00	5.00	1
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	1.00	1	0.00	0	0.00	0	1.00	1.00	1
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	1.00	1	0.00	0	0.00	0	1.00	1.00	1
JURY	Jury Fee	66.00	3	0.00	0	0.00	0	66.00	66.00	3
JUSFC	Judicial Support Fund - County (LGC 133.105)	0.60	1	0.00	0	0.00	0	0.60	0.60	1
JUSFS	Judicial Support Fund - State (LGC 133.105)	5.40	1	0.00	0	0.00	0	5.40	5.40	1
LT102	*Overpayments < \$10	1.00	1	0.00	0	0.00	0	1.00	1.00	1
MVF	Moving Violation Fee (CCP 102.022)	0.10	1	0.00	0	0.00	0	0.10	0.10	1
OPAY	Over Payments > \$10	276.00	1	0.00	0	0.00	0	276.00	276.00	1
SB41CDRF	County Dispute Resolution fund - LGC 135.157	1,710.00	345	0.00	0	(5.00)	1	1,705.00	1,705.00	346
SB41JCSF	Justice Court Support Fund	8,550.00	345	0.00	0	(25.00)	1	8,525.00	8,525.00	346
SB41LAF	Language Access Fund - LGC 135.155	1,026.00	345	0.00	0	(3.00)	1	1,023.00	1,023.00	346
SB41SCF	State Consolidated Fee	420.00	22	0.00	0	0.00	0	420.00	420.00	22
SCH	School District Fine	300.00	4	100.00	1	(100.00)	1	300.00	300.00	6
SFMCWV	State Fine - Motor Carrier Weight Violation	500.00	1	0.00	0	0.00	0	500.00	500.00	1
TURN	Turnover	5.00	1	0.00	0	0.00	0	5.00	5.00	1
WCSO	Williamson County Sheriff	50.00	1	0.00	0	0.00	0	50.00	50.00	1
WGAR	Writ of Garnishment	15.00	3	0.00	0	0.00	0	15.00	15.00	3
WPOSS	Writ of Possession	55.00	11	0.00	0	0.00	0	55.00	55.00	11
WSF2	Constable #2 - Writ Service Fee	2,400.00	12	0.00	0	0.00	0	2,400.00	2,400.00	12
Fee Code Summary Totals		78,631.05	2,583	400.00	6	(513.00)	8	78,518.05	78,518.05	2,597

Commissioners Court - Regular Session**12.****Meeting Date:** 01/14/2025

Justice of the Peace 4 December 2024 Monthly Report

Submitted By: Veronica Bolander, J.P. Pct. #4**Department:** J.P. Pct. #4**Agenda Category:** Consent

Information**Agenda Item**

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

JP4 EOM DEC 2024

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Veronica Bolander

Final Approval Date: 01/09/2025

Reviewed By

Delia Colon

Date

01/09/2025 09:23 AM

Started On: 01/08/2025 05:52 PM

**IN COMPLIANCE WITH ARTICLE 103.005
CODE OF CRIMINAL PROCEDURE**

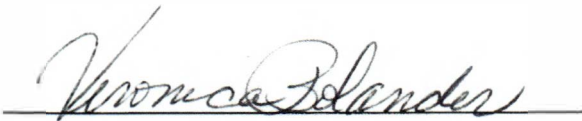
**THE STATE OF TEXAS
COUNTY OF WILLIAMSON**

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

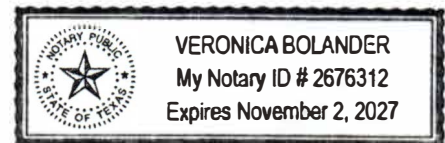


**RHONDA REDDEN
JUSTICE OF THE PEACE
PRECINCT FOUR**

This 8th day of January 2025, to certify which witness my hand and seal of office.



NOTARY PUBLIC in and for the State of Texas



Payment Report - Transaction/Adjustment Detail

TXWILLIAMSONPROD

Deposit Date: 12/01/2024 - 12/31/2024
Locations: JP4

Case Categories: Civil; Criminal

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

Final Totals		Fee Totals	Transaction Totals
Total Payments		98,469.32	98,469.32
Total Adjustments Impacting Payments		0.00	0.00
Final Fee Code Totals		98,469.32	98,469.32
Tender Method Summary			
Tender Types	Cash	8,242.52	8,242.52
	Cashier's Check	157.30	157.30
	Certified Payments Credit Card	39,742.07	39,742.07
	Check	4,672.87	4,672.87
	Credit Card	21,034.76	21,034.76
	E-File Credit Card	23,796.50	23,796.50
	Money Order	823.30	823.30

Detailed report is available through the Auditor's Office.

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Deposit Date: 12/01/2024 - 12/31/2024

Case Categories: Civil; Criminal

Locations: JP4

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

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207008 - JP 4-CASH BONDS	L-004-4-01-0100-0000-207008: 01-0100-0000-207008 - JP4 Cash Bonds	2,160.00
01-0100-0000-207017 - Collections Agency Fee	L-004-4-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	1,306.37
01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	L-004-4-01-0100-0000-209600: 01-0100-0000-209600 - Fines Due to TX Parks Wildlife	917.15
01-0100-0000-209700 - JP COURTS-REFUNDS	L-004-4-01-0100-0000-209700: 01-0100-0000-209700 - JP Courts Refunds	50.00
01-0100-0000-341804 - FEES OF OFFICE, JP PCT-4	L-004-4-01-0100-0000-341804: 01-0100-0000-341804 - Fees of Office, JP Pct. #4	12,923.38
01-0100-0000-341904 - CIVIL FEES/OFFICE, CONST 4	L-004-4-01-0100-0000-341904: 01-0100-0000-341904 - Fees of Office, Const. PCT #4	15,480.00
01-0100-0000-341913 - CRIMINAL FEES/OFFICE, CONST 3	L-004-4-01-0100-0000-341913: 01-0100-0000-341913 - Fees of Office, Crim. Const PCT #3	4.78
01-0100-0000-341914 - CRIMINAL FEES/OFFICE, CONST 4	L-004-4-01-0100-0000-341914: 01-0100-0000-341914 - Fees of Office, Crim. Const PCT #4	641.55
01-0100-0000-342860 -Time Payment Fee County 2.50	L-004-4-01-0100-0000-342860: 01-0100-0000-342860 - Time Payment Fee County 2.50	810.43
01-0100-0000-351304 - FINES, JP PCT-4	L-004-4-01-0100-0000-351304: 01-0100-0000-351304 - FINES, JP PCT #4	33,151.06
01-0100-0000-365103 Language Access Fund	L-004-4-01-0100-0000-365103: 01-0100-0000-365103 - Language Access Fund	1,173.00
01-0100-0000-370500 - Miscellaneous Revenue	L-004-4-01-0100-0000-370500: 01-0100-0000-370500 - Miscellaneous Revenue	3.87
99-9999-9999-000003 - LOCAL Consolidated CC-Misd C	L-004-4-99-9999-9999-000003: 99-9999-9999-000003 - LOCAL Consolidated CC-MISD C	3,817.33
0100 - General Fund Total:		72,438.92
0361 - JP Security Fund		
01-0361-0000-341154 - JP 4 SECURITY FEES	L-004-4-01-0361-0000-341154: 01-0361-0000-341154 - JP 4 SECURITY FEES	5.52
0361 - JP Security Fund Total:		5.52
0365 - Child Safety Fund		
01-0365-0000-341161 - JP CHILD SAFETY FEE	L-004-4-01-0365-0000-341161: 01-0365-0000-341161 - JP CHILD SAFETY FEE	50.00
0365 - Child Safety Fund Total:		50.00
0369 - JP-4 Truancy Program Fund		
01-0369-0000-341917 - JP4 Truant Conduct (HB 2398)	L-004-4-01-0369-0000-341917: 01-0369-0000-341917 - JP4 Truant Conduct (HB 2398)	50.00
01-0369-0000-370000 - JP-4 Truancy Program Fees	L-004-4-01-0369-0000-370000: 01-0369-0000-370000 - JP-4 Truancy Program Fee	6.90
0369 - JP-4 Truancy Program Fund Total:		56.90
0370 - Alternate Dispute Resolution Fund		
01-0370-0000-341170 - Alternate Dispute Resolution Fees	L-004-4-01-0370-0000-341170: 01-0370-0000-341170 - Alternate Dispute Resolution Fees	1,955.00
0370 - Alternate Dispute Resolution Fund Total:		1,955.00

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Deposit Date: 12/01/2024 - 12/31/2024

Case Categories: Civil; Criminal

Locations: JP4

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

G/L Account	G/L Account Number	Fee Totals
0372 - Justice Court Technology Fund		
01-0372-0000-341144 - JP 4 TECHNOLOGY FEES	L-004-4-01-0372-0000-341144: 01-0372-0000-341144 - JP #4 TECHNOLOGY FEES	5.52
0372 - Justice Court Technology Fund Total:		5.52
0399 - State Agency Fund		
01-0399-0000-208034 - JP 4 Truancy Prev/Diversion - State	L-004-4-01-0399-0000-208034: 01-0399-0000-208034 - JP 4 Truancy Prev/Diversion - State	2.76
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-4-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	55.22
01-0399-0000-208165 - CCC 01.2020 Fee's Due to State	L-004-4-01-0399-0000-208165: 01-0399-0000-208165 - State Con Court Cost LGC 133.102(a)(3)	16,781.22
01-0399-0000-208181 - State Consolidated Fee	L-004-4-01-0399-0000-208181: 01-0399-0000-208181 - State Consolidated Fee	651.00
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-4-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	5.52
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-4-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	8.28
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-4-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	614.78
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-4-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	0.04
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-4-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	11.41
01-0399-0000-208426 - State Traffic Fine Due To State	L-004-4-01-0399-0000-208426: 01-0399-0000-208426 - State Traffic Fine Due To State	5,478.86
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-4-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	2.76
01-0399-0000-208720 - SEATBELT FINES	L-004-4-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	14.50
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-4-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	326.33
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-4-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	4.78
0399 - State Agency Fund Total:		23,957.46
Fee Totals for All Funds:		98,469.32

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Deposit Date: 12/01/2024 - 12/31/2024 Case Categories: Civil; Criminal
Locations: JP4

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

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
2020AFC3	Arrest Fee - Constable 3 CCP 102.011(a)(e), 102.011(e)	4.78	1	0.00	0	0.00	0	4.78	1
2020AFC4	Arrest Fee - Constable 4 CCP 102.011(a)(1), 102.011(e)	44.57	11	0.00	0	0.00	0	44.57	11
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	521.33	121	0.00	0	0.00	0	521.33	121
2020AFJISD	Arrest Fee - Jarrell ISD PD CCP 102.011(a)(1), 102.011(e)	15.00	3	0.00	0	0.00	0	15.00	3
2020AFPW	Arrest Fee - TX P&W CCP 102.011(a)(1), 102.011(e)	86.55	21	0.00	0	0.00	0	86.55	21
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	681.02	177	0.00	0	0.00	0	681.02	177
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	16,781.22	334	0.00	0	0.00	0	16,781.22	334
2020CDF	Compliance Dismissal Fine	160.00	16	0.00	0	0.00	0	160.00	16
2020DSCM	Driving Safety Course Mandatory CCP 45.0511(f)(1)	205.33	23	0.00	0	0.00	0	205.33	23
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	3,817.33	336	0.00	0	0.00	0	3,817.33	336
2020LTF	Local Traffic Fine (TC 542.403)	328.71	140	0.00	0	0.00	0	328.71	140
2020STF	State Traffic Fine (TC 542.4031)	5,478.86	140	0.00	0	0.00	0	5,478.86	140
2020TPF	Time Payment Fee CCP 102.030	809.48	91	0.00	0	0.00	0	809.48	91
2020WFC4	Warrant Fee - Const Pct 4 CCP 102.011(a)(2), 102.011(e)	540.08	11	0.00	0	0.00	0	540.08	11
2020WFRRPD	Warrant Fee - Round Rock PD CCP102.011(a)(2), 102.011(e)	50.00	1	0.00	0	0.00	0	50.00	1
AFDPS	Arrest Fee - DPS (CCP 102.011)	6.90	2	0.00	0	0.00	0	6.90	2
CB	Cash Bond	2,160.00	6	0.00	0	0.00	0	2,160.00	6
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	55.22	2	0.00	0	0.00	0	55.22	2
CCOP	Civil Copies	29.50	4	0.00	0	0.00	0	29.50	4
CERT	Certified Copy	2.00	1	0.00	0	0.00	0	2.00	1
CFINE	County Fine	33,151.06	300	0.00	0	0.00	0	33,151.06	300
CHS	Courthouse Security Fee (CCP 102.017)	4.14	2	0.00	0	0.00	0	4.14	2
CHSJC	JP Security Fee (CCP 102.017)	1.38	2	0.00	0	0.00	0	1.38	2
CJS	Criminal Judicial Support Fee (LGC 103.105)	8.28	2	0.00	0	0.00	0	8.28	2
COLLFEE	Collection Agency Fee	1,306.37	18	0.00	0	0.00	0	1,306.37	18
CONT4	Constable Service Fee Pct #4	12,880.00	128	0.00	0	0.00	0	12,880.00	128

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Deposit Date: 12/01/2024 - 12/31/2024

Case Categories: Civil; Criminal

Locations: JP4

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

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
CSFF	Child Safety Fee (CCP 102.014(d))	20.00	1	0.00	0	0.00	0	20.00	1
CSSF	Child Safety School Fee (CCP 102.014(c))	50.00	2	0.00	0	0.00	0	50.00	2
DDF	Deferred Disposition Fee	1,553.68	22	0.00	0	0.00	0	1,553.68	22
FNTC1	Child Safety Seat Fine Trauma Center	14.50	1	0.00	0	0.00	0	14.50	1
IDF	Indigent Defense Fee (LGC 133.107)	2.76	2	0.00	0	0.00	0	2.76	2
JCTF	Justice Court Technology Fee (CCP 102.0173)	5.52	2	0.00	0	0.00	0	5.52	2
JFR	Jury Reimbursement Fee (CCP 102.0045)	5.52	2	0.00	0	0.00	0	5.52	2
JTP	Juvenile Truancy Program (CCP 102.0174)	6.90	2	0.00	0	0.00	0	6.90	2
JURY	Jury Fee	22.00	1	0.00	0	0.00	0	22.00	1
LT10	Overpayments < \$10	3.87	1	0.00	0	0.00	0	3.87	1
MVF	Moving Violation Fee (CCP 102.022)	0.04	1	0.00	0	0.00	0	0.04	1
SB41CDRF	County Dispute Resolution fund - LGC 135.157	1,955.00	392	0.00	0	0.00	0	1,955.00	392
SB41JCSF	Justice Court Support Fund	9,775.00	392	0.00	0	0.00	0	9,775.00	392
SB41LAF	Language Access Fund - LGC 135.155	1,173.00	392	0.00	0	0.00	0	1,173.00	392
SB41SCF	State Consolidated Fee	651.00	32	0.00	0	0.00	0	651.00	32
SCH	School District Fine	50.00	1	0.00	0	0.00	0	50.00	1
SFC4	Service/Arrest Fee - Const. 4	6.90	2	0.00	0	0.00	0	6.90	2
SFMCWV	State Fine - Motor Carrier Weight Violation	326.33	4	0.00	0	0.00	0	326.33	4
STF	State Traffic Fee (TC 542.4031)	11.41	1	0.00	0	0.00	0	11.41	1
TCC	Truancy Court Cost (HB2398)	50.00	1	0.00	0	0.00	0	50.00	1
TFC	Traffic	1.14	1	0.00	0	0.00	0	1.14	1
TPC	Time Payment Fee - County	0.95	1	0.00	0	0.00	0	0.95	1
TPDF	Truancy Prevention and Diversion Fund - JP4 eDoc Conversion	2.76	2	0.00	0	0.00	0	2.76	2
TPS	Time Payment Fee - State	4.78	1	0.00	0	0.00	0	4.78	1
TPWF	Texas P&W Fine	917.15	16	0.00	0	0.00	0	917.15	16
TRANS	Transcript	10.00	1	0.00	0	0.00	0	10.00	1
WARC4	Warrant Fee - Constable Pct. 4	50.00	1	0.00	0	0.00	0	50.00	1
WEXEC	Writ of Execution	10.00	2	0.00	0	0.00	0	10.00	2
WPOSS	Writ of Possession	60.00	12	0.00	0	0.00	0	60.00	12
WSF4	Constable #4 - Writ Service Fee	2,600.00	13	0.00	0	0.00	0	2,600.00	13

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Deposit Date: 12/01/2024 - 12/31/2024 Case Categories: Civil; Criminal
Locations: JP4

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

Fee Code Summary Totals	Gross		Positive Adjustments		Negative Adjustments		Net	
	Amount	Number	Amount	Number	Amount	Number	Amount	Number
	98,469.32	3,197	0.00	0	0.00	0	98,469.32	3,197

Justice of the Peace 4
Consolidated Court Cost Calculation Sheet

Deposit Date: 12/01/2024-12/31/2024

	<u>DR</u>	<u>CR</u>	<u>GL Code</u>	<u>GL Description</u>	<u>ALLOCATION %</u>
Local CCC-Class C		\$3,817.33	99-9999-9999-000003	Local CCC-Class C Due to County	
Court Security Fee	\$1,336.07		01.0361.0000.341154	COURTHOUSE SECURITY FEES	35.000000%
Local Truancy Prevention & Diversion Fund Fee	\$1,363.33		01.0369.0000.370000	Local Truancy Prevention & Diversion Fund Fee	35.714300%
Justice Court Technology Fund	\$1,090.66		01.0372.0000.341144	Justice Court Technology Fund	28.571400%
County Jury Fund Fee	\$27.27		01.0100.0000.342853	County Jury Fund Fee	0.714300%
Percentage Distribution Total:	\$3,817.33	\$3,817.33			100.000000%
Collected	\$3,817.33				

Commissioners Court - Regular Session**13.****Meeting Date:** 01/14/2025

Death Inquest Investigator Uniform Policy

Submitted For: Rebecca Clemons**Submitted By:** Becky Pruitt, Commissioners Court**Department:** Commissioners Court**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action to approve the uniform policy for Death Inquest Investigators.

Background

This policy outlines the uniform guidelines for the Death Inquest Investigators.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

DI Uniform Policy

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Becky Pruitt

Final Approval Date: 01/08/2025

Reviewed By

Delia Colon

Date

01/08/2025 02:21 PM

Started On: 01/08/2025 01:48 PM



Williamson County County Manager

Death Inquest Investigator Uniform Policy

Sensitivity: Controlled
Criticality: Moderate
Primary Type: Policy

Purpose

The purpose of this policy is to provide the Death Inquest Investigators with uniform guidelines in accordance with all Williamson County policies.

Scope

Uniforms for Death Inquest Investigators

Procedures

- Must be worn on deployments or responses to scenes within the capacity of your Williamson County role as Death Inquest Investigator.
- All uniform items purchased with County funds, must be returned upon replacement and or if employment ends with the County.
- All uniform items even if personally purchased, that have County branding applied, must be returned or logo/badge removed and returned if employment ends with the County.
- Uniform items must not be worn outside of the duties of your employment.
- Department specific badge must be worn while in uniform.

Uniforms

All uniform items purchased are subject to the budget allowance approved annually by the County Budget department, so quantities may vary.

- Up to three shirts will be issued annually and must be polo or tactical/industrial shirts (short and long sleeve).
- One windbreaker style jacket will be issued.
- Badges must be specific to the department role within Williamson County.

Funding

All uniform related items will be budgeted for and allocated from the uniform line item 3311 in accordance with County Budget.

Revision History

Version	Date	Description
1.0	01/14/2025	Presented to Commissioners Court



Commissioners Court - Regular Session**14.****Meeting Date:** 01/14/2025

No Award for RFP #25RFP1 Armored Courier Service for Treasurer's Office

Submitted For: Joy Simonton**Submitted By:** Koren Shannon, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on closing out and not awarding RFP #25RFP1, Armored Courier Services, due to no responses received.

Background

The RFP #25RFP1 for Armored Courier Services was issued on October 15, 2024. The public notice of accepting proposals was advertised in the Williamson County Sun on October 19, 2024, and October 26, 2024, as well as November 17, 2024 and November 24, 2024. Requests for proposals were electronically sent to Three Hundred Ninety Three (393) vendors via the County's Bonfire bidding portal. Proposal submissions were due December 3, 2024, at 3:00 PM. There were no submissions received. In the event of no bids being received, Williamson County Purchasing Policy allows for a quote to be utilized for the purchase for a period of twelve (12) months, per Local Government Code 262.0245. Department Point of Contact is Scott Heselmeyer.

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.

Purchasing (Originator)

Form Started By: Koren Shannon

Final Approval Date: 01/09/2025

Reviewed By

Joy Simonton

Delia Colon

Joy Simonton

Date

01/08/2025 04:39 PM

01/09/2025 08:54 AM

01/09/2025 11:34 AM

Started On: 01/06/2025 03:59 PM

Commissioners Court - Regular Session**15.****Meeting Date:** 01/14/2025

Approval of Work Order Amendment for Unified Enterprise Support Services from Microsoft Corp for Information Systems

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 Work Order Amendment #202517 Add-ons for Unified Enterprise Support Services with Microsoft Corporation per DIR Contract #DIR-CPO-4911 for the term of three (3) years beginning 11.01.24-10.31.27, in the amount of \$26,860.00, and authorizing the execution of the amendment.

Background

This work order add-on amendment supports the Williamson County Information System's effort to maintain all Microsoft platforms used throughout the County. Microsoft Corporation offers Microsoft Master Services through the vendor contract #U9038431 with the State of Texas Department of Information Services, contract #DIR-CPO-4911. The add-ons include Service Delivery Management Extended and Onboarding Accelerator - Deployment and Migration Assistance for Active Directory Certificate Service Base. Funding source is 01.0100.0503.004505 as per FY25 budget. Origination #1637. The department point of contact is Alison Gleason. The vendor is publicly traded, therefore no Form 1295 is required.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Amendment: Microsoft Enterprise Services Work Order

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Koren Shannon

Final Approval Date: 01/09/2025

Reviewed By

Joy Simonton

Delia Colon

Date

01/08/2025 04:17 PM

01/09/2025 08:17 AM

Started On: 12/19/2024 08:56 AM

Amendment: Microsoft Enterprise Services Work Order

TX DIR CPO-4911

Enterprise Services Work Order	[REDACTED]
Amendment number	2

This amends the Enterprise Services Work Order noted above, between County Of Williamson and Microsoft and is effective as of the date that Microsoft signs this Amendment.

Amendment

The Support Services of the Enterprise Services Work Order is hereby amended by adding in its entirety with:

[Services by Support Location:](#)

ADD-ON Amendment Unified Proactive Svcs Enterprise Security - 2024-25 USA - SLG - Enterprise West 11/1/2024 - 10/31/2025		
Quantity	Service	Service Type
Included	Service Delivery Management Extended	Service Delivery Management
1 ea	Onboarding Accelerator - Deployment and Migration Assistance for Active Directory Certificate Services Base	Onboarding Services

[Support Services Fees.](#)

The items listed in the table above represent the services that Customer has pre-purchased for use during the term of this Work Order, and applicable fees are shown in the table below. Microsoft Support Services are a non-refundable, prepaid service.

Before Microsoft commences or continues provision of Microsoft Support Services, Microsoft must receive a signed copy of this Work Order and Customer's payment, purchase order or, if

applicable, completed Customer invoice information above. Microsoft will invoice Customer, and Customer agrees to pay Microsoft within 30 calendar days of the date of Microsoft invoice.

Microsoft reserves the right to adjust Microsoft fees prior to entering into any changes to the Microsoft Support Services ordered herein.

Services Summary	Billing Date (M/d/yyyy)	Fee USD
ADD-ON Amendment Unified Proactive Svcs Enterprise Security - 2024-25	11/1/2024	26,860.00
Total Fees (excluding taxes)		26,860.00

Support for Microsoft Products

Microsoft will provide support for Customer's licensed, commercially released, and generally available Microsoft products, and cloud services subscriptions purchased by Customer or Customer's Affiliate: i) under the licensing enrollments and agreements, as indicated in Appendix A; and ii) during the Term of this Work Order. Such products and subscriptions exclude those purchased by any party that is not Customer's Affiliate as of the Support Commencement Date.


The Support Payment details of the Enterprise Services Work Order is hereby deleted and replaced in its entirety with:

Billing Schedule	Billing Date (M/d/yyyy)	Fee USD
One Time Payment Add On	11/1/2024	26,860.00
Total Fees (excluding taxes)		26,860.00

Effect of Amendment

Except as specifically amended by this amendment, all other provisions of the Agreement shall remain unchanged, and in full force and effect.

Customer
Name of Customer (please print)
County of Williamson
Signature
Name of person signing (please print)
Title of person signing (please print)
Signature date
Name of Customer or its Affiliate that executed the Agreement (if different from Customer above)

Microsoft Affiliate
Name Microsoft Corporation
Signature  <small>Josh Stikeleather (Dec 30, 2024 13:39 EST)</small>
Name of person signing (please print) Josh Stikeleather
Title of person signing (please print) Support Specialist
Signature date (effective date) Dec 30, 2024

Commissioners Court - Regular Session**16.****Meeting Date:** 01/14/2025

Approval of Purchase of Enterprise Jury Summons Software from Tyler Technologies, Inc. for Information Systems

Submitted For: Joy Simonton**Submitted By:** Barbi Hageman, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving annual purchase #202601 between Williamson County and Tyler Technologies, Inc. for the Enterprise Jury Summons software, for a total amount of \$58,109.31 pursuant to Sourcewell contract #090320-TTI.

Background

The Enterprise Jury Summons software is used to prepare and mail jury summons for all juries held in all Wilco courts. The invoice attached reflects the fee for 12/10/24–12/9/25. Funding source is 01.0100.0503.004505 per FY25 budget. Origination #1836. Budget, Contract Audit and General Council have approved the purchase. Department contact is Deana Saucedo. Tyler Technologies, Inc. is a publicly-traded company, and therefore no Form 1295 is required.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Tyler Quote

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Barbi Hageman

Final Approval Date: 01/09/2025

Reviewed By

Joy Simonton

Delia Colon

Date

01/08/2025 04:38 PM

01/09/2025 08:36 AM

Started On: 01/06/2025 08:47 AM

**Remittance:**

Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice**Invoice No****Date****Page**

12/27/2024

1 of 1

Questions:

Tyler Technologies - Courts & Justice
Phone: 1-800-772-2260 Press 2, then 3
Email: ar@tylertech.com



Bill To: WILLIAMSON COUNTY INFORMATION SERV.
TAMMY MCCULLEY
301 SE INNER LOOP STE 105
GEORGETOWN, TX 78626-8207

Ship To: WILLIAMSON COUNTY INFORMATION SERV.
TAMMY MCCULLEY
301 SE INNER LOOP STE 105
GEORGETOWN, TX 78626-8207

Cust No.-BillTo-ShipTo**Ord No****PO Number****Currency****Terms****Due Date**

USD

NET30

01/26/2025

Contract Date	Description	Units	Rate	Extended Price
	Enterprise Jury Summons Annual Fee	100,000	0.60	60,000.00
	Effective 12/10/2024 - 12/9/2025			
	Summons Underage	3,317	(0.57)	(1,890.69)
	103,022 summons invoiced on 020-148547			
	99,705 summons sent December 2023 - November 2024			
	Sourcewell 090320-TT1			

Comments: Enterprise Jury Summons Annual Fee****ATTENTION****

Order your checks and forms from
Tyler Business Forms at 877-749-2090 or
tylerbusinessforms.com to guarantee
100% compliance with your software.

Subtotal

58,109.31

Sales Tax

\$0.00

Invoice Total

58,109.31

Commissioners Court - Regular Session**17.****Meeting Date:** 01/14/2025

Approval of the Small Municipal and County Enterprise License Agreement from VertiGIS for the Information Systems Department

Submitted For: Joy Simonton**Submitted By:** Koren Shannon, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approving the agreement #202600 between VertiGIS and Williamson County for the Small Municipal and County Enterprise License Agreement, for an annual amount of \$31,150.00, for a three(3) year term, in coordination with cooperative DIR-CPO-5192 and authorizing the execution of the agreement.

Background

The approval of the VertiGIS Small Municipal and County Enterprise Agreement will allow continued County access to VertiGIS Studio software. VertiGIS Studio is the web-based GIS platform utilized by Williamson County to distribute content for internal and external/public use. This agreement provides an Enterprise Licensing Agreement with a set price over three years with access to more software options than our current agreement does not provide. Orig #1695. The funding source approved for FY25 is 01.0100.0503.004505. Point of contact is George Strebel. The vendor is publicly traded, therefore a 1295 will not be required.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

VertiGIS

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Koren Shannon

Final Approval Date: 01/10/2025

Reviewed By

Joy Simonton

Andrea Schiele

Date

01/09/2025 05:17 PM

01/10/2025 09:09 AM

Started On: 01/06/2025 08:26 AM



SMALL MUNICIPAL AND COUNTY ENTERPRISE LICENSE AGREEMENT

VertiGIS North America Ltd., 300 – 1117 Wharf St., Victoria, BC, Canada V8W 1T7 · Tel: (250) 381-8130 · Fax: (250) 381-8132

ELA Agreement No. 2024-11-811

This Small Municipal and County Enterprise License Agreement (hereafter "ELA") is between the licensee printed below ("Licensee") and VertiGIS North America Ltd. ("VERTIGIS NA"), as licensor of the Software, Data, Online Services and Documentation licensed under this Agreement. This ELA grants Licensee certain rights to use specific VERTIGIS NA Software, Data, Online Services, and Documentation and provides maintenance and basic technical support over a limited, fixed period of time from the effective date subject to payment of fees and the terms of this ELA. The Agreement includes (i) this signature page, (ii) the ELA Terms and Conditions, (iii) the Exhibits and (iv) VERTIGIS NA's ordering document, if applicable. The parties acknowledge that they have read and understood this Agreement and agree to be bound by the terms and conditions hereof as applicable to each party.

This Agreement constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous agreements, understandings, and arrangements between the parties relating to such subject matter, and any terms on Licensee's purchase order. Any modification(s) or amendment(s) to this Agreement must be accepted by an authorized representative of each party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective as of the last date written below.

ACCEPTED AND AGREED:

Williamson County, TX

(Licensee)


By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

VERTIGIS NORTH AMERICA LTD.
(VERTIGIS NA)

By:  _____
Authorized Signature

Printed Name: Stephanie Payne

Title: Vice President, Operations

Date: December 23, 2024

Licensee Contact Information

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, ZIP: _____

E-mail: _____

Exhibit 1: Scope of Use

Exhibit 2: Enterprise Software and Fee Schedule

Reviewed by Contract Audit

SARA GREER, CGAP

Contract Auditor

Williamson County Auditor's Office

Date: Dec 30 2024 Time: 9:29 am

ELA TERMS AND CONDITIONS

ARTICLE 1. DEFINITIONS

Definitions. The terms used are defined as follows:

- “Data”, except as otherwise provided herein, means any digital data set(s) owned by VERTIGIS NA or its licensor(s), including, but not limited to, geographic, vector data coordinates, raster data reports, or associated tabular attributes.
- “Deploy,” “Deployed,” or “Deployment” means to redistribute and install or the redistribution and installation of the Enterprise Software or its having been redistributed and installed by Licensee on Licensee’s hardware.
- “Documentation” means all of the printed and digital materials including, but not limited to, help files, user reference documentation, training documentation, or technical information and briefings.
- “ELA Maintenance” means Tier 2 Support, updates, and patches provided by the ELA Maintenance Provider to Licensee for the Enterprise Software as described under Article 11 of the ELA.
- “ELA Fee” means the fee set forth in the ELA Quotation.
- “ELA Maintenance Provider” shall mean the provider of ELA Maintenance for Enterprise Software licensed under the ELA.
- “ELA Quotation” means the Small Local Government ELA sales quote.
- “Enterprise Software” means the Software, Data, Online Services, and Documentation identified in the ELA Quotation as Enterprise Software.
- “Incident” means a failure of the Software to operate according to the Documentation in which such failure substantially impacts operational or functional performance.
- “Licensee Content” means data submitted by Licensee to VERTIGIS NA through the Online Services.
- “Online Services” means the VERTIGIS NA computing and data services, and other software services, that are accessed over the internet and subscribed to by Licensee, including without limitation, third party software services or data components that perform GIS functions, tasks, or data services.
- “Product(s)” means the Software, Data, Online Services, and Documentation.
- “Software” means VERTIGIS NA’s proprietary and licensed software technology, computer software code, components, dynamic link libraries (DLLs), underlying organization, object model, and programs delivered on any media, including any release provided in source, object, or executable code format(s), inclusive of backups, updates, service packs, patches, hot fixes, sample code, sample application, sample extension, or merged copies permitted hereunder, excluding the Online Services and all related software and technology.
- “Samples” means sample code, sample applications, add-ons, or sample extensions of Software, Data, Documentation, or Online Services.
- “Technical Support” means a technical assistance process to troubleshoot and attempt to resolve reported Incidents through patches; hot fixes; workarounds; or any other type of Software issue resolution as specified in the most current applicable software maintenance policy of the ELA Maintenance Provider.
- “Tier 1 Help Desk” means Licensee point of contact from which all Tier 1 Support will be given to Licensee.
- “Tier 1 Support” means the Technical Support provided by the Tier 1 Help Desk as the primary contact to Licensee in attempted resolution of reported Incidents.
- “Tier 2 Support” means the Technical Support as described under Article 11 of the ELA which is provided by the ELA Maintenance Provider to the Tier 1 Help Desk when the Incident cannot be resolved through Tier 1 Support.

ARTICLE 2. INTELLECTUAL PROPERTY RIGHTS AND RESERVATIONS OR OWNERSHIP

VERTIGIS NA is the owner and/or authorized licensee of all intellectual property rights in the Product(s), including, without limitation, written materials, logos, names and other support materials provided pursuant to this ELA and prior to the execution of this ELA. Subject to the licenses expressly granted by VERTIGIS NA herein, these terms of use do not transfer from VERTIGIS NA to Licensee any interest in the Product(s), all right, title and interest in which remains solely with VERTIGIS NA or its licensors. The Product(s) are licensed and not sold. VERTIGIS NA does not and has not transferred any ownership interests in any form or manner to the Licensee. VERTIGIS NA and its licensors own the Product(s), which are protected by Canadian law and applicable international laws, treaties, and conventions regarding intellectual property or proprietary rights, inclusive of trade secrets. From the date of receipt or access, Licensee agrees to use reasonable means to protect the Product(s) from unauthorized use, reproduction, distribution, or publication. VERTIGIS NA and its licensors reserve all rights not specifically granted in this ELA including the right to change and improve or discontinue Products.

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- a. Use, copy, and Deploy an unlimited quantity of the Enterprise Software (1) for the term identified in this ELA and (2) for Licensee's own internal use.
- b. Access and use any secure VERTIGIS NA Web site resources made available to Licensee for Licensee's internal use, provided that Licensee follows VERTIGIS NA's terms of use policy specified therein. All password or controlled access information provided by VERTIGIS NA shall be treated as VERTIGIS NA confidential information.

3.2 Consultant Access. Subject to 3.1, Licensee may provide access to the Enterprise Software to any consultant or contractor of Licensee, provided consultants and contractors use is for the sole benefit of Licensee while (i) working on-site at Licensee's facilities or (ii) remotely using/accessing Enterprise Software from Licensee's on-site computers or machines. Licensee shall be responsible for compliance by consultants or contractors with the terms and conditions of this ELA. Licensee shall require consultant or contractor to discontinue use of and access to Enterprise Software upon completion of work for Licensee.

3.3 Third-Party Software. Unless included in the software for the Products, Licensee will be responsible for purchasing licenses for any third-party software that is required in connection with the use of the Products, from the third-party licensors. Use of any third-party software will be subject to the terms of the applicable third-party license agreement, and VERTIGIS NA and/or its licensors and/or its Distributor provide no warranties and will have no liability in connection with Licensee's or any other party's use of such third-party software.

ARTICLE 4. SCOPE OF USE

4.1 Permitted Uses

- a. Licensee may install and store the Software, Data, and Documentation on electronic storage device(s).
- b. Licensee may make one (1) copy of the Software, Data and Documentation for archival purposes. Licensee may make routine computer backups.
- c. Licensee may customize the Software using any (i) macro or scripting language, (ii) published application programming interface (API), or (iii) source or object code libraries, but only to the extent that such customization is described in the Documentation.
- d. Licensee may use, copy, or prepare derivative works of the Documentation supplied in digital format and thereafter reproduce, display, and redistribute the customized documentation only for Licensee's own internal use. Portion(s) of Documentation supplied in digital format merged with other software and printed or digital documentation are subject to this ELA. Licensee shall include the following copyright attribution notice acknowledging the proprietary rights of VERTIGIS NA and its licensor(s): "Portions of this document include intellectual property of VERTIGIS NA and its licensor(s) and are used herein under license. Copyright © [*Insert the actual copyright date(s) from the source materials*] VertiGIS North America Ltd. and its licensor(s). All rights reserved."

4.2 Uses Not Permitted

Except to the extent that applicable law prohibits or overrides these restrictions, or as provided herein, **Licensee shall not:**

- a. Sell, rent, lease, sublicense, lend, assign, transfer, translate, export, or time-share the Product(s).
- b. Act as a service bureau or commercial Application Service Provider (ASP) that allows third-party access to the Product(s). A commercial ASP means a licensee who uses Product(s) for a site or service, and operates the site or the service for a profit, or generates revenue by charging for access to the site or service. Licensee may only use the Product for Commercial ASP Use provided that Licensee acquires a Commercial ASP Use License.
- c. Distribute the Software to third-parties, in whole or in part, including, but not limited to, extensions, components, or DLLs without prior written approval of VERTIGIS NA.
- d. Reverse engineer, decompile, cross-assemble, or disassemble the Product(s).
- e. Remove or obscure any VERTIGIS NA (or its licensor(s)) patent, copyright, trademark, proprietary rights notices, and/or legends contained in or affixed to any Product, Product output, metadata file, or online and/or hard-copy attribution page of any Data or Documentation delivered hereunder.

- f. Make any attempt to circumvent the technological measure(s) that controls access to, or use of, the Product(s).
- g. Distribute Product authorization codes or user credentials to third parties, except as provided in this Agreement.
- h. Use Products in violation of VERTIGIS NA's, its licensor(s)', or a third party's rights, including intellectual property rights, privacy rights, non-discrimination laws, or any other applicable law or government regulation.
- i. Unbundle individual or component parts of the Software or Data for independent use.
- j. Incorporate any portion of Product into any product or service that competes with any Product.
- k. Use, incorporate, modify, distribute, provide access to, or combine any computer code provided with any Product in a manner that would subject such code or any part of the Product to open source license terms, which includes any license terms that require computer code to be (i) disclosed in source code form to third parties, (ii) licensed to third parties for the purpose of making derivative works, or (iii) redistributable to third parties at no charge.
- l. Use the Online Services to transmit spam, spoof, phish or junk email or messages, transmit offensive or defamatory material, or stalk or make threats of physical harm.
- m. Introduce any kind of malware, including but not limited to viruses, worms, Trojan horses or other harmful code that may damage the operation of the Online Services or the systems of other users of the Online Services.
- n. Attempt to gain unauthorized access to the Online Services or their related systems or networks.
- o. Use the Online Services in any manner that could damage, disable, overburden or impair any part of the Online Services, or interfere with any other user's ability to access or use the Online Services.
- p. Probe, scan or test the vulnerability of the Online Services or breach any security or authentication measures used by the Online Services.
- q. Benchmark the availability, performance, or functionality of the Online Services for competitive purposes.

ARTICLE 5. ONLINE SERVICES

5.1 User Activity. Licensee is responsible for any use of the Online Services through Licensee's account or other means of accessing the Online Services specific to Licensee, whether authorized or unauthorized.

5.2 Unauthorized Access. Licensee will use all reasonable efforts to prevent unauthorized access to or use of the Online Services and will not share any passwords, usernames, access keys or other login credentials for the Online Services. Licensee will promptly notify VERTIGIS NA of any known or suspected unauthorized access to or use of the Online Services or any loss, theft or unauthorized use of login credentials.

5.3 Modification of Online Services. VERTIGIS NA may implement updates to modify the features or functions of the Online Services ("Update") at any time and at its sole discretion. In the event an Update results in the removal of material functionality of the Online Services, VERTIGIS NA shall endeavor to provide Licensee with at least sixty (60) days notice of the Update and Licensee may, within 60 days of receiving such notice, terminate the subscription by providing written notice to VERTIGIS NA and receive a refund of any prepaid subscription fees prorated for the remainder of the subscription term following the termination date.

5.4 Suspension of Online Services. VERTIGIS NA reserves the right to temporarily suspend Licensee's access to or use of the Online Services in the event: (i) VERTIGIS NA reasonably believes that Licensee's access to or use of the Online Services may result in liability to VERTIGIS NA or adversely affect the integrity, functionality or usability of the Online Services, including without limitation, interfering with the access to or use of the Online Services by other users; (ii) Licensee is in breach of this Agreement, including without limitation, a failure to pay any amounts due under this Agreement; or (iii) the Online Services are undergoing scheduled maintenance. VERTIGIS NA shall not be responsible for any damages, liabilities or losses of Licensee in connection with any suspension of the Online Services that result from the foregoing.

5.5 Licensee Content. Licensee shall at all times remain the owner of Licensee Content. Licensee hereby grants to VERTIGIS NA a non-exclusive, royalty-free, perpetual, irrevocable, transferable, world-wide license (with the right to sublicense) to access, use, reproduce, modify, transmit, display, store, index and archive the Licensee Content solely for the purposes of: (i) providing the Online Services to Licensee, and (ii) generating and exploiting aggregated and/or statistical data, provided that such data does not contain information that is personally identifiable or identifiable with Licensee.

5.6 Transmission of Data. Licensee acknowledges that hosting data online involves risks of unauthorized access and disclosure and that such risk is inherent in Licensee's access to and use of the Online Services. Licensee agrees that VERTIGIS NA will not be responsible or liable in any manner for any Licensee Content or other data which is

lost, altered or intercepted without authorization due to errors or actions of third parties, and VERTIGIS NA offers no representations or warranties with respect to the foregoing.

5.7 Third Party Products and Services. Licensee acknowledges that the Online Services are provided in part through the use of third-party software, hardware, and hosting and storage services. While VERTIGIS NA has used reasonable efforts to engage high-quality third-party product and services providers, neither VERTIGIS NA nor its third-party suppliers shall be responsible for, and provide no representations or warranties with respect to, any third party hardware, software or services used in connection with the delivery of the Online Services.

ARTICLE 6. PRIVACY

6.1 Privacy Policy. Licensee acknowledges it has been informed about the VERTIGIS NA Privacy Policy located at <https://vertigisstudio.com/legal> (the "Privacy Policy"), which is applicable to the collection, use and disclosure by VERTIGIS NA of personal information relating to Licensee and/or its representative(s) in the context of VERTIGIS NA performing this Agreement and related purposes which is incorporated by reference into this Agreement.

6.2 Personal Data. Licensee acknowledges that Licensee Content may be capable of identifying individual users of the Online Services or other natural persons ("Personal Information"). Personal Information is collected and used by VERTIGIS NA for the purpose of providing the Online Services to Licensee in accordance with this Agreement.

6.3 Legal Compliance. Licensee shall comply with all applicable privacy laws in connection with its use of the Products and this Agreement. Without limiting the generality of the foregoing, Licensee will notify all of its personnel and other individuals using the Online Services about the information handling practices detailed in this Article 6 and the Privacy Policy and will obtain all necessary consents required under applicable privacy law from such individuals with respect to the foregoing. Licensee acknowledges and agrees that: (i) the Online Services are only offered in jurisdictions in which the Online Services are not in violation of applicable privacy laws, including without limitation, any "do not track" legislation, (the "Legal Jurisdictions"); (ii) Licensee is responsible for determining the legality of the Online Services in the Licensee's jurisdiction; and (iii) all licenses and subscriptions granted to Licensee hereunder are not valid outside the Legal Jurisdictions.

ARTICLE 7. TERM AND TERMINATION AND EXPIRATION

7.1 Term. The term of the ELA shall be three (3) years from the Effective Date, unless this ELA is terminated earlier as provided herein. The term of all licenses and the authorized period of use for all Enterprise Software Deployed shall be concurrent with the term of this ELA.

7.2 Termination for Lack of Funds. Either party may terminate this ELA for Lack of Funds. Lack of Funds is the inability of Licensee to secure appropriation of funds through the legislative or governing body's approval process for annual payments due.

7.3 Termination for a Material Breach. Either party may terminate this ELA for a material breach by the other party. The breaching party shall be given a period of ten (10) days from date of written notice to cure any material breach.

7.4 No Use Upon Expiration or Termination. Upon expiration or termination of this ELA, all Enterprise Software Deployed, shall terminate. Licensee shall cease access and use of Online Services and clear Online Services client-side data cache and uninstall, remove, and destroy all Deployed Software, Data, and Documentation and any whole or partial copies, modifications, media, or merged portions in any form and execute and deliver evidence of such actions to VERTIGIS NA. ELA Maintenance and any other products or services provided as part of this Agreement shall also terminate.

ARTICLE 8. LIMITED WARRANTIES AND DISCLAIMERS

8.1 Limited Warranties. For a period of ninety (90) days from the date of receipt of Software or Online Services authorization or keycode file(s) by Licensee, VERTIGIS NA warrants that (i) the unmodified Software and Online Services will substantially conform to the published Documentation and (ii) the media upon which the Software, Data, and Documentation is provided will be free from defects in materials and workmanship under normal use and service.

8.2 Data Disclaimer. If included under this ELA, Licensee acknowledges and agrees that the Data has been obtained from sources believed to be reliable, but the accuracy and completeness of the Data are not guaranteed and the Data may contain some nonconformities, defects, errors, or omissions. VERTIGIS NA AND ITS LICENSOR(S) MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE DATA, AND THE

DATA IS PROVIDED "AS IS." Without limiting the generality of the preceding sentence, VERTIGIS NA and its licensor(s) do not warrant that the Data will meet Licensee's needs or expectations, that the use of the Data will be uninterrupted, or that all nonconformities can or will be corrected. VERTIGIS NA and its licensor(s) are not inviting reliance on the Data, and Licensee should always verify Data before any such reliance.

8.3 Fault Tolerance Disclaimer

The Product(s) are not fault-tolerant and are not designed, manufactured, or intended for resale or use in insurance underwriting or with critical health and safety or online control equipment in hazardous environments that require fail-safe performance, such as, but not limited to, in the operation of nuclear facilities, aircraft navigation, or communication systems, air traffic control, real-time emergency response, real-time terrorism prevention or response, life support, or weapons systems ("Fault-Intolerant Activities"). VERTIGIS NA, ITS DISTRIBUTOR, AND ITS LICENSOR(S) SPECIFICALLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR USE IN FAULT-INTOLERANT ACTIVITIES.

8.4 Special Disclaimer. SAMPLES AND HOT FIXES ARE DELIVERED "AS IS" WITHOUT WARRANTY OF ANY KIND. LICENSEE ASSUMES ALL RISK AS TO THE QUALITY AND PERFORMANCE OF THE SAMPLES AND HOT FIXES.

8.5 Internet Disclaimer. THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE INTERNET IS A NETWORK OF PRIVATE AND PUBLIC NETWORKS, AND THAT (1) THE INTERNET IS NOT A SECURE INFRASTRUCTURE, (2) THE PARTIES HAVE NO CONTROL OVER THE INTERNET, AND (3) NONE OF THE PARTIES ARE LIABLE FOR DAMAGES UNDER ANY THEORY OF LAW RELATED TO THE DISCONTINUANCE OR OPERATION OR SERVICE INTERRUPTIONS TO ANY PORTION OF THE INTERNET OR RELATED INFRASTRUCTURE OR POSSIBLE REGULATION OF THE INTERNET THAT MIGHT RESTRICT OR PROHIBIT THE OPERATION OF THE ONLINE SERVICES. LICENSEE FURTHER ACKNOWLEDGES THAT USE OF THE ONLINE SERVICES INVOLVES RISKS OF UNAUTHORIZED ACCESS AND DISCLOSURE AND THAT SUCH RISK IS INHERENT IN LICENSEE'S ACCESS TO AND USE OF THE ONLINE SERVICES. LICENSEE AGREES THAT VERTIGIS NA WILL NOT BE RESPONSIBLE OR LIABLE IN ANY MANNER FOR ANY LICENSEE CONTENT OR OTHER DATA WHICH IS LOST, ALTERED OR INTERCEPTED WITHOUT AUTHORIZATION DUE TO THE ERRORS OR ACTIONS OF THIRD PARTIES AND VERTIGIS NA OFFERS NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE FOREGOING.

8.6 General Disclaimer. EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTIES, VERTIGIS NA AND ITS LICENSOR(S) DISCLAIM ALL OTHER WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OR COMPLETENESS, NONINTERFERENCE, SYSTEM INTEGRATION, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. VERTIGIS NA DOES NOT WARRANT THAT THE PRODUCT(S) WILL MEET LICENSEE'S NEEDS, OR THAT LICENSEE'S OPERATION OF THE SAME WILL BE UNINTERRUPTED, ERROR FREE, FAULT TOLERANT, FAIL-SAFE OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED. PRODUCT(S) ARE NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS THAT MAY LEAD TO DEATH, PERSONAL INJURY, OR PHYSICAL PROPERTY/ENVIRONMENTAL DAMAGE.

8.7 Exclusive Remedy. Licensee's exclusive remedy and VERTIGIS NA's entire liability for breach of the limited warranties set forth in this Article 8 shall be limited, at VERTIGIS NA's sole discretion, to (i) replacement of any defective media; (ii) repair, correction, or provision of a work-around for the defective Software or Online Services such that it substantially conforms to the published Documentation; or (iii) a refund of the License fees actually paid by Licensee for the defective Software or Online Services, provided that the Licensee uninstalls, removes, or destroys all copies of the Software and ceases access to and use of the Online Services, and executes and delivers evidence of such actions to VERTIGIS NA or its Distributor.

ARTICLE 9. LIMITATION OF LIABILITY

9.1 Disclaimer of Certain Types of Liability. VERTIGIS NA, AND ITS LICENSOR(S) SHALL NOT BE LIABLE TO LICENSEE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOST PROFITS; LOST SALES OR BUSINESS EXPENDITURES; INVESTMENTS; BUSINESS COMMITMENTS; LOSS OF ANY GOODWILL OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS EULA OR USE OF THE ENTERPRISE SOFTWARE, HOWEVER CAUSED ON ANY THEORY OF LIABILITY, WHETHER OR NOT VERTIGIS NA, OR ITS LICENSOR(S) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

9.2 General Limitation of Liability. EXCEPT AS PROVIDED IN ARTICLE 9—INFRINGEMENT INDEMNITY, VERTIGIS NA'S TOTAL CUMULATIVE LIABILITY HEREUNDER, INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE, SHALL NOT EXCEED THE AMOUNTS PAID BY LICENSEE FOR ENTERPRISE SOFTWARE PURSUANT TO THIS ELA.

9.3 Applicability of Disclaimers and Limitations. . Licensee agrees that the limitations of liability and disclaimers set forth in this ELA will apply regardless of whether Licensee has accepted the Product(s) or any other product or service delivered by VERTIGIS NA or its distributor. The parties agree that VERTIGIS NA or its distributor has set its prices and entered into this ELA or agreed to the supply of the Product(s) or maintenance and/or technical support services for Products licensed under this ELA in reliance upon the disclaimers and limitations set forth herein, and that the same form an essential basis of the bargain between the parties.

THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

THE FOREGOING WARRANTIES, LIMITATIONS, AND EXCLUSIONS MAY NOT BE VALID IN SOME JURISDICTIONS AND APPLY ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN LICENSEE'S JURISDICTION. LICENSEE MAY HAVE ADDITIONAL RIGHTS UNDER LAW THAT MAY NOT BE WAIVED OR DISCLAIMED. VERTIGIS NA DOES NOT SEEK TO LIMIT LICENSEE'S WARRANTY OR REMEDIES TO ANY EXTENT NOT PERMITTED BY LAW.

ARTICLE 10. INFRINGEMENT INDEMNITY

10.1 VERTIGIS NA shall defend, indemnify as described below, and hold harmless Licensee from and against any loss, liability, cost, or expense, including reasonable attorney's fees, arising out of any claims, actions, or demands by a third party alleging that Licensee's use of the Software or Online Services infringes a U.S. or Canadian patent, copyright, or trademark provided:

- a. Licensee promptly notifies VERTIGIS NA in writing of the claim;
- b. Licensee provides VERTIGIS NA documents describing the allegations of infringement;
- c. VERTIGIS NA has sole control of the defense of any actions and negotiations related to the defense or settlement of any claim; and
- d. Licensee reasonably cooperates fully in the defense of the claim at VERTIGIS NA's request.

10.2 If the Software or Online Services is found to infringe a Canadian or US patent, copyright, or trademark, VERTIGIS NA, at its own expense, may either (i) obtain rights for Licensee to continue using the Software or Online Services, or (ii) modify the allegedly infringing elements of the Software or Online Services while maintaining substantially similar functionality. If neither alternative is commercially reasonable, the License shall terminate, and Licensee shall cease accessing or using the infringing Software or Online Services, and shall uninstall and return to VERTIGIS NA or its Distributor any infringing item(s). VERTIGIS NA's entire liability shall then be to indemnify Licensee pursuant to Article 10.1 and refund the License fees paid with respect to the remainder of the Term.

10.3 VERTIGIS NA shall have no obligation to indemnify or defend Licensee or to pay any resultant costs, damages, or attorney's fees for any claims or demands alleging direct or contributory infringement to the extent arising out of (i) the combination or integration of the Software or the Online Services with a product, process, or system not supplied by VERTIGIS NA or specified by VERTIGIS NA in its Documentation; (ii) material alteration of the Software or the Online Services by anyone other than VERTIGIS NA or its subcontractors; or (iii) use of the Software or the Online Services after modifications have been provided by VERTIGIS NA for avoiding infringement or use after a return is ordered by VERTIGIS NA under Article 10.2.

10.4 THE FOREGOING STATES THE ENTIRE OBLIGATION OF VERTIGIS NA, ITS LICENSOR(S) AND ITS DISTRIBUTOR WITH RESPECT TO INFRINGEMENT OR ALLEGATION OF INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

ARTICLE 11. ELA MAINTENANCE

ELA Maintenance for Software provided under this ELA is included with the ELA Fee. ELA Maintenance includes standard maintenance benefits specified in the most current applicable software maintenance policy of the ELA Maintenance Provider available at <https://vertigisstudio.com/legal> as modified by this Article 11—ELA Maintenance.

a. Tier 1 Support Provided by Licensee

- (1) Licensee shall provide Tier 1 Support through the Tier 1 Help Desk to all Licensee's authorized users.
- (2) The Tier 1 Help Desk shall use analysts fully trained in the Software they are supporting.
- (3) At a minimum, Tier 1 Support shall include those activities that assist Licensee in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
- (4) Tier 1 Support analysts shall be the initial points of contact for all questions and Incidents. Tier 1 Support analysts shall obtain a full description of each reported Incident and the system configuration from Licensee. This may include obtaining any customizations, code samples, or Data involved, if applicable, to the Incident. Analysts shall also use any other information and databases they may develop to satisfactorily resolve Incidents.
- (5) If the Tier 1 Help Desk cannot resolve the Incident, and authorized Tier 1 Help Desk individual may contact Technical Support of the ELA Maintenance Provider. The Tier 1 Help Desk shall provide support in such a way as to minimize repeat calls and make solutions to problems available to Licensee.
- (6) The Licensee may assign up to two (2) Tier 1 Help Desk individuals who will be the only individuals authorized to contact the ELA Maintenance Provider directly for Tier 2 Support. The Licensee shall identify such individuals in writing to the ELA Maintenance Provider. Licensee may revise such individuals upon written notice to the ELA Maintenance Provider.

b. Tier 2 Support Provided by the ELA Maintenance Provider

- (1) ELA Maintenance Provider shall log calls received from the Tier 1 Help Desk individuals.
- (2) ELA Maintenance Provider shall attempt to resolve the Incident by assisting the Tier 1 Help Desk individuals.
- (3) When the Incident is resolved, ELA Maintenance Provider shall communicate the information to the Tier 1 Help Desk individuals, and the Tier 1 Help Desk shall disseminate the resolution to Licensee.
- (4) Tier 2 Support does not include Technical Support for troubleshooting access to Online Services, including access to Software licensed as software-as-a-service (SaaS). Incidents specific to a SaaS version of the Software are eligible for Tier 2 Support.

VERTIGIS NA may, at VERTIGIS NA's sole discretion, make patches, hot fixes, or updates available for downloading from VERTIGIS NA's Web site or through any other means authorized by VERTIGIS NA.

ARTICLE 12. ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

12.1 Purchase Orders, Delivery, and Deployment

- a. Licensee shall issue a Purchase Order payable to VERTIGIS NA or Distributor upon execution of the ELA and annually thereafter in accordance with the payment schedule. Payment shall be due and payable within thirty (30) days of the anniversary date of the Effective Date, with the initial payment due within thirty (30) days of execution of the ELA.
- b. Upon receipt of the initial Purchase Order from Licensee, VERTIGIS NA shall make available for access the Software, Data, and Documentation to Licensee for Deployment activities.
- c. VERTIGIS NA shall provide registration numbers or keycodes, as applicable, to activate the Software.
- d. Licensee shall Deploy, install, configure, and track installation of the Software.

12.2 Purchase Order Requirements

- a. All orders pertaining to this ELA shall be processed through Licensee's centralized point of contact.
- b. The following information shall be included in each Purchase Order:
 - (1) Licensee name, VERTIGIS NA customer number, if known, and bill-to and ship-to addresses
 - (2) Purchase Order number
 - (3) Applicable annual payment due
 - (4) On the face page of its Purchase Order (or ordering document), Licensee shall insert: THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE SMALL MUNICIPAL AND COUNTY ELA, AND ANY DIFFERENT OR ADDITIONAL TERMS AND CONDITIONS IN OR WITH THIS PURCHASE ORDER SHALL NOT APPLY.

ARTICLE 13. GENERAL PROVISIONS

13.1 Future Versions. Updated or new Enterprise Software may require additional or revised terms and conditions. Terms and conditions subject to revision are limited to Article 1—Definitions, Article 4—Scope of Use and Exhibit 1—Scope of Use (L300), or any term as required by law. VERTIGIS NA may provide notice of the revisions to Licensee in writing. The revisions shall be incorporated into this ELA upon use of the updated or new Enterprise Software. Should Licensee reject the revisions, then Licensee shall not install or use the revised, updated, or new Enterprise Software.

13.2 Renewal. Upon expiration of this ELA, the parties will evaluate Licensee's requirements. Any follow-on ELA will be offered in accordance with license terms and conditions and pricing then in effect and based upon Licensee's then current population count.

13.2 Export Control Regulations. Licensee expressly acknowledges and agrees that Licensee shall not export, reexport or provide the Enterprise Software in whole or in part, to (i) with the exception of Cuba, any country to which Canada or the United States has embargoed goods; (ii) any person on the U.S. Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the U.S. Commerce Department's Table of Denial Orders; or (iv) any person or entity where such export, reexport, or provision violates any export control laws or regulations including amendments and supplemental additions as they may occur from time to time.

13.3 Taxes and Fees. License fees quoted to Licensee are exclusive of any and all taxes or fees, including, but not limited to, sales tax, use tax, value-added tax (VAT), customs, duties, or tariffs, and shipping and handling charges. Licensee is tax exempt.

13.4 No Implied Waivers. The failure of a party to enforce any provision of this ELA shall not be deemed a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

13.5 Severability. If any provision of this Agreement is held to be unenforceable for any reason, (i) such provision will be reformed only to the extent necessary to make the intent of the language enforceable, and (ii) all other provisions of this Agreement will remain in effect.

13.6 Successor and Assigns. Licensee shall not assign, sublicense, or transfer Licensee's rights or delegate its obligations under this ELA without VERTIGIS NA's prior written consent, and any attempt to do so without consent shall be void. This ELA shall be binding upon the respective successors and assigns of the parties to this ELA.

13.7 Equitable Relief. The parties agree that any breach of this ELA may cause irreparable damage and that, in the event of such breach, in addition to any and all remedies at law, VERTIGIS NA or Distributor shall have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction.

13.8 Force Majeure. Except with respect to payment obligations under this ELA, none of the parties shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this ELA for failure or delay in fulfilling or performing any obligation under this ELA when such failure or delay is caused by or results from, directly or indirectly, causes beyond the reasonable control of the affected party, including but not limited to fire, floods, earthquakes, epidemic, embargoes, war, acts of war (whether war is declared or not), insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, cyberattacks, disruptions or outages of third party services, acts of God or acts, omissions or delays in acting by any governmental authority; provided, however, that the affected party shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall resume performance hereunder as commercially reasonable whenever such causes are removed. The affected party shall provide the other parties with prompt written notice of any delay or failure to perform that occurs by reason of Force Majeure.

13.9 Survival of Terms. The provisions of Articles 2, 6, 8, 9, 10 and 13 of this ELA shall survive the expiration or termination of this ELA.

13.10 Governing Law, Arbitration

This ELA shall be governed by and construed in accordance with the laws of Texas and the jurisdiction of Williamson County without reference to its conflict of laws principles.

EXHIBIT 1
SCOPE OF USE (SMC)
(L300 04/2023)

The scope of use for each VERTIGIS NA Software identified below is described in the applicable footnotes listed in parentheses.

VertiGIS Studio Enterprise Edition (1, 2, 3, 5, 6, 7, 8)

- VertiGIS Studio Workflow (15, 16, 19)
- VertiGIS Studio Reporting (15, 16, 19, 22)
- VertiGIS Studio Printing (15, 16, 19, 22)
- VertiGIS Studio Workflow Builder Edition (15, 17, 19)
- VertiGIS Studio Reporting Builder Edition (15, 17, 19, 22)
- VertiGIS Studio Printing Builder Edition (15, 17, 19, 22)
- VertiGIS Studio Mobile (GXM) (15, 19, 20, 21)
- VertiGIS Studio Web (GXW) (15, 19, 20)
- VertiGIS Studio Access Control (16, 19)
- VertiGIS Studio Search (19)

VertiGIS Studio Analytics (5, 7, 8, 19)

VertiGIS Studio Item Manager (19, 23)

1. "Development Server License." Licensee may install and use the Software on a single computer to design and build applications that interface with or utilize server Software as described in the Documentation.
2. "Staging Server License." Licensee may use and install the Software for the following purposes; user acceptance testing, performance testing, load testing of other third-party software, staging new commercial data update, and training activities.
3. "Production Server License." Licensee may install and use the Software or Data to provide services to multiple users on the same or other computer(s).
4. "Single Application License." Licensee may install and use the Software or Data for one (1) web-GIS application serving multiple users on the same or other computer(s). An application is defined as a discrete web-GIS viewer with a specific URL.
5. "License." Licensee may use the subscription(s), Software, Online Services and Data for a limited time period. When the license term expires Licensee must either stop using the subscription(s), Software, Online Services, and Data, or renew or extend the license upon payment of applicable fees. Licensing is based on the greater of the number of Licensee's activated ArcGIS® Identities (Online and Portal combined) or the number of ArcGIS® Enterprise GIS Server ArcGIS® Server and ArcGIS® Enterprise cores deployed by Licensee.
6. Extensions to Software programs and GEDS Software follow the same scope of use as that granted for the corresponding Software programs.
7. The administrative tools for the Software may be copied and redistributed throughout the Licensee's organization.
8. Redundant Software installation(s) for failover operations may be implemented during the period the primary site is nonoperational. The redundant Software installation(s) shall remain dormant except for system maintenance and updating of databases while the primary site or any other site is operational.
9. Reserved.
10. Reserved.
11. Reserved.
12. Reserved.
13. Reserved.
14. Reserved.
15. For Commercial ASP Licensees, Commercial ASP Use is restricted to on premise deployment.
16. Licensed for use with a VertiGIS Studio or Geocortex Viewer (GVH). Not for use with Esri's Web AppBuilder for ArcGIS®.
17. Licensed for use with Esri's Web AppBuilder for ArcGIS®. Not for use with a VertiGIS Studio or Geocortex Viewer (GVH).
18. Reserved.
19. Active VertiGIS Studio subscription required to use this Product.

20. Value-Added Applications:

- i. Value-Added Applications built with the Product are subject to the terms of use of ArcGIS Runtime Standard Level. Value-Added Application means an application developed by Licensee for use in conjunction with the authorized use of the Products.
- ii. Licensee may use the Product to create Value-Added Applications and distribute and license those Value-Added Applications to its end users in accordance with this Agreement to use anywhere not prohibited under export regulation or in violation of applicable privacy regulations and laws. Licensee is responsible compliance with applicable export control regulations and laws.
- iii. Licensee is responsible for the development, operation, and technical support of Licensee Content and Value-Added Applications.

21. Licensee may not use the Product to develop Internet or server-based Value-Added Applications.

22. Subscription license includes a SaaS consumption limit of 1GB per month. Licensee consumption in excess of 1GB per month may result in additional consumption costs to Licensee.

23. VERTIGIS NA disclaims and makes no representations or warranties whatsoever and provides no indemnities to Licensee for this Product or Licensee's use thereof. The Product is offered as-is and is available for use at Licensee's own risk. There is no maintenance or technical support provided for this Product. VERTIGIS NA reserves the right to discontinue this Product in its sole discretion without providing notice to Licensee.

EXHIBIT 2
ENTERPRISE SOFTWARE AND FEE SCHEDULE

Licensee may Deploy the Software, Data, and Documentation and access Online Services up to the total quantity of licenses indicated below to Licensees. The quantities identified are the cumulative quantities available in any given year for the term of this ELA.

Table A
Enterprise License Software

Product	Total Qty
SMC-ELA includes: <ul style="list-style-type: none"> VertiGIS Studio Workflow for use with Geocortex Viewer for HTML5, VertiGIS Studio Web or Web AppBuilder for ArcGIS® VertiGIS Studio Reporting for use with for use with Geocortex Viewer for HTML5, VertiGIS Studio Web or Web AppBuilder for ArcGIS® VertiGIS Studio Printing for use with for use with Geocortex Viewer for HTML5, VertiGIS Studio Web or Web AppBuilder for ArcGIS® VertiGIS Studio Item Manager VertiGIS Studio Access Control VertiGIS Studio Mobile VertiGIS Studio Web VertiGIS Studio Search VertiGIS Studio Analytics Maintenance and unlimited basic technical support 	Unlimited
Virtual or Self-Directed Training Courses	1 course (Year 1)
VertiGIS Studio Solutions Engineer (Year 1)	4 hours

Table B
Enterprise License Software

The ELA Fee is \$ USD. The ELA Fee is in consideration of the Enterprise License Software, inclusive of the ELA Maintenance and basic technical support for the Term of this ELA. The Offer below expires Jan 31, 2025.

	Year 1*	Year 2	Year 3	ELA Fee
Payments	\$32,434	\$36,650	\$36,650	\$105,734

*Year 1 includes a credit of \$4216 for Maintenance Paid up to Jan 15th 2024. The credit calculated is dependent upon the date of signature and will be re-calculated if the agreement is signed on a different date.

Commissioners Court - Regular Session**18.****Meeting Date:** 01/14/2025

Approval of Services and Purchase Contract for Annual Customer Care with Intelligent Markings USA Inc dbaTurf Tank for Parks and Recreation

Submitted For: Joy Simonton**Submitted By:** Vickie Johnson, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving the Services and Purchase Contract #202588 with Intelligent Markings USA Inc dba Turf Tank for Annual Customer Care for Parks and Recreation field marking system in the amount of \$4,999.00 and authorize execution of this agreement.

Background

This Services and Purchase Contract #202588 attached between Williamson County and Intelligent Markings USA Inc dba Turf Tank for Annual Customer Care is for Southwest Williamson County Park, 3005 CR 175, Leander, TX 78641, for the amount of \$4,999.00 per year. Funding Source is 01.0100.3103.004543, Origination ID #1739 and the Point of Contact is Emsud Horozovic.

Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

Attachments

Services and Purchase Contract 202588 Intelligent Markings USA Inc dba Turf Tank
Form 1295 Intelligent Markings USA Inc dba Turf Tank

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Vickie Johnson
Final Approval Date: 01/09/2025

Reviewed By

Joy Simonton
Delia Colon

Date

01/08/2025 04:51 PM
01/09/2025 08:40 AM
Started On: 01/06/2025 08:53 AM

**WILLIAMSON COUNTY
SERVICES AND PURCHASE CONTRACT
Intelligent Markings USA Inc d/b/a Turf Tank
(Quote Reference: 20241205-083907726)**

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

THIS SERVICES AND PURCHASE CONTRACT (hereinafter “Contract”) is made and entered into by and between **Williamson County, Texas** (“County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Intelligent Markings USA Inc d/b/a Turf Tank** (hereinafter “Service Provider”), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services and purchase goods described herein pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The services include but are not limited to the services and work described in the attached **Quote Reference: 20241205-083907726** being marked as **Exhibit “A,”** which is incorporated herein to the extent the Quote meets or exceeds the requirements of County’s solicitation, if applicable.

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.

Goods: Service Provider shall provide County the goods described in the attached Quote being marked as **Exhibit “A,”** which is incorporated herein to the extent it meets or exceeds the County’s solicitation, if applicable.

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

III.

Effective Date and Term: This Contract shall be in full force and effect as of **the date of the last party’s execution below** and shall continue until the Project Completion Date or when terminated pursuant to this Contract, whichever event occurs first. The Project Completion Date is defined as the date by which all services and obligations outlined in Exhibit “A” shall be fully performed and delivered to the satisfaction of the County. The parties acknowledge and agree that the Project Completion Date is initially set to be on or before 90 days after the date of the last party’s execution of this Contract. This date may be amended at the sole discretion of the County. Upon successful completion of the services as described in Exhibit “A”, this contract shall automatically terminate without further obligation from either party, except as otherwise expressly provided herein.

IV.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum for the specific project herein as set out in **Exhibit “A”**. The not-to-exceed amount under this Contract is Four Thousand Nine Hundred Ninety-Nine Dollars (\$4,999.00). Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County’s fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes. The County agrees to provide exemption certificates to Service Provider upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Service Provider for the supplies or products provided or any Services rendered.

V.

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

VI.

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	\$1,000,000	\$1,000,000
<i>premises, completed operations and contractual)</i>		
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	\$1,000,000	\$1,000,000

(including death)

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.

VII.

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.

VIII.

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.

IX.

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

X.

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

XI.

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

XII.

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

XIII.

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

XIV.

Right to Audit: Service Provider agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that the County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and

appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

XV.

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

XVI.

No Assignment: Service Provider may not assign this Contract.

XVII.

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.

XVIII.

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.

XIX.

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.

XX.

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.

XXI.

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.

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 and being marked **Exhibit "A,"** which is incorporated to the extent the Quote meets or exceeds the requirements of County's solicitation, if applicable; and
- B. Insurance certificates evidencing coverages required herein above.

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

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

WILLIAMSON COUNTY:

Authorized Signature

Judge Bill Gravell, Jr.

County Judge

Date: _____, 20__

SERVICE PROVIDER:

Intelligent Markings USA Inc d/b/a Turf
Tank

Name of Service Provider

DocuSigned by:



D65182891D054ED
Authorized Signature

Ryan Stubbe

Printed Name

Date: _____, 20__

EXHIBIT A



TURF TANK®

[TX] Williamson County Parks And Recreation – Annual Customer Care Plan

[TX] Williamson County Parks And Recreation

219 Perry Mayfield Blvd
Leander, TX 78626
United States

Reference: 20241205-083907726

Quote created: December 5, 2024

Quote expires: March 5, 2025

Quote created by: Emily Thuss

"Account Manager"

emily.thuss@turftank.com

Office- Ap

Accounts Payable
accountspayable@wilco.org

Toby Bonnet

RBT ADMIN – Southwest Regional Parks Supervisor
toby.bonnet@wilco.org
+15129431770

Leroy Smith

Irrigation Specialist
leroysmith@wilco.org
512-246-2683

Russell Fishbeck

Senior Director
parksandrec@wilco.org
(512) 943-1920

Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
US - Turf Tank Pro Package - Customer Care Plan Includes: - Customer Support: 24/7 Monday-Sunday - Hardware Warranty: Full (Includes Consumables) - Continuous Software Improvements - \$3,000 Allotment of Paint (White)		1	\$4,999.00 / year	\$4,999.00 / year for 4 years
		Annual subtotal		\$4,999.00
		Total		\$4,999.00

Purchase terms & Comments

<u>Invoice</u>	<u>Invoice Details</u>
Implementation Fee Invoice & First Invoice	Implementation Fee & Subscription or Purchase Invoice will be issued at date of shipment with net 18 payment terms. The invoice will be emailed to the billing contact on file and will be from billing@turftank.com .
Renewal Invoices	Subscription Renewal Invoices will be emailed to the billing contact on file 30-days prior to the subscription date with net 30 payment terms.

*****Sales Tax** is not included in the above quote. If you are not tax-exempt you will be subject to sales tax on your invoices. If you are tax-exempt, we will need to collect and validate your tax-exempt certificate.

SUBSCRIPTION WARRANTY



COMPONENT LIST

Package Type	Basic	Plus	Pro
Robot Type	ONE / TWO / LITE	ONE / TWO	ONE / TWO
Rover	● 6 years	● 6 years	● 6 years
Base Station	● 6 years	● 6 years	● 6 years
Control Unit	● 6 years	● 6 years	● 6 years
Harness	● 6 years	● 6 years	● 6 years
Robot Chassis	● 6 years	● 6 years	● 6 years
Rear Wheel Mount Complete	● 1 year	● 6 years	● 6 years
Battery Holder	● 1 year	● 6 years	● 6 years
GNSS Antenna	● 1 year	● 6 years	● 6 years
Actuator	● 1 year	● 6 years	● 6 years
Hub Motor Set	● 1 year	● 6 years	● 6 years
Shell	● 1 year	● 1 year	● 6 years
Rack and Pinion Holder Complete	● 1 year	● 1 year	● 6 years
Control Panel	● 1 year	● 1 year	● 6 years
Disc Lift Assembly	● 1 year	● 1 year	● 6 years
Robot Battery Charger	● 1 year	● 1 year	● 6 years
Front Bumper Complete	● 1 year	● 1 year	● 6 years
Rear Bumper Complete	● 1 year	● 1 year	● 6 years
Robot Battery	● 1 year	● 1 year	● 6 years
Tablet	● 1 year	● 1 year	● 3 years
Wear & Tear Parts	30 days	60 days	90 days
Discount on Parts	0%	20%	40%
SERVICE DETAILS			
Call/Text Support	Mon-Fri 8am-10pm EST	Mon-Fri 8am-10pm EST	24/7
On-Site Visits	\$75/hr minimum charge of 3 hours Within 7 days of Request	\$75/hr minimum charge of 3 hours Within 7 days of Request	2x visits per year
Virtual Help Center	24/7	24/7	24/7
Pre-Booked 1 on 1 Robot Expert	Mon-Fri 8am-10pm EST	Mon-Fri 8am-10pm EST	Mon-Fri 8am-10pm EST
Service Kit	✗	✗	Included 1x per year
Courtesy Unit	Not Eligible	\$750 30 days max.	Free Shipping within 24 hours

- **Standard Ground Shipping:** Covered by Turf Tank on warranty parts.
- **Overnight/Express Shipping:** Covered by customers at cost.
- **Service Kit:** Includes 1x Solenoid, 1x Suction Rod Assembly, 1x Tubing Set, 1x Pump.
- Warranty components need returned within **14 days** otherwise they will be invoiced.
- Warranty does not cover **labor cost**.

- Use of **non-approved paint** will void warranty on paint system: Pump, Suction Rod assembly, Solenoid, Tubing.
- **Custom Modifications** of Turf Tank robot will void warranty.
- Above Warranty does not cover **breakdowns and general repairs** directly caused by the owner/operator neglect, accidental damage, abuse or misuse, including inadequate cleaning and improper storage.
- All parts not mentioned on the list above is considered **Wear & Tear**.

Questions? Contact me



Emily Thuss

"Account Manager"

emily.thuss@turftank.com

Turf Tank

1110 Allgood Industrial Ct

Marietta, GA 30066

United States

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:
2025-1252814

Date Filed:
01/02/2025

Date Acknowledged:

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

Intelligent Marking USA Inc. dba Turf Tank
Omaha, NE United States

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

Williamson County Commissioners Court

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

202588
Autonomous field painting robot

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 Ryan Stubbe, and my date of birth is [REDACTED]

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

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

Executed in Sarpy County, Nebraska, on the 2 day of 1, 2025.
(month) (year)

DocuSigned by:
Ryan Stubbe
D65182891D0E4ED...

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.

Intelligent Marking USA Inc. dba Turf Tank
Omaha, NE United States

Certificate Number:
2025-1252814

Date Filed:
01/02/2025

Date Acknowledged:
01/06/2025

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

Williamson County Commissioners Court

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

202588
Autonomous field painting robot

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**19.****Meeting Date:** 01/14/2025

Approval of Services and Purchase Contract for Expo Center Flooring with Polylast Global LLC for Parks and Recreation

Submitted For: Joy Simonton**Submitted By:** Vickie Johnson, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving the Services and Purchase Contract #2025100 with Polylast Global LLC for Polylast Flooring for the Expo Center in the amount of \$21,200.00 and authorize execution of this agreement.

Background

This Services and Purchase Contract #2025100, attached, between Williamson County and Polylast Global LLC is for Polylast Flooring at the Williamson County Expo Center, 5350 Bill Picket Trail, Taylor, TX 76574 in the amount of \$21,200. Purchasing requirements of three (3) quotes have been met. Funding Source is 010100.3106.004509, Origination ID #1537 and the Point of Contact is Jason Brown.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

2025100 Services and Purchase Contract Polylast Global LLC
1295 Form Polylast Global LLC

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Vickie Johnson
Final Approval Date: 01/09/2025

Reviewed By

Joy Simonton
Delia Colon

Date

01/08/2025 04:29 PM
01/09/2025 09:13 AM
Started On: 01/07/2025 02:05 PM

WILLIAMSON COUNTY SERVICES AND PURCHASE CONTRACT

Polylast Global LLC
(Estimate no.# 1006)

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

THIS SERVICES AND PURCHASE CONTRACT (hereinafter “Contract”) is made and entered into by and between **Williamson County, Texas** (“County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Polylast Global LLC** (hereinafter “Service Provider”), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services and purchase goods described herein pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The services include but are not limited to the services and work described in the attached **Estimate no.# 1006** being marked as **Exhibit “A,”** which is incorporated herein to the extent the Quote meets or exceeds the requirements of County’s solicitation, if applicable.

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.

Goods: Service Provider shall provide County the goods described in the attached Quote being marked as **Exhibit “A,”** which is incorporated herein to the extent it meets or exceeds the County’s solicitation, if applicable.

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

III.

Effective Date and Term: This Contract shall be in full force and effect as of **the date of the last party’s execution below** and shall continue until the Project Completion Date or when terminated pursuant to this Contract, whichever event occurs first. The Project Completion Date is defined as the date by which all services and obligations outlined in Exhibit “A” shall be fully performed and delivered to the satisfaction of the County. The parties acknowledge and agree that the Project Completion Date is initially set to be on or before 90 days after the date of the last party’s execution of this Contract. This date may be amended at the sole discretion of the County. Upon successful completion of the services as described in Exhibit “A”, this contract shall automatically terminate without further obligation from either party, except as otherwise expressly provided herein.

IV.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum for the specific project herein as set out in **Exhibit “A”**. The not-to-exceed amount under this Contract is Twenty-One Thousand, Two Hundred Dollars (\$21,200.00). Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County’s fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes. The County agrees to provide exemption certificates to Service Provider upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Service Provider for the supplies or products provided or any Services rendered.

V.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by the County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to the County and name the County as an additional insured.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	\$500,000 Ea. Accident
Bodily Injury by Disease	\$500,000 Ea. Employee
Bodily Injury by Disease	\$500,000 Policy Limit
c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:	

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (including premises, completed operations and contractual)	\$1,000,000	\$1,000,000
Aggregate policy limits:		\$2,000,000

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

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

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

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

VI.

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.

VII.

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.

VIII.

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

IX.

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

X.

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

XI.

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.

XII.

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

XIII.

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

XIV.

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

XV.

No Assignment: Service Provider may not assign this Contract.

XVI.

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.

XVII.

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.

XVIII.

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.

XIX.

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.

XX.

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.

XXI.

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.

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 Estimate no.# 1006 and being marked **Exhibit "A,"** which is incorporated to the extent the Proposal meets or exceeds the requirements of County's solicitation, if applicable; and
- B. Insurance certificates evidencing coverages required herein above.

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

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

WILLIAMSON COUNTY:

Authorized Signature

Judge Bill Gravell, Jr.
County Judge

Date: _____, 20__

SERVICE PROVIDER:

Polylast Global LLC

Name of Service Provider

Signed by:

Taylor Lemick

Authorized Signature

Taylor Lemick

Printed Name

Date: 1/7/2025, 20__

EXHIBIT A

ESTIMATE

Polylast Global
PO Box 6517
Scottsdale, AZ 85261-6517

accounting@polylastglobal.com
+1 (520) 261-1551
www.polylastglobal.com



Bill to
Jason Brown
Williamson County Expo Center
5350 Bill Pickett Trail
Taylor, TX 76574

Ship to
Jason Brown
Williamson County Expo Center
5350 Bill Pickett Trail
Taylor, TX 76574

Estimate details
Estimate no.: 1006
Estimate date: 01/06/2025
Expiration date: 01/31/2025

Project Name: Williamson County Expo Center

#	Description	Qty	Price	Total
1.	Sandy C&S Porous Flooring \$22.50 per square foot	650	\$20.00	\$13,000.00
2.	Sandy C&S Porous Flooring \$22.50 per square foot	410	\$20.00	\$8,200.00
3.	Assigned installer: Doug Moore			

Total **\$21,200.00**

Note to customer
Thank you and have a great day!

Expiry date 01/31/2025

Accepted date **Accepted by**

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:
2024-1243766

Date Filed:
11/27/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Polylast Global LLC
Coleman, 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.
Williams County Expo

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.
136476
Polylast flooring

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Freshtek LLC	Scottsdale, AZ United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

Executed in Maricopa County, State of Arizona, on the 27 day of Nov., 2024 (month) (year).

Signed by:

David Soto

83059597929D4AB...

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.

Polylast Global LLC
Coleman, TX United States

Certificate Number:
2024-1243766

Date Filed:
11/27/2024

Date Acknowledged:
01/07/2025

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

Williams County Expo

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.

136476
Polylast flooring

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Freshtek LLC	Scottsdale, AZ 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**20.****Meeting Date:** 01/14/2025

K Friese 24RFSQ8 R&B WA1 SA2 On Call Development Svcs Assistance

Submitted For: Robert Daigh**Submitted By:** Vicky Edwards, Infrastructure**Department:** Infrastructure**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on Supplemental Work Authorization No 2 to Work Authorization No 1 under the Williamson County Contract between K Friese and Associates, LLC and Williamson County dated March 5, 2024 for On-Call Development Services Assistance. Funding source: 01.0200.0210.004100.

Background

This supplemental is to increase the maximum amount payable to \$300,000.00.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

K Friese 24RFSQ8 R&B WA1 SA2 On Call Development Svcs Assistanc

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 01/08/2025

Reviewed By

Hal Hawes

Delia Colon

Date

01/07/2025 03:28 PM

01/08/2025 08:45 AM

Started On: 12/18/2024 03:51 PM

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

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
On Call Development Services Assistance

This Supplemental Work Authorization No. 2 to Work Authorization No. 1 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **March 5, 2024** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **K Friese and Associates, LLC** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. 1 dated effective March 26, 2024 (the "Work Authorization");

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

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

AGREEMENT

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

- I. The maximum amount payable for services under the Work Authorization is hereby increased from **\$150,000.00** to **\$300,000.00**. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).


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

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

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

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

FIRM:

By:  _____
Signature

Abe Salinas

Printed Name

Drainage Business Practice Lead

Title

12/20/2024

Date

COUNTY:

By: _____
Signature

Bill Gravell, Jr.

Printed Name

Williamson County Judge

Title

Date

Attachment C - Work Schedule

K Friese will provide a work schedule for the assigned tasks

Commissioners Court - Regular Session**21.****Meeting Date:** 01/14/2025

CR 201 - SWCA WA#01 SWA#03

Submitted For: Robert Daigh**Submitted By:** Rachel Vrabel, Infrastructure**Department:** Infrastructure**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on Supplemental Work Authorization No 3 to Work Authorization No 1 under Williamson County Contract between SWCA, Inc. and Williamson County dated February 25, 2020, for CR 201 Environmental Services. This supplemental extends the termination date until January 31, 2026. Funding source: P546.

Background

Work Authorization No. 1 Supplemental No. 3 extends the termination date until January 31, 2026, when the environmental reports are to be completed.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

CR 201 - SWCA WA#01 SWA#03

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Rachel Vrabel

Final Approval Date: 01/09/2025

Reviewed By

Hal Hawes

Delia Colon

Date

01/09/2025 09:27 AM

01/09/2025 10:06 AM

Started On: 01/09/2025 08:45 AM

**SUPPLEMENTAL WORK AUTHORIZATION NO. 3
TO
WORK AUTHORIZATION NO. 1**

**WILLIAMSON COUNTY ROAD & BRIDGE PROJECT:
County Road 201 Environmental Services**

This Supplemental Work Authorization No. 3 to Work Authorization No. 1 is made pursuant to the terms and conditions of the Williamson County Contract for Consulting Services, being dated February 25, 2020 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and SWCA, Incorporated (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. 1 dated effective June 22, 2021 (the "Work Authorization");

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

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

AGREEMENT

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

- I. The Work Authorization shall terminate on January 31, 2026. The Services to be Provided by the Firm shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

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

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

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

FIRM:

By: Matthew McMillan
Signature

Matthew McMillan
Printed Name

Natural Resources Director – Austin
Title

December 2, 2024
Date

COUNTY:

By: _____
Signature

Printed Name

Title

Date

LIST OF ATTACHMENTS

Attachment C - Work Schedule

APPROVED
By Christen Eschberger at 4:55 pm, Jan 02, 2025

ATTACHMENT C

Work Schedule

WORK AUTHORIZATION NO. 03

PROJECT: County Road 201 Environmental Services

All work is expected to be completed and the report(s) finalized by January 31, 2026.

Commissioners Court - Regular Session**22.****Meeting Date:** 01/14/2025

Preliminary plat for the Nolina Phase 3 subdivision – Pct 3

Submitted For: Adam Boatright**Submitted By:** Adam Boatright, Infrastructure**Department:** Infrastructure**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approval of the preliminary plat for the Nolina Phase 3 subdivision – Precinct 3.

Background

This proposed subdivision consists of 338 single family lots, 10 open space/drainage lots, 4 landscape lots and 16,402 linear feet of new public roads on 108.47 acres.

Timeline

2024-10-17 – initial submittal of the preliminary plat

2024-11-16 – 1st review complete with comments

2024-11-27 – 2nd submittal of preliminary plat

2024-12-05 – 2nd review complete with comments

2024-12-16 – 3rd submittal of preliminary plat

2024-12-26 – 3rd review complete with comments

2025-01-03 – 4th submittal of preliminary plat

2025-01-08 – 4th review complete with comments clear

2025-01-09 – preliminary plat placed on the January 14, 2025 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

preliminary plat - Nolina Ph 3

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 01/09/2025

Reviewed By

Delia Colon

Date

01/09/2025 01:04 PM

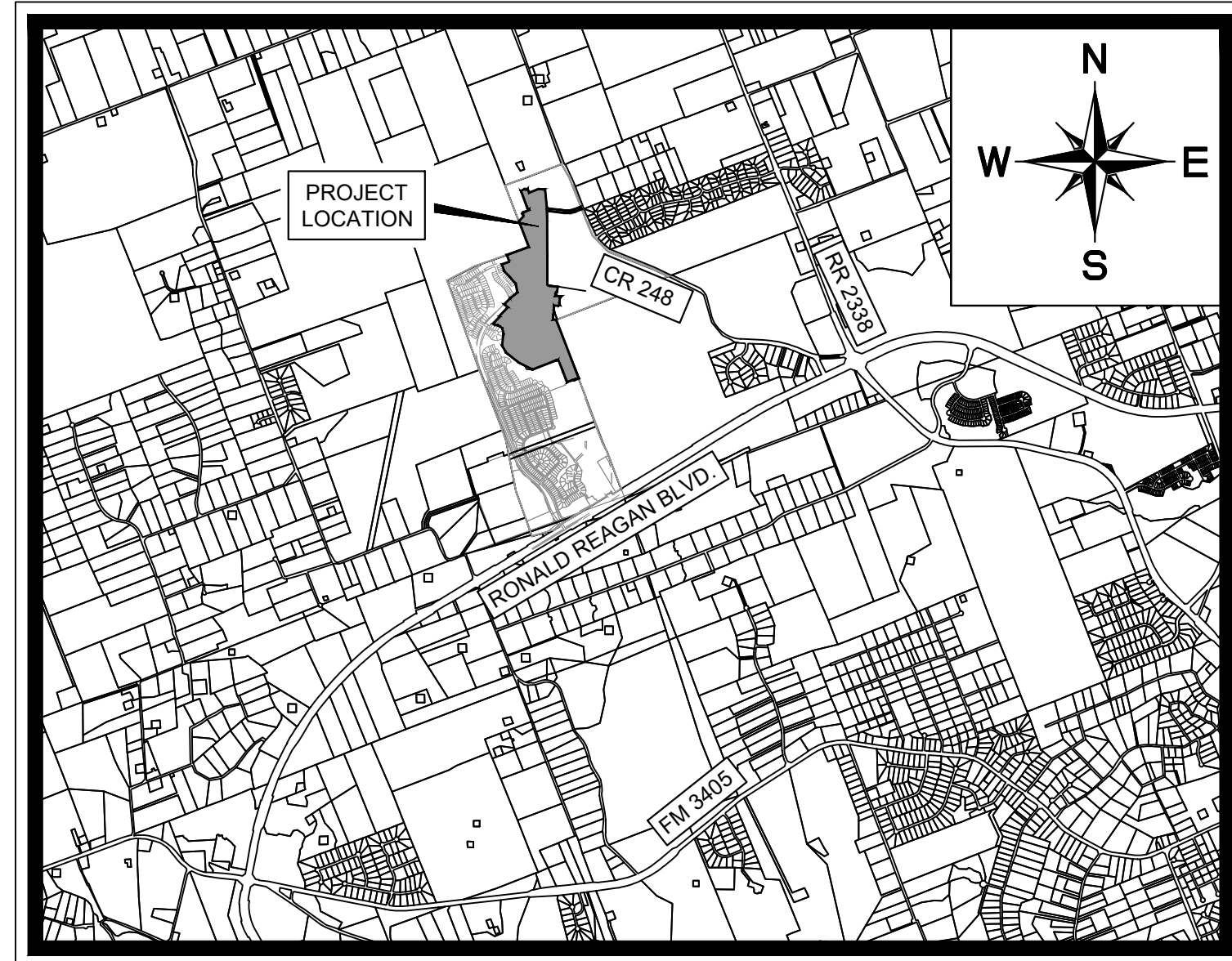
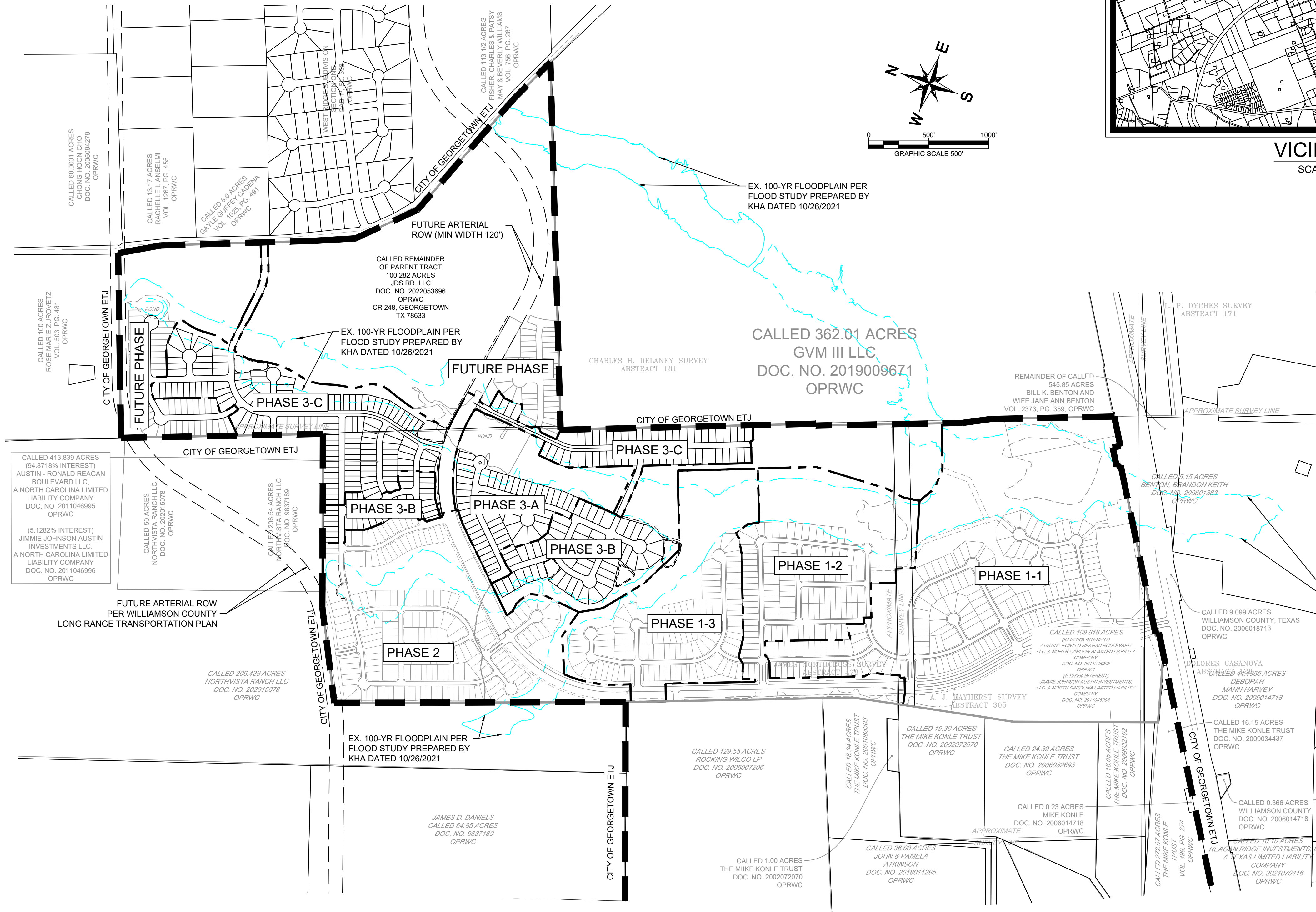
Started On: 01/09/2025 11:50 AM

SHEET NO.	DESCRIPTION
1	OVERALL PRELIMINARY PLAT
2	PRELIMINARY PLAT (SHEET 1 OF 3)
3	PRELIMINARY PLAT (SHEET 2 OF 3)
4	PRELIMINARY PLAT (SHEET 3 OF 3)

THIS SITE IS LOCATED IN THE NORTH FORK OF THE SAN GABRIEL WATERSHED.
THIS SITE IS LOCATED IN THE EDWARDS AQUIFER CONTRIBUTING ZONE.

NO LOT IN THIS SUBDIVISION IS ENCREACHED BY A SPECIAL FLOOD HAZARD AREA(S) INDICATED BY THE 100-YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48491C0275E, EFFECTIVE DATE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.

1. THE OWNER UNDERSTANDS THAT IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE CITY OR COUNTY TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL, AND LOCAL LAWS AND ORDINANCES, INCLUDING BUT NOT LIMITED TO THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS, AND MUNICIPAL WATERSHED ORDINANCES.
2. PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS TO NEIGHBORHOOD DRAINAGE EASEMENTS.
3. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR THEIR ASSIGNS.
4. MAINTENANCE OF THE DRAINAGE EASEMENTS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.
5. THE SUBDIVISION IS LOCATED WITHIN THE JURISDICTION OF WILLIAMSON COUNTY.
6. BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH APPLICABLE OWNER RESTRICTIONS RECORDED IN COUNTY RECORDS AS WELL AS APPLICABLE CITY AND COUNTY ORDINANCES. BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH APPLICABLE ORDINANCES BUT SHALL BE A MINIMUM OF 50 FEET FROM THE RIGHT-OF-WAY ALONG MAJOR ROADS AND 25 FEET FROM EDGE OF THE RIGHT-OF-WAY FROM ALL OTHER PUBLIC ROADS.
7. SETBACKS FOR LOT FRONTAGE BEYOND 120 FEET IN OVERALL WIDTH, OR MAJOR HIGHWAYS AND ROADS, THE BUILDING SETBACK LINE OF 50 FEET MAY BE REDUCED BY THE WIDTH OF THE ADDITIONAL RIGHT-OF-WAY BEING DEDICATED BEYOND 120 FEET IN OVERALL WIDTH. HOWEVER, IN NO EVENT SHALL THE BUILDING SETBACK LINE BE LESS THAN 25 FEET FROM THE RIGHT-OF-WAY.
8. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.
9. NO STRUCTURE OR IMPROVEMENT OF ANY LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL IT IS CONNECTED TO A WATER SUPPLY SYSTEM APPROVED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY.
10. NO STRUCTURE OR IMPROVEMENT ON ANY LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A WASTEWATER COLLECTION SYSTEM APPROVED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY.
11. THE OWNER OF THIS SUBDIVISION AND HIS HEIRS, SUCCESSORS OR ASSIGNS ASSUMES THE RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF ALL SUBDIVISION IMPROVEMENTS WHICH SHALL COMPLY WITH APPLICABLE CODES, RULES, AND REGULATIONS AND REQUIREMENTS OF WILLIAMSON COUNTY, TEXAS AND THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY WHICH ARE IN EFFECT AND APPLICABLE AT THE TIME THE IMPROVEMENTS ARE DESIGNED AND CONSTRUCTED AT THE OWNER'S SOLE EXPENSE. PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
12. WATER SERVICE PROVIDED BY: CITY OF GEORGETOWN
WASTEWATER SERVICE PROVIDED BY: CITY OF GEORGETOWN
WATER AND WASTEWATER SERVICE FOR THIS SUBDIVISION SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH THE DESIGN AND CONSTRUCTION STANDARDS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) OR WILLIAMSON COUNTY PLANS AND REGULATIONS. SUCH REGULATIONS SHALL BE THE SAME AS THOSE ADOPTED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY AS APPROPRIATE AT THE TIME SUCH PLANS ARE PREPARED.
13. ALL STREETS TO BE DEDICATED FOR PUBLIC USE.
14. THERE ARE NO CEMETERY SITES, EXISTING OR PROPOSED SCHOOL SITES OR OTHER PUBLIC SITES PROPOSED WITHIN THIS SUBDIVISION.
15. A MINIMUM STREET FRONTAGE OF 100 FEET SHALL BE REQUIRED FOR ALL LOT, STREET AND 470 FEET FOR COLLECTOR STREETS. THE MINIMUM STREET CENTERLINE RADIUS SHALL BE 100 FEET FOR ARTERIAL STREETS.
16. ALL LOTS SHALL BE A MINIMUM OF 30 FEET WIDE AS MEASURED 25 FEET FROM THE FRONT PROPERTY LINE.
17. IF ANY SIDEWALKS ARE CONSTRUCTED IN THIS SUBDIVISION, THEY WILL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
18. NO LOTS WITHIN THIS SUBDIVISION SHALL BE FURTHER SUBDIVIDED.
19. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION SHALL BE LIMITED TO THE ADJACENT ARTERIAL ROADWAYS.
20. THE PURPOSE OF THIS PRELIMINARY PLAT IS TO SHOW THE PROPOSED IMPROVEMENTS TO THE OWNER'S PROPERTY, INCLUDING THE EXISTING AND PROPOSED DRIVEWAYS, STREETS, ALLEYS, SQUARES, PARKS, OR OTHER SPACE PATTERNS. (1) A SUBDIVISION OF THE TRACT (2) AN ADDITION, (3) LOTS, OR (3) STREETS, ALLEYS, SQUARES, PARKS, OR OTHER PARTS OF THE TRACT INTENDED TO BE DEDICATED TO PUBLIC USE OR FOR THE USE OF PURCHASERS OR OWNERS OF LOTS FRONTING ON OR ADJACENT TO THE TRACT, (4) A TRACT OF LAND, (5) A TRACT OF LAND OR PARTS, A LOT IS ANY PARCEL, OR TRACT OF LAND EXCLUSIVE OF ANY ADJOINING ROAD OR ROAD RIGHT-OF-WAY THAT IS SEPARATED FROM OTHER PARCELS BY A LEGAL DESCRIPTION, A SUBDIVISION OF RECORD OR A ZONING MAP, AND (6) A TRACT OF LAND, (7) A TRACT OF LAND, (8) INTERCHANGEABLE AND ARE USED TO DESCRIBE ALL VEHICULAR WAYS, REGARDLESS OF ANY OTHER DESIGNATION THEY MAY CARRY OR WHEN THE STREET OR ROAD WILL BE PUBLIC OR PRIVATELY OWNED.
21. THE OWNER AGREES TO DEDICATE RIGHT-OF-WAY FOR COUNTY ROAD 248 IN ORDER TO ACHIEVE A MINIMUM RIGHT-OF-WAY WIDTH OF 94' WITH THE FUTURE PHASES OF THIS DEVELOPMENT. 94' WIDTH IS BASED ON THE CITY OF GEORGETOWN'S CURRENT SUBDIVISION STANDARDS FOR DEDICATING COLLECTOR STREETS.
22. THE DEVELOPER AGREES TO DEDICATE RIGHT-OF-WAY IN FUTURE PHASES AS GENERALLY SHOWN ON THIS SHEET FOR FUTURE ARTERIALS IN ORDER TO ACHIEVE THE GOALS OF THE WILLIAMSON COUNTY LONG RANGE TRANSPORTATION PLAN. FOR FULL ARTERIAL RIGHT OF WAY DEDICATION, THE DEVELOPER SHALL BE REQUIRED TO DEDICATE 120 FEET.
23. THIS SUBDIVISION IS VESTED TO THE WILLIAMSON COUNTY SUBDIVISION REGULATIONS DATED DECEMBER 7, 2021.
24. THE WILLIAMSON COUNTY MUD NO. 51 WILL RETAIN OWNERSHIP AND MAINTENANCE RESPONSIBILITY FOR VEGETATION, OPEN SPACE, DRAINAGE, AND LANDSCAPE LOTS, WHICH WILL BE IN PUBLIC EASEMENTS STRUCTURES IN DRAINAGE LOTS WHICH WILL BE IN PUBLIC EASEMENTS



TOTAL NO. OF LOTS: 354
NO. OF BLOCKS: 16
NO. OF 45 LOTS: 106
NO. OF 50' LOTS: 124
NO. OF 60' LOTS: 108
NO. OF SINGLE FAMILY LOTS: 338
NO. OF OPEN SPACE/DRAINAGE LOTS: 10
NO. OF LANDSPACE LOTS: 4

TOTAL LINEAR FOOTAGE OF STREETS: 16,402 LF

ACREAGE THIS PHASE: 108.47
ACREAGE ENTIRE SUBDIVISION: 523.52

ORIGINAL SUBMITTAL DATE: 11/15/2024

- EX. 100-YR FLOODPLAIN PER
FLOOD STUDY PREPARED BY
KHA DATED 10/26/2021

DATUM IS NAVD '88, USING GEOID 18, BASED ON GPS OBSERVATIONS.

BM #50000 COTTON SPINDLE SET AT THE SOUTH END OF COUNTY ROAD 248, APPROXIMATELY 453' SOUTHEAST OF THE INTERSECTION OF WEST RIDGE LANE AND COUNTY ROAD 248.

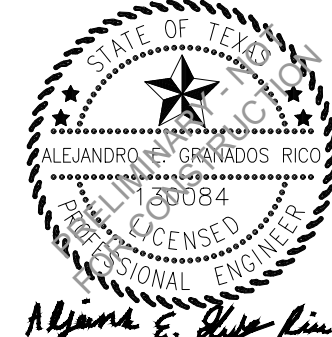
- ELEV. = 1012.516' (NAVD '88)

BM #50058 MAG NAIL SET IN THE SOUTH IN CULVERT 10' DIA. OF COUNTY ROAD 248, APPROXIMATELY 1,070' FROM THE INTERSECTION OF COUNTY ROAD 248 AND WEST RIDGE LANE.

- ELEV. = 987.278' (NAVD '88)

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501 S. AUSTIN AVENUE, SUITE 1310, GEORGETOWN, TX 78626
PHONE: 512-520-0768 FAX: 512-418-1791
WWW.KIMLEY-HORN.COM
TEXAS REGISTERED ENGINEERING FIRM F-928

01/03/2025



Alvarez E. Lopez River

KHA PROJECT 069291601	DATE JANUARY 2025	SCALE: AS SHOWN	DESIGNED BY: DPD	DRAWN BY: WPC	CHECKED BY: AEC
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OVERALL PRELIMINARY
PLAT

**NOLINA
PHASE 3
PRELIMINARY**
WILLIAMSON COUNTY, INDIANA

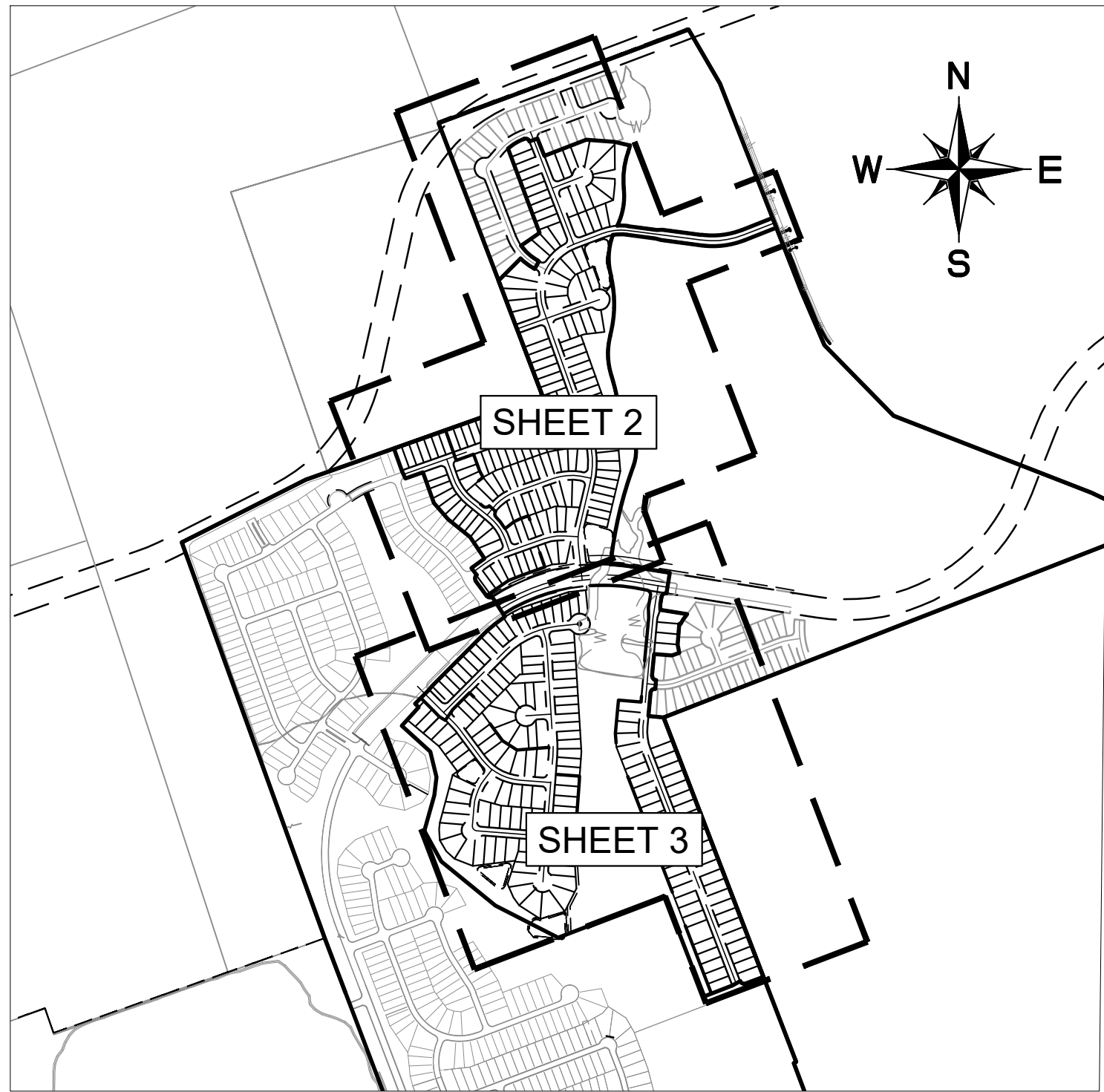
SHEET NUMBER
1

KHA PROJECT NO 069291601

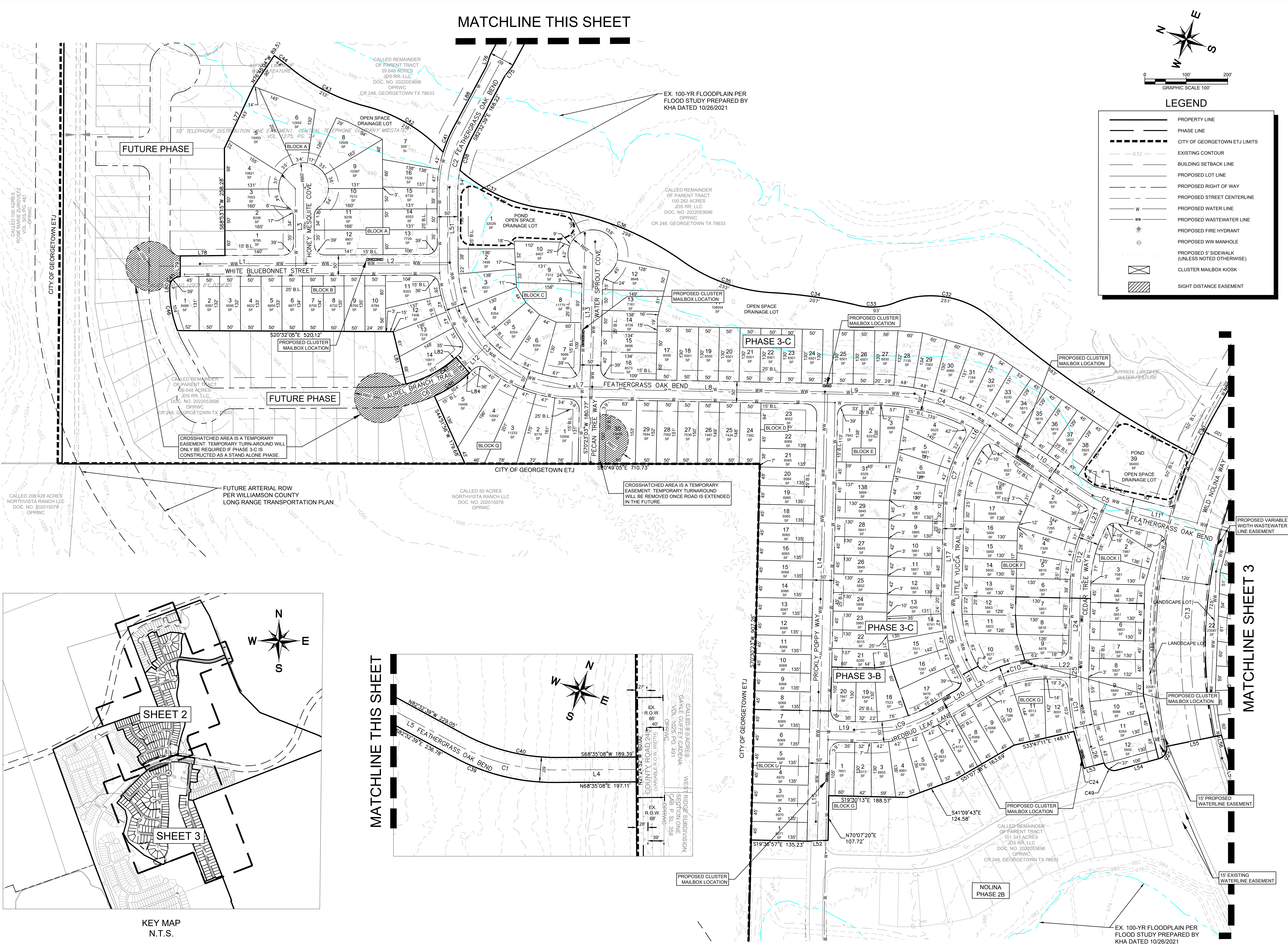
CIVIL CONSTRUCTION PLANS

NOI INA - PHASE 3

Plotted By: Duffy, Daniel Date: January 03, 2025 12:27:04pm File Path: K:\AUS_Civil\069291601 Benton - QPS\PHASE 3\Cod Preliminary\PlanSheets\C-Preliminary Plot.dwg
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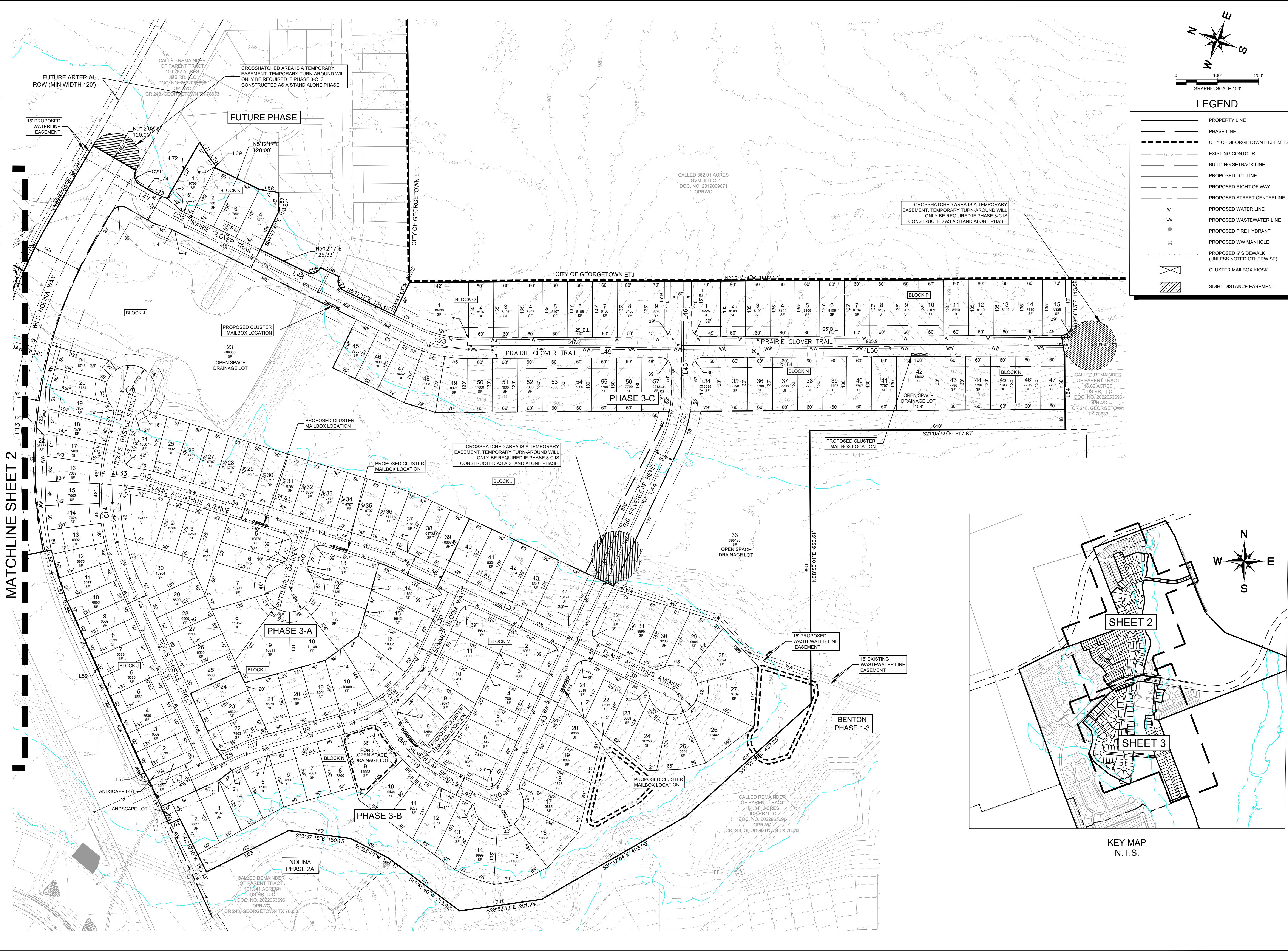


KEY MAP
N.T.S.



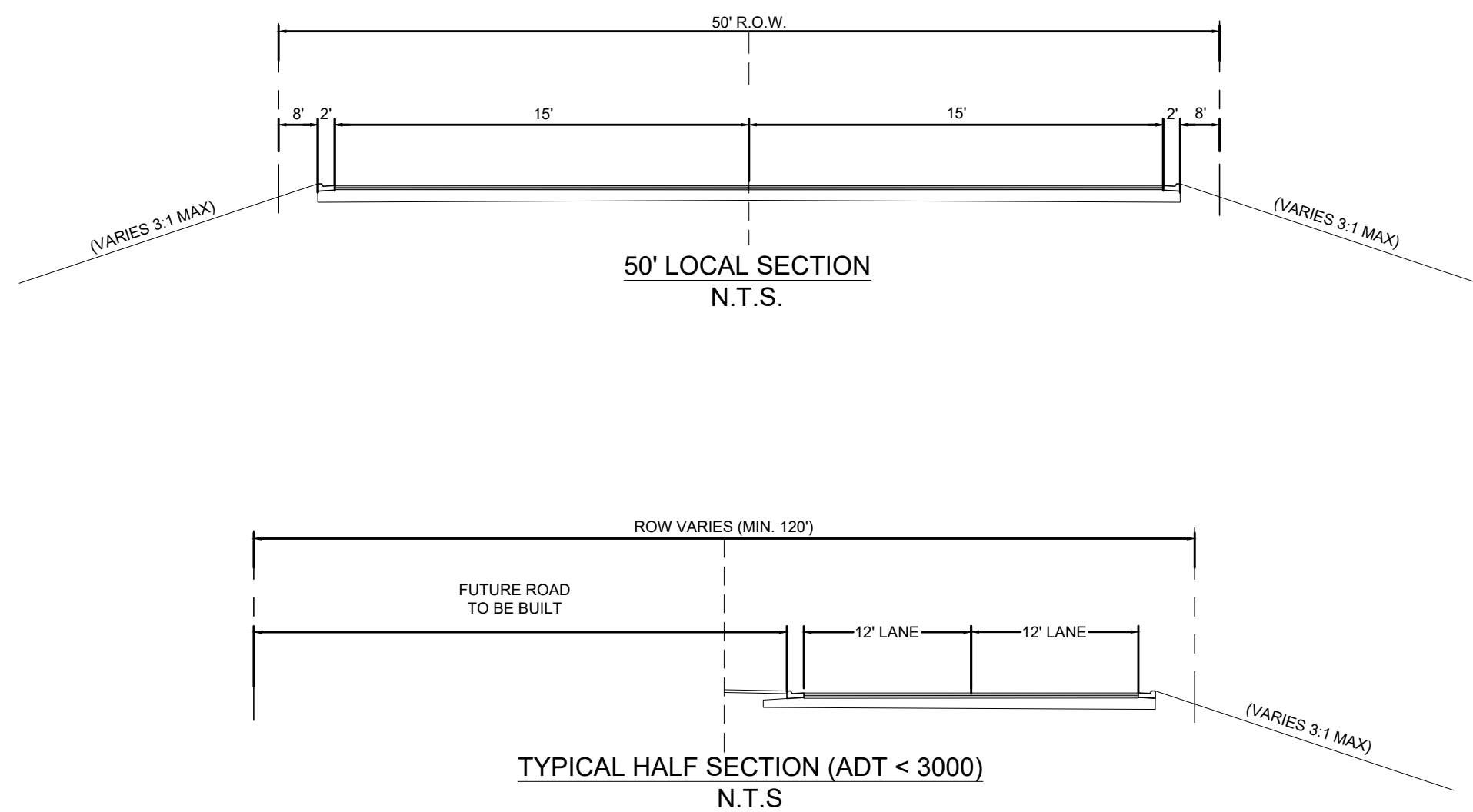
Kimley»Horn	
© 2024 KIMLEY-HORN AND ASSOCIATES, INC. 501 S. AUSTIN AVENUE, SUITE 1310, GEORGETOWN, TX 78626 PHONE: 512-520-0768 FAX: 512-418-1791 WWW.KIMLEY-HORN.COM TEXAS REGISTERED ENGINEERING FIRM F-928	
01/03/2025	
KHA PROJECT	069291601
DATE	JANUARY 2025
SCALE	AS SHOWN
DESIGNED BY	DPD
DRAWN BY	WPC
CHECKED BY	AEC
PRELIMINARY PLAT (SHEET 1 OF 3)	
NOLINA PHASE 3 PRELIMINARY PLAN WILLIAMSON COUNTY, TEXAS	
SHEET NUMBER 2	
REVISIONS	BY DATE

Plotted By: Duffy, Daniel Date: January 03, 2025 12:27:14pm File Path: K:\AUS_Civil\069291601 Benton - JDS\PHASE 3\Corr\Preliminary\PlanSheets\3-C-Preliminary Plot.dwg
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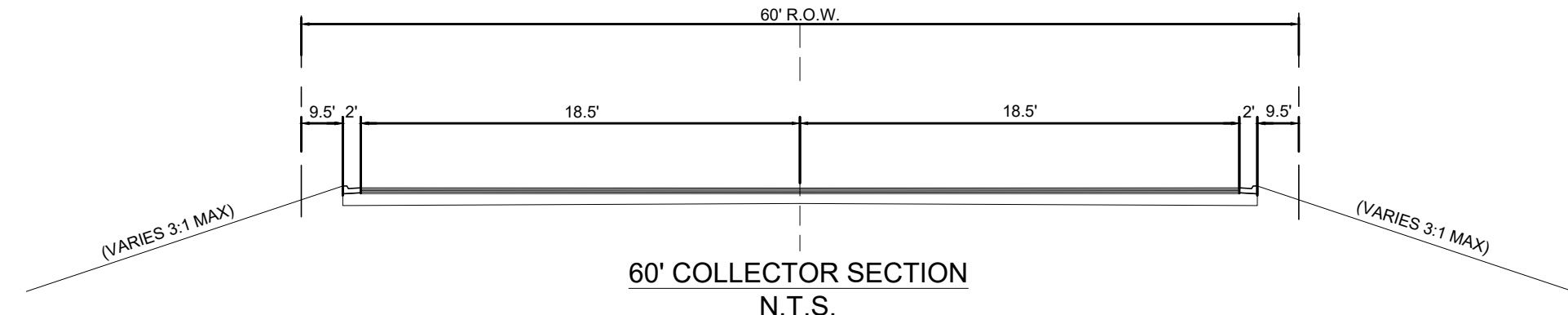
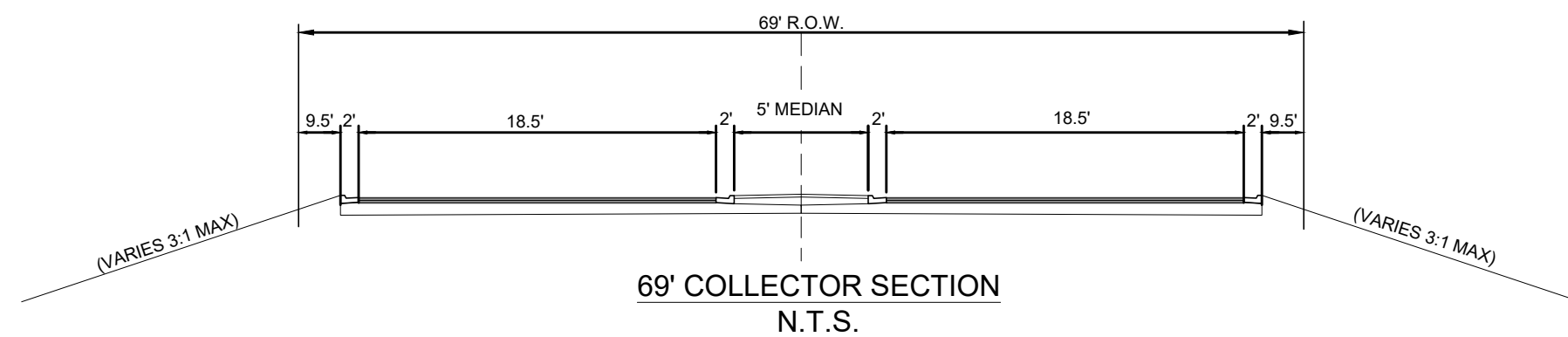
Kimley»Horn © 2024 KIMLEY-HORN AND ASSOCIATES, INC. 501 S. AUSTIN AVENUE, SUITE 1310, GEORGETOWN, TX 78626 PHONE: 512-520-0768 FAX: 512-418-1791 WWW.KIMLEY-HORN.COM TEXAS REGISTERED ENGINEERING FIRM F-928		NO.		REVISIONS		DATE		BY	
01/03/2025									
KHA PROJECT 069291601		DATE JANUARY 2025		SCALE: AS SHOWN		DESIGNED BY: DPD		DRAWN BY: WPC	
						CHECKED BY: AEC			
NOLINA PHASE 3 PRELIMINARY PLAN WILLIAMSON COUNTY, TEXAS									
PRELIMINARY PLAT (SHEET 2 OF 3)									
SHEET NUMBER 3									

C24	6148.97'	92.71'	S53°44'03"W	92.71'	0°51'50"	46.36'
C25	25.00'	37.81'	S79°33'08"E	34.31'	86°39'41"	23.58'
C26	25.00'	39.27'	S66°03'53"E	35.35'	89°59'48"	25.00'
C27	25.00'	39.27'	N50°12'17"E	35.36'	90°00'00"	25.00'
C28	25.00'	39.27'	N39°47'43"W	35.36'	90°00'00"	25.00'
C29	25.00'	39.27'	N54°12'08"E	35.36'	90°00'00"	25.00'
C30	1140.00'	124.33'	N83°55'20"W	124.26'	6°14'55"	62.22'
C31	2376.00'	587.63'	N13°09'50"E	586.13'	14°10'13"	295.32'
C32	228.46'	250.64'	N11°10'48"W	238.26'	62°51'28"	139.61'
C33	150.94'	93.07'	N24°56'41"W	91.60'	35°19'41"	48.07'
C34	1130.35'	206.93'	N12°24'35"W	206.65'	10°29'21"	103.76'
C35	414.37'	233.41'	N1°28'44"W	230.33'	32°16'25"	119.89'
C36	708.85'	340.69'	N0°53'22"E	337.42'	27°32'14"	173.70'
C37	386.17'	246.41'	N2°05'43"E	242.25'	36°33'35"	127.56'
C38	274.99'	82.76'	N88°50'01"E	82.45'	17°14'41"	41.70'
C39	500.00'	251.94'	N83°01'14"E	249.28'	28°52'13"	128.70'
C40	470.00'	236.82'	S83°01'14"W	234.33'	28°52'13"	120.98'
C41	326.61'	62.59'	N88°02'53"W	62.50'	10°58'49"	31.39'
C42	383.61'	217.85'	N10°00'06"E	214.94'	32°32'19"	111.95'
C43	481.98'	212.85'	N6°23'01"E	211.12'	25°18'10"	108.19'
C44	431.67'	43.59'	N16°08'31"E	43.57'	5°47'10"	21.81'
C45	25.00'	39.27'	N65°28'53"W	35.36'	90°00'00"	25.00'
C46	275.00'	104.02'	S58°40'55"W	103.40'	21°40'23"	52.64'
C47	274.79'	127.63'	S47°51'36"E	126.48'	26°36'41"	64.99'
C48	325.00'	90.91'	N53°08'51"W	90.61'	16°01'35"	45.75'
C49	25.00'	39.27'	S8°46'42"W	35.36'	90°00'00"	25.00'



STREET DESIGN TABLE								
STREET NAME	CLASSIFICATION	DESIGN SPEED	LENGTH	R.O.W. WIDTH	PAVEMENT WIDTH	RURAL/URBAN	MAINTENANCE AUTHORITY	SIDEWALK
WHITE BLUEBONNET STREET	LOCAL	25 MPH	645'	50'	30 LF (LOG-LOG)	URBAN	PUBLIC	4' BOTH SIDES
HONEY MESQUITE COVE	LOCAL	25 MPH	192'	50'	30 LF (LOG-LOG)	URBAN	PUBLIC	4' BOTH SIDES
FEATHER OAK BEND	MINOR COLLECTOR	35 MPH	248'	69'	2 - 18.5 LF LANES (LOG-LOG) W/ 9' MEDIAN	URBAN	PUBLIC	4' BOTH SIDES
	MINOR COLLECTOR	35 MPH	685'	60'	37 LF (LOG-LOG)	URBAN	PUBLIC	4' BOTH SIDES
	LOCAL	25 MPH	2331'	50'	30 LF (LOG-LOG)	URBAN	PUBLIC	4' BOTH SIDES
LAUREL BRANCH TRAIL	LOCAL	25 MPH	60'	50'	30 LF (LOG-LOG)	URBAN	PUBLIC	4' BOTH SIDES
WATER SPOUT COVE	LOCAL	25 MPH	324'	50'	30 LF (LOG-LOG)	URBAN	PUBLIC	4' BOTH SIDES
PRICKLY POPPY WAY	LOCAL	25 MPH	1078'	50'	30 LF (LOG-LOG)	URBAN	PUBLIC	4' BOTH SIDES
REDBUD LEAF LANE	LOCAL	25 MPH	658'	50'	30 LF (LOG-LOG)	URBAN	PUBLIC	4' BOTH SIDES
LITTLE YUCCA TRAIL	LOCAL	25 MPH	667'	50'	30 LF (LOG-LOG)	URBAN	PUBLIC	4' BOTH SIDES
CEDAR TREE WAY	LOCAL	25 MPH	648'	50'	30 LF (LOG-LOG)	URBAN	PUBLIC	4' BOTH SIDES
WILD NOLINA WAY	ARTERIAL	45 MPH	1001'	120'	*24 LF (LOG-LOG)	URBAN	PUBLIC	5' BOTH SIDES
SUMMER BLOOM WAY	MINOR COLLECTOR	35 MPH	214'	69'	2 - 18.5 LF LANES (LOG-LOG) W/ 9' MEDIAN	URBAN	PUBLIC	4' BOTH SIDES
	LOCAL	25 MPH	785'	50'	30 LF (LOG-LOG)	URBAN	PUBLIC	4' BOTH SIDES
TEXAS THISTLE STREET	LOCAL	25 MPH	970'	50'	30 LF (LOG-LOG)	URBAN	PUBLIC	4' BOTH SIDES
FLAME ACANTHUS AVENUE	LOCAL	25 MPH	1463'	50'	30 LF (LOG-LOG)	URBAN	PUBLIC	4' BOTH SIDES
BUTTERFLY GARDEN COVE	LOCAL	25 MPH	146'	50'	30 LF (LOG-LOG)	URBAN	PUBLIC	4' BOTH SIDES
BIG SILVERLEAF BEND	LOCAL	25 MPH	1732'	50'	30 LF (LOG-LOG)	URBAN	PUBLIC	4' BOTH SIDES
PRAIRIE CLOVER TRAIL	MINOR COLLECTOR	35 MPH	171'	69'	2 - 18.5 LF LANES (LOG-LOG) W/ 9' MEDIAN	URBAN	PUBLIC	4' BOTH SIDES
	LOCAL	25 MPH	2203'	50'	30 LF (LOG-LOG)	URBAN	PUBLIC	4' BOTH SIDES
PECAN TREE WAY	LOCAL	25 MPH	181'	50'	30 LF (LOG-LOG)	URBAN	PUBLIC	4' BOTH SIDES

NOTE: MINIMUM R.O.W. WIDTH FOR MINOR COLLECTOR IS 60'.
*PAVEMENT WIDTH BASED ON ESTIMATED AVERAGE DAILY TRIPS AND WILLIAMSON COUNTY SUBDIVISION REGULATIONS AS OF DECEMBER 7TH, 2021.



Commissioners Court - Regular Session**23.****Meeting Date:** 01/14/2025

January 2025 Wellness Updates

Submitted For: Allen Frederick**Submitted By:** Shelley Loughrey, Human Resources**Department:** Human Resources**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action regarding the January 2025 Wilco One Employee Well Being Brochure and January Wellness Updates.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

Attachments

2025 Wilco One Well Being Program Brochure

January 2025 Wellness Updates

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Shelley Loughrey

Final Approval Date: 01/08/2025

Reviewed By

Delia Colon

Date

01/08/2025 11:38 AM

Started On: 01/08/2025 10:42 AM

2025

Wilco One

Well - Being Program



WILCO ONE

one **body** one **mind** one **you** one place



Engaging in your well-being program

Welcome to your Wilco One Well-being Program. We offer lots of exciting opportunities for you and your family to remain healthy and engaged in your own well-being.

Your active participation in the well-being program helps keep your medical premiums and out-of-pocket costs low. You can actively participate by:

- **Completing preventative health screenings**
- **Live a healthy and Active Lifestyle**
- **Understand and use offered benefits/programs**

Wilco is a self-funded entity, meaning the County, as well as every employee, shares in the healthcare costs. The way we reduce overall costs, co-pays, deductibles, healthcare spending and bring in more benefits is to have an employee base that is healthy and engaged.

This year our theme is “Game Changer” as we work to change the game of employee health by offering onsite wellness screenings and programs.

Benefits Team Contact:

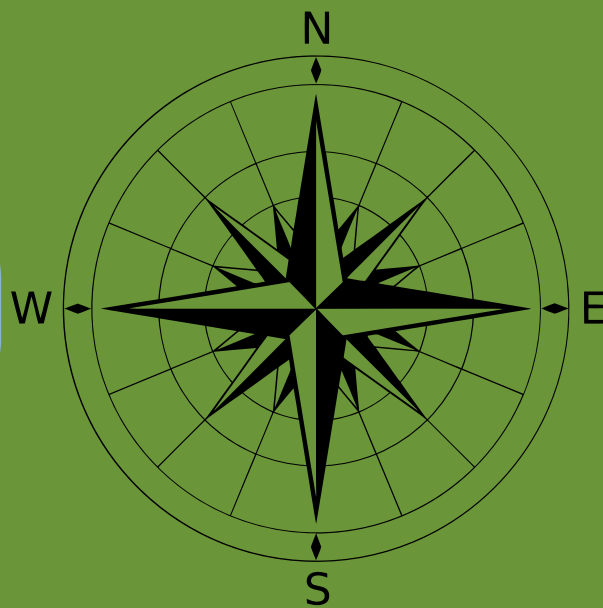
Benefitsteam@wilco.org

Benefits Compass

How to find information!

**Benefits Portal:
All Wilco benefit info**

**Liveandworkwell.com
Employee Well-Being**



**Myuhc.com:
Medical, Dental, Vision**

**Personify (formally Virgin Pulse)
Wellness Platform**

Use your Benefits Compass to navigate your benefits resources!

Wellness Actions

The Wellness Actions are actions that an employee and their spouse covered on a Williamson County Medical Plan will need to do each year in order to remain at the discounted medical premium rate. Failure to do the actions will result in medical premiums being raised by \$100 per month for the following year.

All actions/points must be accounted for and completed in the Personify Health system by **12/01/25**. Please note, biometric forms can take 3 - 14 days for processing time.

Please go to www.join.personifyhealth.com/wilco to enroll or sign in.

No exceptions, extensions, grace periods, or appeals for missing the deadline.

Health Check Survey



The Health Check Survey is intended to have each individual answer questions about their health and habits so they can see where their current health lies and how they may improve it.

Member completes in Personify Health System

Physical Exam



The physical exam is intended for each individual to see a doctor at least one time a year to discuss health issues as well as get help and education about improving health or well-being.

Member must enter date of exam in the Personify Health System

Biometric Form



The Biometric Screening Lab work is intended for each individual to have blood work done so they can know their health numbers, speak with their doctor about results, and improve health outcomes and well-being.

Member must submit form in Personify Health System and must show as complete in the system.

Individuals may also choose to earn points during the year that will satisfy the wellness action requirements. Employees/Spouses choosing to earn points rather than complete the above 3 items will need to earn 30,000 points by engaging with the program during the year in the Virgin Pulse system to qualify for the discounted rate.

See Benefits Portal or contact benefits team for more information

Quick Program Guide

UHC Programs

Real appeal

Lifestyle weightloss program through UHC
enroll.realappeal.com

KAIA

A convenient and holistic digital Musculoskeletal support solution
Download app on your phone
<https://kaiahealth.com/>

Calm via Myuhc.com

An app that provides meditation and stress reduction resources

Employee Assistance Program

Our EAP provides many resources including mental health, financial and legal consults, Identity theft resources and more.
Employees and dependents receive 6 free mental health visits per issue.

866-374-6061 or
24 hour access online at: liveandworkwell.com
Access code: wilco

Monthly Gym Discount Programs

Choose from a network of gyms and facilities for one low price:

***Active&Fit Direct Program**

One Pass Select Program
www.onepassselect.com

Local Fitness Discounts

Discounts available to local programs:

***Camp Gladiator - 10% off memberships**

***YMCA - Local Rates apply**

Gym Discounts

Quick Program Guide

Reasonable Alternative Program

New Quit4Life Program For Nicotine: To complete the Reasonable Alternative Program and remove the \$100 a month charge from your medical premium, you must complete four (5) telephonic coaching sessions (3 group and 2 individual) through the Quit4Life program

Can be completed anytime during the plan year

Quitnow.net

1-886-Quit-4-Life

Available for employees and Spouses on a Wilco Medical Plan.

Employee Discounts

Discounts available on a wide range of items, including tech, travel, and more.

Beneplace Discount Portal

<https://wilco.savings.beneplace.com>

Fast Park and Relax (Austin Airport)

<https://www.thefastpark.com/>

Code: F6D3P8

Massage Reimbursement

Up to \$40 once per quarter (total 4 times a year)

<https://forms.wilco.org/Forms/massagereimbursement>

See Benefits Portal or contact benefits team for more information

WELLNESS UPDATE

01/14/2025

January focus is Overall Health



- ❖ Wellness Actions must show as complete in the Virgin Pulse system no later than 12/01/25
- ❖ Must either complete the 3 actions (Health Survey, Wellness Exam, Biometric Form) or reach 30,000 points
- ❖ No exceptions for missing items or not reaching the point level
- ❖ Encourage employees to get items done early in the year
- ❖ SmartDollar is now live; Great tool for all your financial goals
- ❖ Free for all full-time employees
- ❖ Link was sent in email on January 6th and can also be found on your benefits portal
- ❖ Employee Survey is live, email sent on January 13th

WILCO WELL CARE: ONSITE WELLNESS

- ❖ On-site Wellness Screenings will return for 2025
- ❖ We will be offering the Bexa, Dexa, and Harbor Health for wellness exams, starting in April
- ❖ Emails will be sent with more scheduling information
- ❖ Department Leaders also will have an opportunity to schedule various vendors and opportunities in their department
- ❖ Please contact the benefits team for more information
- ❖ Please join our Personify movement challenge that will kick off on January 20th!

Commissioners Court - Regular Session**24.****Meeting Date:** 01/14/2025

Jail S Boiler Renovations - Texas AirSystems Change Order #5

Submitted For: Dale Butler**Submitted By:** Christy Matoska, Facilities Management**Department:** Facilities Management**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Receive and acknowledge approval of Change Order No. 5 from Texas AirSystems for the Jail South Boiler Renovation Project in the amount of \$25,261.00, which was approved by Williamson County Facilities Project Manager, Daryl Mutz, pursuant to the Commissioners Court's prior delegation of change order approval authority pursuant to Loc. Gov't Code Sec. 262.031.

Background

This changed order is for additional materials and labor for the Jail South Boiler Renovation Project. Williamson County Facilities Project Manager, Daryl Mutz, was delegated change order approval authority for this project on January 11, 2024 by the Commissioners Court pursuant to Williamson County Facilities pursuant to Loc. Gov't Code Sec. 262.031. This item is to acknowledge such approval and record the same in the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Jail S Boiler - CO#5

Form Review**Inbox**

Hal Hawes
Facilities Management (Originator)
Hal Hawes
County Judge Exec Asst.
Form Started By: Christy Matoska
Final Approval Date: 01/08/2025

Reviewed By

Hal Hawes
Christy Matoska
Hal Hawes
Delia Colon

Date

01/06/2025 09:33 AM
01/06/2025 09:54 AM
01/06/2025 09:55 AM
01/08/2025 10:17 AM
Started On: 01/03/2025 03:20 PM



CHANGE ORDER
Jail S. Boiler Renovation

CHANGE ORDER NO: 05

NTP Date: 07/02/2024

DATE OF ISSUANCE: 12/31/2024

Contractor: Texas AirSystems

Architect/ Engineer: Talex, Inc.

EXPLANATION:

1. Leonard NV-2020B-LF-DT 1 N/A \$6,350
2. Rebuild Kit for Leonard NV-2020B-LF-DT 1 N/A \$2,160
3. Grundfos 40-120 Magna 1 1 N/A \$4,250
4. Grundfos 40-80 Magna 1 1 N/A \$3,700
5. Thermowell/Thermometer/Pressure Gauge 2each N/A \$7,846
6. 120V GFCI Protected receptacles/metal covers 6 N/A \$573
7. Metal Weatherproof 120V for switches 4 N/A \$382

TOTAL NET PRICE **\$25,261.00**

CONTRACT CHANGE:

1. Requested changes due to changes in scope.

Original Contract Amount	\$ 926,790.00
Net change by previously submitted Change Orders	\$ 153,671.00
Contract sum prior to this Change Order was	\$ 1,080,461.00
Contract Sum be increased by this Change Order in the amount of	\$ 25,261.00
The new Contract Sum including this Change Order will be	\$ 1,105,722.00
Percentage Increase of Change Orders over Original Contract Amount	
(Not to Exceed 25% per state law)	19.31%

The Contract Time will be changed by 60 days

The date of Substantial Completion as of the date of this Change Order 03/01/2025

RECOMMENDED BY:

Blake Randig
Contractor's Printed Name


Blake Randig (Jan 3, 2025 10:34 CST)
Signature

Jan 3, 2025
Date



REVIEWED BY:

N/A

Architect/ Engineer Name


N/A

Signature

Date _____

ACCEPTED BY:

Trenton Jacobs, AIA
Owner's Representative


Signature

Jan 3, 2025

Date

Commissioners Court - Regular Session**25.****Meeting Date:** 01/14/2025

Approval of Construction Services Agreement for Justice Center LED Lighting Upgrades with G2 Construction Services, Inc. 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 Agreement for Construction Services #2025101 between G2 Construction Services, Inc. and Williamson County for Justice Center LED Lighting Upgrades, in the amount of One Hundred Eighty Thousand Dollars (\$180,000.00), pursuant to TIPS contract 211001 and execution of the agreement.

Background

This project is for LED Lighting Upgrades at the Central Justice Center located at 405 Martin Luther King Jr St., Georgetown, TX. The proposal includes a detailed scope of work. The funding source is 01.0100.1009.004509; Contract Audit and General Counsel have reviewed and the point of contact is Christy Matoska.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Ageement for Construction Services_G2 Construction CJC LED
Form 1295 G2 Construction Services, Inc complete

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Johnny Grimaldo
Final Approval Date: 01/09/2025

Reviewed By

Joy Simonton
Delia Colon

Date

01/08/2025 04:21 PM
01/09/2025 08:28 AM
Started On: 12/26/2024 12:34 PM



Agreement for Construction Services

(Cooperative Contract #TIPS 211001)

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

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor for the construction of Justice Center LED Lighting Upgrades (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 Eighty Thousand Dollars (\$180,000.) in accordance with the terms and conditions of this Agreement.

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

ARTICLE 4 CONTRACT TIME:

4.1 Contractor shall commence the Work upon instruction to do so from the Owner and shall achieve Substantial Completion within ninetv (90) 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 Schedule Of Values

Contractor shall submit to the Owner, before the first Application for Payment, a schedule of values allocating the entire Contract Price to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.2 Applications For Payment

- 5.2.1 Contractor shall submit to the Owner an itemized Application for Payment prepared in accordance with the schedule of values for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner may require, such as copies of requisitions from

subcontractors and material suppliers and shall reflect retainage if provided for in the Agreement.

5.2.1.1 Such applications may include requests for payment on account of changes in the Work that have been properly authorized by written Change Orders.

5.2.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a subcontractor or material supplier unless such Work has been performed by others whom the Contractor intends to pay.

5.2.1.3 If requested by Owner or required elsewhere in the Agreement, each Application for Payment shall be accompanied by the following, all in a form and substance satisfactory to the Owner:

- a. With each Application for Payment: a current Sworn Statement from the Contractor setting forth all subcontractors and all material suppliers with whom the Contractor has subcontracted, the amount of each such subcontract, the amount requested for any subcontractor or material supplier in the Application for Payment, and the amount to be paid to the Contractor from such progress payment;
- b. With each Application for Payment: a duly executed Conditional Waiver and Release on Progress Payment from the Contractor and subcontractors establishing receipt of payment or satisfaction of the payment requested by the Contractor in the current Application for Payment;
- c. Commencing with the second Application for Payment submitted by the Contractor, a duly executed Unconditional Waiver and Release on Progress Payment from Contractor and all subcontractors, material suppliers and, where appropriate, lower tier subcontractors that have billed more than five thousand dollars (\$5,000) on a single application of payment, establishing receipt of payment or satisfaction of payment of all amounts requested on behalf of such entities and disbursed prior to submittal by the Contractor of the current Application for Payment;
- d. With the Final Application for Payment: Contractor shall submit a Conditional Waiver and Release on Final Payment as required by Texas Property Code, §53.284. Upon receipt of final payment, Contractor shall submit an Unconditional Waiver and Release on Final Payment as required by Texas Property Code, §53.284; and
- e. Such other information, documentation, and materials as the Owner, or the title insurer (if any) may require in order to ensure that Owner's property is free of lien claims. Such other documents may include, without limitation, original copies of lien or bond claim releases suitable for filing with the County Clerk in Williamson County, Texas.

5.2.2 Unless otherwise provided in the Agreement, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing.

Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

- 5.2.3** The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, bond claims, claims, security interests or encumbrances in favor of the Contractor, subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

5.2.3.1 The Contractor further expressly undertakes to defend Owner, at the Contractor's sole expense, against any actions, lawsuits, or proceedings brought against Owner as a result of liens filed against the Work, the site of any of the Work, the Project site and any improvements thereon, or any portion of the property of any of Owner (referred to collectively as "liens" in this paragraph), provided the Owner has paid Contractor pursuant to the requirements of the Agreement. The Contractor hereby agrees to indemnify and hold Owner harmless against any such liens or claims of lien and agrees to pay any judgment or lien resulting from any such actions, lawsuits, or proceedings.

5.2.3.2 The Owner shall release any payments withheld due to a lien or bond claims if the Contractor obtains security acceptable to the Owner, however, the Contractor shall not be relieved of any responsibilities or obligations under this paragraph, including, without limitation, the duty to defend and indemnify Owner.

5.2.3.3 Retainage. The Owner shall withhold from each progress payment, as retainage, five percent (5%) of the total earned amount. Retainage so withheld shall be managed in conformance with Texas Government Code, Chapter 2252, Subchapter B. Any request for reduction or release of retainage shall be accompanied by written consent of the Contractor's Surety. No such request shall be made until the Contractor has earned at least sixty-five percent (65%) of the total Contract Price.

5.2.3.4 For purposes of Texas Government Code, §2251.021 (a)(2), the date the performance of service is completed is the date when the Owner's representative approves the Application for Payment.

5.3 Certificates For Payment

5.3.1 The Owner will, within seven (7) business days after receipt of the Contractor's Application for Payment, issue a Certificate for Payment, with a copy to the Contractor, for such amount as the Owner determines is properly due, or notify the Contractor in writing of the Owner's reasons for withholding certification in whole or in part as provided.

5.3.2 The issuance of a Certificate for Payment will constitute a representation by the Owner, based

on the Owner's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Owner's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Agreement. The foregoing representations are subject to an evaluation of the Work for conformance with the Agreement upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Agreement prior to completion and to specific qualifications expressed by the Owner. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Owner has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Price.

5.4 Decisions To Withhold Certification

5.4.1 The Owner may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Owner's opinion the representations to the Owner required herein cannot be made. If the Owner is unable to certify payment in the amount of the Application, the Owner will notify the Contractor. If the Contractor or Contractor and Owner, as the case may be, cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount that can be certified. The Owner may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Owner's opinion to protect the Owner from loss for which the Contractor is responsible because of:

5.4.1.1 defective Work not remedied;

5.4.1.2 third party claims filed or reasonable evidence indicating probable filing of such claims;

5.4.1.3 failure of the Contractor to make payments properly to subcontractors or for labor, materials or equipment;

5.4.1.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;

5.4.1.5 damage to the Owner or a separate contractor;

5.4.1.6 failure to maintain the scheduled progress, or reasonable evidence that the Work will not be completed within the Contract Time;

5.4.1.7 failure to comply with the requirements of Texas Government Code, Chapter 2258 (Prevailing Wage Law);

5.4.1.8 failure to include sufficient documentation to support the amount of payment requested for the Project;

5.4.1.9 failure to obtain, maintain, or renew insurance coverage, payment/performance

bonds or warranty bond required by the Agreement; or
5.4.1.10 repeated failure to carry out the Work in accordance with the Agreement.

5.4.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

5.5 Progress Payments

5.5.1 The Owner shall make payment in the manner and within the time provided in the Agreement and in accordance with Texas Government Code, Chapter 2251.

5.5.2 The Contractor shall pay each subcontractor and material and equipment suppliers no later than ten (10) calendar days after receipt of payment from the Owner the amount to which the subcontractor or material and equipment suppliers is entitled. Payments to subcontractors may reflect the percentages actually retained from payments to the Contractor on account of the subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each subcontractor, require each subcontractor to make payments to Sub-subcontractors in a similar manner.

5.5.3 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven (7) calendar days, the Owner shall have the right to contact subcontractors to ascertain whether they have been properly paid. The Owner shall not have an obligation to pay or to see to the payment of money to a subcontractor, except as may otherwise be required by law.

5.5.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Agreement.

5.6 Failure Of Payment

5.6.1 If the Owner is required to issue Certificates for Payment and, through no fault of the Contractor, the Owner fails to timely issue Certificates for Payment in the time permitted in the Agreement, or if the Owner does not pay the Contractor by the date established in the Agreement, then the Contractor may, upon twenty-one (21) business days written notice to the Owner, stop the Work until payment of the amount owing has been received.

5.6.2 If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Agreement, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Agreement to the contrary, if the Contractor fails to promptly make any payment due the Owner, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective work, the Owner shall have an absolute right to offset such amount against the Contract Price and may, in the Owner's sole discretion, elect either to (1) deduct an amount equal to that which the Owner is entitled from

any payment then or thereafter due the Contractor from the Owner, or (2) issue a written notice to the Contractor reducing the Contract Price by an amount equal to that which the Owner is entitled.

5.7 Substantial Completion

- 5.7.1** Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Agreement so that the Owner can occupy or utilize the Work for its intended use; provided, however, that as a condition precedent to Substantial Completion, the Owner has received all certificates of occupancy and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Project.
- 5.7.2** When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment (punch list). Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the Agreement.
- 5.7.3** Upon receipt of the Contractor's punch list, the Owner will examine the Work to determine whether the Work or designated portion thereof is substantially complete. If the Owner's examination discloses any item, whether or not included on the Contractor's punch list, that is not sufficiently complete in accordance with the Agreement, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner. In such case, the Contractor shall then submit a request for another examination by the Owner to determine Substantial Completion.
- 5.7.4** When the Work or designated portion thereof is substantially complete, the Owner will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Unless otherwise provided, Contractor shall complete all items on the punch list within thirty (30) calendar days of Substantial Completion. Warranties required by the Agreement shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.
- 5.7.5** The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate of Substantial Completion. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage.

5.8 Partial Occupancy or Use

- 5.8.1** The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor,

provided such occupancy or use is consented to by the insurer, the surety, and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Agreement. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Owner as provided herein. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld.

- 5.8.2** Immediately prior to partial occupancy or use, the Owner and Contractor shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.
- 5.8.3** Partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Agreement.

5.9 Final Completion and Final Payment

- 5.9.1** Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner will make such inspection and, when the Owner finds the Work acceptable under the Agreement and the Agreement fully performed, the Owner will issue a final Certificate for Payment for the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. All warranties and guarantees required under or pursuant to the Agreement shall be assembled and delivered by the Contractor to the Owner as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Owner until all warranties and guarantees have been received and accepted by the Owner.
- 5.9.2** Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied, within the period of time required by Texas Government Code, Chapter 2251, (2) a certificate evidencing that insurance required by the Agreement to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least thirty (30) business days prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Agreement, (4) consent of surety to final payment, (5) a warranty bond in a form acceptable to Owner, and (6) other data establishing payment or satisfaction of obligations, such as receipts, unconditional full and final releases and waivers of liens, claims, security interests or encumbrances arising out of the Agreement, to the extent and in such form as may be designated by the Owner.
- 5.9.3** Acceptance of final payment by the Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and

identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 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
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Commercial General Liability (including premises, completed operations and contractual)	\$1,000,000
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Aggregate policy limits:	\$2,000,000
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- .4 Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
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Bodily injury (including death)	\$1,000,000	\$1,000,000
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Property damage	\$1,000,000	\$1,000,000
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Aggregate policy limits	No aggregate limit	
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- .5 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;
- 11.1.3** Because the Owner has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in the Agreement, or because the Owner has not made payment on an undisputed Certificate for Payment within the time stated in the Agreement; or
- 11.1.4** 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 further 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

ARTICLE 13 MISCELLANEOUS PROVISIONS:

13.1 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.

13.2 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.

13.3 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.

13.4 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.

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

13.6 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.

13.7 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.

13.8 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.

13.9 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.

13.10 No Waiver of Sovereign Immunity. Nothing herein shall be construed as a waiver of sovereign immunity by Owner.

13.11 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.

13.12 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.

13.13 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 #TIPS211001; 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 #TIPS 211001; and
5. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

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

OWNER:

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

By: _____

Printed Name: _____

Title: _____

Date: _____

CONTRACTOR:

G2 Construction Services, Inc.

By: 

Printed Name: Jimmy C. Gubson

Title: VICE PRESIDENT

Date: _____

Exhibit “A”

Plans and Specifications

Location of Work: Justice Center Complex, 405 Martin Luther King Jr. St., Georgetown, TX 78626

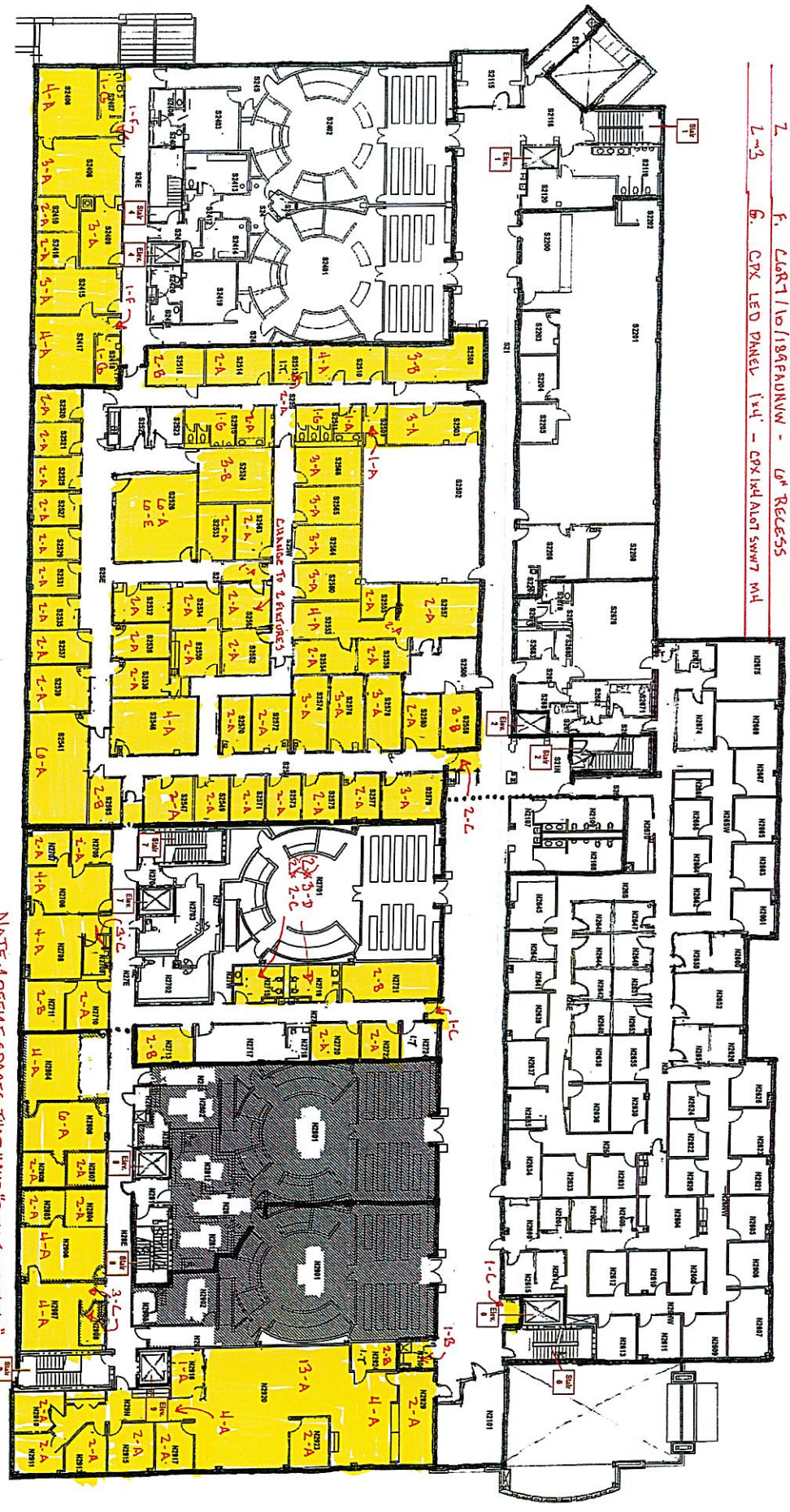
Scope of Work:

- Remove and replace all old fixtures with new LED's provided by County in areas highlighted in yellow, on the 1st and 2nd floors and attic per Exhibit A plans, and County standards
- Add switching per plan
- Undo daisy chained lights
- Add junction boxes and MC cable so that all lights have one whip
- Modify switching in offices with more than one light per Owner's request
- Two (2) 40-yard dumpsters for disposal of old fixtures
- Contractor will cover desks and computers in work areas and leave areas clean of any debris

NOTE - ADD-3-WAY SWITCHING AND SEPERATE FROM EXISTING SWITCH.

- 2-23-230 - A. CPX LED PANEL 2'x4' - CPX 2'x4 AL08 SWW7 M2
- 25-30 B. MNSL LED STRIP 4' - MNSL L48 MWLT 40K 80CRI M0
- 14-16 C. C8R10/15/14 - B. RECE55
- 6-7 D. MNSL LED STRIP 2' - MNSL L23 LIL MWLT 40K 80CRI M0
- 6 E. CPX LED PANEL 2'x4' - CPX 2'x4 AL07 SWW7 M4
- 2 F. C6R7/10/18R4P4UW - C6R RECE55
- 2-3 G. CPX LED PANEL 1'x4' - CPX 1'x4 AL07 SWW7 M4

CSC - 2025 LED LIGHTING UPGRADE 12/16/2024 D.S.



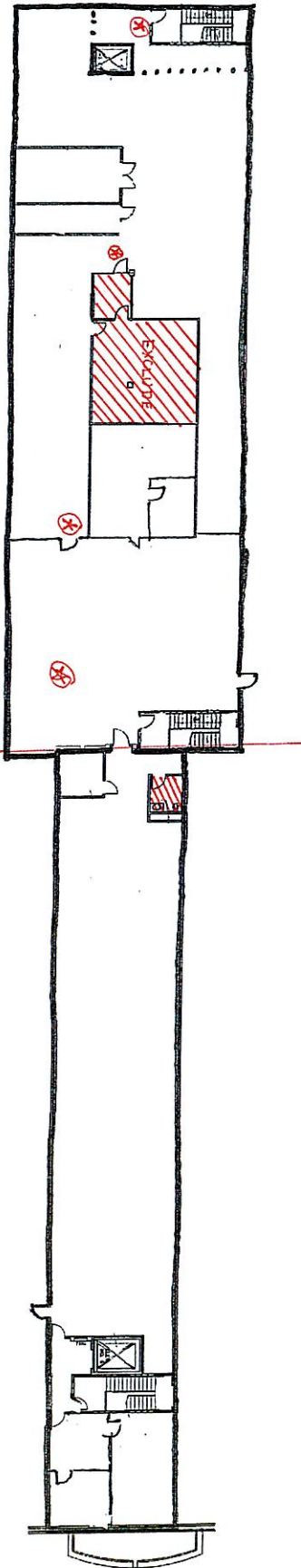
JUSTICE CENTER FLOOR 2

NOTE: OFFICE SPACES THAT HAVE "DUAL SWITCHING" SHALL USE ONE SWITCH FOR ONE LIGHT AND ONE SWITCH FOR THE OTHER (WHEN TWO LIGHTS) 2. IF MORE THAN TWO LIGHTS - ONE SWITCH FOR ONE LIGHT AND ONE SWITCH FOR OTHER(S) - BET WITH WILLIAMSON COURT FOR CLARITY.

JSJC-2025 LED LIGHTING UPGRADE D.S. 11/12/2024

PURPOSE: UPGRADE LIGHTING TO LED

SCOPE: REPLACE EXISTING FLUORESCENT FIXTURES (ONE FOR ONE) AND ADD EMERGENCY EXIT LIGHTS AS NEEDED.



JSJC ATTICK SOUTH LIGHT REPLACEMENT

- 27 - FLUORESCENT TO MNSL LED / UFITRA LED RETROFIT
- 1 - ECRG EXIT/EMERGENCY
- 6 - 2'x4' CPX
- 1 - 2'x2' CPX

NEW FIXTURE INSTALLATION:

- 4 - ECRG EXIT/EMERGENCY FIXTURES
- WILL REQUIRE THE INSTALLATION OF NEW CONDUIT/WIRING AND JUNCTION BOXES TIED TO EXISTING BRANCH CIRCUITS.

JSJC ATTICK NORTH LIGHT REPLACEMENT

- 14 - FLUORESCENT TO MNSL LED
- 1 - ECRG EXIT/EMERGENCY
- 9 - 2'x4' CPX

NEW FIXTURE INSTALLATION:

JUSTICE CENTER ATTIC



Standard – LT101	
Williamson County Lighting Standard	
Originated by: Approved by: Revision No. 1	Date Originated: 9/25/2023 Date Approved: Revision Date:

1.0 Purpose


Standardize scope of work for installation of new and replacement light fixtures.

2.0 Scope

All retro-fit and new of light fixtures installation and replacements in occupied or unoccupied Williamson County buildings.

3.0 Standard Installation Requirements:

- 3.1 One whip per fixture.
- 3.2 Only saddle type connectors shall be used for MC cable connectors.
- 3.3 MC Cable wiring insulation color shall match the correlating branch circuit color respectfully feeding the power to the light fixture.
- 3.4 Fixture whips will be supported by hangers above the acoustic ceiling within two feet of the fixture and within six feet afterwards.
- 3.5 Push pin wire connectors shall only be used within the light fixture junction box wiring harness and supplied by light fixture manufacturer.
- 3.6 All junction boxes knock outs shall be sealed and covered and junction box covers will be labeled with panelboard name, branch circuit, and voltage.
- 3.7 If more than three penetrations are made in one junction box, a minimum 4 and 11 square junction shall be used.
- 3.8 If more than six penetrations are made in one junction box, a minimum 12" X 12" by 4" junction box shall be used.
- 3.9 Two ceiling grid hanger wires shall be installed per light, for support. Exception: One ceiling light grid wire per exit light/emergency light.
- 3.10 Emergency lighting shall be stand alone light fixtures (per listed standard).
- 3.11 No dimming capability will be added other than what is manually operated by moving dip switches on the fixtures themselves.
- 3.12 Exterior fixtures, attached to the building, shall be sealed on the top and sides of the fixture from water intrusion between the building and the fixture.
- 3.13 Exterior fixtures shall not be fed by MC cable. ½" flexible metal conduit, ½" EMT minimum.
- 3.14 Installations shall meet or exceed the most recently adopted NEC and IBC code books correlating to the city the installation is in.

 SPECTRUM LIGHTING AUSTIN	Project 21-39015-3 WILLIAMSON COUNTY MAGISTRATE COURT Submitted By SPECTRUM LIGHTING INC AUSTIN	Catalog Number: 2VRTL F L48 15000LM ICW AP125FL 120 EZ1 35K 80CRI WH Note: VERIFY VOLTAGE AND LAMP COLOR	Type C
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FEATURES & SPECIFICATIONS

INTENDED USE — Vandal-resistant, damp location LED troffer for general illumination of potentially physically abusive public spaces and environments such as locker rooms, recreational facilities, schools, supervised behavioral centers and other vandal prone areas

Certain airborne contaminants may adversely affect the functioning of LEDs and other electronic components, depending on various factors such as concentrations of the contaminants, ventilation, and temperature at the end-user location. [Click here for a list of substances that may not be suitable for interaction with LEDs and other electronic components.](#)

CONSTRUCTION — The 20-gauge cold rolled steel housing, 18-gauge cold rolled steel door frame, tamper-resistant fasteners and polycarbonate lens stand-up to abuse. Swing-arms are 18 gauge, unpainted galvanized steel. Polycarbonate lens is UV stabilized and is available in two different thicknesses to meet demanding requirements. Number of visible door fasteners may vary. Tamper-resistant fasteners are TX15 security-type Torx® fasteners requiring a special tool or bit for access. Tool and bit are not included with fixture.

Finish—All CRS (cold rolled steel) parts are finished with electrostatically deposited, thermally set, polyester powder paint after fabrication.

OPTICS — Long-life LEDs, coupled with high-efficiency drivers, provide extended service life. Lumen maintenance of L80/60,000 hours, L70>100,000 hours.

ELECTRICAL — Thermally protected, resetting, Class P, HPF, non-PCB, UL listed, CSA certified driver is standard. LED driver delivers dimming from a 0-10V control signal. Dims to 1% standard.

Luminaire Surge Protection Level: Designed to withstand up to 6kV/3kA per ANSI C82.77-5-2015

INSTALLATION — Lay-in grid or in-ceiling sheet rock installation using swing-arms with range from 1" to 2" grid height. See drawings for other critical dimensions. Swing-arms are not intended to secure fixture without additional support. The VRTL utilizes tamper-resistant fasteners to prevent unauthorized access to luminaire. A TX15 Security Torx® Screwdriver or TX15 Security Torx® Bit is required to remove the door and access the internal luminaire components for installation. ^{Service.} The TX15 Security Torx® Screwdriver or bit is NOT SUPPLIED with fixture.

LISTINGS — CSA certified to meet U.S. and Canadian standards (UL1598 and UL8750) or NOM certified. IC rated, see footnote 5 for non-compliant configurations. Damp location listed standard.

Ambient temperature range is -4°F (-20°C) to 77°F (25°C). For use in ambient temperatures ranging from -4°F (-20°C) to 104°F (40°C) with the exception of 10000LM(1X4), 12000LM(2X2) and 20000LM(2X4). These lumen packages are for use in ambient temperatures ranging from -4°F (-20°C) to 77°F (25°C).

WARRANTY — 5-year limited warranty. Complete warranty terms located at:

www.acuitybrands.com/support/customer-support/terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application.

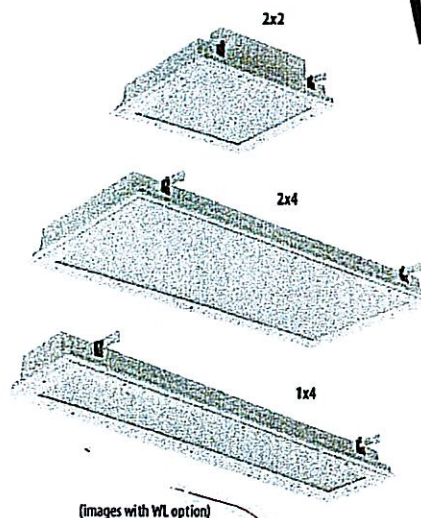
All values are design or typical values, measured under laboratory conditions at 25 °C.

Specifications subject to change without notice.

Catalog Number
Notes
Type

LED Recessed Vandal Resistant Troffer

VRTL



CSA+ Capable Luminaire

This item is an A+ capable luminaire, which has been designed and tested to provide consistent color appearance and out-of-the-box control compatibility with simple commissioning.

- All configurations of this luminaire meet the Acuity Brands' specification for chromatic consistency
- This luminaire is part of an A+ Certified solution for nLight® or XPoint™ Wireless control networks marked by a **shaded background***

To learn more about A+, visit www.acuitybrands.com/aplus.

*See ordering tree for details



Catalog Number
Notes
Type

Contractor Select™ CPX™ LED Panel

CPX™ from Lithonia lighting is the perfect choice for a quality LED panel at an affordable price. The smooth, even lens projects a crisp and clean aesthetic. CPX is the perfect choice for budget-conscious school, commercial office, or small retail footprint projects.

FEATURES:

- Industry standard wattages
- Long-life LEDs maintain greater than 70% of their lumen output at 50,000 hours
- 0-10V dimming driver, dims to 10%

WEIGHT:

2x2

Unit: 6.39lbs

Unit Carton: 7.72lbs

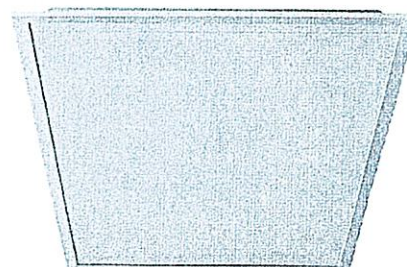
Master Carton: 30.42lbs

2x4

Unit: 11.02lbs

Unit Carton: 13.89lbs

Master Carton: 27.78lbs



Catalog Number	UPC	Description	Lumens	Input Watts	CCT	CRI	Voltage	Pallet qty.
CPX 2X2 3200LM 35K M4	191848338537	2x2 LED Panel	3555	31.5	3500K	80	120-277V	40
CPX 2X2 3200LM 40K M4	191848338650	2x2 LED Panel	3659	31.5	4000K	80	120-277V	40
CPX 2X2 3200LM 50K M4	193048313642	2x2 LED Panel	3737	31.5	5000K	80	120-277V	40
CPX 2X4 4000LM 35K M2	191848338490	2x4 LED Panel	4543	38.9	3500K	80	120-277V	20
CPX 2X4 4000LM 40K M2	191848338506	2x4 LED Panel	4692	38.9	4000K	80	120-277V	20
CPX 2X4 4000LM 50K M2	193048313680	2x4 LED Panel	4766	38.9	5000K	80	120-277V	20
CPX 1X4 AL07 SWW7 M4	194994568063	1X4 Switchable Panel	See Switchable Table	See Switchable Table	3500K/4000K/5000K	>80	120-277V	40
CPX 2X2 AL07 SWW7 M4	193048542806	2X2 Switchable Panel	See Switchable Table	See Switchable Table	3500K/4000K/5000K	>80	120-277V	40
CPX 2X4 AL08 SWW7 M2	193048542844	2X4 Switchable Panel	See Switchable Table	See Switchable Table	3500K/4000K/5000K	>80	120-277V	20

NOTES

1. ILBLP CP10 HE SD A remote mounted only. See ILBLP CP10 HE SD B spec sheet and ELA-PSMK-PSMKSD-PSDMT-PSRME remote mounting enclosure spec sheet here.



Accessories: Order as separate catalog number.

ILBLP CP10 HE SDA	IOTA 10 Watt Constant Power, High Efficiency LED Emergency Driver for CA Title 20 ¹
DGA14	Drywall grid adapter for 1X4 recessed fixture.
DGA22	Drywall grid adapter for 2x2 recessed fixture.
DGA24	Drywall grid adapter for 2x4 recessed fixture.
1X4SMKSH	Multi-Use Surface Mount Kit 1X4, Shallow Depth
2X2SMKSH	Multi-Use Surface Mount Kit 2x2, Shallow Depth
2X4SMKSH	Multi-Use Surface Mount Kit 2x4, Shallow Depth
1X4SMKSH PAF	Multi-Use Surface Mount Kit 1X4 Post-Paint
2X2SMKSH PAF	Multi-Use Surface Mount Kit 2X2 Post-Paint
2X4SMKSH PAF	Multi-Use Surface Mount Kit 2X4 Post-Paint
PAC 2DNF 36	Panel Air Craft Kit, 2 cables with Y splitter, No Power Feed, 36 inches. Recommended for 1X4 or 2X2 Panel Fixtures only.
PAC 2DF 36	Panel Air Craft Kit, 2 cables with Y splitter, with Power Feed, 36 inches. Recommended for 1X4 or 2X2 Panel Fixtures only. ¹
PAC 4DNF 36	Panel Air Craft Kit, 4 cables, No Power Feed, 36 inches. Recommended for 2X4, 1X4 or 2X2 Panel Fixtures.
PAC 4DF 36	Panel Air Craft Kit, 4 cables, with Power Feed, 36 inches. Recommended for 2X4, 1X4 or 2X2 Panel Fixtures. ¹
PAC 2DNF 72	Panel Air Craft Kit, 2 cables with Y splitter, No Power Feed 72 inches. Recommended for 1X4 or 2X2 Panel Fixtures only.
PAC 2DF 72	Panel Air Craft Kit, 2 cables with Y splitter, with Power Feed, 72 inches. Recommended for 1X4 or 2X2 Panel Fixtures only. ¹
PAC 4DNF 72	Panel Air Craft Kit, 4 cables, No Power Feed, 72 inches. Recommended for 2X4, 1X4 or 2X2 Panel Fixtures.
PAC 4DF 72	Panel Air Craft Kit, 4 cables, with Power Feed, 72 inches. Recommended for 2X4, 1X4 or 2X2 Panel Fixtures. ¹
RK8BDP 2P U	Disconnect Plug (BDP), 2 Pole, Package of 1
RK8BDP 3P U	Disconnect Plug (BDP), 3 Pole, Package of 1
RK8BDP 2P J10	Disconnect Plug (BDP), 2 Pole, Package of 10
RK8BDP 2P J40	Disconnect Plug (BDP), 2 Pole, Package of 40

Switchable Table						
Size(ft)	Nomenclature	Lumen Package	CCT	Lumen	Wattage	Efficacy
1x4	CPX 1X4 AL07 SWW7 H4	Low Lumen	3500K	2430	19.7	123.4
			4000K	2594	19.7	131.7
			5000K	2483	19.5	127.3
		Med Lumen	3500K	3289	28.4	115.8
			4000K	3583	27.2	131.7
			5000K	3369	28.2	119.5
		High Lumen	3500K	3914	35.7	109.6
			4000K	4280	33.7	127
			5000K	4009	35.5	112.9
2x2	CPX 2X2 AL07 SWW7 H4	Low Lumen	3500K	2399	19.1	125.6
			4000K	2570	18.5	138.9
			5000K	2456	19.1	128.6
		Med Lumen	3500K	3356	28.7	116.9
			4000K	3649	27.5	132.7
			5000K	3427	28.5	120.2
		High Lumen	3500K	4131	37.5	110.2
			4000K	4564	35.8	127.5
			5000K	4212	37.3	112.9
2x4	CPX 2X4 AL08 SWW7 H2	Low Lumen	3500K	3813	28.94	131.8
			4000K	4033	28.1	143.5
			5000K	3938	28.86	136.5
		Med Lumen	3500K	4677	36.8	127.1
			4000K	5009	35.55	140.9
			5000K	4834	36.65	131.9
		High Lumen	3500K	6048	50.56	119.6
			4000K	6563	48.53	135.2
			5000K	6241	50.24	124.2

NOTES

1. For MVOLT only, not available with 347V.



Specifications

INTENDED USE:

CPX is a low-glare panel featuring an external driver. This cost-effective, reliable panel is visually comfortable and can be recessed mounted. Suitable for many applications such as schools, offices, retail, convenience stores and other commercial spaces. **Certain airborne contaminants can diminish integrity of acrylic.** [Click here for Acrylic Environmental Compatibility table for suitable uses.](#) Adjustable Lumen (ALO7, ALO8) and Switchable White (SWW7) configurations available. U.S. Patent No. 10,681,784.

CONSTRUCTION:

The extruded aluminum frame with satin white lens provides excellent shielding and uniform luminance. The low-profile design of CPX provides increased installation flexibility especially in restricted plenum spaces. The backplate includes integral T-bar clips for installation into T-grid ceilings.

ELECTRICAL:

Long-life LEDs, coupled with a high-efficiency driver, provide superior illumination for extended service life. Greater than 70% LED lumen maintenance at 50,000 hours (L70>50,000). 0-10V dimming driver, dims to 10% and contains non-isolated dimming leads.

LISTINGS:

CSA certified to meet US and Canadian standards. Damp location listed. IC rated. IP5X Rated. DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified. Rated for NSF/ANSI Standard 2 - Light Fixture for Splash Zone and Non Food Zone. NOM Certified.

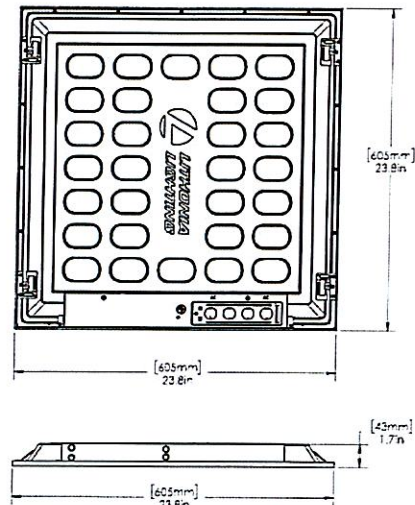
WARRANTY:

5-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions

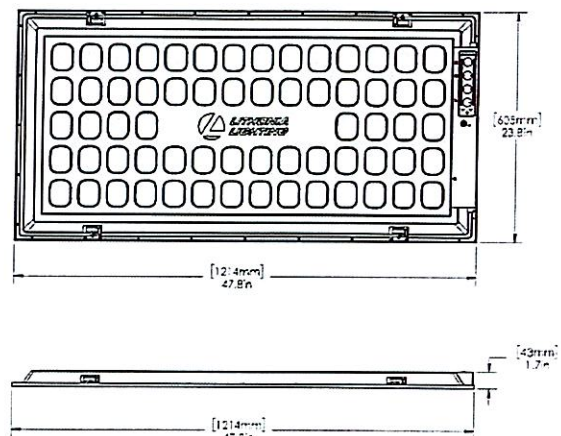
Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.

Dimensions

2'x2'



2'x4'



All dimensions are inches (millimeters) unless otherwise indicated.

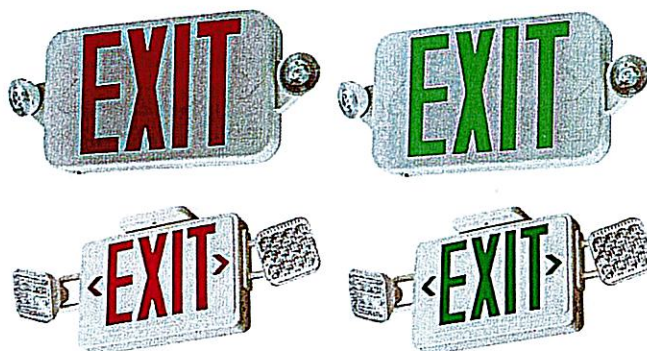


Catalog Number
Notes
Type

Contractor Select™

ECRG

Lithonia Lighting Basics™
Emergency Light/Exit Combo



The Lithonia Lighting® ECRG, is a combination of exit and emergency lighting. The ECRG is ideal for safely illuminating the path of egress above-the-door in small spaces at lower mounting heights while providing 90 minutes of emergency power. Available in red and green letters.

FEATURES:

- Internal toggle switch for red or green exit
- Test switch and status indicator
- UL indoor damp location 50°F to 104°F (10°C to 40°C) listed standard
- ECRG RD: multi-voltage 120-277V, 50/60Hz
- ECRG SQ: dual-voltage 120/277, 60Hz



† Exit Signs Certified in the CA Title 20 Appliance Efficiency Database.

Catalog Number	UPC	Description	Supply Voltage	Input Wattage		Input Amps		Pallet Qty	Carton Qty
				120	277	120	277		
ECRG RD M6	00194994900412	Red/Green LED Exit/Unit Combo, Round Lamp Heads	120-277V	2W	2W	.03	.02	360	6
ECRG HO RD M6	00194994900429	Red/Green LED Exit/Unit Combo with remote capacity, Round Lamp Heads	120-277V	2.8W	2.8W	.05	.03	360	6
ECRG SQ M6	00194994900467	Red/Green LED Exit/Unit Combo, Square Lamp Heads	120/277V	3.5W	3.5W	.03	.02	360	6
ECRG HO SQ M6	00194994900504	Red/Green LED Exit/Unit Combo with remote capacity, Square Lamp Heads	120/277	4W	4W	.03	.02	360	6

Battery Capacity and Loading (HO only)

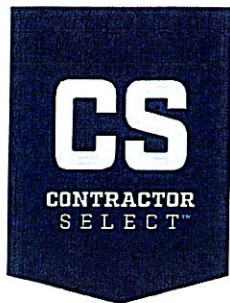
Battery	Total Capacity	Maximum# Remote Lamp Heads*
3.6V	2W (ECRG RD)	2 - ERE W SGL RD M24 1 - ERE W T RD M24 2 - ERE GY SGL WP RD M12 1 - ERE GY T WP RD M12
	3W (ECRG SQ)	3 - ERE GY SGL WP SQ M12 1 - ERE GY T WP SQ M12

* Remotes are in addition to the lamp heads on the product.

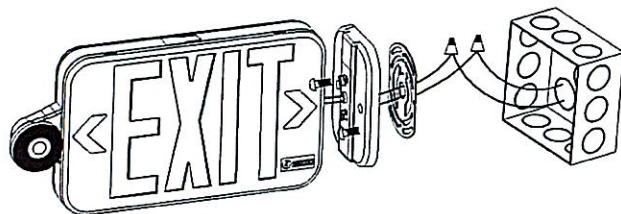
Accessories: Order as separate catalog number.

ERE W SGL RD	Single, LED indoor remote head, round, ivory white, .75W, 3.6V input. See spec sheet ERE-1
ERE W T RD	Twin, LED indoor remote head, round, ivory white, 1.5W, 3.6V input. See spec sheet ERE-1
ERE GY SGL WP RD	Single, LED weather-proof head, round, gray, 0.75W, 3.6V input. See spec sheet ERE-1
ERE GY T WP RD	Twin, LED weather-proof head, round, gray, 1.5W, 3.6V input. See spec sheet ERE-1
ERE GY SGL WP SQ	Single, LED weather-proof remote head, square, gray, 1W, 3.6V-12V voltage sensing. See spec sheet ERE-1
ERE GY T WP SQ	Twin, weather-proof, remote head, square, gray, 2W, 3.6V-12V voltage sensing. See spec sheet ERE-1
ELA WG3	Wireguard (back mount), 30 5/8"W x 13 3/4"H x 6"D. See spec sheet ELA-WG .

1 Only available with HO option.



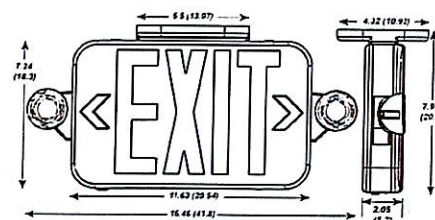
ECRG side/end mount example



Dimensions

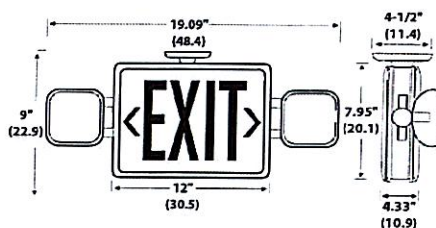
ECRG RD

Length:
16.46 (41.8)
Depth:
2.05 (5.2)
Height:
7.24 (18.3)
Weight:
RD - 1.9 (0.86kgs)
HO RD - 1.95 (0.88kgs)



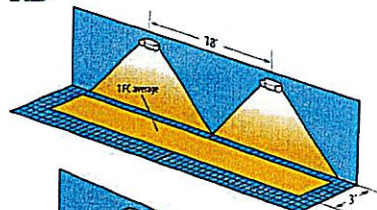
ECRG SQ

Length:
19.09 (48.4)
Depth:
4.33 (10.9)
Height:
7.95 (20.1)
Weight:
SQ - 3.09 lbs. (1.40kgs)
HO SQ - 3.25 lbs (1.47kgs)

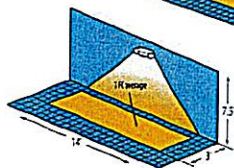


All dimensions are inches (centimeters)
unless otherwise indicated.

ECRG RD

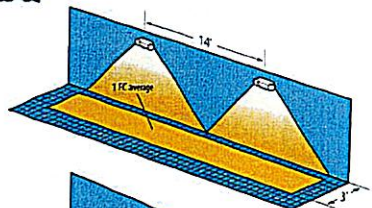


Example of multiple
ECRG RD luminaires
illuminating a 3'
path of egress.

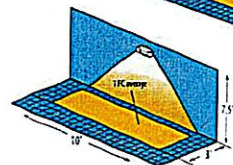


Example of single ECRG RD illuminating
a 3' path of egress.

ECRG SQ



Example of multiple
ECRG SQ luminaires
illuminating a 3' path
of egress.



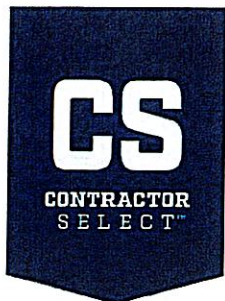
Example of single ECRG SQ illuminating
a 3' path of egress.

Spacing guidelines

Maximum Spacing Guidelines ¹							
Series	Mounting Height	Illumination Level	Single Luminaire		Multiple Luminaires		Application Notes
			3' Path of Egress	6' Path of Egress	3' Path of Egress	6' Path of Egress	
ECRG RD	7.5'	1FC Avg	14'	10'	18'	14'	"100' Corridor 8' wide, and 9' high with 80/50/20 reflectances"
ECRG SQ	7.5'	1FC Avg	10'	6'	14'	11'	

Notes:

- Also meets the additional illumination requirements of NFPA 101: 1FC minimum and max/min ratio of 40:1.



Specifications

INTENDED USE:

Provides a minimum of 90 minutes illumination for the rated wattage upon loss of AC power to meet code required emergency lighting. Ideal for applications requiring low profile, emergency unit for lower mounting heights. The ECRG has an internal switch that ships standard as a red emergency light/exit combo and can be switched in the field to green. It is also packaged standard with an extra faceplate along with red and green inserts.

CONSTRUCTION:

The housing is a standard white thermoplastic with a compact and low-profile design with all-inclusive lamp, reflector and lens assembly. It is SVA flame rated and impact-resistant.

OPTICS:

The typical life of the LED is 10 years.

ECRG is 0.75W white LED per lamp head

ECRG SQ is 1W LED per lamp head.

CRI: RD 80CRI
SQ 75CRI

CCT: RD 6200K
SQ 6200K

Lumen: RD 85 lumens
SQ 113 lumens

ELECTRICAL:

ECRG RD: multi-voltage 120-277V, 50/60Hz.

ECRG SQ: dual-voltage 120/277, 60Hz.

Bi-color LED status indicator for battery condition. (Green-normal, Red-check battery).

ECRG HO RD has 2W of remote capacity and ECRG HO SQ has 3W of remote capacity.

BATTERY: 3.6V maintenance-free, rechargeable, Nickel metal hydride.

INSTALLATION:

ECRG RD: Top, end and back mount.

ECRG SQ: Top, end and back mount.

Mounting pattern on canopy (top and side mount) and back plate (back mount) fits most standard size junction boxes.

LISTINGS:

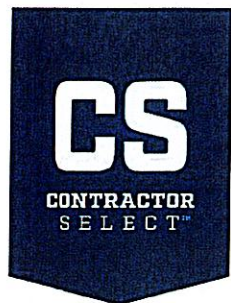
UL Listed. Meets all applicable requirements for UL 924, NFPA 101 (current Life Safety Code), NFPA 70 (NEC), FCC Title 47, Part 15, Subpart B and OSHA.

Indoor damp location 50°F to 104°F (10°C to 40°C) listed.

WARRANTY:

2-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.



Specifications

INTENDED USE:

LED lighted exit signs for marking the means of egress in accordance with Life Safety Code NFPA 101. The EXRG has an internal switch that ships standard as a red exit and can be switched in the field to green. It is also packaged standard with an extra faceplate along with red and green inserts.

CONSTRUCTION:

Injection-molded, flame-retardant, high-impact, thermoplastic housing with snap-fit design components for easy installation. Universal J-box pattern. Universal chevrons are easily removed for directional indication.

Fully assembled single face with extra faceplate for easy field-conversion to double face.

Letters 6" high with 3/4" stroke, with 100 ft viewing distance rating, based on UL924 standards.

OPTICS:

The typical life of the LED lamp is 10 years.

ELECTRICAL:

Dual-voltage input 120V or 277VAC. Non-emergency (AC only without battery) or Emergency exit with battery. The emergency model includes the test switch, status indicator and rechargeable battery.

Battery: (EL models) maintenance-free Nickel metal hydride battery provides 90 minutes of emergency power.

INSTALLATION:

Top, back or end mounting capability (canopy included).

LISTINGS:

UL Listed. Meets UL 924, NFPA 101 (current Life Safety Code), NFPA 70-NEC, FCC Title 47, Part 15, Subpart B and OSHA illumination standards. Indoor damp location 50° to 104°F (10°C to 40°C) listed standard.

WARRANTY:

2-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at:

www.acuitybrands.com/support/warranty/terms-and-conditions

All life safety equipment, including emergency lighting for path of egress must be maintained, serviced, and tested in accordance with all National Fire Protection Association (NFPA) and local codes. Failure to perform the required maintenance, service, or testing could jeopardize the safety of occupants and will void all warranties.

Note: Actual performance may differ as a result of end-user environment and application.

All values are design or typical values, measured under laboratory conditions at 25 °C.

Specifications subject to change without notice.

Dimensions

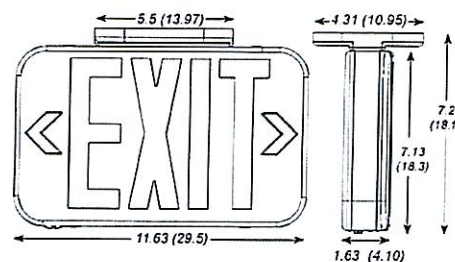
Length: 11.63 (29.5)

Depth: 1.63 (4.1)

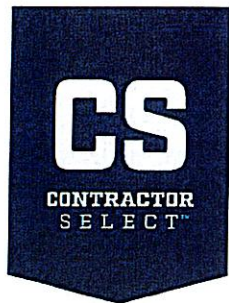
Height: 7.2 (18.3)

Weight: EL: 1.6 LB

AC: 1.59 LB



All dimensions are inches (centimeters) unless otherwise indicated.



Specifications

INTENDED USE:

Provides a minimum of 90 minutes illumination for the rated wattage upon loss of AC power to meet and exceed code required emergency lighting. Ideal for applications requiring attractive LED unit equipment with quick installation and unparalleled performance for lower mounting heights.

CONSTRUCTION:

The housing is a standard white thermoplastic with a compact and low-profile contemporary design. It is 5VA flame rated, impact-resistant, scratch-resistant and corrosion proof. The UV-stable resin resists discoloration from natural and man-made light sources. The back-plate contains a universal j-box mounting pattern to facilitate ease of installation on a wide variety of j-boxes and the front housing allows tool-less access for ease of maintenance.

OPTICS:

The typical life of the LED is 10 years. Two 1.2W LED Lamps.

ELECTRICAL:

Orderable in multiple voltages. Emergency unit provided with test switch, status indicator and rechargeable battery. Sealed, maintenance-free nickel-cadmium or Lithium Iron Phosphate battery provides at least 90 minutes of emergency power.

INSTALLATION:

Wall and ceiling mount. Tool-less removal of front cover from back-plate for ease of installation and maintenance.

LISTINGS:

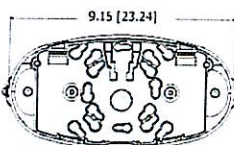
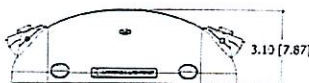
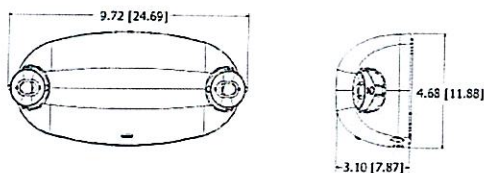
UL damp location listed standard and wet location listed when used with the WPVS accessory, all at 50-104°F (10-40°C). Meets or exceeds all applicable requirements for UL 924, NFPA 101 (current Life Safety Code), NFPA 70 (NEC), NOM (Norma Oficial Mexicana), California Energy Commission Title 20 section 1605.3 (W)(4), FCC Title 47, Part 15, Subpart B and OSHA. List and labeled to comply with Canadian Standards C22.2 No. 141-10.

WARRANTY:

5-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: www.acuitybrands.com/support/customer-support/terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.

Dimensions



Length: 9.72 (24.69)
Depth: 3.10 (7.87)
Height: 4.68 (11.88)
Weight: 1.31lbs (0.59kg)

All dimensions are inches (centimeters) unless otherwise indicated.

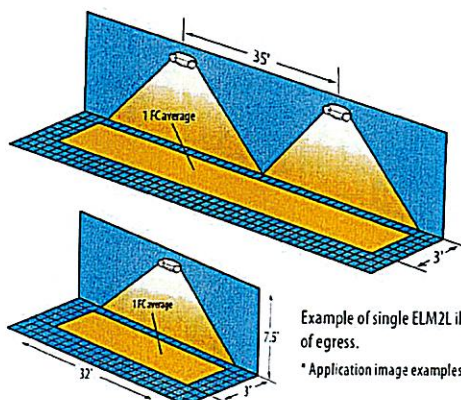
Spacing guidelines

Maximum Spacing Guidelines — ELM2L						
Mounting Height	Illumination Level	Single Luminaire Coverage		Multiple Luminaire Spacing		Application Notes
		3' Path of Egress	6' Path of Egress	3' Path of Egress	6' Path of Egress	
7.5'	1FC Avg ¹	32'	24'	35'	28'	100' Corridor, 8' wide, and 12' high with 80/50/20 reflectances
10'	1FC Avg ¹	20'	14'	27'	23'	

Notes:

1. Also meets the additional illumination requirements of NFPA 101: 1FC minimum and max/min ratio of 40:1.

*Note: To see complete photometric report or download the .ies file for this product, visit Lithonia Lighting ELM2L home page.



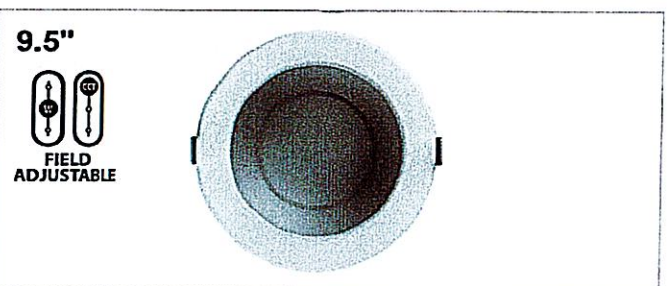
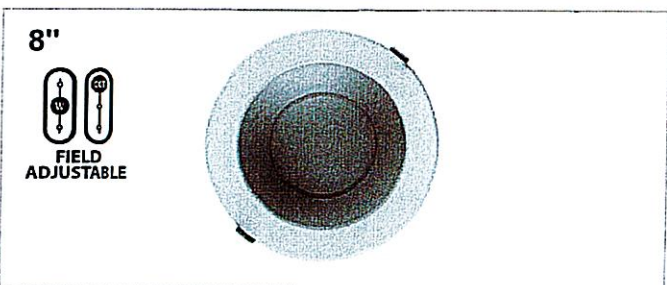
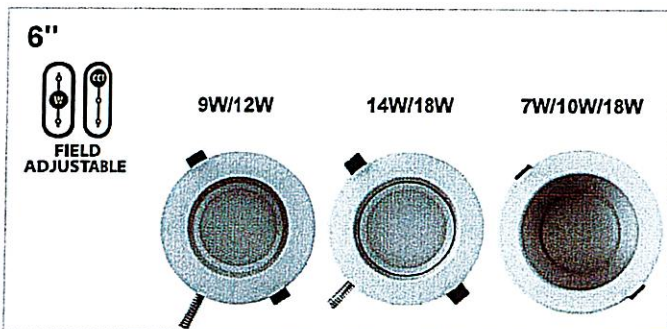
Example of multiple ELM2L luminaires illuminating a 3' path of egress.

Example of single ELM2L illuminating a 3' path of egress.

* Application image examples are using LP220L lamp.

Performance Downlight Field-Adjustable

RAB



Features

- High Performance LEDs for commercial applications
- Replacement for traditional Compact Fluorescent recessed downlights
- Compatible with new construction or retrofit installations
- UL wet and Energy Star rated
- Meets air-tight requirements
- Lumen and CCT Selectable
- Matte white smooth trim finish
- Available in 3 CCTs: 3000K, 3500K, 4000K
- 0-10V dimmable
- Spring loaded retention clips
- 5-Year, No-Compromise Warranty

Project:

Type:

Prepared by:

Date:

Technical Specifications

CCT and Lumen Selectable:

Choose lumen output and color temperature before installation with integrated switch

UL Listed & UL Classified

Suitable for wet locations

Energy Star V2.2:

This product is Energy Star® Version 2.2 Certified.

California Title 24:

Can be used to conform with the requirements of California Title 24 Part 6

Dimming Driver:

Driver includes dimming control wiring for 0-10V dimming systems. Requires separate 0-10V DC dimming circuit. Dims as low as 10%

Input Voltage:

120V through 277V

Operating Frequency:

50/60Hz

Lifespan:

50,000-hour LED lifespan based on IES LM-80 results and TM-21 calculations

LEDs:

Long-life, high-efficacy surface-mount LEDs

R9 Value:

High color performance with R9 greater than or equal to 50

Flicker:

Silent and flicker free operations of less than 30%

IC Rated:

Suitable for direct contact with insulation

Air Tight:

Housing certified Air Tight as per ASTM E283

Trim:

Smooth Trim

Housing:

Constructed from durable steel sheet metal

Maximum Ambient Temperature:

Suitable for use in 40°C (104°F)

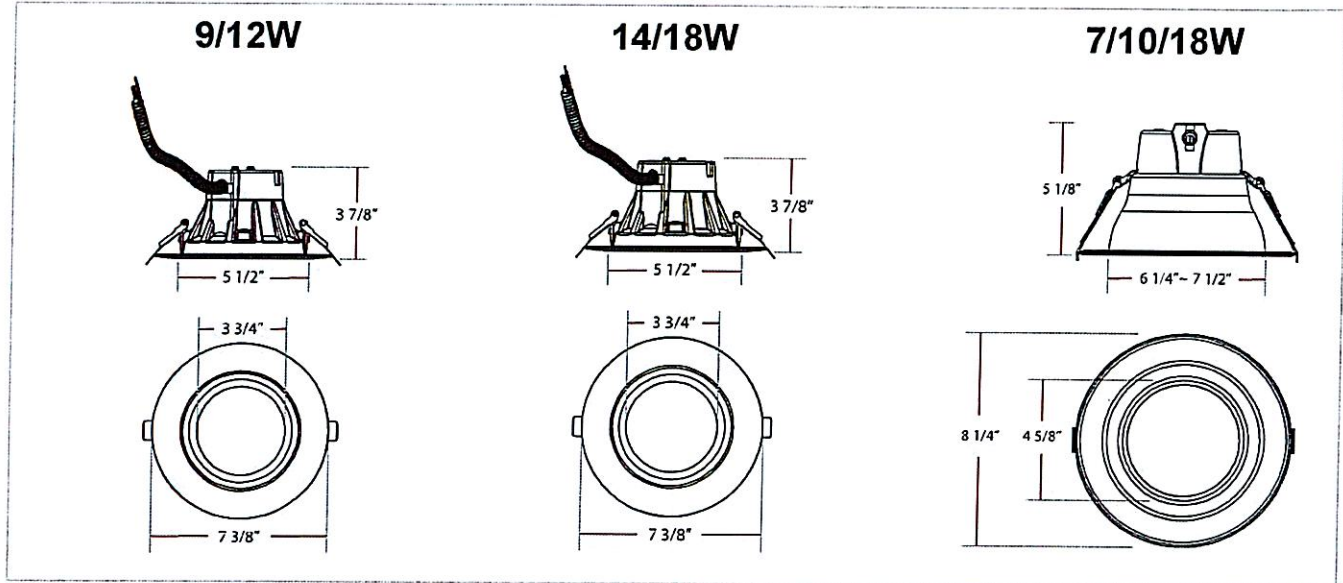
Finish:

Matte White

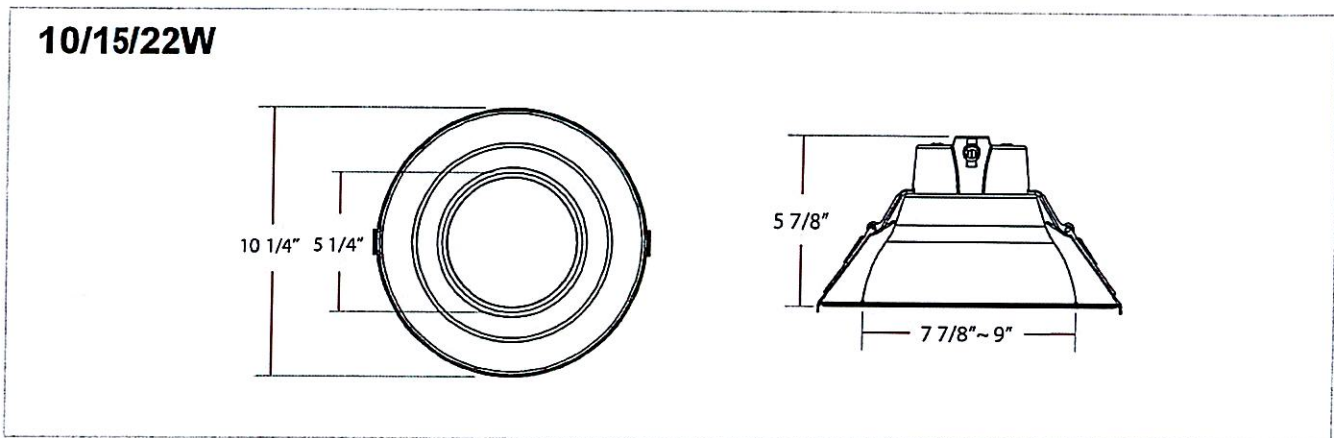
Dimensions

RAB

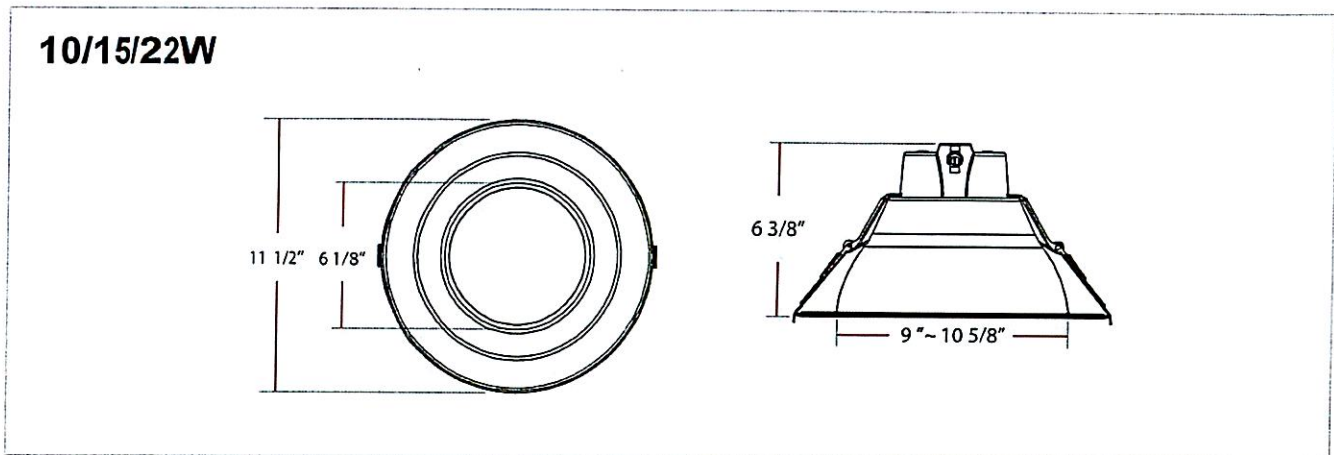
6"



8"



9.5"




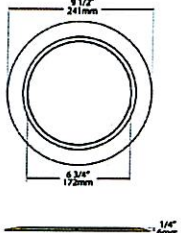

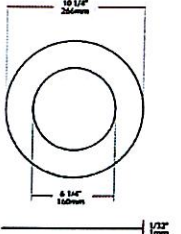

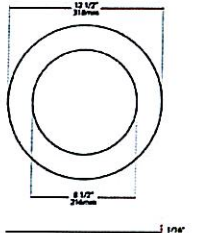

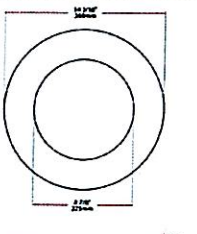
Performance

RAB

2 Lumen Output	Size	Wattage	Lumens	Efficacy (lm/W)	Color Accuracy (CRI)
C6R9/129FAUNVW 3000K 3500K 4000K	6"	9/12	700 lm 900 lm	78	90
C6R14/189FAUNVW 3000K 3500K 4000K	6"	14/18	1200 lm 1500 lm	86	90
3 Lumen Output	Size	Wattage	Lumens	Efficacy (lm/W)	Color Accuracy (CRI)
C6R7/10/189FAUNVW 3000K 3500K 4000K	6"	7/10/18	700 lm 1000 lm 1500 lm	100	90
C8R10/15/229FAUNVW 3000K 3500K 4000K	8"	10/15/22	1000 lm 1500 lm 2000 lm	100	90
C9.5R20/25/329FAUNVW 3000K 3500K 4000K	9.5"	20/25/32	2000 lm 2500 lm 3000 lm	100	90

Accessories


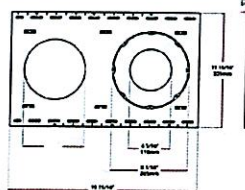

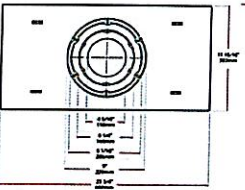
RAB

Images	SKU Number	Description	Construction	Dimensions	Case Qty
Goof Rings - Plastic					
	DL6-8GOOF/R/P	6" Goof Ring for 6" Downlight - 2 Lumen Output Models	Robust Polycarbonate construction. Matte White Finish		
Goof Rings - Metal					
	DL8-10GOOF/R/M	10" Goof Ring for 8" Downlight - 3 Lumen Output Model	High-quality steel construction White powder coat finish		
	DL10-12GOOF/R/M	12" Goof Ring for 9.5" Downlight - 3 Lumen Output Model	High-quality steel construction White powder coat finish		
	DL12-14GOOF/R/M	12" Goof Ring for 9.5" Downlight - 3 Lumen Output Model	High-quality steel construction White powder coat finish		


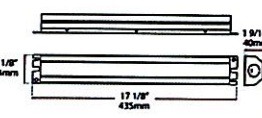


Accessories

RAB

Mounting Plates

	DLPLATE/SJ	New Construction Plate for Stud/Joist mounting for use with 4", 6" smooth and baffle models	Sturdy galvanized steel construction		10
	DLPLATE/T	New Construction or Remodel Plate for T-Grid ceilings for use with 4", 6" smooth and baffle models	Sturdy galvanized steel construction		10

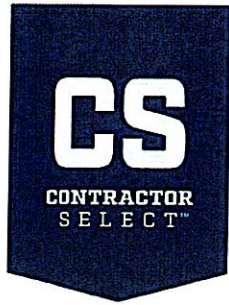
Emergency Driver

	DRI-25-EMGR-DC	Emergency Driver	Sturdy galvanized steel construction		4
	BRACKET_TG_DRI	T-Grid bracket for Emergency Driver	Sturdy galvanized steel construction		12

Ordering Matrix



Product	Size	Shape	Wattage	CRI/Color Temp	Voltage	Finish
C		R		9FA	UNV	W
	6 6" 8 8" 9.5 9.5"	R Round	700lm-1500lm 7/10/18 700lm-900lm 9/12 1000lm-2000lm 10/15/22 1200lm-1500lm 14/18 2000lm-3000lm 20/25/32	9FA 90 CRI, Field Adjustable	120-277V UNV	W White



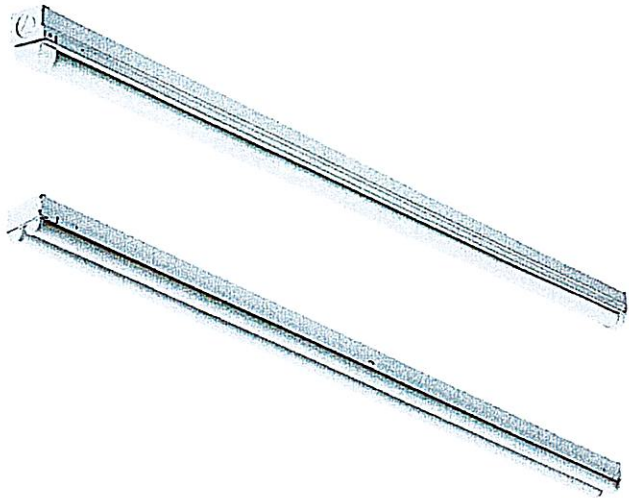
Catalog Number	MNSL L48 2LL MVOLT 40K 80CRI M6
Notes	
Type	WILCO Standard LED Striplight

Contractor Select™ MNSL LED Striplight

The basic, non-dimming, damp location MNSL strip lights mount individually or in continuous rows to the ceiling or wall, both horizontally or vertically.

FEATURES:

- Diffuse polycarbonate lens providing a single smooth line of light shaped to resemble a fluorescent tube
- Quick and simple to install with the snap-lock tool-less channel cover
- Ideal choice for commercial task lighting, restrooms, under/over cabinet, storage closets and displays



*Prolonged use at 55°C, may impact long-term performance

Catalog Number	UPC	Description	Lumens	Wattage	Voltage	Color Temperature	Color Rendering Index	Pallet Quantity
MNSL L23 1LL MVOLT 40K 80CRI M6 ‡	00193048379051	2' 1-Light MVOLT LED Strip Light	1,250	11	MVOLT (120-277)	4000K	80CRI	500
MNSL L24 2LL MVOLT 40K 80CRI M6 ‡	00190887018707	2' 2-Light MVOLT LED Strip Light	2,500	20	MVOLT (120-277)	4000K	80CRI	288
MNSL L46 1LL MVOLT 40K 80CRI M6	00191723219845	4' 1-Light MVOLT LED Strip Light	2,500	20	MVOLT (120-277V)	4000K	80 CRI	168
MNSL L48 2LL MVOLT 40K 80CRI M6 ‡	00190887018776	4' 2-Light MVOLT LED Strip Light	4,500	35	MVOLT (120-277V)	4000K	80 CRI	168
MNSL L96 2LL MVOLT 40K 80CRI ‡	00190887018844	8' 2-Light MVOLT LED Strip Light	9,000	73	MVOLT (120-277V)	4000K	80 CRI	99

More configurations are available. [Click here](#) or visit www.acuitybrands.com and search for MNSL LED.

‡ These configurations are energy star rated.

Accessories: Order as separate catalog number.

HC36	Chain hanger and jack chain, 36" (pair)
ZACVH	Aircraft cable 10' (one pair)
SQ	Swivel-stem hanger (specify length in 2" increments)
MNLK J80XCVR M12	Junction box cover with hardware, white



Specifications

INTENDED USE:

Inspired by classic fluorescent strip channels, this LED fixture offers a traditional appearance that incorporates the latest technology. Available in multiple lengths and lumen packages. Ideal for use in commercial, retail, office, warehouse and display applications. Certain airborne contaminants can diminish the integrity of acrylic and/or polycarbonate. Click here for Acrylic-Polycarbonate Compatibility table for suitable uses.

Certain airborne contaminants may adversely affect the functioning of LEDs and other electronic components, depending on various factors such as concentrations of the contaminants, ventilation, and temperature at the end-user location. [Click here for a list of substances that may not be suitable for interaction with LEDs and other electronic components.](#)

CONSTRUCTION:

Compact-design channel and cover are formed from code-gauge, cold-rolled steel. Easy to install row aligner included with 2LL versions for continuous row mounting. High-gloss, baked white enamel finish (standard).

OPTICS:

LEDs provided 80+ color rendering index (CRI) at 4000K. Diffuse polycarbonate lens provides smooth, linear illumination which is designed to resemble the classic look of traditional fluorescent tubes.

ELECTRICAL:

Luminaire Surge Protection Level: Designed to withstand up to 2.5kV/0.75kA per ANSI C82.77-5-2015. For applications requiring higher level of protection, additional surge protection must be provided. Fixture features a non-dimming driver.

INSTALLATION:

Fixture may be surface or suspension mounted with appropriate mounting options (see accessories). Aligner locks in place for easy continuous row mounting.

LISTINGS:

CSA certified to US and Canadian safety standards and listed suitable for damp locations. Minimum starting temperature at -40°F (-40°C). Maximum ambient operating temperature of 95°F (35°C) for 4' and 8' models. ENERGY STAR® certified product.

WARRANTY:

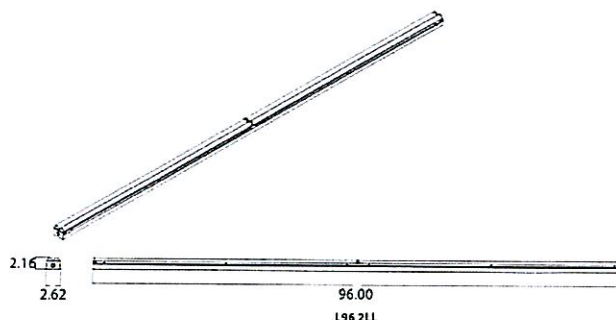
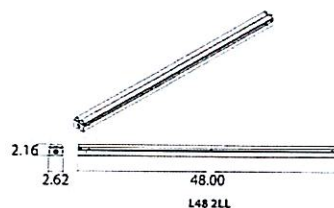
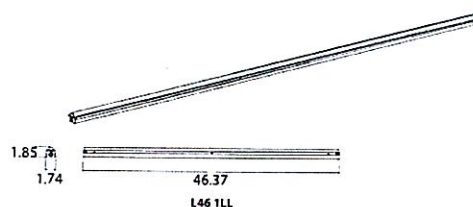
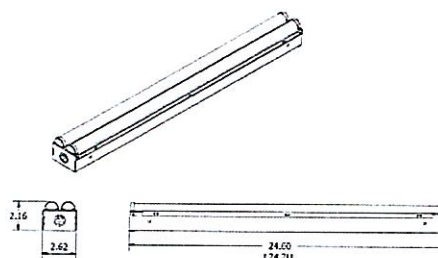
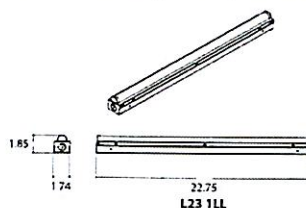
5-year limited warranty. Complete warranty terms located at:

www.acuitybrands.com/support/customer-support/terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.

Dimensions

All dimensions are inches (centimeters) unless otherwise indicated.





FEATURES & SPECIFICATIONS

INTENDED USE — The UFITR™ LED retrofit kits are the most versatile and configurable retrofit kits on the market. UFITR delivers all the options of a new fixture with the labor and material savings of a retrofit kit. This kit can be used almost anywhere a fluorescent strip or low bay is in use today, including warehouses, factories, storage facilities, educational facilities and retail. Please see application guide below for more details on where to use this kit.

CONSTRUCTION — The kit is precision-formed using cold rolled steel. The lensing is manufactured from a diffuse acrylic polymer ensuring visual comfort and no LED pixilation.

Finish: High-gloss, baked white enamel finish. Five-stage iron phosphate pretreatment ensures superior paint adhesion and rust resistance.

Certain airborne contaminants can diminish the integrity of acrylic and/or polycarbonate. Click here for [Acrylic-Polycarbonate Compatibility table for suitable uses](#).

ELECTRICAL — Utilizes high-output LEDs integrated on a two-layer circuit board, ensuring cool-running operation. Optional internal pluggable wiring harness for reduced labor cost in row mounting applications. Electronic LED driver is multi-volt input and 0-10V dimming standard (see Operational Data on page 2 for actual wattage consumption). This fixture is designed to withstand a maximum line surge of 2.5kV at 0.75kA combination wave for indoor locations, for applications requiring higher level of protection additional surge protection must be provided.

L70 > 60,000 hours with SEF at 25°C.

L70 > 120,000 hours with HEF at 25°C.

LEDs provide nominal 80CRI at 3500K, 4000K, or 5000K.

Lumen output up to 2,500 lumens per foot.

INSTALLATION — Assembly installs quickly and securely using TEK screws to the host housing.

LISTINGS — UL certified to US and Canadian safety standards. For use in damp locations between -4°F (-20°C) and 86°F (30°C). Optional High Ambient (HA) ranging to 122°F (50°C) available on certain lumen packages.

DesignLights Consortium® (DLC) Premium qualified product and DLC qualified product. Not all versions of this product may be DLC Premium qualified or DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.

GOVERNMENT PROCUREMENT — BAA — Product with the BAA option qualifies as a domestic end product under the Buy American Act as implemented in the FAR and DFARS. Product with the BAA option also qualifies as manufactured in the United States under DOT Buy America regulations. BABA — Build America Buy America: Product with the BAA option also qualifies as produced in the United States under the definitions of the Build America, Buy America Act. Please refer to www.acuitybrands.com/buy-american for additional information.

WARRANTY — 5-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at:

www.acuitybrands.com/support/warranty/terms-and-conditions

NOTE: Actual performance may differ as a result of end-user environment and application.

All values are design or typical values, measured under laboratory conditions at 25°C.

Specifications subject to change without notice.

Catalog Number
Notes
Type

UFITR

Linear LED

UFITR™

LED Retrofit Kit
4' and 8' Lengths

UFITRL

UFITRS



ORDERING INFORMATION

Lead times will vary depending on options selected. Consult with your sales representative.

Example: UFITRS L48 10000LM SEF MVOLT GZ10 40K 80CRI WH

Series	Length	Nominal Lumens	Performance Package	Voltage	Driver	Color Temperature
UFITRL Lowbay	L46 46" ¹	1750LM 1,750 Lumens	SEF Standard efficiency	MVOLT 120-277V	GZ10 10% dimming	35K 3500K
UFITRS Strip	L48 48"	4000LM 4,000 Lumens	HEF High efficiency	120 120V	EZ1 1% dimming, EldoLED	40K 4000K
UFITRF Surface		6000LM 6,000 Lumens		277 277V		50K 5000K
		8000LM 8,000 Lumens ³		347 347V ^{1,4}		
		10000LM 10,000 Lumens ¹		480 480V ^{1,4}		
	L92 92" ^{1,2}	3500LM 3,500 Lumens				
	L96 96" ²	8000LM 8,000 Lumens				
		12000LM 12,000 Lumens				
		16000LM 16,000 Lumens ¹				
		20000LM 20,000 Lumens ¹				

Color Rendering Index	Options	Paint Finish
80CRI 80 CRI	PLRTG Plug-in wiring with ground ³ PLRTLVG Plug-in wiring with low voltage dimming and ground ⁴ BGTD Generator transfer device ³ SPD Surge protection device or additional protection up to 6kV HA High ambient BAA Buy America(n) Act and/or Build America Buy America Qualified	WH White
	nLight® Wireless ⁷ NLTAIR2 RES7 nLight® Generation 2 enabled PIR integral occupancy sensor with automatic dimming photocell NLTAIR2 RES7PDT nLight AIR Generation 2 enabled dual technology integral occupancy sensor with automatic dimming photocell NLTAIR2 RIO No sensor control	

Notes

- 1 Available for UFITRL only.
- 2 8ft fixtures come as 2 combined 4ft fixtures.
- 3 Not available with HA
- 4 Utilizes step down transformer.

- 5 Can only be used with 4" or wider channel.
- 6 Not available with NLTAIR2, PLRTLVG, MVOLT, 347V and 480V.
- 7 Not available with GZ10 or PLRTLVG. Maximum ambient temperature is 45°C when used with HA.

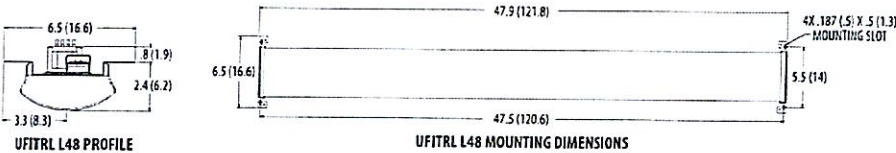
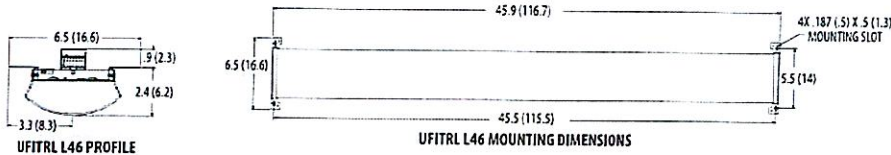
UFITR LED Striplight

DIMENSIONS

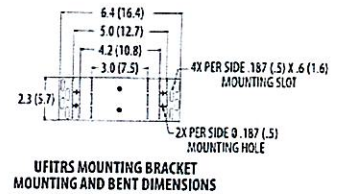
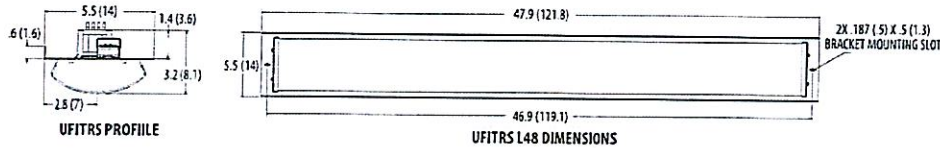
SERIES	LENGTH	ACTUAL LENGTH	WIDTH	APPROX WEIGHT	PALLET QTY	PALLET DIMS
UFITRL	L46/L48	45.9/47.9	6.5	4.2 lbs.	40	57x35x55
	L92/L96	91.8/95.8	6.5	8.4 lbs.	20	51x33x55
UFITRS	L48	47.9	5.5	4.2 lbs.	44	51x33x54
	L96	95.8	5.5	8.4 lbs.	20	51x33x50
UFITRF	L48	47.9	4.7	5 lbs.	50	51x33x50
	L96	95.8	4.7	10 lbs.	30	51x33x54

*Weights will vary slightly with added options. All dimensions are shown in inches unless otherwise specified.

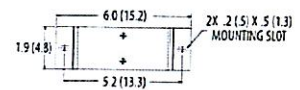
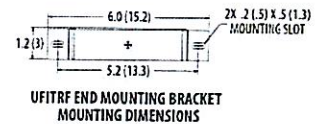
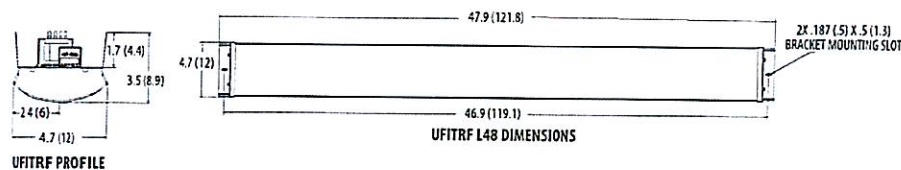
UFITRL



UFITRS



UFITRF



EMERGENCY BATTERY PACKS

BATTERY NOMENCLATURE	BATTERY UTILIZED	REMOTE ENCLOSURE	DESCRIPTION	EMERGENCY LUMENS
PS1055LCP	Power Sentry	ELA PSRME IC	Low profile constant power, 10W, Certified in CA title 20 MAEDBS	1500LM
IBL-CP10-HE-A	IOTA	None needed	Dual Flex, 10W	1200LM
IBL-CP10-HE-B	IOTA	Iota TMK-80 or RME1	Integral non-flex	1200LM

*Surge protection device SPD is recommended if fixture is intended to utilize battery. Batteries are individually UL listed, for installation in any Class-2 luminaire.

OPERATIONAL DATA

Series	Length	Lumen Package	Efficiency Package	Lumens at			Wattage	LPW @ 40K
				3500K	4000K	5000K		
UFITR	L46	4000LM	SEF	3654	3862	3917	30.5	127
			HEF	3780	3995	4052	28.6	140
		6000LM	SEF	5593	5911	5995	44.4	133
			HEF	5733	6059	6145	42.9	141
		8000LM	SEF	7459	7884	7995	59.8	132
			HEF	7507	7934	8046	57.2	139
		10000LM	SEF	9052	9567	9703	74.3	129
			HEF	9372	9825	9931	67.3	146
	L48	4000LM	SEF	3808	4025	4082	30.5	132
			HEF	3898	4119	4178	28.6	144
		6000LM	SEF	5828	6160	6247	44.4	139
			HEF	5911	6248	6336	42.9	146
		8000LM	SEF	7773	8215	8332	59.8	137
			HEF	7740	8180	8296	57.2	143
		10000LM	SEF	9433	9970	10111	74.3	134
			HEF	9663	10130	10240	67.3	151
	L92	8000LM	SEF	7309	7724	7834	61.0	127
			HEF	7560	7990	8103	57.2	140
		12000LM	SEF	11186	11822	11990	88.8	133
			HEF	11466	12119	12290	85.8	141
		16000LM	SEF	14918	15767	15990	119.5	132
			HEF	15013	15867	16092	114.4	139
		20000LM	SEF	18104	19134	19405	148.5	129
			HEF	18744	19649	19862	134.5	146
	L96	8000LM	SEF	7616	8049	8163	61.0	132
			HEF	7795	8239	8355	57.2	144
		12000LM	SEF	11657	12320	12494	88.8	139
			HEF	11823	12495	12672	85.8	146
		16000LM	SEF	15546	16431	16663	119.5	137
			HEF	15480	16360	16592	114.4	143
		20000LM	SEF	18866	19939	20222	148.5	134
			HEF	19326	20260	20479	134.5	151

*All values are typical and are at 25°C. Actual performance may vary and is dependent on operating environment.

COMPARABLE LIGHT SOURCE

Traditional Light Source	Total Lumens	Delivered Lumens	Fluorescent Wattage	Fluorescent Delivered Lumens Per Watt	Recommended UFIT Lumen Package	UFIT SEF Wattage	UFIT SEF Delivered Lumens Per Watt	UFIT HEF Wattage	UFIT HEF Delivered Lumens Per Watt
1 T5 Lamp	2900	1740	28	62	4000	30.5	127	28.6	140
2 T5 Lamps	5800	3480	56	62	4000	30.5	127	28.6	140
3 T5 Lamps	8700	5220	84	62	6000	44.4	133	42.9	141
4 T5 Lamps	11600	6960	112	62	8000	59.8	132	57.2	139
6 T5 Lamps	17400	10440	168	62	10000	74.3	129	67.3	146
8 T5 Lamps	23200	13920	224	62	16000	119.5	132	114.4	139
1 T5HO Lamp	5000	3000	54	56	4000	30.5	127	28.6	140
2 T5HO Lamps	10000	6000	108	56	6000	44.4	133	42.9	141
3 T5HO Lamps	15000	9000	162	56	10000	74.3	129	67.3	146
4 T5HO Lamps	20000	12000	216	56	12000	88.8	133	85.8	141
6 T5HO Lamps	30000	18000	324	56	20000	148.8	129	134.5	146
8 T5HO Lamps	40000	24000	432	56	20000	148.8	139	134.5	146
1 T8 Lamp	3000	1800	32	56	4000	30.5	127	28.6	140
2 T8 Lamps	6000	3600	64	56	4000	30.5	127	28.6	140
3 T8 Lamps	9000	5400	96	56	6000	44.4	133	42.9	141
4 T8 Lamps	12000	7200	128	56	8000	59.8	132	57.2	139
6 T8 Lamps	18000	10800	192	56	10000	74.3	129	67.3	146
8 T8 Lamps	24000	14400	256	56	16000	119.5	132	114.4	139

PROJECTED LUMEN MAINTENANCE

Operating Hours	12000	36000	50000	80000	120000
SEF Efficiency Package	94%	82%	75%	63%	50%
HEF Efficiency Package	97%	90%	86%	79%	70%

*These values are typical. Operating conditions and environment may alter these values.

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:
2025-1254013

Date Filed:
01/06/2025

Date Acknowledged:

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

G2 Construction Services, Inc.
Georgetown, TX United States

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

Williamson County

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

TIPS 211001
Justice Center LED Lighting Upgrades

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

5 Check only if there is NO Interested Party. ☐

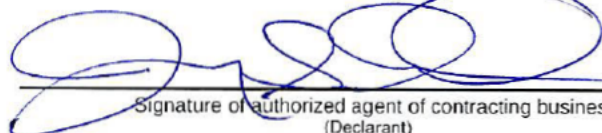
6 UNSWORN DECLARATION

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

My address is [REDACTED], 78628 U.S.
(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 6 day of JAN, 2025.
(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.

G2 Construction Services, Inc.
Georgetown, TX United States

Certificate Number:
2025-1254013

Date Filed:
01/06/2025

Date Acknowledged:
01/07/2025

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

Williamson County

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

TIPS 211001
Justice Center LED Lighting Upgrades

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

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

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

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

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

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

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session**26.****Meeting Date:** 01/14/2025

Approval of Purchase for Panasonic In-Car Camera Systems for Law Enforcement Vehicles with GTS Technology Solutions 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 #202603 of In-Car Camera Systems for Williamson County Law Enforcement Vehicles from GTS Technology Solutions for a total of \$270,009.75 pursuant to DIR Contract #DIR-CPO-4697.

Background

The approval of this purchase will support Williamson County Law Enforcement. The Panasonic In-Car cameras collect digital evidence for officers on crime scenes, traffic stops, pursuits, and various tasks performed by sheriff's deputies. The attached quote describes what equipment is necessary per vehicle. The funding source is 01.0100.0503.005008 for the FY25 budget. Contract Audit and General Counsel have approved this item. Origination #1853. The department point of contact is Thomas Piche.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

GTS Quote

Form 1295

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Barbi Hageman

Final Approval Date: 01/09/2025

Reviewed By

Joy Simonton

Delia Colon

Date

01/08/2025 04:54 PM

01/09/2025 08:42 AM

Started On: 01/06/2025 10:29 AM



TECHNOLOGY SOLUTIONS

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

QUOTE

Quote Number: [REDACTED]
Quoted Date: 12/31/2024
Expiration Date: 01/31/2025
Account Exec: Ashley Ambroso
Inside Sales Rep: Austin Whitlow
austin.whitlow@gts-ts.com
(512) 681-6214
NET 30

Terms:

QUOTE FOR:

Williamson County

I-PRO Equipment

LINE	ITEM	DESCRIPTION	SPECIFICATIONS	CONTRACT	QTY	PRICE	EXTENDED PRICE
1	IPS-ICV4-ACC	Panasonic I-Pro Sensing Solutions Corporation Of America : I-Pro Acc Kit For Vpu4000, 256Gb Ssd, Power Dist Box, Battery Bkup, 25 Ethernet X3		DIR-CPO-4697	39	\$ 659.90	\$ 25,736.10
2	IPS-ICV-ETH-DOCK	I-PRO ICV 25FT ORANGE STP NETWORK CABLE FOR BWC DOCK IN THE VEHICLE		DIR-CPO-4697	40	\$ 24.61	\$ 984.40
3	IPS-ICV-UDE-OP1	I-PRO AMERICAS INC.:i-PRO ICV UDE ON-PREMISE DEVICE LICENSE FOR 1 YEAR, INCL. DEVICE MANAGEMENT, LIVE STREAMING AND REDACTION. SERVICE ENTITLEMENTS: 24X7 HELP DESK, SOFTWARE MAINTENANCE AND SUPPORT.		DIR-CPO-4697	43	\$ 112.21	\$ 4,825.03
4	WJ-VPU4000	Panasonic I-Pro Sensing Solutions Corporation Of America : Vpu4000 Recording		DIR-CPO-4697	43	\$ 3,401.02	\$ 146,243.86

Quote Number:



5	WV-BWC40D1A	Unit Only I-PRO BWC4000 SINGLE DOCKING CHARGER STATION ONLY W/O AC ADAPTER IPS- BWC-AC65W OR 12V VEHICLE HARNESS IPS-BWC4-12V-WIRE	DIR-CPO-4697	24	\$ 220.30	\$ 5,287.20
6	WV-VCF41P	Panasonic I-Pro Icv Front Panoramic 4K Camera With G- Force Sensor, Not Including Ethernet Cable.	DIR-CPO-4697	51	\$ 1,308.63	\$ 66,740.13
7	WV-VCR40W	i-Pro Back Seat/Rear/Side Camera With Configurable IR and Standard Mounting Bracket, 1/2.8 Type CMOS Image Sensor, 10Base- T/100Base-TX, RJ45 Connector	DIR-CPO-4697	39	\$ 517.77	\$ 20,193.03

Prices do NOT include taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. If a customer requests expedited or special delivery, causes carrier delays or requests redelivery, customer will be responsible for any additional charges for these services directly billed by the carrier. All prices are subject to change without notice. Supply subject to availability. Dell maintains a strict zero-return policy. Therefore, purchases of incorrect quantity, specifications, items, or configurations are non-refundable and non-returnable. Please ensure that you have reviewed your quote thoroughly.

This quote does not include the applicable sales tax for our commercial customers

Sales Total:	\$ 270,009.75
Freight & Misc:	\$ 0.00
Tax Total:	\$ 0.00
Total (USD):	\$ 270,009.75

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.

GTS Technology Solutions Inc
Austin, TX United States

Certificate Number:
2025-1253657

Date Filed:
01/06/2025

Date Acknowledged:
01/06/2025

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.

202603
GTS Q-10164 Panasonic in-Car Cameras for LE Vehicles

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.

GTS Technology Solutions Inc
Austin, TX United States

Certificate Number:
2025-1253657

Date Filed:
01/06/2025

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.

202603
GTS Q-10164 Panasonic in-Car Cameras for LE Vehicles

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 Travis County, State of Texas, on the 6 day of January, 2025.

(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session**27.****Meeting Date:** 01/14/2025

Discuss the sale of Williamson County owned properties within the downtown Georgetown area

Submitted For: Joy Simonton**Submitted By:** Joy Simonton, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action to authorize the Williamson County Purchasing Agent to begin preparation of solicitation procedures for the sale of Williamson County-owned property's within the downtown Georgetown area.

Background

As part of the larger Justice Center relocation project, discussion is needed to confirm the timeline and intent of the Commissioners Court for the sale of the Williamson County-owned properties within the downtown Georgetown area. The Purchasing Agent seeks direction on which properties to take action on as follows:

Step #1 - Appraisal

Local Government Code 263 requires counties to obtain an appraisal of a property's fair market value prior to a sale. This fair market value shall be utilized to determine a minimum bid amount prior to listing the property for sale.

Texas Government Code 2254 considers real estate appraising a professional service. A Request for Qualifications and award of contract for these services will serve as the first step in this project.

Step #2 – Sale through Request for Proposal Solicitation

Once each property's fair market value is determined, a Request for Proposal can be issued for each property, or all properties, to obtain competitive sealed proposals from prospective buyers following the counties' established procedures.

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: Joy Simonton

Final Approval Date: 01/09/2025

Reviewed By

Delia Colon

Date

01/09/2025 08:32 AM

Started On: 01/08/2025 03:38 PM

Commissioners Court - Regular Session**28.****Meeting Date:** 01/14/2025

Congressional Earmark for the Corridor A2 Segment 1, SH 45 at Robinson Ranch Interchange and RM 2338 Overpass Projects

Submitted For: Robert Daigh**Submitted By:** Vicky Edwards, Infrastructure**Department:** Infrastructure**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action regarding the prioritization of potential congressional earmark projects.

Background

The following projects are under consideration for congressional earmarks:

Corridor A2 Segment 1: The anticipated construction cost is \$24M and this earmark request is in the amount of \$10M of federal funding.

SH 45 and Robinson Ranch Interchange: The anticipated construction cost for operational improvements is \$2.5M and this earmark request is in the amount of \$1.5M of federal funding.

RM 2338 Overpass: The anticipated construction cost is \$18M and this earmark request is in the amount of \$10M of federal funding.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Robinson Ranch Grants Management Request

Corridor A2 Grants Management Request

RM 2338 Overpass Grants Management Request

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 01/09/2025

Reviewed By

Delia Colon

Date

01/09/2025 09:28 AM

Started On: 01/09/2025 09:09 AM

Grant Title/Project Name:	Congressional Earmark for SH 45 at Robinson Ranch Interchange
Department:	Road and Bridge / Road Bond
Requestor:	Bob Daigh
Contact Email:	bdaigh@wilco.org
Contact Phone Number:	512-943-3330
Start Date:	TBD
End Date:	TBD
Please select request category:	Transportation
Describe the purpose of the grant in detail to include all requirements.	Construction funding for intersection improvements at SH 45 and Robinson Ranch.
Select the type of grant your department is applying for:	Federal
What is the amount of the grant?	\$1,500,000.00
Please provide a breakdown of the total cost above.	Construction - \$2,500,000.00
Is there a match requirement?	Yes
What is the source of the match?	Anticipated 20% match to come from 2023 Road Bond Funds
Does the grant cover the cost of the request 100%?	No
If not, how much is left unpaid?	\$1,000,000.00
What is the plan to obtain grants/funds for the remaining amount?	Anticipated to come from 2023 Road Bond Funds
List other similar assets in the County and/or region and if they are available for use?	
How is this asset request different from any similar assets currently in the County and/or region?	
What types of events/purpose would this asset be used for that cannot be accomplished with a current County asset?	
How often do these events occur?	
Identify the number of personnel required to operate this asset and/or be available for the function where it is to be used? How much time is required of those personnel? What is the cost of the personnel?	
Where will the asset be stored?	
What is the useful life of the asset?	
Will a replacement be requested from general funds when useful life has been exhausted?	

Will other agencies be billed for the use of this asset (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this asset require insurance coverage?	
If yes, what is the estimate of asset insurance coverage?	
Will this asset require on-going maintenance? Please describe the maintenance required along with an estimate for these costs.	Yes - normal roadway and signal maintenance
How will this asset be funded when the grant ends?	
What is the impact if the grant is not received?	
New Personnel position is:	
Where will this position office?	
Who will this position report to?	
What tasks will this position perform? Include the five primary functions and the percentage of time spent to be spent on each function.	
Will this position take over tasks from current County employee?	
If yes, please explain the impact to current employee.	
How will this position be funded when the grant ends?	
Does this position or a similar position currently exist within the department?	
If "yes" how many of these similar positions exist	
Describe any alternatives considered to achieve desired outcome in lieu of a position (i.e. equipment, software, technology or change in business practice).	
Describe how workload will be accomplished/re-allocated should grant not be approved.	
List other similar items in the County and/or region and if they available for use?	N/A
How is this item request different from any similar assets currently in the County and/or region?	N/A
What types of events/purpose would this item be used for that cannot be accomplished with a current County asset?	N/A
Identify the number of personnel required to operate this item and/or be available for the function where it is to be used?	
Please explain how this item will create the need for more or less personnel (or mark n/a for no change)?	
Where will the item be stored?	N/A

What is the useful life of the item?	N/A
Will other agencies be billed for the use of this item (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this item require insurance coverage?	
Will this item require any form of licensing?	
Will this item require on-going maintenance? Please describe the maintenance required along with an estimate for these costs?	N/A
How will this item be funded when the grant ends?	N/A
What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.)	N/A
Please identify any additional equipment needed/required (now or in the future) should the grant/asset is awarded.	N/A
What is the cost and frequency to maintain/update the additional equipment?	N/A
What is the impact of this grant application on other internal/county departments?	N/A
If yes, what is the estimate of that license fee?	
If yes, what is the estimate of insurance coverage?	
Will a replacement be requested from general funds when useful life has been exhausted? (OR)	No
If yes, how much is the match amount?	Anticipated 20% match
ID	104
Version	2.0
Attachments	False
Created	
Created By	Vicky Edwards
Modified	
Modified By	

Grant Title/Project Name:	Congressional Earmark for Corridor A2 Segment 1
Department:	Road Bond
Requestor:	Bob Daigh
Contact Email:	bdaigh@wilco.org
Contact Phone Number:	512-943-3330
Start Date:	Spring 2027
End Date:	Late 2028
Please select request category:	Transportation
Describe the purpose of the grant in detail to include all requirements.	Construction funding for Corridor A2 from FM 973 to CR 406.
Select the type of grant your department is applying for:	Federal
What is the amount of the grant?	\$10,000,000.00
Please provide a breakdown of the total cost above.	Construction - \$24,000,000.00
Is there a match requirement?	Yes
What is the source of the match?	Anticipated 20% match to come from 2023 Road Bond Funds
Does the grant cover the cost of the request 100%?	No
If not, how much is left unpaid?	\$14,000,000.00
What is the plan to obtain grants/funds for the remaining amount?	Anticipated to come from 2023 Road Bond Funds.
List other similar assets in the County and/or region and if they are available for use?	
How is this asset request different from any similar assets currently in the County and/or region?	
What types of events/purpose would this asset be used for that cannot be accomplished with a current County asset?	
How often do these events occur?	
Identify the number of personnel required to operate this asset and/or be available for the function where it is to be used? How much time is required of those personnel? What is the cost of the personnel?	
Where will the asset be stored?	
What is the useful life of the asset?	
Will a replacement be requested from general funds when useful life has been exhausted?	

Will other agencies be billed for the use of this asset (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this asset require insurance coverage?	
If yes, what is the estimate of asset insurance coverage?	
Will this asset require on-going maintenance? Please describe the maintenance required along with an estimate for these costs.	Future maintenance of the roadway will be Williamson County's obligation with an estimated inflated cost of \$33.7M over 50 years. This cost includes mill and overlay of the roadway every 8 years.
How will this asset be funded when the grant ends?	
What is the impact if the grant is not received?	
New Personnel position is:	
Where will this position office?	
Who will this position report to?	
What tasks will this position perform? Include the five primary functions and the percentage of time spent to be spent on each function.	
Will this position take over tasks from current County employee?	
If yes, please explain the impact to current employee.	
How will this position be funded when the grant ends?	
Does this position or a similar position currently exist within the department?	
If "yes" how many of these similar positions exist	
Describe any alternatives considered to achieve desired outcome in lieu of a position (i.e. equipment, software, technology or change in business practice).	
Describe how workload will be accomplished/re-allocated should grant not be approved.	
List other similar items in the County and/or region and if they available for use?	N/A
How is this item request different from any similar assets currently in the County and/or region?	N/A
What types of events/purpose would this item be used for that cannot be accomplished with a current County asset?	N/A
Identify the number of personnel required to operate this item and/or be available for the function where it is to be used?	
Please explain how this item will create the need for more or less personnel (or mark n/a for no change)?	
Where will the item be stored?	N/A

What is the useful life of the item?	N/A
Will other agencies be billed for the use of this item (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this item require insurance coverage?	
Will this item require any form of licensing?	
Will this item require on-going maintenance? Please describe the maintenance required along with an estimate for these costs?	N/A
How will this item be funded when the grant ends?	N/A
What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.)	N/A
Please identify any additional equipment needed/required (now or in the future) should the grant/asset is awarded.	N/A
What is the cost and frequency to maintain/update the additional equipment?	N/A
What is the impact of this grant application on other internal/county departments?	N/A
If yes, what is the estimate of that license fee?	
If yes, what is the estimate of insurance coverage?	
Will a replacement be requested from general funds when useful life has been exhausted? (OR)	No
If yes, how much is the match amount?	Anticipated 20% match
ID	104
Version	2.0
Attachments	False
Created	
Created By	Vicky Edwards
Modified	
Modified By	

Grant Title/Project Name:	Congressional Earmark for RM 2338 Overpass
Department:	Road and Bridge / Road Bond
Requestor:	Bob Daigh
Contact Email:	bdaigh@wilco.org
Contact Phone Number:	512-943-3330
Start Date:	TBD
End Date:	TBD
Please select request category:	Transportation
Describe the purpose of the grant in detail to include all requirements.	Construction funding for the RM 2338 Overpass.
Select the type of grant your department is applying for:	Federal
What is the amount of the grant?	\$10,000,000.00
Please provide a breakdown of the total cost above.	Construction - \$18,000,000.00
Is there a match requirement?	Yes
What is the source of the match?	Anticipated 20% match to come from 2023 Road Bond Funds
Does the grant cover the cost of the request 100%?	No
If not, how much is left unpaid?	\$8,000,000.00
What is the plan to obtain grants/funds for the remaining amount?	Anticipated to come from 2023 Road Bond Funds
List other similar assets in the County and/or region and if they are available for use?	
How is this asset request different from any similar assets currently in the County and/or region?	
What types of events/purpose would this asset be used for that cannot be accomplished with a current County asset?	
How often do these events occur?	
Identify the number of personnel required to operate this asset and/or be available for the function where it is to be used? How much time is required of those personnel? What is the cost of the personnel?	
Where will the asset be stored?	
What is the useful life of the asset?	
Will a replacement be requested from general funds when useful life has been exhausted?	

Will other agencies be billed for the use of this asset (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this asset require insurance coverage?	
If yes, what is the estimate of asset insurance coverage?	
Will this asset require on-going maintenance? Please describe the maintenance required along with an estimate for these costs.	Yes - normal roadway and bridge maintenance
How will this asset be funded when the grant ends?	
What is the impact if the grant is not received?	
New Personnel position is:	
Where will this position office?	
Who will this position report to?	
What tasks will this position perform? Include the five primary functions and the percentage of time spent to be spent on each function.	
Will this position take over tasks from current County employee?	
If yes, please explain the impact to current employee.	
How will this position be funded when the grant ends?	
Does this position or a similar position currently exist within the department?	
If "yes" how many of these similar positions exist	
Describe any alternatives considered to achieve desired outcome in lieu of a position (i.e. equipment, software, technology or change in business practice).	
Describe how workload will be accomplished/re-allocated should grant not be approved.	
List other similar items in the County and/or region and if they available for use?	N/A
How is this item request different from any similar assets currently in the County and/or region?	N/A
What types of events/purpose would this item be used for that cannot be accomplished with a current County asset?	N/A
Identify the number of personnel required to operate this item and/or be available for the function where it is to be used?	
Please explain how this item will create the need for more or less personnel (or mark n/a for no change)?	
Where will the item be stored?	N/A

What is the useful life of the item?	N/A
Will other agencies be billed for the use of this item (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this item require insurance coverage?	
Will this item require any form of licensing?	
Will this item require on-going maintenance? Please describe the maintenance required along with an estimate for these costs?	N/A
How will this item be funded when the grant ends?	N/A
What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.)	N/A
Please identify any additional equipment needed/required (now or in the future) should the grant/asset is awarded.	N/A
What is the cost and frequency to maintain/update the additional equipment?	N/A
What is the impact of this grant application on other internal/county departments?	N/A
If yes, what is the estimate of that license fee?	
If yes, what is the estimate of insurance coverage?	
Will a replacement be requested from general funds when useful life has been exhausted? (OR)	No
If yes, how much is the match amount?	Anticipated 20% match
ID	104
Version	2.0
Attachments	False
Created	
Created By	Vicky Edwards
Modified	
Modified By	

Commissioners Court - Regular Session**29.****Meeting Date:** 01/14/2025

HNTB 82587 Road Bond GEC Contract Amendment No 1

Submitted For: Robert Daigh**Submitted By:** Vicky Edwards, Infrastructure**Department:** Infrastructure**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on Contract Amendment No. 1 under Williamson County Contract for Engineering Services between HNTB Corporation and Williamson County dated January 9, 2024 for General Engineering Consultant– Construction Management/Inspection Services.

Background

This contract amendment adjusts the rate schedule to align with the change in the Consumer Price Index (CPI) in accordance with the Agreement. The adjustment results in a 2.7% increase in labor rates.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

HNTB 82587 Road Bond GEC Contract Amendment No 1

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 01/09/2025

Reviewed By

Hal Hawes

Delia Colon

Date

01/09/2025 09:27 AM

01/09/2025 10:08 AM

Started On: 01/09/2025 08:48 AM

HNTB Corporation
Engineers Architects Planners

101 E. Old Settlers Blvd.
Suite 225
Round Rock, Texas 78664

Telephone (512) 447-5590
Facsimile (512) 447-5329
www.hntb.com

Pamela Navarrette
Assistant Financial Director
Williamson County Auditor
710 S. Main Street, Suite 301
Georgetown, TX 78626

January 8, 2025

Subject - Contract Amendment No. 1 to Williamson County Contract for Engineering Services (Road Bond Project).

Ms. Navarrette,

Per our Agreement, effective January 9, 2024, with Williamson County as the Road Bond Program General Engineering Consultant for Construction Management/Inspection Services, HNTB respectfully requests to begin use of the new 2025 Rates presented in Exhibit C, attached hereto.

This request for rate adjustment is in accordance with the Agreement whereas the Consumer Price Index (CPI) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100) has substantially moved higher and the product of the variances of the CPIs results in a 2.7% increase from our 2024 Rates. This is further summarized with backup documentation included in Exhibit C.

We will begin applying the 2025 Rates on our January invoice to Williamson County. We sincerely value our long-standing relationship with Williamson County. Should there be any concerns with this request please do not hesitate to contact Christen Eschberger at 512-527-1768.

Best regards,

Summer B. Lawton, PLA
Vice President, HNTB Corporation

CONTRACT AMENDMENT NO. 1
TO
WILLIAMSON COUNTY CONTRACT FOR
ENGINEERING SERVICES

2023 WILLIAMSON COUNTY ROAD BOND PROJECT:
(General Engineering Consultant (GEC) and Construction Management/Inspection
Services)

THIS CONTRACT AMENDMENT NO. 1 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **HNTB Corporation** (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective **January 9, 2024** (the "Contract");

WHEREAS, pursuant to Article 22 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the Rate Schedule in Exhibit C of the Contract are limited to the rates noted in said Exhibit C; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT


NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

- I. The hourly Rates in the original Exhibit C of the Contract are hereby amended as shown in the attached revised Exhibit C.

All other terms of the Contract are unchanged and will remain in full force and effect.

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, to be effective as of the date of the last party’s execution below.

ENGINEER:

By: _____
Signature

Summer B. Lawton
Printed Name

Vice President
Title

1/8/2025
Date

COUNTY:

By: _____
Signature

Printed Name

Title

Date



EXHIBIT C RATE SCHEDULE

Rate Schedule for HNTB Corporation

<u>Classification</u>	<u>2024 Billing</u> <u>Rate</u>	<u>2024 Premium OT</u> <u>Billing Rate</u>	<u>2025 Billing</u> <u>Rate</u>	<u>2025 Premium OT</u> <u>Billing Rate</u>
Principal	\$420		\$431	
Sr. Financial Advisor	\$397		\$408	
Sr. Project Advisor	\$414		\$425	
Project Advisor	\$332		\$341	
Program Manager	\$443		\$455	
Sr. Project Manager	\$328		\$337	
Project Manager	\$260		\$267	
Deputy Project Manager	\$234		\$240	
Sr. Engineer	\$234		\$240	
Project Engineer	\$198		\$203	
Design Engineer	\$157		\$161	
EIT	\$128		\$131	
Sr. CADD Technician	\$187		\$192	
CADD Technician	\$97		\$100	
Principal Planner	\$290		\$298	
Sr. Environmental Specialist	\$286		\$294	
Environmental Specialist	\$230		\$236	
Sr. Environmental Planner	\$181		\$186	
Environmental Planner	\$141		\$145	
Sr. GIS Analyst	\$204		\$210	
GIS Analyst	\$131		\$135	
Sr. Public Involvement Representative	\$136		\$140	
Public Involvement Representative	\$116		\$119	
Sr. Urban Planner	\$256		\$263	
Urban Planner	\$130		\$134	
Sr. ROW Agent	\$220		\$226	
ROW Agent	\$169		\$174	
Sr. Construction Manager	\$229		\$235	
Construction Manager	\$193		\$198	
Sr. Construction Representative	\$165	\$193	\$169	\$198
Construction Representative III	\$158	\$185	\$162	\$190
Construction Representative II	\$146	\$171	\$150	\$176
Construction Representative	\$111	\$130	\$114	\$134
Sr. Developer	\$210		\$216	
Developer II	\$176		\$181	
Developer	\$138		\$142	
Sr. Business Manager	\$253		\$260	
Business Manager	\$176		\$181	
Sr. Project Analyst	\$164		\$168	
Project Analyst	\$120		\$123	
Quality Manager	\$229		\$235	
Sr. Project Controls	\$189		\$194	
Project Controls	\$106		\$109	
Sr. Scheduler	\$234		\$240	
Scheduler	\$175		\$180	
Administrative Assistant	\$92		\$94	
Intern	\$87		\$89	

Vehicle Leases will be reimbursed at a rate of \$100.00/day

Rate Schedule for Front Line Advisory Group, LLC

<u>Classification</u>	<u>2024 Billing</u>	<u>2024 Premuim OT</u>	<u>2025 Billing</u>	<u>2025 Premuim OT</u>
	<u>Rate</u>	<u>Billing Rate</u>	<u>Rate</u>	<u>Billing Rate</u>
Principal	\$210		\$216	
Senior Program Controller	\$194		\$199	
Program Controller II	\$174		\$179	
Program Controller I	\$157		\$161	
Senior Program Scheduler	\$187		\$192	
Program Scheduler II	\$169		\$174	
Program Scheduler I	\$152		\$156	
Senior Program Analyst	\$172		\$177	
Program Analyst II	\$155		\$159	
Program Analyst I	\$139		\$143	
Senior Document Mgt Specialist	\$100		\$103	
Document Mgt Specialist II	\$90		\$92	
Document Mgt Specialist I	\$81		\$83	
Administrative Manager	\$84		\$86	

Rate Schedule for BZZ Engineering, LLC

<u>Classification</u>	<u>2024 Billing</u>	<u>2024 Premuim OT</u>	<u>2025 Billing</u>	<u>2025 Premuim OT</u>
	<u>Rate</u>	<u>Billing Rate</u>	<u>Rate</u>	<u>Billing Rate</u>
Principal	\$425		\$436	
Sr. Project Manager	\$325		\$334	
Project Manager	\$275		\$282	
Deputy Project Manager	\$235		\$241	
Sr. Engineer	\$235		\$241	
Project Engineer	\$200		\$205	
Design Engineer	\$165		\$169	
EIT	\$135		\$139	
Sr. CADD Technician	\$190		\$195	
CADD Technician	\$100		\$103	
Sr. GIS Analyst	\$210		\$216	
GIS Analyst	\$150		\$154	
Sr. Public Involvement Representative	\$140		\$144	
Public Involvement Representative	\$120		\$123	
Sr. Construction Manager	\$225		\$231	
Construction Manager	\$200		\$205	
Sr. Construction Representative	\$165	\$200	\$169	\$205
Construction Representative III	\$155	\$190	\$159	\$195
Construction Representative II	\$140	\$170	\$144	\$175
Construction Representative	\$110	\$135	\$113	\$139
Sr. Business Manager	\$235		\$241	
Business Manager	\$180		\$185	
Sr. Project Analyst	\$190		\$195	
Project Analyst	\$120		\$123	
Quality Manager	\$190		\$195	
Sr. Project Controls	\$175		\$180	
Project Controls	\$110		\$113	
Sr. Scheduler	\$235		\$241	
Scheduler	\$190		\$195	
Administrative Assistant	\$95		\$98	

Summary of Changes to CPI

Month	Year	CPI
Nov	2023	298.93
Nov	2024	306.877
Variance		7.947
% Variance (escalation)		2.7%



Southeast Information Office

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News Release Information

24-2438-ATL
Wednesday, December 11, 2024

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Media contact:

(404) 893-4220

Related Links

[CPI Charts](#) | [Southeast CPI Card](#)

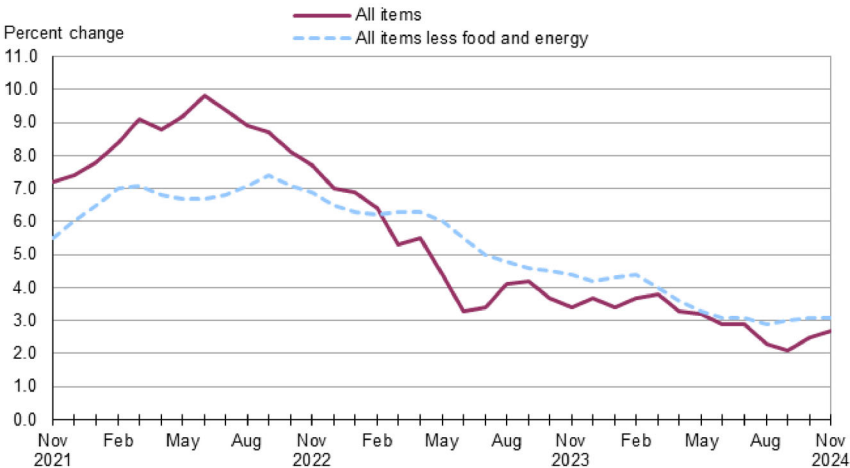
Consumer Price Index, South Region — November 2024

Area prices unchanged in November; up 2.7 percent over the past year

The Consumer Price Index for All Urban Consumers (CPI-U) for the South was unchanged in November, the U.S. Bureau of Labor Statistics reported today. A decline in the gasoline index was more than offset by an increase in the index for shelter. (Data in this report are not seasonally adjusted. Accordingly, month-to-month changes may reflect the impact of seasonal influences.)

The all items CPI-U for the South increased 2.7 percent for the 12 months ending in November, after increasing 2.5 percent for the 12-month period ending in October. (See [chart 1](#) and [table A](#).) The index for all items less food and energy advanced 3.1 percent over the past 12 months. The food index continued to increase, up 2.1 percent over the past year. In contrast, the energy index declined 1.1 percent over the same period. (See [table 1](#).)

Chart 1. Over-the-year percent change in CPI-U, South region, November 2021–November 2024



Source: U.S. Bureau of Labor Statistics.

[View Chart Data](#)

The food index was little changed in November, down 0.1 percent. The index for food at home declined 0.4 percent over the month, while the index for food away from home rose 0.4 percent over the same period. Four of the six major grocery store food group indexes declined in November, including cereals and bakery products (-1.8 percent) and other food at home (-0.7 percent). In comparison, the indexes for nonalcoholic beverages and beverage materials (+1.0 percent) and meats, poultry, fish, and eggs (+0.2 percent) increased in November.

The food index rose 2.1 percent for the 12 months ending in November. The index for food away from home increased 3.4 percent over the past year, while the index for food at home rose 1.3 percent over the same period. Five of the six major grocery store food group indexes increased over the past year, led by a 3.8-percent increase in the meats, poultry, fish, and eggs index. In comparison, the cereals and bakery products index declined 0.5 percent over the past 12 months.

Energy

The energy index declined 1.5 percent in November, reflecting decreases in the gasoline (-2.2 percent) and electricity (-1.5 percent) indexes. In contrast, the natural gas index rose 3.8 percent in November.

The energy index declined 1.1 percent for the 12 months ending in November. The index for gasoline fell 4.1 percent over the past 12 months. The indexes for electricity (+2.4 percent) and natural gas (+3.4 percent) increased over the past year.

All items less food and energy

The index for all items less food and energy was little changed in November, up 0.1 percent. The shelter index rose 0.2 percent in November. The index for owners’ equivalent rent rose 0.2 percent over the month, as did the index for rent of primary residence. Recreation (+0.8 percent) was also among the indexes to increase in November. In comparison, the index for apparel declined 2.3 percent over the month.

The index for all items less food and energy advanced 3.1 percent for the 12 months ending in November, as it did for the 12-month period ending in October. The index for shelter (+4.8 percent) was the largest contributor to the total 12-month increase in the all items less food and energy index. The indexes for owners’ equivalent rent (+4.8 percent) and rent of primary residence (+4.0 percent) also increased over the past year.

Geographic divisions

Additional price indexes are now available for the three divisions of the South. In November, the all items index increased 0.2 percent in the East South Central division and 0.1 percent in the South Atlantic division. In comparison, the all items index declined 0.3 percent in the West South Central division.

Over the year, the all items index increased 4.0 percent in the East South Central division, 2.7 percent in the South Atlantic division, and 2.0 percent in the West South Central division.

Table A. South region CPI-U 1-month and 12-month percent changes, all items index, not seasonally adjusted

Month	2020		2021		2022		2023		2024	
	1-month	12-month	1-month	12-month	1-month	12-month	1-month	12-month	1-month	12-month
January	0.3	2.3	0.5	1.6	0.9	7.8	0.8	6.9	0.6	3.4
February	0.2	1.9	0.5	2.0	1.1	8.4	0.6	6.4	0.9	3.7
March	-0.1	1.1	0.8	2.9	1.4	9.1	0.4	5.3	0.4	3.8
April	-0.8	-0.2	0.7	4.4	0.5	8.8	0.7	5.5	0.2	3.3
May	-0.2	-0.4	0.8	5.6	1.2	9.2	0.2	4.4	0.1	3.2
June	0.6	0.3	0.9	5.8	1.5	9.8	0.3	3.3	0.0	2.9
July	0.6	0.6	0.5	5.8	0.1	9.4	0.2	3.4	0.2	2.9
August	0.4	1.1	0.3	5.6	-0.2	8.9	0.6	4.1	0.0	2.3
September	0.2	1.3	0.3	5.8	0.2	8.7	0.2	4.2	0.1	2.1
October	0.1	1.3	1.0	6.6	0.4	8.1	-0.1	3.7	0.3	2.5
November	-0.1	1.2	0.4	7.2	0.1	7.7	-0.2	3.4	0.0	2.7
December	0.2	1.4	0.3	7.4	-0.3	7.0	-0.1	3.7		

The Consumer Price Index for December 2024 is scheduled to be released on Wednesday, January 15, 2025, at 8:30 a.m. (ET).

Notice Regarding Ceasing Publication of Utility Indexes

With the publication of January 2025 data in February 2025, several indexes and average price series will be discontinued.

The following CPI indexes will continue to be published at the national level, but will be discontinued for all metropolitan areas, census divisions, and regional size classes:

- Electricity
- Utility (piped) gas (often referred to as natural gas)
- Energy services
- Fuels and utilities
- Household energy

The following CPI average price series will continue to be published at the national level, but will be discontinued for all metropolitan areas, census divisions, and regional size classes:

- Electricity per KWH
- Utility (piped) gas per therm

Technical Note

The [Consumer Price Index](#) (CPI) is a measure of the average change in prices over time in a fixed market basket of goods and services. The Consumer Price Index for the **South** is published monthly. The set of components and sub-aggregates published for regional and metropolitan indexes is more limited than at the U.S. city average level; these indexes are byproducts of the national CPI program. Each local index has a much smaller sample size than the national or regional indexes and is, therefore, subject to

substantially more sampling and other measurement error. As a result, local-area indexes are more volatile than the national or regional indexes. In addition, local indexes are not adjusted for seasonal influences. **NOTE: Area indexes do not measure differences in the level of prices between cities; they only measure the average change in prices for each area since the base period.**

The South region is comprised of Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, and West Virginia.

Refer to the national [CPI news release technical note](#) or the [Handbook of Methods](#) for more information.

Information in this release will be made available to individuals with sensory impairments upon request. Voice phone: (202) 691-5200; Telecommunications Relay Service: 7-1-1.

Table 1. Consumer Price Index for All Urban Consumers (CPI-U): Indexes and percent changes for selected periods
South (1982-84=100 unless otherwise noted) (not seasonally adjusted)

Item and Group	Indexes			Percent change from-		
	Sep. 2024	Oct. 2024	Nov. 2024	Nov. 2023	Sep. 2024	Oct. 2024
Expenditure category						
All Items	306.078	306.889	306.877	2.7	0.3	0.0
All items (December 1977=100)	496.502	497.817	497.798	-	-	-
Food and beverages	324.177	325.457	325.227	2.2	0.3	-0.1
Food	328.080	329.284	329.045	2.1	0.3	-0.1
Food at home	305.802	307.013	305.829	1.3	0.0	-0.4
Cereals and bakery products	365.993	368.887	362.137	-0.5	-1.1	-1.8
Meats, poultry, fish, and eggs	326.451	326.302	327.049	3.8	0.2	0.2
Dairy and related products	272.076	274.119	272.067	1.8	0.0	-0.7
Fruits and vegetables	335.299	336.949	334.872	0.7	-0.1	-0.6
Nonalcoholic beverages and beverage materials	215.122	216.045	218.300	2.0	1.5	1.0
Other food at home	272.812	273.890	272.036	0.1	-0.3	-0.7
Food away from home	365.773	366.957	368.386	3.4	0.7	0.4
Alcoholic beverages	269.818	272.111	272.002	2.6	0.8	0.0
Housing	315.385	316.182	316.774	4.0	0.4	0.2
Shelter	369.883	371.389	372.316	4.8	0.7	0.2
Rent of primary residence	394.789	395.963	396.806	4.0	0.5	0.2
Owners' equiv. rent of residences(1)	372.695	374.541	375.462	4.8	0.7	0.2
Owners' equiv. rent of primary residence(1)	372.668	374.495	375.412	4.8	0.7	0.2
Fuels and utilities	303.836	303.107	302.496	3.1	-0.4	-0.2
Household energy	247.090	246.184	244.341	2.4	-1.1	-0.7
Energy services	247.243	246.366	244.490	2.5	-1.1	-0.8
Electricity	244.758	243.270	239.734	2.4	-2.1	-1.5
Utility (piped) gas service	243.267	246.568	256.004	3.4	5.2	3.8
Household furnishings and operations	146.462	145.703	145.816	-1.3	-0.4	0.1
Apparel	145.106	142.819	139.580	-0.3	-3.8	-2.3
Transportation	268.606	270.045	269.052	0.6	0.2	-0.4
Private transportation	271.302	271.898	270.379	0.2	-0.3	-0.6
New and used motor vehicles(2)	125.006	125.050	125.404	-2.7	0.3	0.3
New vehicles	184.444	184.200	184.635	-1.0	0.1	0.2
New cars and trucks(2)(3)	-	-	-	-	-	-
New cars(3)	181.387	181.539	182.160	-1.3	0.4	0.3
Used cars and trucks	177.432	178.076	179.201	-3.8	1.0	0.6
Motor fuel	262.527	259.447	253.770	-4.6	-3.3	-2.2
Gasoline (all types)	261.513	258.400	252.696	-4.1	-3.4	-2.2
Unleaded regular(3)	254.223	251.151	245.396	-4.3	-3.5	-2.3
Unleaded midgrade(3)(4)	299.402	295.663	290.192	-3.2	-3.1	-1.9
Unleaded premium(3)	294.942	291.780	286.773	-2.8	-2.8	-1.7

Footnotes

(1) Indexes on a December 1982=100 base.

(2) Indexes on a December 1997=100 base.

(3) Special index based on a substantially smaller sample.

(4) Indexes on a December 1993=100 base.

(5) Indexes on a December 1977=100 base.

NOTE: Index applies to a month as a whole, not to any specific date.

- Data not available.

Regions defined as the four Census regions. South includes Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, and West Virginia.

Item and Group	Indexes			Percent change from-		
	Sep. 2024	Oct. 2024	Nov. 2024	Nov. 2023	Sep. 2024	Oct. 2024
Medical care	535.448	537.012	538.135	3.2	0.5	0.2
Medical care commodities	384.229	384.526	383.111	-0.5	-0.3	-0.4
Medical care services	585.915	587.910	589.903	4.1	0.7	0.3
Professional services	407.690	409.389	410.014	4.4	0.6	0.2
Recreation(2)	137.895	137.835	138.987	1.7	0.8	0.8
Education and communication(2)	141.121	141.356	140.885	0.5	-0.2	-0.3
Tuition, other school fees, and child care(5)	1,551.043	1,554.295	1,557.702	4.7	0.4	0.2
Other goods and services	535.578	538.645	539.457	3.8	0.7	0.2
Commodity and service group						
All Items	306.078	306.889	306.877	2.7	0.3	0.0
Commodities	220.478	220.198	219.331	-0.3	-0.5	-0.4
Commodities less food and beverages	174.876	174.070	173.022	-1.7	-1.1	-0.6
Nondurables less food and beverages	229.343	227.736	225.144	-0.9	-1.8	-1.1
Nondurables less food, beverages, and apparel	280.378	279.163	276.937	-1.1	-1.2	-0.8
Durables	125.070	124.823	124.804	-2.9	-0.2	0.0
Services	392.557	394.460	395.302	4.4	0.7	0.2
Rent of shelter(1)	380.998	382.517	383.495	4.8	0.7	0.3
Transportation services	501.927	511.834	511.434	6.1	1.9	-0.1
Other services	399.998	401.417	402.585	2.7	0.6	0.3
Special aggregate indexes						
All items less medical care	293.267	294.037	293.971	2.6	0.2	0.0
All items less food	302.463	303.217	303.237	2.7	0.3	0.0
All items less shelter	281.983	282.497	282.071	1.5	0.0	-0.2
Commodities less food	177.712	176.976	175.947	-1.6	-1.0	-0.6
Nondurables	274.058	273.787	272.285	0.8	-0.6	-0.5
Nondurables less food	231.264	229.881	227.433	-0.7	-1.7	-1.1
Nondurables less food and apparel	277.944	277.041	275.012	-0.8	-1.1	-0.7
Services less rent of shelter(1)	418.566	421.061	421.729	3.9	0.8	0.2
Services less medical care services	374.146	376.020	376.769	4.4	0.7	0.2
Energy	249.271	247.333	243.675	-1.1	-2.2	-1.5
All items less energy	313.442	314.525	314.867	2.9	0.5	0.1
All items less food and energy	311.479	312.544	312.978	3.1	0.5	0.1
Commodities less food and energy commodities	167.503	167.058	166.595	-1.1	-0.5	-0.3
Energy commodities	267.532	264.422	258.771	-4.6	-3.3	-2.1
Services less energy services	407.857	410.026	411.125	4.5	0.8	0.3
Footnotes						
(1) Indexes on a December 1982=100 base.						
(2) Indexes on a December 1997=100 base.						
(3) Special index based on a substantially smaller sample.						
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Commissioners Court - Regular Session**30.****Meeting Date:** 01/14/2025

HNTB 82588 GEC Road & Bridge Contract Amendment No 1

Submitted For: Robert Daigh**Submitted By:** Vicky Edwards, Infrastructure**Department:** Infrastructure**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on Contract Amendment No. 1 under Williamson County Contract for Engineering Services between HNTB Corporation and Williamson County dated January 9, 2024 for General Engineering Consultant – Construction Management/Inspection Services for Williamson County Road and Bridge Department Projects.

Background

This contract amendment adjusts the rate schedule to align with the change in the Consumer Price Index (CPI) in accordance with the Agreement. The adjustment results in a 2.7% increase in labor rates.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

HNTB 82588 GEC Road & Bridge Contract Amendment No 1

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 01/09/2025

Reviewed By

Hal Hawes

Delia Colon

Date

01/09/2025 09:27 AM

01/09/2025 10:04 AM

Started On: 01/09/2025 08:43 AM

HNTB Corporation
Engineers Architects Planners

101 E. Old Settlers Blvd.
Suite 225
Round Rock, Texas 78664

Telephone (512) 447-5590
Facsimile (512) 447-5329
www.hntb.com

Pamela Navarrette
Assistant Financial Director
Williamson County Auditor
710 S. Main Street, Suite 301
Georgetown, TX 78626

January 9, 2025

Subject - Contract Amendment No. 1 to Williamson County Contract for Engineering Services (Road & Bridge Project).

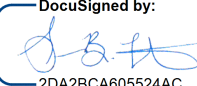
Ms. Navarrette,

Per our Agreement, effective January 9, 2024, with Williamson County as the Road and Bridge Department Projects General Engineering Consultant for Construction Management/Inspection Services, HNTB respectfully requests to begin use of the new 2025 Rates presented in Exhibit C, attached hereto.

This request for rate adjustment is in accordance with the Agreement whereas the Consumer Price Index (CPI) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100) has substantially moved higher and the product of the variances of the CPIs results in a 2.7% increase from our 2024 Rates. This is further summarized with backup documentation included in Exhibit C.

We will begin applying the 2025 Rates on our January invoice to Williamson County. We sincerely value our long-standing relationship with Williamson County. Should there be any concerns with this request please do not hesitate to contact Christen Eschberger at 512-527-1768.

Best regards,

DocuSigned by:

2DA2BCA605524AC...

Summer B. Lawton, PLA
Vice President, HNTB Corporation

CONTRACT AMENDMENT NO. 1
TO
WILLIAMSON COUNTY CONTRACT FOR
ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD & BRIDGE PROJECT:
(General Engineering Consultant (GEC) and Construction Management/Inspection
Services)

THIS CONTRACT AMENDMENT NO. 1 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **HNTB Corporation** (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective **January 9, 2024** (the "Contract");

WHEREAS, pursuant to Article 22 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the Rate Schedule in Exhibit C of the Contract are limited to the rates noted in said Exhibit C; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

- I. The hourly Rates in the original Exhibit C of the Contract are hereby amended as shown in the attached revised Exhibit C.

All other terms of the Contract are unchanged and will remain in full force and effect.

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, to be effective as of the date of the last party’s execution below.

ENGINEER:

By:  _____
Signature

Summer B. Lawton
Printed Name

Vice President
Title

1/9/2025
Date

COUNTY:

By: _____
Signature

Printed Name

Title

Date



EXHIBIT C RATE SCHEDULE

Rate Schedule for HNTB Corporation

<u>Classification</u>	<u>2024 Billing</u> <u>Rate</u>	<u>2024 Premium OT</u> <u>Billing Rate</u>	<u>2025 Billing</u> <u>Rate</u>	<u>2025 Premium OT</u> <u>Billing Rate</u>
Principal	\$420		\$431	
Sr. Financial Advisor	\$397		\$408	
Sr. Project Advisor	\$414		\$425	
Project Advisor	\$332		\$341	
Program Manager	\$443		\$455	
Sr. Project Manager	\$328		\$337	
Project Manager	\$260		\$267	
Deputy Project Manager	\$234		\$240	
Sr. Engineer	\$234		\$240	
Project Engineer	\$198		\$203	
Design Engineer	\$157		\$161	
EIT	\$128		\$131	
Sr. CADD Technician	\$187		\$192	
CADD Technician	\$97		\$100	
Principal Planner	\$290		\$298	
Sr. Environmental Specialist	\$286		\$294	
Environmental Specialist	\$230		\$236	
Sr. Environmental Planner	\$181		\$186	
Environmental Planner	\$141		\$145	
Sr. GIS Analyst	\$204		\$210	
GIS Analyst	\$131		\$135	
Sr. Public Involvement Representative	\$136		\$140	
Public Involvement Representative	\$116		\$119	
Sr. Urban Planner	\$256		\$263	
Urban Planner	\$130		\$134	
Sr. ROW Agent	\$220		\$226	
ROW Agent	\$169		\$174	
Sr. Construction Manager	\$229		\$235	
Construction Manager	\$193		\$198	
Sr. Construction Representative	\$165	\$193	\$169	\$198
Construction Representative III	\$158	\$185	\$162	\$190
Construction Representative II	\$146	\$171	\$150	\$176
Construction Representative	\$111	\$130	\$114	\$134
Sr. Developer	\$210		\$216	
Developer II	\$176		\$181	
Developer	\$138		\$142	
Sr. Business Manager	\$253		\$260	
Business Manager	\$176		\$181	
Sr. Project Analyst	\$164		\$168	
Project Analyst	\$120		\$123	
Quality Manager	\$229		\$235	
Sr. Project Controls	\$189		\$194	
Project Controls	\$106		\$109	
Sr. Scheduler	\$234		\$240	
Scheduler	\$175		\$180	
Administrative Assistant	\$92		\$94	
Intern	\$87		\$89	

Vehicle Leases will be reimbursed at a rate of \$100.00/day

Rate Schedule for Front Line Advisory Group, LLC

<u>Classification</u>	<u>2024 Billing</u>	<u>2024 Premuim OT</u>	<u>2025 Billing</u>	<u>2025 Premuim OT</u>
	<u>Rate</u>	<u>Billing Rate</u>	<u>Rate</u>	<u>Billing Rate</u>
Principal	\$210		\$216	
Senior Program Controller	\$194		\$199	
Program Controller II	\$174		\$179	
Program Controller I	\$157		\$161	
Senior Program Scheduler	\$187		\$192	
Program Scheduler II	\$169		\$174	
Program Scheduler I	\$152		\$156	
Senior Program Analyst	\$172		\$177	
Program Analyst II	\$155		\$159	
Program Analyst I	\$139		\$143	
Senior Document Mgt Specialist	\$100		\$103	
Document Mgt Specialist II	\$90		\$92	
Document Mgt Specialist I	\$81		\$83	
Administrative Manager	\$84		\$86	

Rate Schedule for BZZ Engineering, LLC

<u>Classification</u>	<u>2024 Billing</u>	<u>2024 Premium OT</u>	<u>2025 Billing</u>	<u>2025 Premium OT</u>
	<u>Rate</u>	<u>Billing Rate</u>	<u>Rate</u>	<u>Billing Rate</u>
Principal	\$425		\$436	
Sr. Project Manager	\$325		\$334	
Project Manager	\$275		\$282	
Deputy Project Manager	\$235		\$241	
Sr. Engineer	\$235		\$241	
Project Engineer	\$200		\$205	
Design Engineer	\$165		\$169	
EIT	\$135		\$139	
Sr. CADD Technician	\$190		\$195	
CADD Technician	\$100		\$103	
Sr. GIS Analyst	\$210		\$216	
GIS Analyst	\$150		\$154	
Sr. Public Involvement Representative	\$140		\$144	
Public Involvement Representative	\$120		\$123	
Sr. Construction Manager	\$225		\$231	
Construction Manager	\$200		\$205	
Sr. Construction Representative	\$165	\$200	\$169	\$205
Construction Representative III	\$155	\$190	\$159	\$195
Construction Representative II	\$140	\$170	\$144	\$175
Construction Representative	\$110	\$135	\$113	\$139
Sr. Business Manager	\$235		\$241	
Business Manager	\$180		\$185	
Sr. Project Analyst	\$190		\$195	
Project Analyst	\$120		\$123	
Quality Manager	\$190		\$195	
Sr. Project Controls	\$175		\$180	
Project Controls	\$110		\$113	
Sr. Scheduler	\$235		\$241	
Scheduler	\$190		\$195	
Administrative Assistant	\$95		\$98	

Summary of Changes to CPI

Month	Year	CPI
Nov	2023	298.93
Nov	2024	306.877
Variance		7.947
% Variance (escalation)		2.7%



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News Release Information

24-2438-ATL
Wednesday, December 11, 2024

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BLInfoAtlanta@bls.gov
www.bls.gov/regions/southeast

Media contact:

(404) 893-4220

Related Links

[CPI Charts](#) | [Southeast CPI Card](#)

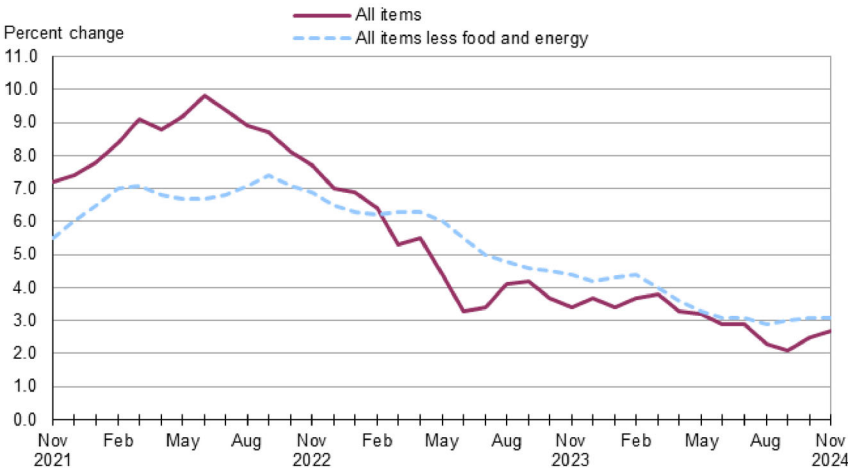
Consumer Price Index, South Region — November 2024

Area prices unchanged in November; up 2.7 percent over the past year

The Consumer Price Index for All Urban Consumers (CPI-U) for the South was unchanged in November, the U.S. Bureau of Labor Statistics reported today. A decline in the gasoline index was more than offset by an increase in the index for shelter. (Data in this report are not seasonally adjusted. Accordingly, month-to-month changes may reflect the impact of seasonal influences.)

The all items CPI-U for the South increased 2.7 percent for the 12 months ending in November, after increasing 2.5 percent for the 12-month period ending in October. (See [chart 1](#) and [table A](#).) The index for all items less food and energy advanced 3.1 percent over the past 12 months. The food index continued to increase, up 2.1 percent over the past year. In contrast, the energy index declined 1.1 percent over the same period. (See [table 1](#).)

Chart 1. Over-the-year percent change in CPI-U, South region, November 2021–November 2024



Source: U.S. Bureau of Labor Statistics.

[View Chart Data](#)

The food index was little changed in November, down 0.1 percent. The index for food at home declined 0.4 percent over the month, while the index for food away from home rose 0.4 percent over the same period. Four of the six major grocery store food group indexes declined in November, including cereals and bakery products (-1.8 percent) and other food at home (-0.7 percent). In comparison, the indexes for nonalcoholic beverages and beverage materials (+1.0 percent) and meats, poultry, fish, and eggs (+0.2 percent) increased in November.

The food index rose 2.1 percent for the 12 months ending in November. The index for food away from home increased 3.4 percent over the past year, while the index for food at home rose 1.3 percent over the same period. Five of the six major grocery store food group indexes increased over the past year, led by a 3.8-percent increase in the meats, poultry, fish, and eggs index. In comparison, the cereals and bakery products index declined 0.5 percent over the past 12 months.

Energy

The energy index declined 1.5 percent in November, reflecting decreases in the gasoline (-2.2 percent) and electricity (-1.5 percent) indexes. In contrast, the natural gas index rose 3.8 percent in November.

The energy index declined 1.1 percent for the 12 months ending in November. The index for gasoline fell 4.1 percent over the past 12 months. The indexes for electricity (+2.4 percent) and natural gas (+3.4 percent) increased over the past year.

All items less food and energy

The index for all items less food and energy was little changed in November, up 0.1 percent. The shelter index rose 0.2 percent in November. The index for owners’ equivalent rent rose 0.2 percent over the month, as did the index for rent of primary residence. Recreation (+0.8 percent) was also among the indexes to increase in November. In comparison, the index for apparel declined 2.3 percent over the month.

The index for all items less food and energy advanced 3.1 percent for the 12 months ending in November, as it did for the 12-month period ending in October. The index for shelter (+4.8 percent) was the largest contributor to the total 12-month increase in the all items less food and energy index. The indexes for owners’ equivalent rent (+4.8 percent) and rent of primary residence (+4.0 percent) also increased over the past year.

Geographic divisions

Additional price indexes are now available for the three divisions of the South. In November, the all items index increased 0.2 percent in the East South Central division and 0.1 percent in the South Atlantic division. In comparison, the all items index declined 0.3 percent in the West South Central division.

Over the year, the all items index increased 4.0 percent in the East South Central division, 2.7 percent in the South Atlantic division, and 2.0 percent in the West South Central division.

Table A. South region CPI-U 1-month and 12-month percent changes, all items index, not seasonally adjusted

Month	2020		2021		2022		2023		2024	
	1-month	12-month	1-month	12-month	1-month	12-month	1-month	12-month	1-month	12-month
January	0.3	2.3	0.5	1.6	0.9	7.8	0.8	6.9	0.6	3.4
February	0.2	1.9	0.5	2.0	1.1	8.4	0.6	6.4	0.9	3.7
March	-0.1	1.1	0.8	2.9	1.4	9.1	0.4	5.3	0.4	3.8
April	-0.8	-0.2	0.7	4.4	0.5	8.8	0.7	5.5	0.2	3.3
May	-0.2	-0.4	0.8	5.6	1.2	9.2	0.2	4.4	0.1	3.2
June	0.6	0.3	0.9	5.8	1.5	9.8	0.3	3.3	0.0	2.9
July	0.6	0.6	0.5	5.8	0.1	9.4	0.2	3.4	0.2	2.9
August	0.4	1.1	0.3	5.6	-0.2	8.9	0.6	4.1	0.0	2.3
September	0.2	1.3	0.3	5.8	0.2	8.7	0.2	4.2	0.1	2.1
October	0.1	1.3	1.0	6.6	0.4	8.1	-0.1	3.7	0.3	2.5
November	-0.1	1.2	0.4	7.2	0.1	7.7	-0.2	3.4	0.0	2.7
December	0.2	1.4	0.3	7.4	-0.3	7.0	-0.1	3.7		

The Consumer Price Index for December 2024 is scheduled to be released on Wednesday, January 15, 2025, at 8:30 a.m. (ET).

Notice Regarding Ceasing Publication of Utility Indexes

With the publication of January 2025 data in February 2025, several indexes and average price series will be discontinued.

The following CPI indexes will continue to be published at the national level, but will be discontinued for all metropolitan areas, census divisions, and regional size classes:

- Electricity
- Utility (piped) gas (often referred to as natural gas)
- Energy services
- Fuels and utilities
- Household energy

The following CPI average price series will continue to be published at the national level, but will be discontinued for all metropolitan areas, census divisions, and regional size classes:

- Electricity per KWH
- Utility (piped) gas per therm

Technical Note

The [Consumer Price Index](#) (CPI) is a measure of the average change in prices over time in a fixed market basket of goods and services. The Consumer Price Index for the **South** is published monthly. The set of components and sub-aggregates published for regional and metropolitan indexes is more limited than at the U.S. city average level; these indexes are byproducts of the national CPI program. Each local index has a much smaller sample size than the national or regional indexes and is, therefore, subject to

The South region is comprised of Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, and West Virginia.

Refer to the national [CPI news release technical note](#) or the [Handbook of Methods](#) for more information.

Information in this release will be made available to individuals with sensory impairments upon request. Voice phone: (202) 691-5200; Telecommunications Relay Service: 7-1-1.

Item and Group	Indexes			Percent change from-		
	Sep. 2024	Oct. 2024	Nov. 2024	Nov. 2023	Sep. 2024	Oct. 2024
Expenditure category						
All Items	306.078	306.889	306.877	2.7	0.3	0.0
All items (December 1977=100)	496.502	497.817	497.798	-	-	-
Food and beverages	324.177	325.457	325.227	2.2	0.3	-0.1
Food	328.080	329.284	329.045	2.1	0.3	-0.1
Food at home	305.802	307.013	305.829	1.3	0.0	-0.4
Cereals and bakery products	365.993	368.887	362.137	-0.5	-1.1	-1.8
Meats, poultry, fish, and eggs	326.451	326.302	327.049	3.8	0.2	0.2
Dairy and related products	272.076	274.119	272.067	1.8	0.0	-0.7
Fruits and vegetables	335.299	336.949	334.872	0.7	-0.1	-0.6
Nonalcoholic beverages and beverage materials	215.122	216.045	218.300	2.0	1.5	1.0
Other food at home	272.812	273.890	272.036	0.1	-0.3	-0.7
Food away from home	365.773	366.957	368.386	3.4	0.7	0.4
Alcoholic beverages	269.818	272.111	272.002	2.6	0.8	0.0
Housing	315.385	316.182	316.774	4.0	0.4	0.2
Shelter	369.883	371.389	372.316	4.8	0.7	0.2
Rent of primary residence	394.789	395.963	396.806	4.0	0.5	0.2
Owners' equiv. rent of residences(1)	372.695	374.541	375.462	4.8	0.7	0.2
Owners' equiv. rent of primary residence(1)	372.668	374.495	375.412	4.8	0.7	0.2
Fuels and utilities	303.836	303.107	302.496	3.1	-0.4	-0.2
Household energy	247.090	246.184	244.341	2.4	-1.1	-0.7
Energy services	247.243	246.366	244.490	2.5	-1.1	-0.8
Electricity	244.758	243.270	239.734	2.4	-2.1	-1.5
Utility (pipd) gas service	243.267	246.568	256.004	3.4	5.2	3.8
Household furnishings and operations	146.462	145.703	145.816	-1.3	-0.4	0.1
Apparel	145.106	142.819	139.580	-0.3	-3.8	-2.3
Transportation	268.606	270.045	269.052	0.6	0.2	-0.4
Private transportation	271.302	271.898	270.379	0.2	-0.3	-0.6
New and used motor vehicles(2)	125.006	125.050	125.404	-2.7	0.3	0.3
New vehicles	184.444	184.200	184.635	-1.0	0.1	0.2
New cars and trucks(2)(3)	-	-	-	-	-	-
New cars(3)	181.387	181.539	182.160	-1.3	0.4	0.3
Used cars and trucks	177.432	178.076	179.201	-3.8	1.0	0.6
Motor fuel	262.527	259.447	253.770	-4.6	-3.3	-2.2
Gasoline (all types)	261.513	258.400	252.696	-4.1	-3.4	-2.2
Unleaded regular(3)	254.223	251.151	245.396	-4.3	-3.5	-2.3
Unleaded midgrade(3)(4)	299.402	295.663	290.192	-3.2	-3.1	-1.9
Unleaded premium(3)	294.942	291.780	286.773	-2.8	-2.8	-1.7

- (1) Indexes on a December 1982=100 base.
- (2) Indexes on a December 1997=100 base.
- (3) Special index based on a substantially smaller sample.
- (4) Indexes on a December 1993=100 base.
- (5) Indexes on a December 1977=100 base.

NOTE: Index applies to a month as a whole, not to any specific date.

- Data not available.

Regions defined as the four Census regions. South includes Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, and West Virginia.

Item and Group	Indexes			Percent change from-		
	Sep. 2024	Oct. 2024	Nov. 2024	Nov. 2023	Sep. 2024	Oct. 2024
Medical care	535.448	537.012	538.135	3.2	0.5	0.2
Medical care commodities	384.229	384.526	383.111	-0.5	-0.3	-0.4
Medical care services	585.915	587.910	589.903	4.1	0.7	0.3
Professional services	407.690	409.389	410.014	4.4	0.6	0.2
Recreation(2)	137.895	137.835	138.987	1.7	0.8	0.8
Education and communication(2)	141.121	141.356	140.885	0.5	-0.2	-0.3
Tuition, other school fees, and child care(5)	1,551.043	1,554.295	1,557.702	4.7	0.4	0.2
Other goods and services	535.578	538.645	539.457	3.8	0.7	0.2
Commodity and service group						
All Items	306.078	306.889	306.877	2.7	0.3	0.0
Commodities	220.478	220.198	219.331	-0.3	-0.5	-0.4
Commodities less food and beverages	174.876	174.070	173.022	-1.7	-1.1	-0.6
Nondurables less food and beverages	229.343	227.736	225.144	-0.9	-1.8	-1.1
Nondurables less food, beverages, and apparel	280.378	279.163	276.937	-1.1	-1.2	-0.8
Durables	125.070	124.823	124.804	-2.9	-0.2	0.0
Services	392.557	394.460	395.302	4.4	0.7	0.2
Rent of shelter(1)	380.998	382.517	383.495	4.8	0.7	0.3
Transportation services	501.927	511.834	511.434	6.1	1.9	-0.1
Other services	399.998	401.417	402.585	2.7	0.6	0.3
Special aggregate indexes						
All items less medical care	293.267	294.037	293.971	2.6	0.2	0.0
All items less food	302.463	303.217	303.237	2.7	0.3	0.0
All items less shelter	281.983	282.497	282.071	1.5	0.0	-0.2
Commodities less food	177.712	176.976	175.947	-1.6	-1.0	-0.6
Nondurables	274.058	273.787	272.285	0.8	-0.6	-0.5
Nondurables less food	231.264	229.881	227.433	-0.7	-1.7	-1.1
Nondurables less food and apparel	277.944	277.041	275.012	-0.8	-1.1	-0.7
Services less rent of shelter(1)	418.566	421.061	421.729	3.9	0.8	0.2
Services less medical care services	374.146	376.020	376.769	4.4	0.7	0.2
Energy	249.271	247.333	243.675	-1.1	-2.2	-1.5
All items less energy	313.442	314.525	314.867	2.9	0.5	0.1
All items less food and energy	311.479	312.544	312.978	3.1	0.5	0.1
Commodities less food and energy commodities	167.503	167.058	166.595	-1.1	-0.5	-0.3
Energy commodities	267.532	264.422	258.771	-4.6	-3.3	-2.1
Services less energy services	407.857	410.026	411.125	4.5	0.8	0.3
Footnotes						
(1) Indexes on a December 1982=100 base.						
(2) Indexes on a December 1997=100 base.						
(3) Special index based on a substantially smaller sample.						
(4) Indexes on a December 1993=100 base.						
(5) Indexes on a December 1977=100 base.						
NOTE: Index applies to a month as a whole, not to any specific date.						
- Data not available.						
Regions defined as the four Census regions. South includes Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, and West Virginia.						

Commissioners Court - Regular Session**31.****Meeting Date:** 01/14/2025

Halff Associates Inc RFQ2572 Contract Amendment No 3 and WA4 SA2 and WA2 SA3

Submitted For: Robert Daigh**Submitted By:** Vicky Edwards, Infrastructure**Department:** Infrastructure**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on Contract Amendment No. 3 to RFQ2572 Flood Plain Maps Update (Atlas 14 – Salado Creek Basin Study & Technical Review) contract between Williamson County and Halff Associates, Inc. relating to the Texas Water Development Board (TWDB) Agreement. Project: P382. Funding source: CIP/Road and Bridge.

Background

Halff Associates, Inc. Contract Amendment No. 3 increases the contract compensation cap by \$1,618,000.00, increasing it from \$3,740,000.00 to \$5,358,000.00. This will allow for the execution of Supplemental No. 2 to Work Authorization No. 4 in the amount of \$800,000.00 for the completion of the H&H study area analysis and mapping of the Salado and Berry Creek watershed and extends the termination date to December 31, 2025, a Supplemental No. 3 to Work Authorization No. 2 extending the termination date to December 31, 2025, to allow for continued Technical Program Management, and a future Work Authorization No. 5 to address LiDAR improvements.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Halff Contract Amendment No 3

Halff WA2 SA3

Halff WA4 SA2

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 01/09/2025

Reviewed By

Hal Hawes

Delia Colon

Date

01/09/2025 12:56 PM

01/09/2025 03:16 PM

Started On: 01/09/2025 10:41 AM

CONTRACT AMENDMENT NO. 3
TO
WILLIAMSON COUNTY CONTRACT FOR
ENGINEERING SERVICES

**WILLIAMSON COUNTY ROAD BOND PROJECT:
Flood Plain Maps Update (ATLAS 14 Mapping) ("Project")**

THIS CONTRACT AMENDMENT NO. 3 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Halff Associates, Inc. (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective March 24, 2020 (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to \$ 3,740,000.00; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

- I. The Compensation Cap under Article 5 of the Contract is hereby increased from \$3,740,000.00 to \$5,358,000, reflecting a total increase of \$1,618,000.

All other terms of the Contract are unchanged and will remain in full force and effect.

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

ENGINEER:
Halff Associates, Inc.

COUNTY:
Williamson County, Texas

By: Cindy Engelhardt
Signature

By: _____
Signature

Cindy Engelhardt, PE, CFM
Printed Name

Printed Name

Senior Vice President
Title

Title

12/30/24
Date

Date

APPROVED
By Christen Eschberger at 5:12 pm, Dec 31, 2024

SUPPLEMENTAL WORK AUTHORIZATION NO. 3
TO
WORK AUTHORIZATION NO. 2

WILLIAMSON COUNTY ROAD BOND PROJECT:
Atlas 14 Floodplain Mapping Update – Technical Program Manager

This Supplemental Work Authorization No. 3 to Work Authorization No. 2 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated March 24, 2020 (“Contract”) and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Halff Associates, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 2 dated effective January 8, 2021 (the “Work Authorization”);

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

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

AGREEMENT

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

- I. The Work Authorization shall terminate on December 31, 2025. The Services to be Provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment “C” (must be attached).

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

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

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

ENGINEER:
Halff Associates, Inc.

By: Stephen Crawford
Signature

Stephen Crawford
Printed Name

Vice President
Title

12/3/24
Date

COUNTY:
Williamson County, Texas

By: _____
Signature

Printed Name

Title

Date

LIST OF ATTACHMENTS

Attachment C - Work Schedule

APPROVED

By Christen Eschberger at 11:10 am, Dec 30, 2024

EXHIBIT C

Supplemental Work Authorization No. 3 Atlas 14 Floodplain Mapping Update - WA#2

Technical Program Management activities will be conducted throughout the implementation of the Williamson County Atlas 14 Floodplain Mapping Project utilizing grant funding from the Texas Water Development Board (TWDB) Flood Infrastructure Fund (FIF). As such, the technical program manager schedule will terminate on December 31, 2025.

Grant Schedule

Williamson County anticipates a 56-month schedule for the implementation of the grant project. The engineering implementation is proposed within a 47-month schedule to allow for TWDB coordination and grant closeout. It should be noted that the project start date may shift, but the duration of activities is not anticipated to change. The schedule below displays the sequencing of grant activities.

TASK	START	END
<i>Notice to Proceed*</i>	4/1/2021	
1. Project Management	4/1/2021	12/31/2025
2. Data Collection	4/1/2021	4/18/2022
3. Field Survey	4/1/2021	2/16/2022
4. Field Measure & General	6/1/2021	4/18/2022
5. Terrain	5/3/2021	8/23/2021
6. Hydrology	6/7/2021	2/14/2025
7. Hydraulics	7/2/2021	2/14/2025
8. Alternatives	8/15/2024	1/2/2025
9. QA/QC	5/3/2021	4/15/2025
10. Documentation	4/16/2024	2/27/2025
11. Draft HNTB Review	2/28/2025	3/13/2025
12. Corrections	3/14/2025	4/15/2025
13. Final Report HNTB Review	4/16/2025	4/30/2025
14. Corrections	5/1/2025	5/30/2025
15. Final Report TWDB Review	6/2/2025	11/28/2025
16. Final Corrections	12/1/2025	12/31/2025

** Task Start/End dates may shift depending on actual NTP date*

SUPPLEMENTAL WORK AUTHORIZATION NO. 2
TO
WORK AUTHORIZATION NO. 4

WILLIAMSON COUNTY ROAD BOND PROJECT:
Atlas 14 Floodplain Mapping Update – Study Area Analysis

This Supplemental Work Authorization No. 2 to Work Authorization No. 4 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated March 24, 2020 (“Contract”) and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Halff Associates, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 4 dated effective May 1, 2021 and executed July 14, 2021 (the “Work Authorization”);

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

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

AGREEMENT

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

- I. The Work Authorization shall terminate on December 31, 2025. The Services to be Provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment “C” (must be attached).
- II. The maximum amount payable for services under the Work Authorization is hereby increased from \$2,511,409 to \$3,311,409.

County and Engineer agree that for and in consideration of both the payments of compensation to be made by County pursuant to this Supplemental Agreement No. 2 and any addition of time set out herein, if any, the sufficiency of which are acknowledged by Engineer, and effective upon the payment of all sums that may become due under this Supplemental No. 2, Engineer, for and on behalf of itself and all persons claiming by, through or under it, hereby releases and forever discharges the County, its Commissioners Court, and all of their officers, directors, employees, attorneys, agents and servants of and from any and all claim, loss, liability, damage, cost or expense that arises out of or relates to the Contract or the Project for the period of time from the commencement of the Engineering Services under the Contract through the Effective Date of this Supplemental Agreement No. 2, whether for extra or additional services, delays, acceleration, disruption, lost productivity or inefficiency, cost escalation, extended home or field office

overhead or expense, interest, penalties for late payment, attorneys' fees, or any other financial or economic loss or damage of any kind or nature, and whether arising in tort (including negligence and negligent misrepresentation), in contract or otherwise. Nothing herein shall be construed or interpreted to release any potential claims between Engineer and County for projects other than the Project identified in the Contract. Furthermore, nothing set forth in this Supplemental Agreement No. 2 is intended or shall be construed to alter the requirements of the Contract for completion of the Engineering Services, including the Additional Services described herein and yet to be performed by Engineer as of the Effective Date of this Supplemental Agreement No. 2 and County's payment of compensation for the Additional Services set out in this Supplemental Agreement No. 2 in accordance with the terms of the Contract.

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

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

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

ENGINEER:
Halff Associates, Inc.

By: Stephen Crawford
Signature
Stephen Crawford

Printed Name

Vice President
Title

12/3/24
Date

COUNTY:
Williamson County, Texas

By: _____
Signature

Printed Name

Title

Date

LIST OF ATTACHMENTS

Attachment C - Work Schedule

APPROVED

By Christen Eschberger at 11:06 am, Dec 30, 2024

EXHIBIT C

Supplemental Work Authorization No. 2 Work Authorization No. 4 – Study Area Analysis

Grant Schedule

Williamson County anticipates a 56-month schedule for the implementation of the grant project. The engineering implementation is proposed within a 47-month schedule to allow for TWDB coordination and grant closeout. It should be noted that the project start date may shift, but the duration of activities is not anticipated to change. The schedule below displays the sequencing of grant activities.

TASK	START	END
<i>Notice to Proceed*</i>	4/1/2021	
1. Project Management	4/1/2021	12/31/2025
2. Data Collection	4/1/2021	4/18/2022
3. Field Survey	4/1/2021	2/16/2022
4. Field Measure & General	6/1/2021	4/18/2022
5. Terrain	5/3/2021	8/23/2021
6. Hydrology	6/7/2021	2/14/2025
7. Hydraulics	7/2/2021	2/14/2025
8. Alternatives	8/15/2024	1/2/2025
9. QA/QC	5/3/2021	4/15/2025
10. Documentation	4/16/2024	2/27/2025
11. Draft HNTB Review	2/28/2025	3/13/2025
12. Corrections	3/14/2025	4/15/2025
13. Final Report HNTB Review	4/16/2025	4/30/2025
14. Corrections	5/1/2025	5/30/2025
15. Final Report TWDB Review	6/2/2025	11/28/2025
16. Final Corrections	12/1/2025	12/31/2025

* Task Start/End dates may shift depending on actual NTP date

Commissioners Court - Regular Session**32.****Meeting Date:** 01/14/2025

Doucet & Associates Inc RFQ2572 Contract Amendment No 3 and WA2 SA3

Submitted For: Robert Daigh**Submitted By:** Vicky Edwards, Infrastructure**Department:** Infrastructure**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on Contract Amendment No. 3 to RFQ2572 Flood Plain Maps Update (Atlas 14 – San Gabriel Basin Study) contract between Williamson County and Doucet & Associates, Inc. relating to the Texas Water Development Board (TWDB) Agreement. Project: P382. Funding source: CIP/Road and Bridge.

Background

Doucet & Associates, Inc. Contract Amendment No. 3 increases the contract compensation cap by \$917,000.00, increasing it from \$3,343,000.00 to \$4,260,000.00. This will allow for the execution of Supplemental No. 3 to Work Authorization No. 2 in the amount of \$300,000.00 for the completion of the H&H study area analysis and mapping of the San Gabriel watershed excluding Berry Creek and extends the termination date to June 30, 2025. As well as a future Work Authorization No. 3 to address LiDAR improvements.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Doucet Contract Amendment 3

Doucet WA2 SA3

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 01/09/2025

Reviewed By

Hal Hawes

Delia Colon

Date

01/09/2025 12:56 PM

01/09/2025 03:16 PM

Started On: 01/09/2025 10:41 AM

CONTRACT AMENDMENT NO. 3
TO
WILLIAMSON COUNTY CONTRACT FOR
ENGINEERING SERVICES

**WILLIAMSON COUNTY ROAD BOND PROJECT:
Flood Plain Maps Update (ATLAS 14 Mapping) ("Project")**

THIS CONTRACT AMENDMENT NO. 3 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Doucet & Associates, Inc. (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective March 23, 2021 (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to \$ 3,343,000.00; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:


- I. The Compensation Cap under Article 5 of the Contract is hereby increased from \$3,343,000.00 to \$4,260,000, reflecting a total increase of \$917,000.

All other terms of the Contract are unchanged and will remain in full force and effect.

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

ENGINEER:

Doucet & Associates, Inc.

By: 
Signature

John D. Barnard, RPLS
Printed Name

Director, Area Manager
Title

12/30/2024
Date

COUNTY:

Williamson County, Texas

By: _____
Signature

Printed Name

Title

Date

APPROVED

By Christen Eschberger at 5:12 pm, Dec 31, 2024

SUPPLEMENTAL WORK AUTHORIZATION NO. 3
TO
WORK AUTHORIZATION NO. 2

WILLIAMSON COUNTY ROAD BOND PROJECT:
Atlas 14 Floodplain Mapping Update – Study Area Analysis

This Supplemental Work Authorization No. 3 to Work Authorization No. 2 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated March 23, 2021 (“Contract”) and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Doucet & Associates, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 2 dated effective June 24, 2021 and executed July 14, 2021 (the “Work Authorization”);

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

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

AGREEMENT

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

- I. The Work Authorization shall terminate on June 30, 2025. The Services to be Provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment “C” (must be attached).
- II. The maximum amount payable for services under the Work Authorization is hereby increased from \$2,747,645 to \$3,047,645.

County and Engineer agree that for and in consideration of both the payments of compensation to be made by County pursuant to this Supplemental Agreement No. 3 and any addition of time set out herein, if any, the sufficiency of which are acknowledged by Engineer, and effective upon the payment of all sums that may become due under this Supplemental No. 3, Engineer, for and on behalf of itself and all persons claiming by, through or under it, hereby releases and forever discharges the County, its Commissioners Court, and all of their officers, directors, employees, attorneys, agents and servants of and from any and all claim, loss, liability, damage, cost or expense that arises out of or relates to the Contract or the Project for the period of time from the commencement of the Engineering Services under the Contract through the Effective Date of this Supplemental Agreement No. 3, whether for extra or additional services, delays, acceleration, disruption, lost productivity or inefficiency, cost escalation, extended home or field office

overhead or expense, interest, penalties for late payment, attorneys' fees, or any other financial or economic loss or damage of any kind or nature, and whether arising in tort (including negligence and negligent misrepresentation), in contract or otherwise. Nothing herein shall be construed or interpreted to release any potential claims between Engineer and County for projects other than the Project identified in the Contract. Furthermore, nothing set forth in this Supplemental Agreement No. 3 is intended or shall be construed to alter the requirements of the Contract for completion of the Engineering Services, including the Additional Services described herein and yet to be performed by Engineer as of the Effective Date of this Supplemental Agreement No. 3 and County's payment of compensation for the Additional Services set out in this Supplemental Agreement No. 3 in accordance with the terms of the Contract.


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

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

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

ENGINEER:

Doucet & Associates, Inc.

By: 
Signature

John D. Barnard, RPLS
Printed Name

Director, Area Manager
Title

12/06/2024
Date

COUNTY:

Williamson County, Texas

By: _____
Signature

Printed Name

Title

Date

LIST OF ATTACHMENTS

Attachment C - Work Schedule

APPROVED

By Christen Eschberger at 11:10 am, Dec 30, 2024

EXHIBIT C

WILLIAMSON COUNTY ATLAS 14 FLOODPLAIN MAPPING UPDATE

Study Area Analysis

Project Schedule: Doucet & Associates, Inc.

TASK	DURATION (working days)	START	END
<i>Notice to Proceed*</i>	1	1-Jul-21	
1. Project Management	1017	1-Jul-21	30-Jun-25
2. Data Collection	100	1-Jul-21	8-Jun-22
3. Hydrologic Analysis	1017	1-Jul-21	30-Jun-25
4. Hydraulic Analysis & Mapping	1017	1-Jul-21	30-Jun-25
5. Conceptual Flood Mitigation Analysis	294	15-May-24	30-Jun-25

* Task Start/End dates may shift depending on actual NTP date

Commissioners Court - Regular Session**33.****Meeting Date:** 01/14/2025

AECOM RFQ2572 Contract Amendment No 4 and WA2 SA2

Submitted For: Robert Daigh**Submitted By:** Vicky Edwards, Infrastructure**Department:** Infrastructure**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on Contract Amendment No. 4 to RFQ2572 Flood Plain Maps Update (Atlas 14 - Brushy Creek Basin Study) contract between Williamson County and AECOM Technical Services, Inc. relating to the Texas Water Development Board (TWDB) Agreement. Project: P382. Funding source: CIP/Road and Bridge.

Background

AECOM Contract Amendment No. 4. Increases the contract compensation cap by \$1,671,000.00, increasing it from \$3,191,000.00 to \$4,862,000.00. This will allow for the execution of Supplemental No. 2 to Work Authorization No. 2 in the amount of \$1,200,000.00 for the completion of the H&H study area analysis and mapping of the Brushy and Middle Yegua Creek watershed. As well as a future Work Authorization No. 3 to address LiDAR improvements.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

AECOM Contract Amendment No 4

AECOM WA2 SA2

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 01/09/2025

Reviewed By

Hal Hawes

Delia Colon

Date

01/09/2025 12:56 PM

01/09/2025 03:16 PM

Started On: 01/09/2025 10:40 AM

CONTRACT AMENDMENT NO. 4
TO
WILLIAMSON COUNTY CONTRACT FOR
ENGINEERING SERVICES

**WILLIAMSON COUNTY ROAD BOND PROJECT:
Flood Plain Maps Update (ATLAS 14 Mapping) ("Project")**

THIS CONTRACT AMENDMENT NO. 4 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and AECOM Technical Services, Inc. (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective March 23, 2021 (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to \$ 3,191,000.00; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:


- I. The Compensation Cap under Article 5 of the Contract is hereby increased from \$ 3,191,000.00 to \$ 4,862,000, reflecting a total increase of \$ 1,671,000.

All other terms of the Contract are unchanged and will remain in full force and effect.

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

ENGINEER:

AECOM Technical Services, Inc.

By:  31-Dec-24

Signature

Tom Wright

Printed Name

Associate Vice President

Title

31DEC2024

Date

COUNTY:

Williamson County, Texas

By: _____
Signature

Printed Name

Title

Date

APPROVED

By Christen Eschberger at 4:33 pm, Jan 08, 2025

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

WILLIAMSON COUNTY ROAD BOND PROJECT:
Flood Plain Maps Update – Brushy Creek Basin Study

This Supplemental Work Authorization No. 2 to Work Authorization No. 2 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated March 23, 2021 (“Contract”) and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and AECOM Technical Services, Inc (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 2 dated effective July 14, 2021 (the “Work Authorization”);

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

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

AGREEMENT

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

- I. The maximum amount payable for services under the Work Authorization is hereby increased from \$2,424,626.00 to \$3,624,626.00.

County and Engineer agree that for and in consideration of both the payments of compensation to be made by County pursuant to this Supplemental Agreement No. 2 and any addition of time set out herein, if any, the sufficiency of which are acknowledged by Engineer, and effective upon the payment of all sums that may become due under this Supplemental No. 2, Engineer, for and on behalf of itself and all persons claiming by, through or under it, hereby releases and forever discharges the County, its Commissioners Court, and all of their officers, directors, employees, attorneys, agents and servants of and from any and all claim, loss, liability, damage, cost or expense that arises out of or relates to the Contract or the Project for the period of time from the commencement of the Engineering Services under the Contract through the Effective Date of this Supplemental Agreement No. 2, whether for extra or additional services, delays, acceleration, disruption, lost productivity or inefficiency, cost escalation, extended home or field office overhead or expense, interest, penalties for late payment, attorneys’ fees, or any other financial or economic loss or damage of any kind or nature, and whether arising in tort (including negligence and negligent misrepresentation), in contract or otherwise. Nothing herein shall be construed or interpreted to release any potential claims between Engineer and County for projects other than the Project identified in the Contract. Furthermore, nothing set forth in this Supplemental

Agreement No. 2 is intended or shall be construed to alter the requirements of the Contract for completion of the Engineering Services, including the Additional Services described herein and yet to be performed by Engineer as of the Effective Date of this Supplemental Agreement No. 2 and County's payment of compensation for the Additional Services set out in this Supplemental Agreement No. 2 in accordance with the terms of the Contract.

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

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

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

ENGINEER:

AECOM Technical Services, Inc.

By:  27-Nov-24
Signature

Tom Wright
Printed Name

Associate Vice President
Title

27NOV2024
Date

COUNTY:

Williamson County, Texas

By: _____
Signature

Printed Name

Title

Date

APPROVED

By Christen Eschberger at 1:16 pm, Dec 30, 2024

Commissioners Court - Regular Session**34.****Meeting Date:** 01/14/2025

Conditional Roadway Acceptance Agreement

Submitted For: Adam Boatright**Submitted By:** Adam Boatright, Infrastructure**Department:** Infrastructure**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a conditional roadway acceptance agreement for the Nolina Phase 1 Sections 1 and 2 subdivision.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Agreement

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 01/09/2025

Reviewed By

Delia Colon

Date

01/09/2025 01:04 PM

Started On: 01/09/2025 11:53 AM



January 9, 2025

Williamson County Municipal Utility District No. 51
c/o Allen Boone Humphries Robinson LLP
919 Congress Avenue, Suite 1500
Austin, Texas 78701

Re: Conditional Roadway Acceptance Agreement for Nolina Phase 1 Sections 1 and 2

Dear Board of Directors:

Please allow this letter agreement ("Agreement") to set out Williamson County's (the "County") understanding regarding the County's conditional roadway acceptance related to the public roads within the Nolina Phase 1 Sections 1 and 2 subdivision constructed by Williamson County Municipal Utility District No. 51 (the "District").

By execution of this letter, County agrees to expeditiously issue a conditional acceptance letter for all public roads located within the Nolina Phase 1 Sections 1 and 2 subdivision in Williamson County, Texas, upon the following conditions and obligations:

1. The District agrees to relocate, at its expense, the stormtrooper water quality treatment improvements ("Stormtrooper") that are currently located within the County's Ronald Reagan Boulevard right-of-way to a location outside of the County's right-of-way. This relocation shall be completed by the District no later than January 1, 2026, unless otherwise agreed to in writing by the County.
2. The District agrees to expeditiously design, at its expense, the Stormtrooper relocation in order to fully comply with the Williamson County Subdivision Regulations dated June 22, 2021, and to submit the design to the County for its review and approval, which shall not be unreasonably withheld, conditioned or delayed.
3. The District agrees that it is responsible to obtain any and all applicable City, County, State and Federal permits or approvals required for the Stormtrooper relocation.
4. In order to secure the completion of the obligations outlined in Paragraph 1 above, the District agrees to provide, or cause to be provided, a performance bond, which will add the County as a dual obligee, in an amount not less than the cost to relocate the Stormtrooper, which amount is currently estimated to be \$74,924.68.
5. The District and County agree that Wild Nolina Way within the Nolina Phase 1 Sections 1 and 2 subdivision shall always remain open for public travel, with any

necessary temporary traffic control devices provided by the District, as approved by the County, until such time as the final completion of obligations in Paragraph 1.

6. The parties acknowledge that any conditional acceptance letter for any public roads within the Nolina Phase 1 Sections 1 and 2 subdivision pursuant to this Agreement shall be for Traffic Operations only. Any final acceptance for maintenance by the County of any public roads within the Nolina Phase 1 Sections 1 and 2 subdivision shall be separately considered and evaluated in accordance with its standard policies and procedures, which will occur on May 1, 2026, which date is 2 years from the date of substantial completion of the street and drainage infrastructure, and only upon completion of the obligations in Paragraph 1.

If this meets with your understanding of the terms of the Agreement, please have the appropriate person sign where indicated and return to me as soon as possible for submission to the Williamson County Commissioners Court for final approval and execution.

Thank you for your assistance with this matter.

Sincerely,

A handwritten signature in dark ink, reading "Adam D. Boatright". The signature is written in a cursive, flowing style.

Adam D. Boatright, P.E.,
Williamson County Engineer

AGREED:

WILLIAMSON COUNTY MUNICIPAL
UTILITY DISTRICT NO. 51

By: Bryan W

Name: Bryan Warner

Title: President, Board of Directors

ACCEPTED AND AGREED:

WILLIAMSON COUNTY

By: _____

Bill Gravell, Jr.

County Judge

Commissioners Court - Regular Session**35.****Meeting Date:** 01/14/2025

Hero Way Segment 2 Purchase Contract

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a real estate contract with Skip Sandell and Nancy Heaton to purchase 5.009 acres needed as right of way for the Hero Way segment 2 project. Funding Source: LRTP P457

Background

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: 01/09/2025

Reviewed By

Delia Colon

Date

01/09/2025 01:02 PM

Started On: 01/08/2025 04:33 PM

REAL ESTATE CONTRACT

Hero Way Segment 2

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **SKIP SANDELL and NANCY HEATON** (referred to in this Contract as "Seller") and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 5.009 acres of land, more or less, in the Key West Irrigation Company Survey, Abstract No. 711, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto;

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property, any improvements on the Property, and any damage to or cost to cure the remaining property of Seller shall be the sum of ONE MILLION THREE HUNDRED TWENTY-FIVE THOUSAND and 00/100 Dollars (\$1,325,000.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

- (1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser.
- (2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company on or before January 31, 2025, or at such time, date, and place as Seller and Purchaser may otherwise agree, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or as specified below (which date is herein referred to as the "Closing Date").

The obligations of the parties to complete the Closing of this transaction shall specifically be contingent upon Seller's delivery of satisfactory evidence that any and all currently existing or executory purchase agreements, including any amendments or extensions thereto, with other purchasers relating to the sale of the Property as of the date of execution of this Agreement have

either expired by their terms or have otherwise been validly terminated by Seller. Until satisfaction of this condition by Seller, this Agreement shall be deemed contingent to the failure or termination of completion of Closing for any other validly existing agreement to sell the Property, and by completion of the Closing of this transaction Seller additionally warrants and represents that all previous agreements to transfer the Property to other purchasers have expired or been validly terminated, and shall fully release and hold Purchaser harmless and agree to indemnify and defend Purchaser from the claims of any third parties arising out of the termination of any previously existing agreements to purchase the Property.

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and marketable title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable.
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause Title Company to issue Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted.
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

- (d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid for by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively as incurred.

ARTICLE VI BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Purchase of Future Right of Way

8.12. Purchaser acknowledges that it is an entity which possesses the power of condemnation, and that the Property has been identified for the proposed future Hero Way/RM 2243 right of way on the current Williamson County Long Range Transportation Plan and the current Williamson County Transportation Plan.

SELLER:


Skip Sandell

Date: 1-4-2025

Address:

1326 Kyleigh Dr.
Salado Tx 76571


Nancy Heaton

1609 Poquonock Road Austin, Texas 78703

Date: 01.07.2025

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION

FOR A 5.009 ACRE TRACT OF LAND OUT OF THE KEY WEST IRRIGATION COMPANY SURVEY, ABSTRACT NO. 711 IN WILLIAMSON COUNTY, TEXAS, AND BEING A PART OF A 44.31 ACRE TRACT, AS DESCRIBED IN DEED FROM F.M. 2243 WHITETAIL, LTD. TO TIMOTHY L. KENNEDY, UNDER DOCUMENT NO. 2006038439, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAVE AND EXCEPT 10.096 ACRES OF LAND CONVEYED TO MJC MANAGEMENT, LLC AS DESCRIBED IN DEED RECORDED UNDER DOCUMENT NO. 2013108252, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAID 5.009 ACRE TRACT OF LAND SURVEYED ON THE GROUND BY DIAMOND SURVEYING, INC. ON JANUARY 20, 2015, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod set (capped "DIAMOND SURVEYING") monumenting the northeast corner of the remnant portion of said 44.31-acre Kennedy tract, same being on the northwest corner of said 10.096-acre MJC Management, LLC tract, same being on a point in the southerly right-of-way line of FM 2243 (80-foot-wide right-of-way) as described in Right-of-Way Deed conveyed to the State of Texas recorded in Volume 408, Page 390 of the Deed Records of Williamson County, Texas, for the northeast corner and **POINT OF BEGINNING** hereof, and from which a concrete highway right-of-way monument found bears N 79°36'53" E a distance of 1432.37 feet;

THENCE with the westerly boundary line of said 10.096-acre MJC Management, LLC tract **S 21°04'41" E** passing at a distance of 1.08 feet an iron rod found (capped "SNS") continuing for a total distance of **447.05 feet** to an iron rod set (capped "DIAMOND SURVEYING") monumenting the southeast corner hereof, and from which an iron rod found (capped "SNS") on a point in the southerly boundary line of said 44.13-acre Kennedy tract, same being on the southwest corner of said 10.096-acre MJC Management, LLC tract, same being on a point in the northerly right-of-way line of County Road No. 176, bears S 21°04'41" E a distance of 511.36 feet;

THENCE through the interior of said 44.31-acre Kennedy tract the following two (2) courses and distances:


1. **S 68°55'19" W** for a distance of **446.01 feet** to an iron rod set (capped "DIAMOND SURVEYING"), monumenting the southwest corner hereof;
2. **N 21°04'41" W** for a distance of **531.27 feet** to an iron rod set (capped "DIAMOND SURVEYING"), monumenting the northwest corner hereof, same being on a point in the southerly right-of-way line of said FM 2243, same being on a point in the northerly boundary line of said 44.13-acre Kennedy tract, and from which a concrete highway right-of-way monument found bears S 79°36'53" W a distance of 1188.09 feet ;

EXHIBIT "A"

THENCE with the southerly right-of-way line of said FM 2243 and northerly boundary line of said 44.13-acre Kennedy tract, **N 79°36'53" E** at a distance of 129.94 feet passing a concrete highway right-of-way monument found, and continuing an additional 323.96 feet for a total distance of **453.90 feet** to the POINT OF BEGINNING hereof, and containing 5.009 acres of land more or less.

BEARING BASIS: NAD-83, TEXAS CENTRAL (4203), STATE PLANE SYSTEM.
DISTANCES ARE SURFACE VALUES.

A plat has been prepared to accompany this metes and bounds description.

 **DIAMOND SURVEYING, INC.**

116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100



January 21, 2015

SHANE SHAFER, R.P.L.S. NO. 5281

DATE



1

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2015016274



Nancy E. Rister, County Clerk

Williamson County, Texas

March 04, 2015 03:51 PM

FEE: \$37.00 BARRICK

(16) C/H Georgetown Title Company, Inc.

EXHIBIT "B"

DEED

Hero Way/RM 2243 (Phase 2) Right of Way

THE STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **SKIP SANDELL and NANCY HEATON** hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

All of that certain 5.009 acres of land, more or less, in the Key West Irrigation Company Survey, Abstract No. 711, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein.

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property described in said Exhibit "A" to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record.

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of the Williamson County, Texas, its successors or assigns, 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, its successors or assigns to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of the proposed roadway facility project and related appurtenances.

TO HAVE AND TO HOLD the Property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2025.

[signature page follows]

GRANTOR:

Skip Sandell

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on _____, 2025 by
Skip Sandell, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

GRANTOR:

Nancy Heaton

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on _____, 2025 by
Nancy Heaton, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

Williamson County
Attn: County Auditor
221 Main Street
Round Rock, Texas 78664

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session**36.****Meeting Date:** 01/14/2025

Sam Bass Rd.- Relocation Expenses Reimbursement 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 Relocation Expenses Reimbursement Letter Agreement with PEC regarding the use of portions of the proposed Sam Bass Road public right of way (prior rights agreement).
Funding Source: Bonds P462

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

Attachments

Agreement

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 01/09/2025

Reviewed By

Delia Colon

Date

01/09/2025 01:02 PM

Started On: 01/08/2025 04:35 PM



Bill Gravell, Jr.,
County Judge
Williamson County, Texas

Pedernales Electric Cooperative, Inc.
Attn: Cedar Park District
P.O. Box 1
Johnson City, TX 78636-0001

RE: Relocation Expenses Reimbursement - Public Right of Way Prior Rights
Williamson County—Corridor H/Sam Bass Project

Dear PEC:

This letter sets forth the agreement between Williamson County, Texas (the "County") and Pedernales Electric Cooperative, Inc. ("PEC") regarding PEC's use of portions of the proposed Corridor H/Sam Bass public right of way improvement project in Williamson County, Texas with overall project limits defined as FM 1431 to 925' West of Wyoming Springs Road (the "Public Right of Way"), shown in further detail in **Exhibit A** attached hereto and incorporated herein for all purposes.

1. Scope

We understand that there are instances where PEC is required to relocate and reconstruct electric service to areas within its certificated service territory in accordance with the terms and conditions of its Tariff and Business Rules and/or certain Standard Utility Agreements. These terms may include, among other things, cost reimbursement for relocation and reconstruction of any facilities located within easements owned by PEC which are requested and required to be moved due to a conflict with a proposed roadway transportation project, including tree trimming costs and mitigation, and obtaining of any easements necessary for reestablishment of service.

In this instance, PEC owned and maintained operational facilities which were in conflict with certain locations for construction of the County's proposed Public Right of Way roadway expansion project, and in areas which PEC validly owned and possessed easement rights upon private property for the location and operation of its facilities. PEC generally attempts to construct its facilities on private property given the possibility of roadway widenings which may cause a requested relocation in order to accommodate expanded transportation project construction.

WILLIAMSON COUNTY

512.943.3330 Fax 512.943.3335
www.wilco.org
3151 S.E. Inner Loop, Ste. B
Georgetown, Texas 78626

In consideration of PEC expediting the relocation of its facilities to within the Public Right of Way rather than obtaining replacement easement rights on private property adjacent to the Public Right of Way, which the parties acknowledge by execution herein has been or will be completed as requested by the County, by this Letter Agreement the County further acknowledges and agrees as of the date hereof that if in the future the County, City of Round Rock, or any other governmental authority, including the Texas Department of Transportation, directs removal or relocation of PEC's facilities currently located within the Public Right of Way along the specific limits as shown or otherwise described in additional detail in **Exhibit B** attached hereto, that the cost of such removal or relocation of PEC's facilities shall be at the County's expense if not otherwise paid by the successor entity requesting the relocation. PEC may request payment in advance from the County prior to any such relocation requested. All other terms of any required relocation shall be pursuant to the provisions of the Standard Utility Agreement of the applicable jurisdiction making the relocation request.

Further, the County acknowledges that pursuant to the ordinances of any applicable regulatory jurisdiction governing the Public Right of Way and adjacent private property that it may be required to conduct tree surveys and mitigation for any future relocation required as a direct result of a request to accommodate a future transportation project.

2. General Provisions.

- (a) **Entire Agreement.** This Letter Agreement embodies the entire agreement and understanding of the parties hereto, and supersedes all prior or contemporaneous written or oral communications or agreements between PEC and County, regarding the subject matter hereof.
- (b) **Amendment.** This Letter Agreement may only be amended by written agreement between PEC and County.
- (c) **Warranty.** The County has appropriate authority to enter into the obligations herein of the Letter Agreement.
- (d) **Interpretation; Counterparts.** Each party has read this Letter Agreement, understands it, and agrees to be bound by its terms and conditions. Titles and headings to Articles and Sections are inserted for convenience of reference only and are not intended to affect the interpretation or construction. There are no understandings or representations with respect to the subject matter hereof, express or implied, that are not stated herein. This Letter Agreement may be executed in counterparts, and signatures exchanged by facsimile or other electronic means are effective for all purposes hereunder to the same extent as original signatures.
- (e) **Governing Law.** This Letter Agreement shall be governed, interpreted and enforced under the laws of the State of Texas, without regard to its conflict of law principles.
- (f) **Waivers.** No failure or delay by any party in exercising any right, power or privilege under this Letter Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or

WILLIAMSON COUNTY

512.943.3330 Fax 512.943.3335
www.wilco.org
3151 S.E. Inner Loop, Ste. B
Georgetown, Texas 78626

the exercise of any other right, power or privilege.

- (g) **Survival.** Termination or expiration of this Letter Agreement shall not relieve, reduce, or impair any rights or obligations of a party which expressly or by implication survive termination or expiration of this Letter Agreement.
- (h) **Assignment and Delegation.** No party may assign any of its rights under this Letter Agreement voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner. No party may delegate any performance under this Letter Agreement. Any purported assignment of rights or delegation of performance in violation of this paragraph is invalid and void.
- (i) **Severability.** If any term or provision of this Letter Agreement is determined to be invalid, void, or unenforceable, the remaining terms and provisions of this Letter Agreement shall, to the extent reasonable and practicable, continue in full force and effect.

If the terms of this Letter Agreement are satisfactory, please acknowledge and agree below.
Sincerely,

WILLIAMSON COUNTY, TEXAS

By: _____

Bill Gravell, Jr., County Judge

Date: _____

ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF _____ §
§

This instrument was acknowledged before me on _____
by Bill Gravell, Jr. in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

WILLIAMSON COUNTY
512.943.3330 Fax 512.943.3335
www.wilco.org
3151 S.E. Inner Loop, Ste. B
Georgetown, Texas 78626

AGREED:

PEDERNALES ELECTRIC COOPERATIVE, INC.

By: Jason R Murray

Name: Jason R Murray

Title: Director of Operations

Date: 12/4/2024

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF Williamson

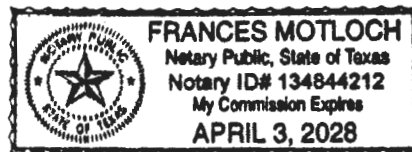
§

§

This instrument was acknowledged before me on December 18, 2024 by Jason R. Murray in the capacity and for the purposes and consideration recited therein.

[Signature]

Notary Public, State of Texas



WILLIAMSON COUNTY

512.943.3330 Fax 512.943.3335

www.wilco.org

3151 S.E. Inner Loop, Ste. B
Georgetown, Texas 78626

EXHIBIT A
Description of County Project Limits

WILLIAMSON COUNTY

CORRIDOR H - SAM BASS ROAD

PRECINCT NUMBER 1

Williamson County Project No. IFB XXXX-XXX

NET LENGTH OF ROADWAY = 13,414.85 FT (2.541 MILES)
NET LENGTH OF BRIDGE = 35.00 FT (0.007 MILES)
NET LENGTH OF PROJECT = 13,449.85 FT (2.547 MILES)

LIMITS: FROM RM 1431 TO 925' WEST OF WYOMING SPRINGS ROAD

FOR THE CONSTRUCTION OF EARTHWORK, GRADING,
BASE, HMA, SURFACING, BRIDGE,
DRAINAGE STRUCTURES, WATER QUALITY FACILITIES,
SIGNALIZATION, SHARED USE PATH, SIGNING AND PAVEMENT
MARKINGS

ROADWAY	CLASSIFICATION	DESIGN SPEED
SAM BASS ROAD	URBAN MINOR ARTERIAL	45 MPH
THOUSAND OAKS DR	LOCAL	25 MPH
MAYFIELD DR	LOCAL	30 MPH
WALSH DR	LOCAL	30 MPH
DEER TRAIL CIR	LOCAL	30 MPH
LIVE OAK CIR	LOCAL	30 MPH
GREAT OAKS DR	COLLECTOR	35 MPH
WALSH RANCH DR	COLLECTOR	25 MPH
ARROWHEAD DR	LOCAL	25 MPH
TONKAWA TR	LOCAL	25 MPH

2018 ADT (8,560) 2040 ADT (50,850)

% TRUCKS = 2%
DIRECTIONAL DISTRIBUTION = 49/51
DHW = 50/50
TERRAIN: LEVEL

100%
SUBMITTAL



APPROVED BY:
WILLIAMSON COUNTY

BILL GRAVELL, JR.
WILLIAMSON COUNTY JUDGE

DATE

APPROVED BY:
WILLIAMSON COUNTY

COMMISSIONER TERRY COOK
WILLIAMSON COUNTY COMMISSIONER, PRECINCT 1

DATE

APPROVED BY:
HNTB CORPORATION

DATE

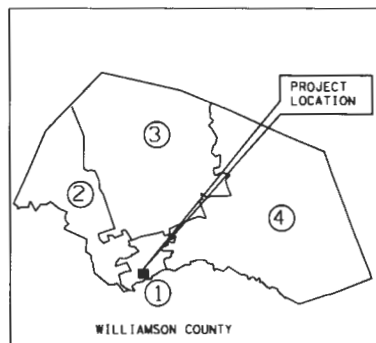
RICHARD L RIDINGS, PE
ROAD BOND MANAGEMENT TEAM

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2, 3	INDEX OF SHEETS

REGISTERED ACCESSIBILITY SPECIALIST (RAS) INSPECTION REQUIRED
TOLR NO. EABPRJ

REQUIRED SIGNS SHALL BE PLACED IN ACCORDANCE WITH STANDARD
SHEETS BC(1)-14 THRU BC(12)-14 AND THE "TEXAS MANUAL ON UNIFORM
TRAFFIC CONTROL DEVICES."



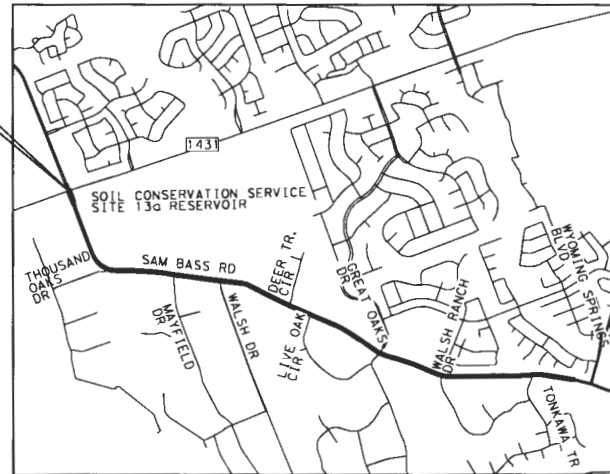
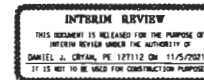
TXDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION
OF HIGHWAYS, STREETS AND BRIDGES ADOPTED ON
NOVEMBER 1, 2014 AND ALL APPLICABLE SPECIAL PROVISIONS
AND SPECIAL SPECIFICATIONS AS INDICATED IN THE BID
DOCUMENTS SHALL GOVERN ON THIS PROJECT.



PREPARED BY:
K FRIESE + ASSOCIATES, INC.

DANIEL J. CRYAN, P.E.
PROJECT MANAGER

DATE



VICINITY MAP
N. T. S.

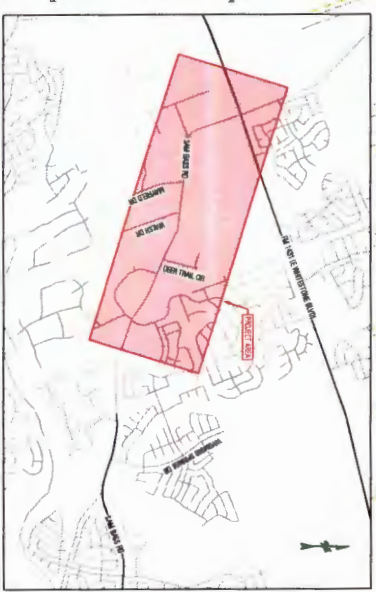
EXCEPTIONS: N/A
EQUATIONS: N/A
RAILROAD CROSSINGS: N/A
WATERSHED: BRUSHY CREEK
AREA OF DISTURBANCE: 24.27 AC

EXHIBIT B
Description of Public Right of Way Prior Rights Locations and Limits

Existing ROW line
Proposed ROW line
Proposed Ultimate ROW
Existing PUE

PRIOR RIGHTS
AGREEMENT APPLIES TO
3 POLES LOCATED FROM
STA 279+93 TO 279+40

PRIOR RIGHTS
AGREEMENT APPLIES TO
3 POLES LOCATED FROM
STA 302+36 TO 306+00



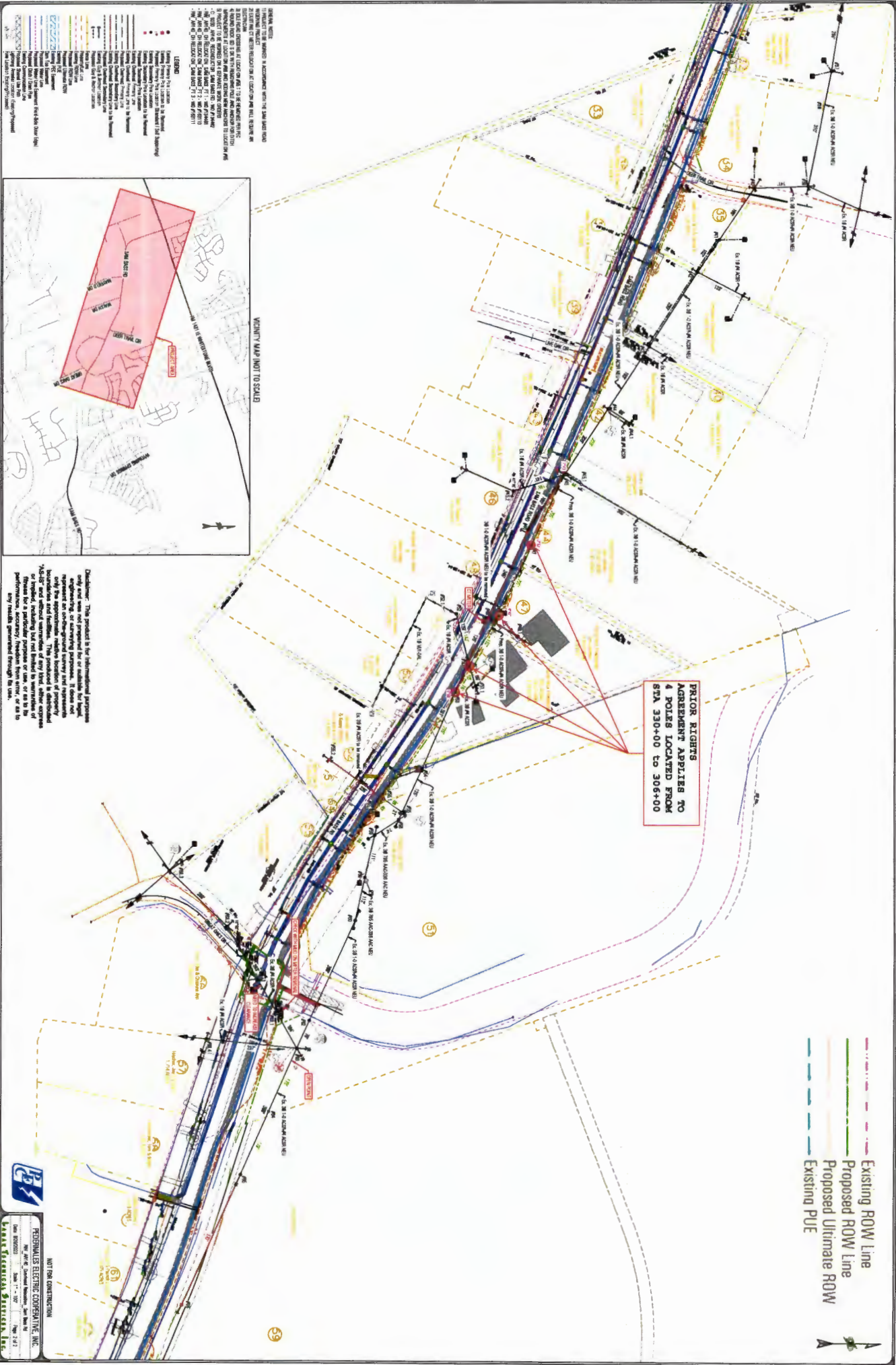
Disclaimer: This product is for informational purposes only and does not constitute a contract. The engineer represents an on-site ground survey and represents only the approximate relative location of property. The engineer does not warrant the accuracy of the information and without limitation of any sort, shall express no opinion on the suitability of the information for any purpose or use, or as to its accuracy or reliability. The user shall be responsible for any results generated through its use.



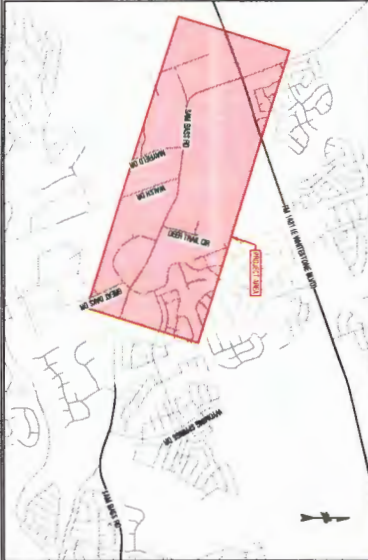
FEDERAL ELECTRIC COOPERATIVE, INC.
1000 N. 10th St., Suite 100
Fargo, ND 58103
701.785.1234
www.federalcooperative.com

--- Existing ROW Line
 --- Proposed ROW Line
 --- Proposed Ultimate ROW
 --- Existing PUE

PRIOR RIGHTS
 AGREEMENT APPLIES TO
 4 POLES LOCATED FROM
 STA 330+00 TO 306+00



VICINITY MAP (NOT TO SCALE)



Disclaimer: This product is for informational purposes only and does not constitute a contract. It does not represent a warranty of any kind, either expressed or implied. The product is distributed as is, without any representation or warranty of accuracy, reliability, or completeness. The user assumes all responsibility for the use of this product. The product is not to be used for any purpose other than that for which it was intended. The product is not to be used for any purpose other than that for which it was intended. The product is not to be used for any purpose other than that for which it was intended.



FEDERAL ELECTRIC COOPERATIVE, INC.
 1000 1st Street, NW
 Grand Rapids, MI 49503
 616-235-1234
 www.federalcooperative.com

Commissioners Court - Regular Session**37.****Meeting Date:** 01/14/2025

Bagdad Road North BBI Contract Amendment No. 4

Submitted By: Marie Walters, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a Contract Amendment No. 4 to the Bagdad Road North contract between Williamson County and Binkley & Barfield, Inc. relating to the 2019 Road Bond Program.
Project: P343

Fund Source: Road Bonds

Background

This Contract Amendment No. 4 amends the Exhibit D - Rate Schedule in the Master Contract utilizing the CPI Adjustment Calculation. No other changes are proposed at this time.

Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

Attachments

BagdadNorth-BBI-PSAAmendment04

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Marie Walters

Final Approval Date: 01/09/2025

Reviewed By

Delia Colon

Date

01/09/2025 01:02 PM

Started On: 09/12/2024

CONTRACT AMENDMENT NO. 4
TO
WILLIAMSON COUNTY CONTRACT FOR
ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD BOND PROJECT:
Bagdad Road / CR 279 (Loop 332 to CR 281) North ("Project")

THIS CONTRACT AMENDMENT NO. 4 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Binkley & Barfield, Inc. (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective April 7, 2020 (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to \$3,400,000.00; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

I. The hourly Rates in the amendment 4 Exhibit D of the Contract are hereby amended as shown in the attached revised Exhibit D (must be attached).

All other terms of the Contract are unchanged and will remain in full force and effect.

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER:

By:  _____
Signature

David Calabuig

Printed Name

Vice President

Title

9/9/2024

Date

COUNTY:

By: _____
Signature

Printed Name

Title

Date

APPROVED

By Christen Eschberger at 11:35 am, Jan 09, 2025

EXHIBIT D

RATE SCHEDULE

	BASE (1982-84) = 100	
APRIL 2020 PSA SIGNED		246.254
	Nov-24	306.877
		24.618%

Binkley & Barfield, Inc.
Billable Fee Schedule
Effective 1/2/25

Principal	\$360.15
Sr. Project Manager	\$342.70
Project Manager	\$280.39
Structural Engineer	\$280.39
Senior Engineer	\$280.39
Project Engineer	\$225.56
Design Engineer	\$181.94
Process / Civil / Engineer	\$213.10
Field Engineer	\$196.90
Electrical & Instrumentation Engineer	\$213.10
Engineer Technician	\$178.20
EIT II	\$163.25
Graduate Engineer / EIT I	\$144.56
Crew - 2 person	\$241.76
Construction Observer / Sr. Inspector	\$163.25
Construction Observer / Inspector II	\$152.03
Construction Observer / Inspector I	\$124.62
Sr. Designator	\$137.08
Designator	\$118.39
Sr. Utility Coordinator	\$198.14
Utility Coordinator	\$173.22
Production Manager	\$267.93
Production Technician	\$109.66
Sr. Electrical Designer	\$186.93
Sr. CADD / Designer	\$199.39
CADD / Designer	\$159.51
CADD Technician	\$130.85
Sr. Clerical / Administrator	\$110.91
Clerical / Administrator	\$104.68
3D Modeling	\$128.83
GIS Technician	\$137.08
Sr GIS Technician	\$186.93

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed. All rates adjustments and modifications shall be set forth in a written fully executed Contract Amendment.

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

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

Exhibit D - Rate Schedule**Bagdad Rd/CR 279**

Hardesty & Hanover, LLC (formerly P.E. Structural Consultants, Inc.)	
CATEGORY	RATE
Principal Engineer	\$330.24
Sr. Project Manager/VP	\$274.16
Senior Structural Engineer	\$261.70
Senior Struct'l QAQC Manager	\$249.24
Structural Engineer/Project Manager	\$226.80
Structural Project Engineer	\$186.93
Structural Design Engineer	\$155.77
EIT II	\$139.57
EIT I	\$130.85
Graduate Engineer	\$93.46
Undergraduate Engineer	\$74.77
CADD/Production Manager	\$199.39
Senior CADD Technician	\$143.31
CADD Technician	\$112.16
Admin/Clerical	\$93.46
DIRECT EXPENSES	
Photocopies B/W (8 1/2" X 11") (per page)	\$0.15
Photocopies Color (8 1/2" X 11") (per page)	\$1.00
Photocopies B/W (11" X 17") (per page)	\$0.25
Photocopies Color (11" X 17") (per page)	\$2.00

Rates effective January 2, 2025

(Reflects increase of 24.618% over rates effective April 2020,
based on latest CPI Adjustment from November 2024)

	BASE (1982-84) = 100	
APRIL 2020 PSA SIGNED		246.254
	Nov-24	306.877
		24.618%

EXHIBIT D - RATE SCHEDULE

Bagdad Road/CR 279 from Loop 332 to CR 281

WSB LLC		
CATEGORY	ORIGINAL RATE	ADJUSTED RATE
Principal	\$210.00	\$261.69
Sr. Project Manager	\$200.00	\$249.23
Sr Project Engineer	\$195.00	\$243.00
Sr. Traffic Engineer	\$180.00	\$224.31
Project Engineer I	\$145.00	\$180.69
Project Engineer II	\$153.00	\$190.66
Project Engineer III	\$161.00	\$200.63
Project Engineer IV	\$170.00	\$211.85
Graduate Engineer I	\$105.00	\$130.84
Graduate Engineer II	\$115.00	\$143.31
Graduate Engineer III	\$125.00	\$155.77
Engineering Specialist I	\$125.00	\$155.77
Engineering Specialist II	\$135.00	\$168.23
Engineering Specialist III	\$145.00	\$180.69
Engineering Specialist IV	\$155.00	\$193.15
Project Analyst I	\$104.00	\$129.60
Project Analyst II	\$112.00	\$139.57
Office Technician I	\$57.00	\$71.03
Office Technician II	\$62.00	\$77.26

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer

Price Index (CPI-U) for All Urban Consumers, All Items, South Re

	BASE (1982-84) = 100	
APRIL 2020 PSA SIGNED		246.254
	Nov-24	306.877
		24.618%

DIRECT EXPENSES (All Consultants)	
Photocopies B/W (8.5x11)	\$0.15
Photocopies B/W (11x17)	\$0.25
Photocopies Color (8.5x11)	\$0.75
Photocopies Color (11x17)	\$1.25
Reproduction of CD/DVD	\$5.00
CD's/DVD's	\$1.00
Cardstock Color (8.5"x11")	\$0.50
4:x5: Digital Color Print	\$0.50
Bond Paper Plot (Blueline/Blackline)	\$.25
Card Stock Color (8.5x11)	\$1.10
Blueline Prints (23x36)	\$0
Plots (B/W on Bond)	\$1.00
Plots (Color on Bond)	\$2.50
Plots (Color on Photographic Paper)	\$9.00
Historical Aerial Images (Photographs, Negatives, Maps)	\$125.00
Maps and Map Records	\$100.00
Traffic Control Services, Arrow Boards and Attenuator Trucks -Small Project (includes labor, equipment and fuel)	\$2,300.00
Traffic Control Services, Arrow Boards and Attenuator Trucks -Medium Project (includes labor, equipment and fuel)	\$2,850.00
Traffic Control Services, Arrow Boards and Attenuator Trucks -Large Project (includes labor, equipment and fuel)	\$3,500.00
Attenuator trucks (lane/shoulder closure) (includes labor, equipment and fuel)	\$550.00
Attenuator trucks (no lane closures) (includes labor, equipment and fuel)	\$400.00
GPS Daily Rental	\$50.00
GPS Receiver (rates applied to actual time GPS units are in use)	\$50.00
Hydrographics Sonar Equipment	\$1,000.00
GPS RTK (rates applied to actual time GPS units are in use)	\$30.00
GPS Static (rates applied to actual time GPS units are in use)	\$30.00
Fathometer	\$100.00

EXHIBIT D - RATE SCHEDULE

Bagdad Rd/CR 279

[illegible]

Consultant Firm Name:

Prime or Sub:

Cox McLain Envl. Cons.
Sub

Discipline	Proposal - Initial Year
	Base Rate (\$/HR)
Principal-in-Charge	\$ 165.00
Project Manager	\$ 150.00
Senior GIS Operator	\$ 95.00
GIS Operator	\$ 85.00
GIS Technician	\$ 75.00
Senior Geologist	\$ 110.00
Geologist	\$ 90.00
Senior Environmental Planner	\$ 130.00
Environmental Planner IV	\$ 110.00
Environmental Planner III	\$ 95.00
Environmental Planner I/II	\$ 85.00
Senior Environmental Scientist	\$ 110.00
Environmental Scientist IV	\$ 95.00
Environmental Scientist III	\$ 85.00
Environmental Scientist I/II	\$ 75.00
Senior Biologist	\$ 110.00
Biologist IV	\$ 95.00
Biologist III	\$ 85.00
Biologist I/II	\$ 75.00
Senior Archeologist-Principal Investigator	\$ 110.00
Archeologist IV	\$ 95.00
Archeologist III	\$ 85.00
Archeologist I/II	\$ 75.00
Senior Field Tech (Envrionmental, Biological, Archeological)	\$ 55.00
Field Tech (Envrionmental, Biological, Archeological)	\$ 45.00
Senior Architectural Historian	\$ 115.00
Architectural Historian	\$ 90.00
Environmental Inspector	\$ 85.00
Admin/Clerical	\$ 65.00

EXHIBIT D

RATE SCHEDULE

HDR ENGINEERING, INC.

Principal/Vice President	\$ 320.00	per hour
Project Manager	\$ 275.00	per hour
Senior Engineer	\$ 240.00	per hour
Project Engineer	\$ 160.00	per hour
Design Engineer	\$ 140.00	per hour
EIT	\$ 120.00	per hour
CADD Technician	\$ 110.00	per hour
Senior CADD Technician	\$ 150.00	per hour
Admin/Clerical	\$ 90.00	per hour

INLAND GEODETICS, LLC Approved Amendment #2
OCT. 2021
Bagdad Rd (CR 279)
SURVEY HOURLY RATE SCHEDULE

Field Crew Services

Two (2) Person Field Crew	\$160.21 per hour
Three (3) Person Field Crew	\$181.57 per hour
Four (4) Person Field Crew	\$202.93 per hour
GPS Field Operator & Vehicle & GPS Receiver	\$128.16 per hour

Crew Rates include one four wheel drive vehicle. There is no mileage charge for fully equipped field vehicles when the job site is within 50 miles of the office from which the survey crew originates. Field crew stand by time will be charged at stated rates. Field party rates include conventional equipment, supplies and survey vehicles. Abnormal use of stakes, lathes, etc., used such as during the construction phase of a project will be charged as indicated. A minimum of two (2) hours field party time charge will be made for show-up time and return to office, resulting from inclement weather conditions, etc.

Office Personnel Services

Office personnel are available at fixed hourly rates.

Project Manager	\$149.52 per hour
Licensed State Land Surveyor	\$160.21 per hour
Registered Professional Land Surveyor	\$144.18 per hour
Sr. Survey Technician	\$108.94 per hour
Survey Technician	\$104.66 per hour
Clerical Support	\$ 61.94 per hour

Travel and Subsistence

All travel and subsistence expenses are invoiced at actual rates/cost. Cost of mileage on company owned vehicles is computed at the current IRS mileage allowance. Subsistence per-diem will be billed at current GSA rates as used by the State of Texas.

Purchased Services

All purchased services are invoiced at actual cost. These include, but are not limited to, reproduction, long distance telephone, consultants, subcontract services, rented or leased equipment, and expendable supplies.

Terms

The Client shall promptly review invoice statements and notify Inland of any objection thereto; absent such objection in writing within fifteen (15) days of the date of the invoice, the invoice shall be deemed proper and acceptable. Invoices are submitted monthly for all services rendered and are payable upon receipt unless otherwise agreed to in writing. Inland understands that payment for invoices will be received no later than 10 days from client's receipt of payment.

**EXHIBIT D – RATE SCHEDULE
BAGDAD/CR 279 (LOOP 332 - CR 281)
BINKLEY BARFIELD**

Approved PSA
4/7/2020

Raba Kistner Consultants, Inc.

Principal.....	\$ 220.00
Senior Geotechnical Engineer.....	\$ 195.00
Project Manager	\$ 185.00
Geotechnical Engineer.....	\$ 165.00
Engineer in Training.....	\$ 135.00
Geologist	\$ 120.00
Geotechnical Logger.....	\$ 110.00
CADD Technician.....	\$ 95.00
Senior Geotechnical Engineering Technician.....	\$ 80.00
Geotechnical Laboratory Technician.....	\$ 75.00
Geotechnical Engineering Technician.....	\$ 70.00
Admin/Clerical.....	\$ 60.00

Direct Expenses

8 ½” x 11” b/w Paper Copies.....	\$ 0.21 per page
11” x 17” b/w Paper Copies.....	\$ 0.31 per page
8 ½” x 11” color Paper Copies.....	\$ 0.38 per page
11” x 17” color Paper Copies.....	\$ 0.45 per page
Drill Rig Mobilization (min charge).....	\$ 495.00 each
Drill Rig Mobilization.....	\$ 6.50 per mile
Logger Truck	\$ 0.85 per mile
Drilling & Sampling (Cohesive/Granular Soils)....	\$ 19.50 per ft
Hollow Stem Drilling (Granular Soils)....	\$ 28.00 per ft
Drilling & Sampling (Soft Rock - Limestone).....	\$ 35.00 per ft
Drilling & Sampling (Hard Rock - Limestone).....	\$ 42.00 per ft
Texas Cone Penetrometer.....	\$ 25.00 per test
Standard Penetration Testing.....	\$ 20.00 per test
Bentonite Backfill.....	\$ 3.50 per ft
Driller Standby	\$ 195.00 per hour
Traffic Control	\$ 3,000.00 per day
Lab Testing (Moisture Content).....	\$ 15.00 per test
Lab Testing (Atterberg Limit).....	\$ 105.00 per test
Lab Testing (Percent Passing No. 200 Sieve) ...	\$ 58.00 per test
Lab Testing (Sieve Analysis)	\$ 85.00 per test
Lab Testing (Hydrometer)	\$ 355.00 per test
Lab Testing (Corrosivity: Chloride,pH,Resistivity)	\$ 175.00 per test
Lab Testing (Unconfined Compression –Soil).....	\$ 32.00 per test
Lab Testing (Unconfined Compression – Rock)...	\$ 38.00 per test
Lab Testing (Sulfate Testing).....	\$ 98.00 per test
Lab Testing (Lime Series Curve)	\$ 410.00 per test
Lab Testing (Moisture/Density Test).....	\$ 295.00 per test
Lab Testing (Resilient Modulus)	\$ 1,800.00 per test
Lab Testing (California Bearing Ratio Test).....	\$ 185.00 per test

**EXHIBIT D – RATE SCHEDULE
TRANSPORTATION BAGDAD ROAD
BINKLEY & BARFIELD**

Approved PSA
4/7/2020

Surveying And Mapping, LLC

Principal	\$200.00 per hour
Senior Project Manager	\$175.00 per hour
Project Manager	\$150.00 per hour
Senior Survey Technician	\$110.00 per hour
Survey Technician	\$98.00 per hour
Two (2) Person Survey Field Crew	\$155.00 per hour
Three (3) Person Survey Field Crew	\$195.00 per hour
Additional Rodperson, Chainperson, Flagperson	\$30.00 per hour
One (1) Person Survey Field Crew	\$115.00 per hour
Project Coordinator – Mobile LiDAR	\$120.00 per hour
Mobile LiDAR Processing Technician	\$120.00 per hour
Project Coordinator - AM	\$120.00 per hour
Certified Photogrammetrist	\$125.00 per hour
Analytical Triangulation Specialist	\$110.00 per hour
Aerial Mapping Technician	\$98.00 per hour
Orthophoto Specialist	\$98.00 per hour
Mapping Editor	\$98.00 per hour
Aerial Office Technician	\$65.00 per hour
Project Coordinator - AP	\$120.00 per hour
Aerial Processing Technician	\$100.00 per hour
Project Coordinator - FWAL	\$120.00 per hour
Airborne LiDAR Processing Technician	\$100.00 per hour
HAL Processing Technician	\$98.00 per hour
Project Coordinator - HAL	\$120.00 per hour
Helicopter Flight Crew Rotary Wing Aircraft	\$205.00 per hour
Helicopter LiDAR Processing Technician	\$125.00 per hour
Department Manager (SUE)	\$200.00 per hour
Sr. Project Manager (SUE)	\$195.00 per hour
Project Manager (SUE)	\$177.00 per hour
Senior Engineer (SUE)	\$177.00 per hour
Utility Coordinator	\$125.00 per hour
Senior Utility Coordinator	\$165.00 per hour
Utilities Field Inspector	\$109.00 per hour
Senior Utilities Field Inspector	\$129.00 per hour
Engineer in Training	\$124.00 per hour
Phase Manager (SUE)	\$124.00 per hour
Senior Office Technician (SUE)	\$124.00 per hour
Office Technician (SUE)	\$102.00 per hour
Administrative Assistant	\$78.00 per hour
Field Coordinator/ Field Supervisor	\$150.00 per hour
Three (3) Person SUE Locating Crew (W/ Equipment)	\$279.00 per hour
Two (2) Person SUE Field Crew (W/ Equipment)	\$190.00 per hour

**EXHIBIT D – RATE SCHEDULE
TRANSPORTATION BAGDAD ROAD
BINKLEY & BARFIELD**

One (1) Person SUE Designating Crew (W/ Equipment)	\$100.00 per hour
Vac Crew Rate (includes 1 unit with 2-man crew)	\$247.00 per hour
Vac Crew Rate (overtime) (weekends, work exceeding 8 hours per day)	\$265.00 per hour

Direct Expenses

Deed Copies	\$2.00/Sheet
Control Monuments	\$90.00/Each
Ground Target (Includes paint, panel material, etc.)	\$20.00/Each
Terrestrial Laser Scanner	\$100.00/Hour
LiDAR Workstation	\$15.00/Hour
Helicopter Rate	\$1,450.00/Hour
Fixed Wing Aircraft Rate	\$1,300.00/Hour
Aerial LiDAR System	\$700.00/Day
Digital Imagery Processing	\$32.00/Each
LiDAR Mobile Mapping System	\$6,500/Day
Aerial Photography Flight Crew (Fixed Wing Aircraft)	\$205.00/Hour
LiDAR Flight Crew Fixed Wing Aircraft (Includes Pilot and LiDAR Operator)	\$120.00/Hour
Helicopter Flight Crew (Includes Pilot and LiDAR Operator)	\$325.00/Hour
AP Transit Miles	\$12.00/Mile
AP Project Flight Miles	\$32.00/Mile
AP ABGPS Processing	\$3,000.00/Project
FWAL Transit Miles	\$12.00/Mile
FWAL Project Flight Miles	\$32.00/Mile
B&W Processing (film, development, scanning)	\$10.00/Each
CIR Processing (film, development, scanning)	\$10.00/Each
Color Processing (Film, development, scanning)	\$15.00/Each
Digital Image Processing	\$27.00/Each
Ground Penetrating Radar (Adder to Designating Crew Rate)	\$400.00 / Day
Specialty Equipment (Sonde, Radio Beacon, Duct Rodder)	\$35.00 / Day
Flashing Arrow Board, warning signs (w/stands and traffic cones)	\$38.00 / Day
ATV or Utility Vehicle	\$75.00 / Day
Pavement Coring	\$300.00 / Core
Agency As-built Information (Reproduction) Fees	\$10.00 / Copy
Additional Vehicle (Required for safety or materials)	\$200.00 / Day
Roadway Bonding Agent	\$110.00 / bucket

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed.

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

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

Commissioners Court - Regular Session**38.****Meeting Date:** 01/14/2025

CDBG- Release of Liens

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 releases of liens for 3 properties acquired by Habitat for Humanity using CDBG funds.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

Attachments

Release

Release

Release

Release

Release

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 01/09/2025

Reviewed By

Delia Colon

Date

01/09/2025 01:03 PM

Started On: 01/08/2025 04:43 PM

RELEASE OF LIEN

Date: _____

Note:

Date: January 12, 2016

Original Amount: \$24,482.00

Maker: Darryl Whitehead and J'Nai Whitehead, a married couple

Payee: Williamson County, Texas

Date of Maturity: as therein provided

Holder of Note and Lien: Williamson County, Texas

Holder's Mailing Address (including county):

Williamson County
Attn: Community Development Block Grant Administrator
710 Main Street, Suite 101
Georgetown, Williamson County, Texas 78626

Note and Lien are Described in the Following Documents, Recorded in:

Deed of Trust dated January 12, 2016, executed by Darryl Whitehead and J'Nai Whitehead, a married couple, to Charles D. Crossfield, Trustee, and recorded in Document No. 2016003189, Official Public Records, Williamson County, Texas, securing the payment of one certain note for the principal sum of \$24,482.00, payable to the order of Williamson County, Texas, and subject to all terms, conditions, and stipulations therein; including any additional indebtedness secured thereby.

Property (including any improvements) Subject to Lien:

All that certain Lot Six (6) in Block "D" of MASON CREEK SECTION FOUR-C, a subdivision in Williamson County, Texas according to the map or plat thereof recorded in Cabinet Q, Slides 345-347 of the Plat Records of Williamson County, Texas, all fixtures and improvements situated thereon, and all rights, titles and interests appurtenant thereto.

Holder of the note and lien acknowledges its full satisfaction, and releases the Property described above from the Lien.

Holder of the note and lien expressly releases all present and future rights to establish or enforce the lien as security for the payment of any future or other advances.

When the context requires, singular nouns and pronouns include the plural.

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr., County Judge

ACKNOWLEDGMENT

STATE OF TEXAS **§**

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on _____, 2025,
by Bill Gravell, Jr., County Judge of Williamson County, Texas , in the capacity and for the
purposes and consideration recited herein.

Notary Public, State of Texas
Printed Name: _____
My Commission Expires: _____

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
Attorneys at Law
309 E. Main St.
Round Rock, Texas 78664

AFTER RECORDING RETURN TO:

RELEASE OF LIEN

Date: _____

Note:

Date: February 24, 2017

Original Amount: \$22,144.00

Maker: Miriam Socarras, a single person

Payee: Williamson County, Texas

Date of Maturity: as therein provided

Holder of Note and Lien: Williamson County, Texas

Holder's Mailing Address (including county):

Williamson County
Attn: Community Development Block Grant Administrator
710 Main Street, Suite 101
Georgetown, Williamson County, Texas 78626

Note and Lien are Described in the Following Documents, Recorded in:

Deed of Trust dated February 24, 2017, executed by Miriam Socarras, a single person, to Charles D. Crossfield, Trustee, and recorded in Document No. 2017016977, Official Public Records, Williamson County, Texas, securing the payment of one certain note for the principal sum of \$22,144.00, payable to the order of Williamson County, Texas, and subject to all terms, conditions, and stipulations therein; including any additional indebtedness secured thereby.

Property (including any improvements) Subject to Lien:

All that certain Lot Five (5) in Block "D" of MASON CREEK SECTION FOUR-C, a subdivision in Williamson County, Texas according to the map or plat thereof recorded in Cabinet Q, Slides 345-347 of the Plat Records of Williamson County, Texas, all fixtures and improvements situated thereon, and all rights, titles and interests appurtenant thereto.

Holder of the note and lien acknowledges its full satisfaction, and releases the Property described above from the Lien.

Holder of the note and lien expressly releases all present and future rights to establish or enforce the lien as security for the payment of any future or other advances.

When the context requires, singular nouns and pronouns include the plural.

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr., County Judge

ACKNOWLEDGMENT

STATE OF TEXAS **§**

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on _____, 2025
by Bill Gravell, Jr., County Judge of Williamson County, Texas, in the capacity and for the
purposes and consideration recited herein.

Notary Public, State of Texas
Printed Name: _____
My Commission Expires: _____

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
Attorneys at Law
309 E. Main St.
Round Rock, Texas 78664

AFTER RECORDING RETURN TO:

RELEASE OF LIEN

Date: _____

Note:

Date: December 7, 2016

Original Amount: \$13,440.00

Maker: LaQuesha Graham, a single person

Payee: Habitat For Humanity of Williamson County, Texas, Inc., a Texas non-profit corporation

Date of Maturity: as therein provided

Holder of Note and Lien: Habitat For Humanity of Williamson County, Texas, Inc., a Texas non-profit corporation

Holder's Mailing Address (including county):

Habitat For Humanity of Williamson County, Texas, Inc., a Texas non-profit corporation
P.O. Box 737
Georgetown, Williamson County, Texas 78627

Note and Lien are Described in the Following Documents, Recorded in:

First Lien Deed of Trust dated December 7, 2016, executed by LaQuesha Graham, a single person, to Joshua A. Schroeder, Trustee, and recorded in Document No. 2016114867, Official Public Records, Williamson County, Texas, securing the payment of one certain note for the principal sum of \$13,440.00, payable to the order of Habitat For Humanity of Williamson County, Texas, Inc., a Texas non-profit corporation, and subject to all terms, conditions, and stipulations therein; including any additional indebtedness secured thereby.

Property (including any improvements) Subject to Lien:

Lot 81, Block "B" of MASON CREEK SECTION FOUR-C, a subdivision in Williamson County, Texas, according to the map or plat thereof recorded in Cabinet Q, Slides 345-347, Plat Records of Williamson County, Texas.

Holder of the note and lien acknowledges its full satisfaction, and releases the Property described above from the Lien.

Holder of the note and lien expressly releases all present and future rights to establish or enforce the lien as security for the payment of any future or other advances.

When the context requires, singular nouns and pronouns include the plural.

HABITAT FOR HUMANITY OF WILLIAMSON
COUNTY, TEXAS, INC., a Texas non-profit
corporation

By: _____

Printed Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ____ day of _____,
2025, by _____, the _____ of Habitat For Humanity of
Williamson County, Texas, Inc., a Texas non-profit corporation, in the capacity and for the
purposes and consideration recited herein.

Notary Public, State of Texas
Printed Name: _____
My Commission Expires: _____

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
Attorneys at Law
309 E. Main St.
Round Rock, Texas 78664

AFTER RECORDING RETURN TO:

RELEASE OF LIEN

Date: _____

Note:

Date: December 7, 2016

Original Amount: \$150,810.00

Maker: LaQuesha Graham, a single person

Payee: Habitat For Humanity of Williamson County, Texas, Inc., a Texas non-profit corporation

Date of Maturity: as therein provided

Holder of Note and Lien: Habitat For Humanity of Williamson County, Texas, Inc., a Texas non-profit corporation

Holder's Mailing Address (including county):

Habitat For Humanity of Williamson County, Texas, Inc., a Texas non-profit corporation
P.O. Box 737
Georgetown, Williamson County, Texas 78627

Note and Lien are Described in the Following Documents, Recorded in:

Second Lien Deed of Trust dated December 7, 2016, executed by LaQuesha Graham, a single person, to Joshua A. Schroeder, Trustee, and recorded in Document No. 2016114868, Official Public Records, Williamson County, Texas, securing the payment of one certain note for the principal sum of \$150,810.00, payable to the order of Habitat For Humanity of Williamson County, Texas, Inc., a Texas non-profit corporation, and subject to all terms, conditions, and stipulations therein; including any additional indebtedness secured thereby.

Property (including any improvements) Subject to Lien:

Lot 81, Block "B" of MASON CREEK SECTION FOUR-C, a subdivision in Williamson County, Texas, according to the map or plat thereof recorded in Cabinet Q, Slides 345-347, Plat Records of Williamson County, Texas.

Holder of the note and lien acknowledges its full satisfaction, and releases the Property described above from the Lien.

Holder of the note and lien expressly releases all present and future rights to establish or enforce the lien as security for the payment of any future or other advances.

When the context requires, singular nouns and pronouns include the plural.

HABITAT FOR HUMANITY OF WILLIAMSON
COUNTY, TEXAS, INC., a Texas non-profit
corporation

By: _____

Printed Name: _____

Title:

ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ____ day of _____, 2025, by _____, the _____ of Habitat For Humanity of Williamson County, Texas, Inc., a Texas non-profit corporation, in the capacity and for the purposes and consideration recited herein.

Notary Public, State of Texas
Printed Name: _____
My Commission Expires: _____

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
Attorneys at Law
309 E. Main St.
Round Rock, Texas 78664

AFTER RECORDING RETURN TO:

RELEASE OF LIEN

Date: _____

Note:

Date: December 7, 2016

Original Amount: \$19,750.00

Maker: LaQuesha Graham, a single person

Payee: Williamson County, Texas

Date of Maturity: as therein provided

Holder of Note and Lien: Williamson County, Texas

Holder's Mailing Address (including county):

Williamson County
Attn: Community Development Block Grant Administrator
710 Main Street, Suite 101
Georgetown, Williamson County, Texas 78626

Note and Lien are Described in the Following Documents, Recorded

in: Deed of Trust dated December 7, 2016, executed by LaQuesha Graham, a single person, to Charles D. Crossfield, Trustee, and recorded in Document No. 2016114869, Official Public Records, Williamson County, Texas, securing the payment of one certain note for the principal sum of \$19,750.00, payable to the order of Williamson County, Texas, and subject to all terms, conditions, and stipulations therein; including any additional indebtedness secured thereby.

Property (including any improvements) Subject to Lien:

Lot 81, Block "B" of MASON CREEK SECTION FOUR-C, a subdivision in Williamson County, Texas, according to the map or plat thereof recorded in Cabinet Q, Slides 345-347 of the Plat Records of Williamson County, Texas, all fixtures and improvements situated thereon, and all rights, titles and interests appurtenant thereto.

Holder of the note and lien acknowledges its full satisfaction, and releases the Property described above from the Lien.

Holder of the note and lien expressly releases all present and future rights to establish or enforce the lien as security for the payment of any future or other advances.

When the context requires, singular nouns and pronouns include the plural.

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr., County Judge

ACKNOWLEDGMENT

STATE OF TEXAS **§**

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on _____, 2025
by Bill Gravell, Jr., County Judge of Williamson County, Texas, in the capacity and for the
purposes and consideration recited herein.

Notary Public, State of Texas
Printed Name: _____
My Commission Expires: _____

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
Attorneys at Law
309 E. Main St.
Round Rock, Texas 78664

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session**39.****Meeting Date:** 01/14/2025

Bagdad Rd/CR 279 Relocation Claim

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a claim for actual moving expenses caused by the acquisition of right of way on the Bagdad Rd./CR 279 project (Parcel 15). Funding Source: Bonds P343

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

claim

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 01/09/2025

Reviewed By

Delia Colon

Date

01/09/2025 01:03 PM

Started On: 01/08/2025 04:38 PM

CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information				
1. Name of Claimant(s) <i>Hot Dirt 512, Inc.</i>		Parcel No: 15		County: Williamson
				Project: Bagdad Road / CR 279
<input type="checkbox"/> Residence <input checked="" type="checkbox"/> Business <input type="checkbox"/> Farm <input type="checkbox"/> Nonprofit <input type="checkbox"/> Sign <input type="checkbox"/> Other				
2. Address of Property Acquired by State: 1630 CR 279 Liberty Hill, Texas 78664 [REDACTED]n		3. Address Moved To: Remainder		
Claimant's Telephone No.: [REDACTED] 3				
4. Occupancy of Property Acquired by State: From (Date): To (Date of Move): 12/17/2024		5. Distance Moved: 50 yards Miles		
<input checked="" type="checkbox"/> Owner/Occupant <input type="checkbox"/> Tenant		7. Mover's Name and Address: Negotiated Self Move		
6. Controlling Dates				
a. First Offer in Negotiation	Mo. <i>04</i>	Day <i>04</i>	Yr. <i>2023</i>	
b. Date Property Acquired	<i>09</i>	<i>23</i>	<i>2024</i>	
c. Date Required to Move	10	24	2024	
8. Property Storage (attach explanation) From (Date): To (Date of Move): N/A		9. Amount of Claim:		
Place Stored (Name and Address): N/A		a. Moving Expenses \$37,275.00		
		b. Reestablishment Expenses \$		
		c. Searching Expenses \$		
		d. Tangible Property Loss \$		
		e. Storage \$		
		f. Temporary Lodging \$		
10. Temporary Lodging (attach explanation) From (Date): To (Date of Move): N/A		g. Total Amount \$37,275.00		
11. All amounts shown in Block 9 were necessary and reasonable and are supported by attached receipts. Payment of this claim is requested. I certify that I have not submitted any other claim for, or received reimbursement for, an item of expense in this claim, and that I will not accept reimbursement or compensation from any other source for any item of expense paid pursuant to this claim. I further certify that all property was moved and installed at the address shown in Block 3, above, in accordance with the invoices submitted and agreed terms of the move and that all information submitted herewith or included herein is true and correct.				
<div style="text-align: center;"> Claimant </div>				
<div style="text-align: center;"> Date of Claim: <i>12/17/24</i> Claimant </div>				
Spaces Below to be Completed by Williamson County				
I certify that I have examined this claim and substantiating documentation attached herewith and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses, and this claim is recommended for payment as follows:				
Amount of \$ 37,275.00 <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;"> <i>12-18-2024</i> Date </div> <div style="text-align: center;"> Relocation Agent </div> </div>				
<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;"> Date </div> <div style="text-align: center;"> Williamson County Judge </div> </div>				

RIGHT OF WAY OF TEXAS, LLC

6101 W. COURTYARD DRIVE, BLDG. 1, STE. 125, AUSTIN, TX 78730
(O) (512) 372.6220 (F) (512) 372.6221

December 19, 2024

TO: Lisa Dworaczyk, Sheets and Crossfield

FROM: Danny Jackson, Right of Way of Texas

SUBJECT: Negotiated Self Move Payment Claim
Hot Dirt 512, Inc.

Williamson County
Bagdad Road
Parcel 15
Edgar Castro d/b/a Hot Dirt 512 Inc.

Forms included with this submission include:

Claim Document Hot Dirt 512, Inc.
W-9 for Hot Dirt 512, Inc.
Approved Negotiated Self Move Request
Certificate of Eligibility
Vacancy Pictures
Replacement Pictures
Contact reports

REMARKS

This move is for the moving of the personal property aggregate bins located in the acquired right of way. The displacee has completed the move and replaced the aggregate bins.

We have verified that the move has been completed and recommend payment as submitted.

If you have any questions or need any additional information, please do not hesitate to call me at 512-922-5930.

NEGOTIATED SELF-MOVE REQUEST

Print or Type All Information - Read Rules on Reverse Side																						
1. Property Owner's Name: Hot Crete LLC Edgar Castro		Parcel No. 15 County: Williamson Highway: Bagdad Road / CR 279																				
2. Name and Address of Applicant: Edgar Castro 1630 CR 279 Liberty Hill, Texas 78664 mimodirt@gmail.com Telephone No. 512-740-6733		3. Place of Relocation (Address): Remainder																				
4. Occupancy of Property Acquired by County: From (Date): To (Date of Move):		5. Type Activity/Property to be Moved: Aggregate and Concrete sales																				
<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant <input checked="" type="checkbox"/> Business <input type="checkbox"/> Advertising Sign <input type="checkbox"/> Farm <input type="checkbox"/> Other <input type="checkbox"/> Nonprofit Organization		6. Value of Property to be Moved: \$50,000																				
7. Distance of Move: 50 Yards: Miles:		8. Amount Requested for Self-Move: \$ 37,875.00																				
9. Time Required to Move: Hours: 40 Days: 1 Concrete 1575 yd Blocks \$16,800 / Concrete \$20,475																						
<p>10. Notice: Notice has been received by owner from Williamson County acquired property and authorization is requested for a self-move of all personal property from the parcel at a cost not to exceed the amount shown in Block 9. Enclosed with this request is a list of all property to be relocated together with a table of all items requiring special handling, disconnection and installation, plus special equipment and packing materials essential for the completion of this move. I certify that all information attached hereto or included herein is true and correct. I further certify that all property shown on the attached listing will be moved to, and installed at, the address shown in Block 3 above in accordance with the terms under which the self-move payment is authorized.</p>																						
<p>Date: 10/21/24</p> <p><u>Edgar Castro</u> Signature Owner Williamson County Owner, Manager, etc.</p>																						
<table border="1"> <thead> <tr> <th>11. Controlling Dates</th> <th>Mo.</th> <th>Day</th> <th>Yr.</th> <th>12. Cost estimates (copies attached)</th> </tr> </thead> <tbody> <tr> <td>a. First Offer in Negotiations</td> <td>08</td> <td>04</td> <td>2023</td> <td>a. High Commercial Estimate \$ 105,015.00</td> </tr> <tr> <td>b. Property Acquired by State</td> <td>06</td> <td>25</td> <td>2024</td> <td>b. Low Estimate or Dept. Cost Funding \$ 47,630.00</td> </tr> <tr> <td>c. Required to Move</td> <td>10</td> <td>20</td> <td>2024</td> <td></td> </tr> </tbody> </table>			11. Controlling Dates	Mo.	Day	Yr.	12. Cost estimates (copies attached)	a. First Offer in Negotiations	08	04	2023	a. High Commercial Estimate \$ 105,015.00	b. Property Acquired by State	06	25	2024	b. Low Estimate or Dept. Cost Funding \$ 47,630.00	c. Required to Move	10	20	2024	
11. Controlling Dates	Mo.	Day	Yr.	12. Cost estimates (copies attached)																		
a. First Offer in Negotiations	08	04	2023	a. High Commercial Estimate \$ 105,015.00																		
b. Property Acquired by State	06	25	2024	b. Low Estimate or Dept. Cost Funding \$ 47,630.00																		
c. Required to Move	10	20	2024																			
<p>I have prepared and submitted this request and all supporting documentation and requested <input checked="" type="checkbox"/> approval <input type="checkbox"/> denial.</p> <p>Date: 11-27-2024</p> <p><u>Q. J. J.</u> Filing Right of Way Agent</p>																						
<p>I have examined this request and supporting documentation and:</p> <p><input checked="" type="checkbox"/> Recommend a payment of \$ 37,875.00</p> <p><input type="checkbox"/> Find that payment cannot be authorized because</p> <p>(List reasons payment cannot be authorized. Use extra page if necessary)</p> <p>Date: 11-27-2024</p> <p><u>Q. J. J.</u> Right of Way Agent</p>																						
<p>Payment is approved in the amount of \$ 37,875.00</p> <p>Date: 12/2/24</p> <p>By: <u>Lisa Dworaczyn</u> Williamson County</p>																						

CERTIFICATION OF ELIGIBILITY

Project: Bagdad Road
Parcel: 15

Displacee: Edgar Castro
Hot Dirt S12

Individuals, Families and Unincorporated Businesses or Farming Operations

I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

- ☒ Citizens or Nationals of the United States
or
☐ Aliens lawfully present in the United States

* If an Alien lawfully present in the United States, supporting documentation will be required.

Claimant

Date:

Claimant

Date:

Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

E. CASTRO
Claimant

Date: 10/15/2024

Bagdad Road
Parcel 15
Vacancy Pictures 12-18-2024
Hot Dirt 512, Inc.



Bagdad Road
Parcel 15
Replacement Pictures 12-18-2024
Hot Dirt 512, Inc.



Contact Notes

Project Bagdad Road

Parcel 15A

Name Edgar Castro

Hot Dirt 512

Date	Comments
	<div>Edgar Castro</div> <div> <div>██████████3</div> <div>██████████n</div> </div> <div>Home Address</div> <div> <div>██████0 ████████0</div> <div>██████y ████████2</div> </div>
	Attorney Nick Laurent 512-478-4995 214-986-2349 (cell)
04-22-24	Called Nick Laurent to get information on business and to go over relocation. LM
04-24-24	Spoke with Nick and he sent me owner information and ask me to call him directly.
04-26-24	Called Edgar Castro explained who I was and that I would be overseeing any relocation on his parcel and for him to call me.
05-07-24	Called Edgar Castro explained who I was and that I would be overseeing any relocation on his parcel and for him to call me.
05-12-24	Called Edgar Castro explained who I was and that I would be overseeing any relocation on his parcel and for him to call me.
06-18-24	Called Edgar Castro and I was able to speak with him I explained who I was, and I went over his relocation benefits and explained the 90 day letter and ask if we could set a time to meet so I could go over all his relocation benefits he said he would call me back and set a time to meet.
06-21-24	Sent 90 day personal property letter. Had discuss with Don Childs and he said that Mr. Castro should be treated as a business displacee, I said we would and were planning on meeting with him in a few days. Ans would send out a revised 90 day business relocation eligibility letter.
07-01-24	Met with Edgar Castro to discuss his business move, he is planning on staying at this current location and just planning on moving the personal property aggerate bins to the reminder. I went over all his relocation benefits. I also hand delivered a revised 90 day letter for his eligibility as a business displacee.
07-10-24	Sent copy of revised 90 day letter to his attorney Nick Laurent by email and explained his entitlements.
08-12-24	Call to Edger Castro asking him to call me.
08-28-24	Received email from Edgar Castro asking for coats to move bins.
09-24-24	Sent 30 day letter
09-25-24	Met with Edgar Castro to go over his estimate and to give him the documents needed for a negotiated self-move. He is going to mov the aggerate ins himself.

10-17-24	Call to Edgar Casto asking about NgSM request , he said he would have it to me in a couple of days.
10-18-24	Received NgSM request
10-22-24	I requested estimates from Buhler Companies and Chanoscapes and met moves to go over scope of work and inspect.
11-27-24	Received all estimates put together NgSM request and sent to Sheets and Crossfield for review and approval.
12-02-24	NgSM approved and I notified displacee.
12-18-24	Met with Edgar Castro to verify move and have him sign claim documents.
12-19-24	Prepared claim and sent to Sheets and Crossfield for review, approval and payment.

Commissioners Court - Regular Session**40.****Meeting Date:** 01/14/2025

New District Court

Submitted By: Hal Hawes, General Counsel**Department:** General Counsel**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on adopting a resolution of support for legislation that would create a new District Court in Williamson County, Texas that would help address an increased criminal case workload; and discuss, consider, and take appropriate action to direct the Williamson County Purchasing Department to negotiate a Professional Services Agreement with the National Center for State Courts to provide an evaluation of the caseload management practices and management of judicial resources in relation to Williamson County's District Courts and County Courts at Law and make recommendations for increased efficiencies and enhancements that may be made to meet the increased workloads of such courts and exempting the purchase from competitive bidding under Texas Local Government Code 262.024(a)(2) as being an item necessary to preserve or protect the public health or safety of the residents of Williamson County.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Resolution Supporting New Williamson County District Court

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 01/09/2025

Reviewed By

Andrea Schiele

Date

01/09/2025 12:56 PM

Started On: 01/09/2025 12:13 PM

**RESOLUTION
OF THE
WILLIAMSON COUNTY COMMISSIONERS COURT**

KNOW ALL MEN BY THESE PRESENTS:

The Commissioners Court of Williamson County, Texas met in a 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 Commissioners Court considered a request by the Judiciary of the District Courts in Williamson County, Texas to support legislation requesting an additional District Court for Williamson County, Texas as follows:

WHEREAS, the Judiciary of the District Courts in Williamson County, Texas and the Williamson County District Attorney presented information and data to the Commissioners Court regarding an increased criminal case workload of the District Courts in Williamson County, Texas and the Commissioners Court has considered same; and

WHEREAS, the Commissioners Court appreciates a commitment and agreement by the Judiciary of Williamson County, Texas to work in cooperation with the Commissioners Court in developing additional processes and procedures designed to increase judicial capacity and efficiencies to address the increased criminal workload in a fiscally responsible manner; and

WHEREAS, the Commissioners Court agrees that "justice delayed is justice denied" and the availability of judicial capacity is critical to enhancing the efficiency of the justice system in Williamson County, Texas; and

NOW THEREFORE, BE IT RESOLVED that the Commissioners Court supports a request for legislation to establish a new District Court for Williamson County, Texas, and calls on the 89th Texas Legislature give favorable consideration to such legislation when filed.

Adopted by a majority vote of the Commissioners Court of Williamson County, Texas on this the _____ day of _____ 2025

Bill Gravell, Jr.,
Williamson County Judge,
As Presiding Officer

Commissioners Court - Regular Session

41.

Meeting Date: 01/14/2025

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 a 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 the 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 the acquisition of real property for CR 175.
- 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 the proposed or potential sale or lease of property owned by the County

- a) Discuss country-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 at 747 County Rd. 138 Hutto, Texas
- d) Discuss Blue Springs Blvd. property
- e) Discuss the potential sale of Williamson County-owned properties within the downtown Georgetown area.

Background

Fiscal Impact			
From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	01/09/2025 01:03 PM
Form Started By: Charlie Crossfield		Started On: 01/08/2025 04:52 PM
Final Approval Date: 01/09/2025		

Commissioners Court - Regular Session**42.****Meeting Date:** 01/14/2025

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

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: 01/09/2025

Reviewed By

Delia Colon

Date

01/09/2025 01:03 PM

Started On: 01/08/2025 04:53 PM