NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
Commissioners Courtroom
710 S. Main Street, Georgetown
March 4, 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 – 21)

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.005003	Equipment >$5,000	$3,000.00
To	0100.0509.004500	Maintenance Contracts	$3,000.00

4. 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	$180,000.00

To	0100.0509.004100	Professional Services	$180,000.00

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

6. Discuss, consider, and take appropriate action to acknowledge the Purchasing Department's monthly report of asset dispositions through Destruction, pursuant to Texas Local Government Code 263.152, for the period of 02.01.22 through 02.25.25.

7. Discuss, consider, and take appropriate action on acknowledging the Purchasing Department's monthly report of asset dispositions through Auction, pursuant to Texas Local Government Code 263.152, for the period of 02.01.25 through 02.25.25.

8. Discuss, consider, and take appropriate action to authorize the disposal of various county vehicles(s) and equipment assets through auction, pursuant to Texas Local Government Code 263.152

9. Discuss, consider, and take appropriate action on appointing Joe Loughran to the ESD 1 Board of Commissioners (Jollyville Fire Department) to fill an unexpired term. This term will run now until 12/31/26.

10. Discuss, consider, and take appropriate action on approving the Service Contract #2025120 between Williamson County and Dogggett Equipment Services d/b/a Toyota Lift of South Texas for Preventative Maintenance and Specialized Training on the Forklift used in Elections for $400.00, and authorizing the execution of the service contract.

11. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed solicitations for Audit and Accounting Services, under RFP #25RFP33.

12. Discuss, consider and take appropriate action on approving Master Service Agreement #2025128 for CAD to CAD (Computer-Aided Dispatch) Unify (Cloud) systems between Williamson County and Central Square Technologies, LLC in the amount of $82,150.00 for one year and exempting the purchase from competitive requirements per Texas Local Government Code §262.024(a)(7)(D)[captive replacement parts or components for equipment].

13. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for Employer Group Life Insurance, AD&D, Voluntary Life Insurance, Voluntary Short-Term Disability Insurance, Voluntary Long-Term Disability Insurance, Voluntary Accident Insurance, Voluntary Critical Illness Insurance, under RFP #25RFP34.

14. Discuss, consider, and take appropriate action on approving the purchase and service contract #2025151 with Sauder Manufacturing Company for jury seating including delivery and installation, in the not-to-exceed amount of Fourteen Thousand Seven Hundred Thirty-One Dollars and Seventy-Four Cents ($14,731.74), and exempting this purchase from competitive bidding requirements as per Texas Local Government Code Discretionary Exemption 262.024(a)(7)(D) captive replacement parts or components for equipment and authorizing execution of the contract.

15. Discuss, consider, and take appropriate action on approving the purchase and service contract #2025152 with Sauder Manufacturing Company for jury seating including delivery and installation, in the not-to-exceed amount of Thirty-Five Thousand Three Hundred Five Dollars ($35,305.00), and exempting this purchase from competitive bidding requirements as per Texas Local Government Code Discretionary Exemption 262.024(a)(7)(D) captive replacement parts or components for equipment and authorizing execution of the contract.

16. Discuss, consider and take appropriate action on Supplemental Work Authorization No 2 to Work Authorization No 1 under the Williamson County Contract between Garver, LLC and Williamson County dated March 5, 2024, for Development Review Services. Funding source: 01.0200.0210.004100.

17. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for Utility Coordination and Utility Engineering Services, under #25RFSQ35.

18. Discuss, consider and take appropriate action on approval of the final plat for the Airport Flex subdivision – Precinct 3.

19. Discuss, consider and take appropriate action on approval of the preliminary plat for the 25562 Ronald Reagan Blvd subdivision – Precinct 3.

20. Discuss, consider and take appropriate action on approval of the amended plat for the Mansions Hutto private subdivision – Precinct 4.

21. Discuss, consider and take appropriate action on ratifying and approving the preliminary plat for the Donahoe Brook subdivision – Precinct 4.

REGULAR AGENDA

22. Discuss, consider and take appropriate action on an order declaring an emergency and grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenue for Veteran Services Donations.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367400	Donations	$5,480.00

23. Discuss, consider and take appropriate action on an order declaring an emergency and grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for Veteran Services Donations.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0405.003670	Donations	$5,480.00

24. Discuss, consider, and take appropriate action on transferring $146,000 from P499 (CR 201 Ph 1) to P646 (CR 404).

25. Discuss, consider and take appropriate action on the career ladder for Facilities Management.

26. Discuss, consider, and take appropriate action on authorizing the purchase and construction agreement #2025156 between JT Vaughn Construction, LLC and Williamson County for the Expo Center Parking Lot, in the amount of Nine Hundred Ninety-Six Thousand Nine Hundred Twenty-One Dollars ($996,921.00), pursuant to Omnia Contract Number R200107 and execution of the agreement, Funding source is P713.

27. 9:30 AM – Conduct a public hearing regarding proposed amendments to the Williamson County Subdivision Regulations pursuant to the authority of Chapter 232 of the Texas Local Government Code.

28. Discuss, consider and take appropriate action on amending the Williamson County Subdivision Regulations pursuant to the authority of Chapter 232 of the Texas Local Government Code.

29. Discuss, consider and take appropriate action on Human Resources approved career ladder for the Department of Infrastructure Fleet Services Division.

30. Discuss, consider, and take appropriate action regarding the Discretionary Service Agreement with Oncor Electric for utility relocations on the East Wilco Highway Segment 2 Project, a 2023 Road Bond Project in Commissioner Precinct 4. Project: P392 Fund Source: Road Bonds.

31. Discuss, consider and take appropriate action on Contract Amendment No. 1 to the Corridor A2 Schematic contract between Williamson County and LJA Engineering, Inc. relating to the LTP Corridor Program. Project: P628 Fund Source: LTP Corridor

32. Discuss, consider and take appropriate action on Contract Amendment No. 1 to the CR 305 contract between Williamson County and RS&H, Inc. relating to the 2023 Road Bond Program. Project: P686 Fund Source: Road Bonds

33. Discuss, consider and take appropriate action on a claim for actual moving expenses with Josh Koenig (Parcel 34) for relocation related to the right of way acquisition on CR 255. Funding Source: TANS P588

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)."

34. 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 County-owned real estate containing underground water rights and interests.
b) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (Formerly occupied by WCCHD)
c) Sale of property located at 747 County Rd. 138 Hutto, Texas
d) Discuss Blue Springs Blvd. property
e) Discuss potential sale of the Williamson County-owned properties within the downtown Georgetown area.

35. Discussion regarding economic development negotiations pursuant to the 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

36. 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 480 th 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
17. Cause No. 24-3042-C26; Susann Wirkes v. Chinogringo Properties, LLC, et al., In the 26th Judicial District Court of Williamson County, Texas

b. Administrative Complaints:

1. EEOC Charge No.: 451-2025-01739; B.R.
2. EEOC Charge No.: 451-2025-02018; J.S.

c. Claims:

1. 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 the Texas Public Facility Corporation Act, codified as Texas Local government Code Chapter 303, and Texas Housing Finance Corporations Act, codified as Texas Local Government

Code Chapter 394.
3. Legal matters and potential litigation relating to the non-profit status of EPCOR/ 130 Regional Water Supply Corporation.
5. 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.
6. Legal matter pertaining to regulation of firearms on Williamson County premises.
7. Legal matter pertaining to contracting of inmate housing of third-party government agency inmates

37. 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).

38. 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)

39. 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 480 th Judicial District Court; Williamson County, Texas
12. Cause No. 24-1887-C26; Ivory Deon Hornsby v. Williamson County, et al.; In the 26th Judicial District Court of Williamson County, Texas

13. Civil Action No. 1:24-cv-01183; Johnny Joe Tijerina v. Andrew Rodriguez, et al.; in the United States District Court for the Western District of Texas, Austin Division
14. Case Number: 1:24-cv-01166 DII; Tettus J. Davis v. Billy Ray Stubblefield, et al; In the United States District Court, Western District of Texas
15. Civil Action No. 1:24-cv-1043-DII; Luis J. Ortiz Hernandez v. Williamson County, Texas; in the United States District Court for the Western District of Texas, Austin Division
16. Cause No. 24-2467-C425; Carlos Turcios, et al. v. Williamson County, et al; In the 425th Judicial District Court of Williamson County, Texas
17. Cause No. 24-2687-C395; Paul Johnson v. Williamson County Tax Office; In the 395th Judicial District Court of Williamson County, Texas
18. Cause No. 24-3042-C26; Susann Wirkes v. Chinogringo Properties, LLC, et al., In the 26th Judicial District Court of Williamson County, Texas

b. Administrative Complaints:

1. EEOC Charge No.: 451-2025-01739; B.R.
2. EEOC Charge No.: 451-2025-02018; J.S.

c. Claims:

1. 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 the Texas Public Facility Corporation Act, codified as Texas Local Government Code303, and Texas Housing Finance Corporations Act, codified as Texas Local Government code Chapter 394.
3. Legal matters and potential litigation relating to the non-profit status of EPCOR/ 130 Regional Water Supply Corporation.
4. 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.
5. Legal matters pertaining to regulation of firearms on Williamson County premises.
6. Legal matters pertaining to contracting of inmate housing of third-party governmental agency inmates

40. 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).

41. Comments from Commissioners.

42. 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 28th day of February 2025 at 12:00 PM and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session **3.**

Meeting Date: 03/04/2025

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 water softener salt.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.005003	Equipment >$5,000	$3,000.00
To	0100.0509.004500	Maintenance Contracts	$3,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	02/24/2025 09:08 AM
Budget Office	Saira Hernandez	02/27/2025 08:10 AM
Form Started By: Gina Wrehsnig		Started On: 02/24/2025 09:03 AM
Final Approval Date: 02/27/2025		

Commissioners Court - Regular Session **4.**

Meeting Date: 03/04/2025

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 project design services.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.004509	Facility Enhancements	$180,000.00
To	0100.0509.004100	Professional Services	$180,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	02/26/2025 02:23 PM
Budget Office	Saira Hernandez	02/27/2025 08:10 AM
Form Started By: Gina Wrehsnig		Started On: 02/26/2025 01:41 PM
Final Approval Date: 02/27/2025		

Commissioners Court - Regular Session **5.**

Meeting Date: 03/04/2025

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

Attachments

Merit Report

Merit LIT

Position Changes

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Allen Frederick	02/27/2025 11:04 AM
County Judge Exec Asst.	Delia Colon	02/27/2025 11:15 AM
Budget Office	Saira Hernandez	02/27/2025 11:24 AM
Form Started By: Kayla Marek		Started On: 02/26/2025 04:51 PM
Final Approval Date: 02/27/2025		

Department	Position	Emp Num	Current Annual Salary	Merit Amt	Merit %	New Annual Salary	Lump-sum Merit	Pay Proposal Reason	Effective Date of Change
Juvenile Services	Juv Supervision Offcr I.1075.001100.	17066	$45,823.48	$2,291.18	5.00	$48,114.66	-	MERIT	28-Feb-25

				(TO)	(FROM)
entity	**fund**	**dept**	**object**	**dr**	**cr**
01	0100	0576	001100	2,291.18	
01	0100	0576	001130		2,291.18

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	1239	13709	$39,535.64	$39,535.64	$59,848.33	$39,535.64	$20,312.69	N/A	CORRECTED FROM 2/25/25 item Realloaction of position budget as allowed by policy to fund reclass. Suplus salary from PCNs 1239 and 1224 to PCNs 0068, 1226, 1227, 1233, 1234, 2052 and 2053	2/28/2025
0560 Sheriff's Office	1224	17038	$36,885.66	$36,885.66	$47,250.44	$45,678.50	$1,571.94	N/A	CORRECTED FROM 2/25/25 item Realloaction of position budget as allowed by policy to fund reclass. Suplus salary from PCNs 1239 and 1224 to PCNs 0068, 1226, 1227, 1233, 1234, 2052 and 2053	2/28/2025
0560 Sheriff's Office	0068	16211	$40,298.88	$43,618.76	$40,298.88	$43,618.76	N/A	$3,319.88	CORRECTED VERBIAGE FROM 2/25/25 item Reclass: Title and Grade change from Sr. Administrative Spec (B.18) to Warrants Specialist (B.21). Realloaction of position budget as allowed by policy to fund reclass. Suplus salary from PCNs 1239 and 1224 to PCNs 0068, 1226, 1227, 1233, 1234, 2052 and 2053.	2/28/2025
0560 Sheriff's Office	1226	14205	$42,338.00	$43,618.76	$42,338.00	$43,618.76	N/A	$1,280.76	CORRECTED VERBIAGE FROM 2/25/25 item Reclass: Title and Grade change from Sr. Administrative Spec (B.18) to Warrants Specialist (B.21). Realloaction of position budget as allowed by policy to fund reclass. Suplus salary from PCNs 1239 and 1224 to PCNs 0068, 1226, 1227, 1233, 1234, 2052 and 2053.	2/28/2025

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	1227	Vacant	N/A	N/A	$38,748.92	$43,618.76	N/A	$4,869.84	CORRECTED VERBIAGE FROM 2/25/25 item Reclass: Title and Grade change from Sr. Administrative Spec (B.18) to Warrants Specialist (B.21). Realloaction of position budget as allowed by policy to fund reclass. Suplus salary from PCNs 1239 and 1224 to PCNs 0068, 1226, 1227, 1233, 1234, 2052 and 2053.	2/28/2025
0560 Sheriff's Office	1229	04631	$52,883.44	$52,883.44	N/A	N/A	N/A	N/A	CORRECTED VERBIAGE FROM 2/25/25 item Reclass: Title and Grade change only from Sr. Administrative Spec (B.18) to Warrants Specialist (B.21). No fiscal impact	2/28/2025
0560 Sheriff's Office	1233	Vacant	N/A	N/A	$39,125.13	$43,618.76	N/A	$4,493.63	CORRECTED VERBIAGE FROM 2/25/25 item Reclass: Title and Grade change from Sr. Administrative Spec (B.18) to Warrants Specialist (B.21). Realloaction of position budget as allowed by policy to fund reclass. Suplus salary from PCNs 1239 and 1224 to PCNs 0068, 1226, 1227, 1233, 1234, 2052 and 2053.	2/28/2025
0560 Sheriff's Office	1234	13902	$42,338.00	$43,618.76	$42,338.00	$43,618.76	N/A	$1,280.76	CORRECTED VERBIAGE FROM 2/25/25 item Reclass: Title and Grade change from Sr. Administrative Spec (B.18) to Warrants Specialist (B.21). Realloaction of position budget as allowed by policy to fund reclass. Suplus salary from PCNs 1239 and 1224 to PCNs 0068, 1226, 1227, 1233, 1234, 2052 and 2053.	2/28/2025

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	1236	Vacant	N/A	N/A	N/A	N/A	N/A	N/A	CORRECTED VERBIAGE FROM 2/25/25 item Reclass: Title and Grade change only from Sr. Administrative Spec (B.18) to Warrants Specialist (B.21). No fiscal impact	2/28/2025
0560 Sheriff's Office	2052	16496	$40,298.88	$43,618.76	$40,298.88	$43,618.76	N/A	$3,319.88	CORRECTED VERBIAGE FROM 2/25/25 item Reclass: Title and Grade change from Sr. Administrative Spec (B.18) to Warrants Specialist (B.21). Realloaction of position budget as allowed by policy to fund reclass. Suplus salary from PCNs 1239 and 1224 to PCNs 0068, 1226, 1227, 1233, 1234, 2052 and 2053.	2/28/2025
0560 Sheriff's Office	2053	15450	$40,298.88	$43,618.76	$40,298.88	$43,618.76	N/A	$3,319.88	CORRECTED VERBIAGE FROM 2/25/25 item Reclass: Title and Grade change from Sr. Administrative Spec (B.18) to Warrants Specialist (B.21). Realloaction of position budget as allowed by policy to fund reclass. Suplus salary from PCNs 1239 and 1224 to PCNs 0068, 1226, 1227, 1233, 1234, 2052 and 2053.	2/28/2025
0560 Sheriff's Office	1387	12010	$64,474.65	$64,474.65	N/A	N/A	N/A	N/A	CORRECTED VERBIAGE FROM 2/25/25 item Reclass: Title and Grade change only from SO Supervisor (B.23) to Warrants Supervisor (B.25). No fiscal impact	2/28/2025

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
0882 Fleet Services	0917	12526	$45,466.72	$48,649.39	$51,810.49	N/A	N/A	N/A	Career Ladder Advancement: title and grade change only from Inventory Specialist (B.19) to Inventory Coordinator I (B.22). Utilizing current position budget, no fiscal impact.	3/14/2025

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

Commissioners Court - Regular Session **6.**

Meeting Date: 03/04/2025

Asset for Destruction

Submitted For: Joy Simonton **Submitted By:** Koren Shannon, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action to acknowledge the Purchasing Department's monthly report of asset dispositions through Destruction, pursuant to Texas Local Government Code 263.152, for the period of 02.01.22 through 02.25.25.

Background

Please see the attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Asset Destruction Report

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	02/27/2025 11:56 AM
County Judge Exec Asst.	Delia Colon	02/27/2025 11:58 AM
Form Started By: Koren Shannon		Started On: 02/25/2025 04:33 PM
Final Approval Date: 02/27/2025		

Feb-25 Monthly Report **Court Date:** 3/4/2025

Williamson County - Assets for Destruction

Agenda #: 36258

Item	Serial Number	Quantity	Department
Plastic Bins	NA	439	Auction Warehouse - Tony Hill

Asset Status Change

Title:	i:0#.f|membership|thill@wilco.org - 14-02-2025
Disposal Method:	DESTRUCTION due to Public Health/Safety or no apparent value
Item(s) Category:	Other
1. Quantity (Mandatory):	439
1. Description:	Plastic Bins
1. Oracle Asset #:	NOT IN ORACLE
1. Condition of Assets:	Non-Working
Transferring Dept.:	Auction
Transferring Dept. Contact Person	Tony Hill
Transferring Dept. Contact Ph#:	943-3314
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Julie Schultz 2/14/2025 9:27 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Destruction
Court Date:	3/4/2025
Agenda Item:	36258

Asset Status Change

Commissioners Court - Regular Session **7.**

Meeting Date: 03/04/2025

Asset for Auction

Submitted For: Joy Simonton **Submitted By:** Koren Shannon, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on acknowledging the Purchasing Department's monthly report of asset dispositions through Auction, pursuant to Texas Local Government Code 263.152, for the period of 02.01.25 through 02.25.25.

Background

Please see the attachment for the December report assets for Auction.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Auction Report

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	02/27/2025 11:56 AM
County Judge Exec Asst.	Delia Colon	02/27/2025 11:58 AM
Form Started By: Koren Shannon		Started On: 02/25/2025 04:42 PM
Final Approval Date: 02/27/2025		

Feb-25 Monthly Report **Court Date:** 3/4/2025

Williamson County - Assets for Auction

Agenda #: 36221

Item	Serial Number	Quantity	Department
Dell Latitude 5511	79DH793	1	Building Maint
Dell Latitude 5511	6KM1893	1	Building Maint
Dell Laptops.desktop approx 2017-2018	1BK3VY1	1	District Attorney
Dell Laptops.desktop approx 2017-2018	1G3CHM2	1	District Attorney
Dell Laptops.desktop approx 2017-2018	2Q16HM2	1	District Attorney
Dell Laptops.desktop approx 2017-2018	2RXBHM2	1	District Attorney
Dell Laptops.desktop approx 2017-2018	S2SXBHM2	1	District Attorney
Dell Laptops.desktop approx 2017-2018	39K3VY1	1	District Attorney
Dell Laptops.desktop approx 2017-2018	3PXBHM2	1	District Attorney
Dell Laptops.desktop approx 2017-2018	5NS5PH2	1	District Attorney
Dell Laptops.desktop approx 2017-2018	5YW5PH2	1	District Attorney
Dell Laptops.desktop approx 2017-2018	77MYNH2	1	District Attorney
Dell Laptops.desktop approx 2017-2018	783CHM2	1	District Attorney
Dell Laptops.desktop approx 2017-2018	7SW5PH2	1	District Attorney
Dell Laptops.desktop approx 2017-2018	7TD6PH2	1	District Attorney
Dell Laptops.desktop approx 2017-2018	7TT8D72	1	District Attorney
Dell Laptops.desktop approx 2017-2018	82N8D72	1	District Attorney
Dell Laptops.desktop approx 2017-2018	8CK6PH2	1	District Attorney
Dell Laptops.desktop approx 2017-2018	8JC9HQ2	1	District Attorney
Dell Laptops.desktop approx 2017-2018	9C3CHM2	1	District Attorney
Dell Laptops.desktop approx 2017-2018	9CK3VY1	1	District Attorney
Dell Laptops.desktop approx 2017-2018	9KNVJX1	1	District Attorney
Dell Laptops.desktop approx 2017-2018	9WK3VY1	1	District Attorney
Dell Laptops.desktop approx 2017-2018	BB16PH2	1	District Attorney
Dell Laptops.desktop approx 2017-2018	BJK3VY1	1	District Attorney
Dell Laptops.desktop approx 2017-2018	BKMDSC2	1	District Attorney
Dell Laptops.desktop approx 2017-2018	CBK3VY1	1	District Attorney

Dell Laptops.desktop approx 2017-2018	CN86PH2	1	District Attorney
Dell Laptops.desktop approx 2017-2018	DP86PH2	1	District Attorney
Dell Laptops.desktop approx 2017-2018	DS16HM2	1	District Attorney
Dell Laptops.desktop approx 2017-2018	F9D99H2	1	District Attorney
Dell Laptops.desktop approx 2017-2018	GB3CHM2	1	District Attorney
Dell Laptops.desktop approx 2017-2018	GNW5PH2	1	District Attorney
Dell Laptops.desktop approx 2017-2018	GTSD7H2	1	District Attorney
4 Microsoft surface tables with keyboards approx 2015	56995162453	1	District Attorney
4 Microsoft surface tables with keyboards approx 2015	57006362453	1	District Attorney
4 Microsoft surface tables with keyboards approx 2015	82755155053	1	District Attorney
4 Microsoft surface tables with keyboards approx 2015	10709452453	1	District Attorney
HP Printer	CNGJD60620	1	District Attorney
Lexmark Printer	34S351001DE1201902498	1	District Attorney
Mis Computer Acc, Keyboards, mice, cables, batteries		50	District Attorney
Dell Optiplex 7070	BN6W903	1	Information Systems
Dell Optiplex 7060	4Cn6JV1	1	Information Systems
Dell Optiplex 7070	3RT3SZ2	1	Information Systems
Dell Latitude 5289	93S5gh2	1	Information Systems
Dell Precision 3551	BV<SN53	1	Information Systems
Dell Latitude 5501	3vvmxy2	1	Information Systems
Dell Latitude 5511	1NPF0F3	1	Information Systems
Dell Latitude 5420	5YMCGB3	1	Information Systems
Dell Latitude 3500	7px2mw2	1	Information Systems
Dell Latitude 3510	f6mh103	1	Information Systems
Dell Latitude 5420	B81GFB3	1	Information Systems
Dell Latitude 5511	2T8V3F3	1	Information Systems
Dell Latitude 5511	35YW3D3	1	Information Systems
Dell 22"	CN036XDD74444545U134S	1	Information Systems

HannStar JW199DPBUF100	651GT3JY12248	1	Information Systems
HP 17"	CNC903RTZ0	1	Information Systems
Dell 22"	CN0FP04F72872478A17M	1	Information Systems
Dell 22"	CN036XDD7444545U813S	1	Information Systems
File Cabinets	NA	1	Juvenile Services
Panasonic Toughbooks CF-33	0DTTC34504	1	Public Safety IT
Panasonic Toughbooks CF-33	7LTTA15575	1	Public Safety IT
Panasonic CF-VEK33	7LTSA10966	1	Public Safety IT
Panasonic CF-VEK33	0ATUA01779	1	Public Safety IT
Panasonic FZ-N1	7FKSA36697	1	Public Safety IT
Panasonic FZ-N1	7HKSA40251	1	Public Safety IT
Panasonic FZ-N1	6JKSA12019	1	Public Safety IT
Dell Precision 3650	2GWKNK3	1	Public Safety IT
Dell Laptop charger		4	Public Safety IT
Dell Computer Monitor	JOBCQB2	1	Sheriffs Office
Dell Computer Monitor	CN-07R1K3-74445-4CC-349S	1	Sheriffs Office
Computer stands	NA	2	Sheriffs Office
Dell Desktop docking stations	30Q4B3	1	Sheriffs Office
Keyboard and Mouse(WIRED)	NA	10	Tax Assessor/Collector
HP Printer	NA	1	Tax Assessor/Collector

Asset Status Change

Title:	i:0#.f|membership|mary.greenway@wilco.org - 22-01-2025
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	10
1. Description:	Keyboard and Mouse (WIRED)
1. Manufacturer ID #:	Dell
1. Oracle Asset #:	NOT IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	HP Printer
2. Manufacturer ID #:	WILCO Tag 4900
2. Oracle Asset #:	NOT IN ORACLE
2. Condition of Assets:	Unknown
Transferring Dept.:	Tax Assessor/Collector
Transferring Dept. Contact Person	Mary Greenway
Transferring Dept. Contact Ph#:	5129431954
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Maritza Aragon 1/27/2025 9:28 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	3/4/2025
Agenda Item:	36221
Asset(s) delivered to warehouse on:	1/31/2025
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|ron.baldwin@wilco.org - 30-01-2025
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	32
1. Description:	Dell Laptops.desktop approx 2017-2018
1. Manufacturer ID #:	1BK3VY1 1G3CHM2 2Q16HM2 2RXBHM2 2SXBHM2 39K3VY1 3PXBHM2 5NS5PH2 5YW5PH2 77MYNH2 783CHM2 7SW5PH2 7TD6PH2 7TT8D72 82N8D72 8CK6PH2 8JC9HQ2 9C3CHM2 9CK3VY1 9KNVJX1 9WK3VY1 BB16PH2 BJK3VY1 BKMDSC2 CBK3VY1 CN86PH2 DP86PH2 DS16HM2 F9D99H2 GB3CHM2 GNW5PH2 GSTD7H2
1. Oracle Asset #:	76147, 200825, 200819, 200824, 200818, 76156, 200817, 200781, 200782, 200783, 200816, 200784, 200785, 150330, 150329, 200787, 211964, 200815, 76150, 65728, 76154, 200788, 76161, 175562, 76159, 200790, 200791, 200821, 189694, 200822, 200786, 189681
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	4
2. Description:	4 microsoft surface tablets with keyboards approx 2015
2. Manufacturer ID #:	056995162453 057006362453 082755155053 010709452453
2. Oracle Asset #:	178615, 178614, 178613, 144309
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	HP Printer
3. Manufacturer ID #:	CNGJD60620
3. Oracle Asset #:	144309
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Lexmark Printer
4. Manufacturer ID #:	34S351001DE1201902498
4. Oracle Asset #:	11572
4. Condition of Assets:	Working
5. Quantity (Mandatory):	50
5. Description	Misc computer accessories, keyboards, mice, cables, batteries
5. Manufacturer ID #	Various
5. Condition of Assets	Unknown
Transferring Dept.:	District Attorney
Transferring Dept. Contact Person	Ron Baldwin
Transferring Dept. Contact Ph#:	x31267

Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Grace Frias 2/5/2025 10:58 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	3/4/2025
Agenda Item:	36221
Asset(s) delivered to warehouse on:	1/31/2025
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|michael.moody@wilco.org - 30-01-2025
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	Panasonic Toughbook CF-33
1. Manufacturer ID #:	0DTTC34504, 7LTTA15575
1. Oracle Asset #:	241410, OTHER NOT IN ORACLE
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	2
2. Description:	Panasonic CF-VEK33
2. Manufacturer ID #:	7LTSA10966, 0ATUA01779
2. Oracle Asset #:	NOT IN ORACLE
2. Condition of Assets:	Non-Working
3. Quantity (Mandatory):	3
3. Description:	Panasonic FZ-N1
3. Manufacturer ID #:	7FKSA36697, 7HKSA40251, 6JKSA12019
3. Oracle Asset #:	206811, 213940, 181591
3. Condition of Assets:	Non-Working
4. Quantity (Mandatory):	1
4. Description:	Dell Precision 3650
4. Manufacturer ID #:	2GWKNK3
4. Oracle Asset #:	277876
4. Condition of Assets:	Working
5. Quantity (Mandatory):	4
5. Description	Dell Laptop chargers
5. Manufacturer ID #	various
5. Oracle Asset #	N/A
5. Condition of Assets	Working
Transferring Dept.:	Public Safety IT
Transferring Dept. Contact Person	Michael Moody
Transferring Dept. Contact Ph#:	512-864-8234
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Richard Semple 1/30/2025 2:58 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	3/4/2025
Agenda Item:	36221
Asset(s) delivered to warehouse on:	1/31/2025
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jmoore@wilco.org - 12-02-2025
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	Dell Latitude 5511
1. Manufacturer ID #:	ST# 79DH793 County Tag # 14241 ST#6KM1893 County Tag#16233
1. Oracle Asset #:	253689, 253691
1. Condition of Assets:	Working
Transferring Dept.:	Building Maintenance
Transferring Dept. Contact Person	Gina Wrehsnig
Transferring Dept. Contact Ph#:	943-1599
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Gina Wrehsnig 2/12/2025 9:16 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	3/4/2025
Agenda Item:	36221

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|starlahall@wilco.org - 19-02-2025
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Computer monitor
1. Manufacturer ID #:	JOBCQB2
1. Oracle Asset #:	NOT IN ORACLE
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Dell computer monitor
2. Manufacturer ID #:	CN-07R1K3-74445-4CC-349S
2. Oracle Asset #:	NOT IN ORACLE
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	2
3. Description:	Computer stands
3. Oracle Asset #:	NOT IN ORACLE
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Dell desktop docking station
4. Manufacturer ID #:	30Q46B3
4. Oracle Asset #:	NOT IN ORACLE
4. Condition of Assets:	Non-Working
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Starla Hall
Transferring Dept. Contact Ph#:	512-943-5270
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Bryan Williams 2/19/2025 1:49 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	3/4/2025
Agenda Item:	36221
Asset(s) delivered to warehouse on:	2/24/2025
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|sarina.gonzalez@wilco.org - 19-02-2025
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	3
1. Description:	Dell desktops
1. Manufacturer ID #:	See attached list
1. Oracle Asset #:	233180, 221117, 233083
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	11
2. Description:	Dell laptops
2. Manufacturer ID #:	see attached list
2. Oracle Asset #:	192679, 248361, 233191, 258612, 254589, 240386, 248543, 254595, 264617, 258611, 258610
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	5
3. Description:	Monitors
3. Manufacturer ID #:	see attached list
3. Oracle Asset #:	NOT IN ORACLE
3. Condition of Assets:	Unknown
Transferring Dept.:	Information Systems
Transferring Dept. Contact Person	Sarina Gonzalez
Transferring Dept. Contact Ph#:	512-943-3624
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Julie Schultz 2/19/2025 4:52 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	3/4/2025
Agenda Item:	36221
Asset(s) delivered to warehouse on:	2/20/2025
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|ashley.ray@wilco.org - 20-02-2025
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	File Cabinet
1. Manufacturer ID #:	NA
1. Oracle Asset #:	NOT IN ORACLE
1. Condition of Assets:	Working
Transferring Dept.:	Juvenile Services
Transferring Dept. Contact Person	Ashley Ray
Transferring Dept. Contact Ph#:	512-943-3213
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ John Pelczar 2/20/2025 11:22 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	3/4/2025
Agenda Item:	36221
Asset(s) delivered to warehouse on:	2/21/2025
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Commissioners Court - Regular Session **8.**

Meeting Date: 03/04/2025

VSC Asset for Auction

Submitted For: Joy Simonton **Submitted By:** Koren Shannon, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action to authorize the disposal of various county vehicles(s) and equipment assets through auction, pursuant to Texas Local Government Code 263.152

Background

Please see the attached details for February 2025.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

VSC Report

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	02/27/2025 11:56 AM
County Judge Exec Asst.	Delia Colon	02/27/2025 11:57 AM
Form Started By: Koren Shannon		Started On: 02/19/2025 09:20 AM
Final Approval Date: 02/27/2025		

Vehicle Status Change

Department	Created	County VIN/Serial Number	Equipment Unit Number	Reason for Status ...	Enter Agenda Date:	Make	Model	License Plate
560 - Sheriffs Office	2/10/2023 12:38 PM	1GNLCDEC3HR227...	SB1733	REACHED OPERATIONAL LIFE EXPECTANCY	3/4/2025	CHEVROLET	TAHOE	1336555
554 - Constable Pct 4	1/9/2025 09:40 AM	1GNSK2E0XER168911	4B1402	REACHED OPERATIONAL LIFE EXPECTANCY	3/4/2025	CHEVROLET	TAHOE	1218561
554 - Constable Pct 4	1/9/2025 09:46 AM	1GNLCDEC5JR1825...	4B1822	NOT MECHANICALLY SOUND	3/4/2025	CHEVROLET	TAHOE	1370331
554 - Constable Pct 4	1/9/2025 09:49 AM	1GNLCDEC4JR1813...	4B1823	NOT MECHANICALLY SOUND	3/4/2025	CHEVROLET	TAHOE	1370330
560 - Sheriffs Office	1/27/2025 11:09 AM	2C3CDXAT5PH534...	SA2335	ACCIDENT	3/4/2025	DODGE	CHARGER	1561431

Commissioners Court - Regular Session **9.**

Meeting Date: 03/04/2025

Appoint Joe Loughran to ESD 1 Board of Commissioners

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

Department: Commissioner Pct. #1

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on appointing Joe Loughran to the ESD 1 Board of Commissioners (Jollyville Fire Department) to fill an unexpired term. This term will run now until 12/31/26.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Joe Loughran bio

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	02/24/2025 09:44 AM
Form Started By: Garry Brown		Started On: 02/24/2025 09:37 AM
Final Approval Date: 02/24/2025		

Joe Loughran - Bio

My name is Joe Loughran. I am a retired firefighter, having served over 34 years with the Austin Fire Department. During those 34 years I worked as a Firefighter, Fire Specialist(driver), Operations Lieutenant, Lieutenant Investigator, Captain of Facilities, Operations Captain, and Safety Battalion Chief. I have experience in specialties, to include but not limited to, Haz-Mat, Fire and Arson Investigation, Aircraft Rescue and Firefighting (ARFF), and Administration (to include purchasing and budgeting).

I taught Fire and Arson Investigation for ACC from 2015-2024 and it was during this time that I began to work closely with Chief Landi and the members of the Jollyville Fire Department, as I have used the JVFD classroom facility for the past 6 years.

I have been a member of the community since 2001, when my wife and I bought a house in the area. We have strong ties to this community as we raised three daughters in that time with all three of my daughters going to Pond Spring elementary, Deer Park Middle School, and McNeil High School, respectively.

I have a strong desire to serve the community. Aside from the 34+ years I spent in public service, I have also been a volunteer for Big Brothers/Big Sisters of Austin as well as Habitat for Humanity, and other Church based activities.

Commissioners Court - Regular Session **10.**

Meeting Date: 03/04/2025

Approval of Service Agreement with Doggett Equipment Services d/b/a Toyota Lift of South Texas for Forklift Maintenance and Training for Elections Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Service Contract #2025120 between Williamson County and Dogggett Equipment Services d/b/a Toyota Lift of South Texas for Preventative Maintenance and Specialized Training on the Forklift used in Elections for $400.00, and authorizing the execution of the service contract.

Background

This service contract #2025120 with Doggett Equipment Services d/b/a Toyota Lift of South Texas, will be for preventative maintenance on the forklift used in the Elections Department and specialized training on that forklift for (2) Elections warehouse employees. The cost of this training session will be $400.00. This Service Agreement will cover future service on the Election's forklift with Doggett Equipment Service and will be good for 12 months with auto-renewals for an additional (3) one-year terms. The funding source is 01.0100.0492.004541 for FY25. Origination #2003. This purchase has been approved by the Auditor's Office, Contract Audit, and General Counsel. The department point of contact is Vikki Farrow.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Service Agreement

1295 Form

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	02/26/2025 09:10 PM
County Judge Exec Asst.	Delia Colon	02/27/2025 08:19 AM
Form Started By: Sandra Malcolm		Started On: 01/28/2025 02:07 PM
Final Approval Date: 02/27/2025		

WILLIAMSON COUNTY
SERVICES AND PURCHASE CONTRACT
Doggett Equipment Services, LTD d/b/a Toyota Lift of South Texas
Quote #934701312

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 **Doggett Equipment Services, LTD d/b/a Toyota Lift of South Texas** (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 #934701312** 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 **Quote #934701312** attached and 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 Agreement shall be in full force and effect when signed by all parties and shall continue for 12 months from effective date. Unless terminated sooner pursuant to paragraph X below, the Agreement shall renew automatically for up to three (3) one-year terms with the terms and conditions remaining the same. If applicable, at the end of the agreement term, Williamson County Commissioners Court reserves the right to renew the agreement for additional fiscal years, by mutual agreement of both parties, as it deems to be in the best interest of Williamson County.

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 One Thousand Dollars ($1,000.00) per fiscal year. 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 **Quote #934701312,** attached 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:

Doggett Equipment Services, LTD d/b/a Toyota Lift of South Texas
Name of Service Provider

_____
Authorized Signature

Trent Wilkinson
Printed Name

Date: 02/18, 2025

EXHIBIT A

DOGGETT
TOYOTA LIFT OF SOUTH TEXAS

REMIT INFO
P.O. BOX 733593
DALLAS, TX 75373-3593
FOR ACH: TLARREMIT@DOGGETT.COM

Quote # 934701312

Quote Date 01/08/2025
Terms - Net 30

Salesman: Robert

R.F.C Client WIL100

P.M. Quote

BILL TO:
WIL100
Williamson County
Elections Dept
301 SE Inner Loop, Ste 104
Georgetown, TX 78626
512-943-1430

SHIP TO:
WIL100
Williamson County
Elections Dept
301 SE Inner Loop, Ste 104
Georgetown, TX 78626
512-943-1430

PO #	Ship Via	FOB	PM Due Date	Make	Model	Serial #	Unit #	Meter
			11/3/2025	Drexel	SLT30AC/2	SLT30AC/2-2110A-13360	DR2210001NT	32

Description	*Extended*
Flat Rate Labor	**180.00**
Forklift certification	**220.00**

Quote

Price does not include freight or transportation.
Parts Price quoted is valid to currect end of month.

	$400.00
Tax	**$0.00**
	$400.00

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1271698

Date Filed:
02/19/2025

Date Acknowledged:
02/20/2025

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

Doggett Toyota Lift of South Texas
Austin , TX United States

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

Marco Mendoza

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.

1295
Planned Maintenance on the forklift

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

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

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

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

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

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

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1271698

Date Filed:
02/19/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Doggett Toyota Lift of South Texas
Austin , TX United States

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

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.
1295
Planned Maintenance on the forklift

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

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Trent Wilkinson, and my date of birth is [redacted].

My address is [redacted] (street), Austin (city), TX (state), 78744 (zip code), USA (country).

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

Executed in Travis County, State of Texas, on the 19 day of February (month), 2025 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **11.**

Meeting Date: 03/04/2025

Authorize Issuing Advertisement for RFP #25RFP33 for Audit and Accounting for the Auditors 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 authorizing the Purchasing Agent to advertise and receive sealed solicitations for Audit and Accounting Services, under RFP #25RFP33.

Background

Williamson County seeks proposals in response to this request for proposals from qualified and experienced public accounting firms whose principal officers are independent certified public accountants. The objectives of this RFP are: 1) to obtain audit services for the performance of Williamson County's annual financial audit in accordance with generally accepted auditing standards, and 2) to obtain other related services as stated herein. The department point of contact is Jayln Morris and the funding source is 01.0100.0409.004181 and was budgeted for FY 25. Orig 2182.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	02/26/2025 08:59 PM
County Judge Exec Asst.	Delia Colon	02/27/2025 08:27 AM
Form Started By: Koren Shannon		Started On: 02/21/2025 10:51 AM
Final Approval Date: 02/27/2025		

Commissioners Court - Regular Session **12.**

Meeting Date: 03/04/2025

Approval of Master Service Agreement for CAD to CAD Unify (Cloud) with CentralSquare Technologies, LLC for Information Services

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 Master Service Agreement #2025128 for CAD to CAD (Computer-Aided Dispatch) Unify (Cloud) systems between Williamson County and Central Square Technologies, LLC in the amount of $82,150.00 for one year and exempting the purchase from competitive requirements per Texas Local Government Code §262.024(a)(7)(D)[captive replacement parts or components for equipment].

Background

Approval of this Master Service Agreement will provide a combination of software and services that comprise the overall system for use by Williamson County. The Agreement specifies the user and software licenses included in this project by the quantity and environment in which they are licensed. This Agreement shall be in full force and effect when signed by all parties and shall continue for 12 months from the effective date. The Agreement shall renew automatically for up to five (5) one-year terms with the terms and conditions remaining the same. Origination #2035. Funding Source is 01.0100.0523.004505 and 01.0100.0523.003011 for FY25. Point of contact is Janessa Stephens.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

MSA

Form 1295

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	02/26/2025 08:57 PM
County Judge Exec Asst.	Delia Colon	02/27/2025 08:37 AM
Form Started By: Barbi Hageman		Started On: 02/24/2025 10:27 AM
Final Approval Date: 02/27/2025		

Docusign Envelope ID: 3E857522-8667-482B-B404-770C12ADC9A3

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

MASTER SERVICES AGREEMENT
WITH
CentralSquare Technologies, LLC

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

THIS MASTER SERVICES AGREEMENT is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **CentralSquare Technologies, 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 **Central Square Solutions Agreement; Quote No. Q-165119 and Statement of Work – UNIFY (CLOUD)** 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 Agreement 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 Agreement 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,

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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 **Central Square Solutions Agreement; Quote No. Q-165119 and Statement of Work – UNIFY (CLOUD)** 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 Agreement 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 Agreement has been signed by both parties.

III.

Effective Date and Term: This Agreement shall be in full force and effect when signed by all parties and shall continue for 12 months from effective date. Unless terminated sooner pursuant to paragraph XX below, the Agreement shall renew automatically for up to five (5) one-year terms with the terms and conditions remaining the same. If applicable, at the end of the agreement term, Williamson County Commissioners Court reserves the right to renew the agreement for additional fiscal years, by mutual agreement of both parties, as it deems to be in the best interest of Williamson County.

IV.

On-Site Representative for Work Monitoring: The County may appoint an on-site project representative to observe the work being performed. The County may conduct inspections to determine the date or dates of substantial completion and the date of final completion. If the County so desires, it may seek written adequate assurance that the work is progressing on-time and pursuant to terms and conditions of this agreement and all related contract documents.

V.

Labor, Materials, Tools & Misc. Items: Service Provider shall provide or cause to be provided and shall pay for labor, materials, equipment, tools, construction equipment and machinery, utilities, transportation and other facilities and services necessary for proper execution and completion of the work, whether temporary or permanent and whether or not incorporated or to be incorporated in the work. Service Provider shall enforce strict discipline and good order among their respective employees and other persons carrying out the Agreement. Service Provider shall not permit employees of unfit persons or persons not skilled in tasks assigned to them.

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VI.

Compliance With All Laws: Service Provider agrees, in connection with the services or any related items to the subject matter of this Agreement, to comply with any and all local, state, or federal requirements, including but not limited to compliance with regulations of the Texas Commission of Environmental Quality and the Occupational Safety and Health Administration. Additionally, Service Provider shall obtain from the appropriate City, Williamson County, or State of Texas the necessary permit(s) required by the ordinances of the City of Georgetown, Williamson County, or State of Texas, for performance of the work.

VII.

Duty To Report Problems: Service Provider agrees to advise the County and its representative(s) of errors, mistakes, potential problems or any other problematic issue(s) coming under observation during the progress of the work and will make good faith efforts to correct any errors that come to light in a timely and reasonable manner.

VII.

Cleaning Up: Service Provider shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under this Agreement. At completion of the work, Service Provider shall remove from and about the project: waste materials, rubbish, tools, construction equipment, machinery and surplus materials. If Service Provider fails to clean up as provided, the cost thereof shall be charged to Service Provider by deducting from final fee or as necessary.

IX.

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 in any manner hold itself out as an agent or official representative of The County. Service Provider shall be considered an independent contractor for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this agreement. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the construction services being provided. Service Provider agrees to indemnify, hold harmless, and defend The County against any claim, demand, loss, injury, damages, actions, or liability of any kind against The County resulting from any services Service Provider performs on behalf of the County.

TO THE FULLEST EXTENT PERMITETED BY APPLICABLE LAW, SERVICE PROVIDER AND ITS AGENTS, PARTNERS, EMPLOYEES, AND CONSULTANTS (COLLECTIVELY "INDEMNITORS") SHALL AND DO AGREE TO INDEMNIFY, PROTECT, DEFENT WITH COUNSEL APPROVED BY COUNTY, AND HOLD HARMLESS THE COUNTY, REPRESENTATIVES OF THE COUNTY AND THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, ITS VARIOUS DEPARTMENTS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY "INDEMNITEES")

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FROM AND AGAINST ALL CLAIMS IN RELATION TO SERVICE PROVIDER'S PERFORMANCE OF THE WORK DESCRIBED HEREIN. DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGEMENT, AND EXPENSES, INCLUDING ATTORNEY FEES, OF ANY NATURE, KIND OR DESCRIPTION (COLLECTIVELY "LIABILITIES") OF ANY PERSON OR ENTITY WHOMSOEVER, ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE PERFORMANCE OF THE SERVICES OR ANY PART THEROF WHICH ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF SERVICE PROVIDER, ANYONE DIRECTLY EMPLOYED BY IT OR ANYONE WHOSE ACTS IT MAY BE LIABLE, EVEN IF IT IS CAUSE IN PART BY THE NEGLIGENCE OR OMISSON OF ANY INDEMNITEE, SO LONG AS IT IS NOT CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE. IN THE EVENT MORE THAN ONE OF THE INDEMNITORS ARE CONNECTED WITH AN ACCIDENT OR OCCURRENCE COVERED BY THIS INDEMNIFICATION, THEN EACH OF SUCH INDEMNITORS SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE TO THE INDEMNITEES FOR INDEMNIFICATION AND THE ULTIMATE RESPONSIBILITY AMONG SUCH INDEMNITORS FOR THE LOSS AND EXPENSE OF ANY SUCH INDEMNIFICATION SHALL BE SETTLED BY SEPARATE PROCEEDINGS AND WITHOUT JEAPORDY TO ANY INDEMNITEE. THE PROVISIONS OF THIS ARTICLE SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATIONS OR RIGHT WHICH COUNTY OR ANY OTHER INDEMNITEES HAS BY LAW. THE INDEMNITIES CONTAINED HEREIN SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON WHATSOEVER.

X.

Service Provider's Employees: Service Provider covenants and agrees that all personnel engaged shall be employees of Service Provider, and Service Provider shall pay all salaries, and all Social Security taxes, Federal and State Unemployment Insurance, Workers' Compensation Insurance and any similar taxes or expenses related to such employees, including but not limited to, license fees, insurance premiums and outfitting expenses. Service Provider shall be responsible for complying with all Federal, State and Local laws, ordinances and regulations regarding its employees, including all Occupational Safety and Health Administration regulations. Service Provider shall be responsible for the supervision, control and direction of the day-to-day activities of the personnel provided hereunder and shall provide close supervision on a continual basis.

XI.

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 Agreement is **Eighty-Two Thousand, One Hundred Fifty Dollars ($82,150.00)**, per year.

Pursuant to State Law ("Texas Prompt Payment Act") the payment terms are governed as follows:

County's 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 County receives the goods under the Agreement; (2) the date the performance of the service under the

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

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

As a minimum, invoices shall include:

a) Name, address, and telephone number of Service Provider and similar information in the event the payment is to be made to a different address
b) County Agreement, Purchase Order, and/or delivery order number
c) Identification of items or services as outlined in the Agreement
d) Quantity or quantities, applicable unit prices, total prices and total amounts
e) Any additional payment information which may be called for by the Agreement

Payment inquiries should be directed to the Williamson County Auditor's Office, Accounts Payable Department: accountspayable@wilco.org 512-943-1500

XII.

The County's Decision to Withhold Payment: The County may withhold a payment in whole or in part to the extent reasonably necessary to protect The County due to The County's determination that the work has not progressed to the point indicated in the Agreement documents or that the quality of work is not in accordance with the Agreement documents. The County may also withhold a payment or, because of subsequently discovered evidence, may nullify the whole or a part of any request for payment to such extent as may be necessary to protect The County from loss for which Service Provider is responsible, including loss resulting from acts and omissions, because of the following:

1. defective work not remedied;
2. reasonable evidence that the work cannot be completed for the unpaid balance of the Agreement sum;
3. damage to The County;
4. reasonable evidence that the work will not be completed within the Agreement time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or

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5. persistent failure to carry out the work in accordance with the Agreement documents.

XIII.

No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to The County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. The County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity or any other immunity under the laws of the State of Texas or of the United States

XIV.

Warranty: Service Provider warrants to The County that materials, workmanship and equipment furnished under this agreement will be of good quality and new unless otherwise required or permitted by The County, that the work will be free from defects not inherent in the quality required or permitted by law or otherwise, and that the work will conform to the requirements of the Agreement documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

XV.

Taxes: Service Provider shall pay all sales, consumer, use and similar taxes for the work provided by Service Provider which had been legally enacted on the date of the Agreement, whether or not yet effective or merely scheduled to go into effect.

XVI.

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

XVII.

No Assignment: Neither Party shall assign this Agreement without the prior written consent of the other Party, the consent of which may not be unreasonably withheld. For purposes of clarity, any merger, consolidation, or reorganization involving Service Provider (regardless of whether Service Provider is a surviving or disappearing entity) will not be considered a transfer of rights, obligations, or performance under this Agreement. County will be provided 30 days notice prior to the implementation of any merger, consolidation or reorganization involving Service Provider for purposes of conducting a Conflict's Check. County may terminate this Agreement if a conflict is deemed between the County and any entity merged with, consolidated with or reorganized with.

XVIII.

Severability: In case any one or more of the provisions contained in this agreement shall for

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any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision in this agreement and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained in it.

IXX.

Confidentiality: Service Provider expressly agrees that they will not use any incidental confidential information they may obtain while being on governmental property for their own benefit and agrees that is will not enter unauthorized areas or access confidential information and will not disclose any information to unauthorized third parties and will take care to guard the security of the information at all times.

XX.

Termination: This agreement may be terminated at any time at the option of The County, without further or prospective liability for performance upon giving upon thirty (30) calendar day's written notice to thereof. In the event Williamson County exercises its right to terminate without cause, it is understood and agreed that only amounts due to Service Provider for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Williamson County's termination for convenience.

XXI.

Right of Funds: Despite the agreed upon method of payment set forth above, Service Provider agrees to return to Williamson County pro-rata portion of unearned funds distributed to Service Provider if (a) Service Provider's project progress is insufficient; (b) this Agreement is terminated for any reason; or (c) Service Provider fails in any other respect under this Agreement.

XXII.

County's Right to Audit: Service Provider agrees that Williamson County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider expressly 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. Williamson County shall give Service Provider reasonable advance notice of intended audits. Any such audit shall be conducted at Williamson County's expense, and under the provisions of an executed non-disclosure agreement. Service Provider acknowledges and understands that certain areas and operational aspects of Service Provider's facilities will not be made available due to security and privacy concerns related to other Service Provider clients.

XXIII.

Notice: Any notice required to be given under the terms of this AGREEMENT shall be

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effective if and when given in writing and mailed by certified mail to the addresses listed below or subsequently provided in writing:

WILLIAMSON COUNTY:
Williamson County Judge
710 Main Street, Suite 101
Georgetown, TX 78626

SERVICE PROVIDER
Central Square Technologies, LLC
1000 Business Center Dr.
Lake Mary, FL 32746
Attention: Legal/Contracts

XXIV.

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

XXV.

Appropriation of Funds by County: County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Service Provider understands and agrees that the County's payment of amounts under this Agreement is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

Non-Appropriation and Fiscal Funding: The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that County shall have the right to terminate this Agreement at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination at the end of its then-current fiscal year. In the event of such termination, Service Provider shall be paid for all undisputed fees owed up to the date of said termination.

XXVI.

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

XXVII.

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Entire Agreement & Incorporated Documents: This Agreement constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this Agreement include the following:

A. As described in Central Square Solutions Agreement; Quote No. Q-165119 and Statement of Work – UNIFY (CLOUD), which is designated as Exhibit "A" and incorporated herein as if copied in full;
B. Insurance certificates evidencing coverages required herein above and
C. Any Amendments agreed to by both parties.

In the event a dispute arises between terms and conditions of: (1) this Williamson County Master Services Agreement; and (2) Central Square Solutions Agreement, applicable documents will be referred to for the purpose of Clarification or for additional detail in the following order of precedence: (1) this Williamson County Master Services Agreement; (2) Central Square Solutions Agreement.

XXVI.

Signature for the County: The presiding officer of Williamson County's governing body who is authorized to execute this instrument by order duly recorded may execute this Agreement on behalf of the County.

IN WITNESS WHEREOF, that this Agreement shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
County Judge/Presiding Officer

Dated: _____, 20____

CentralSquare Technologies, LLC:

Signed by:
Ron Anderson
CA1F6996BA0C4F7...
Authorized Signature

Ron Anderson
Printed Name

Chief Revenue Officer
Printed Name

Dated: 2/14/2025, 20____

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Feb 18 2025 Time: 10:39 am

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Feb 18 2025 Time: 6:52 am

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Exhibit “A”

CentralSquare Solutions Agreement

This CentralSquare Solutions Agreement (the "**Agreement**"), effective as of the latest date shown on the signature block below (the "**Effective Date**"), is entered into between **CentralSquare Technologies, LLC** with its principal place of business in Lake Mary, FL ("**CentralSquare**") and **Williamson County Sheriff's Office, TX** ("**Customer**"), together with CentralSquare, the "**Parties**", and each, a "**Party**".

WHEREAS, Customer entered into a prior agreement for Software products with Superion, LLC, a CentralSquare Technologies, LLC company; and

WHEREAS, Customer is a currently licensed end user of the Superion Software; and

WHEREAS, through asset purchase, CentralSquare is the owner of all Superion Software products, services, and contractual obligations; and

WHEREAS, Customer desires to discontinue use of the Superion Software products and migrate to the CentralSquare Software solution identified in Exhibit 1 to this Agreement; and

WHEREAS, this Agreement shall replace and supersede any and all prior agreements directly related to the Superion Software products being replaced by this Agreement.

WHEREAS, CentralSquare licenses and gives access to certain software applications ("**Solutions**") to its customers and also provides maintenance, support, migration, installation and other professional services; and

WHEREAS, Customer desires to license and/or gain access to certain Solutions and receive professional services described herein, and CentralSquare desires to grant and provide Customer license and access to such offerings as well as to provide support and maintenance, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by the signatures of their duly authorized representative below, the Parties intending to be legally bound, agree to all of the following provisions and exhibits of this Agreement:

CentralSquare Technologies, LLC	Williamson County Sheriff's Office
1000 Business Center Drive Lake Mary, FL 32746	301 SE Inner Loop Road, Suite 105, Georgetown, TX , 78626
By:	By:
Print Name:	Print Name:
Print Title:	Print Title:
Date Signed:	Date Signed:

Solution: Tellus

Term.

Initial Term. The Initial Term of this Agreement commences as of the Effective Date and will continue in effect for one (1) year from such date unless terminated earlier pursuant to any of the Agreement's express provisions (the "**Initial Term**").

Renewal Term. Unless terminated sooner, this Agreement will automatically renew for up to five (5) one-year terms unless earlier terminated pursuant to any of the Agreement's provisions (a "**Renewal Term**" and, collectively, with the Initial Term, the "**Term**").

Non-Renewal. Either Party may elect to end renewal of the Agreement by issuing a notice of non-renewal, in writing, to the other Party six (6) months prior to the expiration of the Agreement term.

Fees.

In consideration of the rights and services granted by CentralSquare to Customer under this Agreement, Customer shall make payments to CentralSquare pursuant to the amounts and payment terms outlined in Exhibit 1 (the Solution(s) and Services Fee Schedule).

All invoices shall be billed and paid in U.S. dollars (USD) and in accordance with the terms set forth in Exhibit 1. If Customer delays an invoice payment for any reason, Customer shall promptly notify CentralSquare in writing the reasons for such delay. Unless otherwise agreed by both Parties, CentralSquare may apply any payment received to any delinquent amount outstanding.

Standard Terms and Conditions

1. Definitions. Capitalized terms not otherwise defined in this Agreement have the meanings set forth below:

1.1. "**Affiliate**" means any other Entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Entity.

1.2. "**Authorized User**" means Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Solutions pursuant to this Agreement, and for whom access to the Solutions has been purchased.

1.3. "**Baseline Solution**" means the version of a Solution updated from time to time pursuant to CentralSquare's warranty services and maintenance, but without any other modification.

1.4. "**CentralSquare Systems**" means the information technology infrastructure used by or on behalf of CentralSquare to deliver the Solutions, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by CentralSquare or through the use of third-party services.

1.5. "**Customer Data**" means information, data, and content, in any form or medium, collected, downloaded, or otherwise received, directly or indirectly from Customer, an Authorized User or end-users by or through the Solutions, provided the data is not personally identifiable and not identifiable to Customer.

1.6. "**Customer Systems**" means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated by Customer or through the third-party services.

1.7. "**Defect**" means a material deviation between the Baseline Solution and its Documentation, for which Customer has given CentralSquare sufficient information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control. Further, with regard to any custom modification, Defect means a material deviation between the custom modification and the CentralSquare generated specification and Documentation for such custom modification, and for which Defect Customer has given CentralSquare sufficient information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control.

1.8. **"Delivery"** means:

1.8.1. For on-premise Solutions, Delivery shall be when CentralSquare delivers to Customer the initial copies of the Solutions outlined in Exhibit 1 by whichever the following applies and occurs first (a) electronic delivery, by posting it on CentralSquare's network for downloading, or similar suitable electronic file transfer method, or (b) physical shipment, such as on a disc or other suitable media transfer method, or (c) installation, or (d) delivery of managed services server. Physical shipment is on FOB - CentralSquare's shipping point, and electronic delivery is at the time CentralSquare provides Customer with access to download the Solutions.

1.8.2. For cloud-based Solutions Delivery shall be whichever the following applies and occurs first when Authorized Users have (a) received log-in access to the Solution or any module of the Solution or (b) received access to the Solution via a URL.

1.9. "**Documentation**" means any manuals, instructions, or other documents or materials that CentralSquare provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Solution(s), including any aspect of its installation, configuration, integration, operation, use, support, or maintenance.

1.10. **"End User Training"** means the process of educating general users of the Software on the operation of the Software.

1.11. "**Entity**" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other organization.

1.12. **"Hardware"** means any equipment, computer systems, servers, storage devices, peripherals, and any other tangible assets purchased under this Agreement.

1.13. "**Intellectual Property Rights**" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

1.14. "**Managed Services Hardware**" means any equipment, computer systems, servers, peripherals, and any other tangible asset purchased as a subscription under this Agreement.

1.15. "**Maintenance**" means optimization, error correction, modifications, and Updates (defined herein) to CentralSquare Solutions to correct any known Defects and improve performance. Maintenance will be provided for each Solution, the hours and details of which are described in Exhibit 2 (Maintenance and Support).

1.16. "**New or Major Releases**" means new versions of a Baseline Solution (e.g., version 4.0, 5.0 etc.) not provided as part of Maintenance.

1.17. "**Personal Information**" means any information that does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located. Personal Information includes all "nonpublic personal information" as defined under the Gramm-Leach-Bliley Act, "protected health information" as defined under the Health and Insurance Portability and Accountability Act of 1996, "Personal Data" as defined in the EU General Data Protection Regulation (GDPR 2018), "Personal Information" as defined under the Children's Online Privacy Protection Act of 1998, and all rules and regulations issued under any of the foregoing.

1.18. "**Professional Services**" means configuration, installation, implementation, development work, training or consulting services including custom modification programming, support relating to custom modifications, on-site support services, assistance with data transfers, system restarts and reinstallations provided by CentralSquare.

1.19. **"Project Kickoff"** is a meeting to occur shortly after contract execution between CentralSquare and Customer in which goals and objectives are set forth, all parties relevant team members are identified, and scope, timelines, and milestones are reviewed.

1.20. **"Reliability Period"** is the time period in which the Software is tested and confirmed reliable by successfully completed fifteen (15) continuous days in a live environment with no repeatable Priority 1 or Priority 2 issues as defined in Exhibit 2, unless otherwise agreed in a statement of work.

1.21. "**Software**" means the software program(s) (in object code format only) identified on Exhibit 1 (Solution(s) and Services Fee Schedule). The term "Software" excludes any Third-Party Software.

1.22. **"Software Version"** means the base or core version of the Solution Software that contains significant new features and significant fixes and is available to the Customer. The nomenclature used for updates and upgrades consists of major, minor, build, and fix and these correspond to the following digit locations of a release, a,b,c,d. An example of which would be 7.4.1.3, where the 7 refers to the major release, the 4 refers to the minor release, the 1 refers to the build, and the 3 refers to a fix.

1.23. "**Solutions**" means the software, Documentation, development work, CentralSquare Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, provided or used by CentralSquare or any Subcontractor in connection with Professional Services or Support Services rendered under this Agreement.

1.24. **"Support Services"** means Maintenance, Enhancements, implementation of New Releases, and general support efforts to respond to incidents reported by Customer in accordance with Exhibit 2 (Maintenance & Support) and Exhibit 8 (Managed Services Provisions), if applicable.

1.25. "**Third-Party Materials**" means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, related services, equipment, or components of or relating to the Solutions that are not proprietary to CentralSquare.

2. <u>License, Access, and Title</u>.

2.1. <u>License Grant.</u> For any Solution designated as a "license" on Exhibit 1, Customer is granted a perpetual (unless terminated as provided herein), nontransferable, nonexclusive right and license to use the Software for Customer's own internal use for the applications described in the Statement of Work, in the applicable environment (e.g., production, test, training, or disaster recovery system) and in the quantity set forth in Exhibit 1. Additional software licenses purchased after the execution of this Agreement shall also be licensed in accordance with the provisions of this section. Customer shall not use, copy, rent, lease, sell, sublicense, modify, create derivative works from/of, or transfer any software, or permit others to do said acts, except as provided in this Agreement. Any such unauthorized use shall be void and may result in immediate and automatic termination of the applicable license. In such event, Customer shall not be entitled to a refund of any license fees paid. Notwithstanding, Customer shall be entitled to use software at the applicable designated location for the purpose of the application(s) described in the Statement of Work to provide services for itself and other Affiliate governmental agencies/entities, provided that the Software is installed and operated at only one physical location. The Software license granted in this Agreement or in connection with it are for object code only and do not include a license or any rights to source code whatsoever.

2.2. <u>Access Grant</u>. For any Solution designated as a "subscription" on Exhibit 1, so long as subscription fees are paid and current, (unless terminated as provided herein), Customer is granted a nontransferable, nonexclusive right to use the software for the Customer's own internal use for the applications described in the Statement of Work, in the applicable environment (e.g., production, test, training, or disaster recovery system) and in the quantity set forth in Exhibit 1. Additional CentralSquare software subscriptions purchased after the execution of this Agreement shall also be accessed in accordance with the provisions of this section. Customer shall not use, copy, rent, lease, sell, sublicense, modify, create derivative works from/of, or transfer any software, or permit others to do said acts, except as provided in this Agreement. Any such unauthorized use shall be void and may result in immediate and automatic termination of the applicable access. In such event, Customer shall not be entitled to a refund of any subscription fees paid. Notwithstanding, Customer shall be entitled to use software at the applicable designated location for the purpose of the application(s) described in the Statement of Work to provide services for itself and other Affiliate governmental agencies/entities. The subscription access granted in this Agreement or in connection with it are for object code only and do not include a license or any rights to source code whatsoever.

2.3. Documentation License. CentralSquare hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Solutions.

2.4. Application Programming Interface "API". If the Customer has purchased any Application Programming Interface (API) license or subscription, Customer may use such API for Customer's own internal use to develop interfaces which enable interfacing with the applicable CentralSquare Software purchased herein. The development and use of such interfacing applications is specifically permitted under the use granted herein and shall not be deemed derivative works provided that they are not, in fact, derived from the CentralSquare Software or the ideas, methods of operation, processes, technology or know-how implemented therein. Other than the usage rights granted herein, Customer shall not acquire any right, title or interest in the CentralSquare Software or API by virtue of the interfacing of such applications, whether as joint owner, or otherwise. Should Customer desire to provide or share the API to a third-party, the third-party must enter into an API Access Agreement by and between the third-party and CentralSquare directly to govern the usage rights and restrictions of the applicable API.

2.5. Hardware. Subject to the terms and conditions of this Agreement, CentralSquare agrees to deliver, through hardware vendors, the Hardware itemized on Exhibit 1. The risk of loss or damage will pass to Customer upon the date of delivery to the Customer specified facility. Upon delivery and full satisfaction of the Hardware payment obligations, Hardware shall be deemed accepted and Customer will acquire good and clear title to Hardware. All Hardware manufacturer warranties will be passed through to Customer. CentralSquare expressly disclaims, and Customer hereby expressly waives all other Hardware warranties, express or implied, without limitation, warranties of merchantability and fitness for a particular purpose.

2.6. Managed Services Hardware. Subject to the terms and conditions of this Agreement, CentralSquare agrees to deliver the Managed Services Hardware itemized on Exhibit 1. So long as the applicable subscription fees are paid and current, Customer shall maintain a limited right in possessory interest in the Managed Services Hardware. No title in the Managed Services Hardware will pass to Customer at any time or for any reason. Customer agrees to maintain adequate insurance against fire, theft, or other loss for the Managed Services Hardware full insurable value. CentralSquare shall coordinate any defect or warranty claims in accordance with Exhibit 8.

2.7. Reservation of Rights. Nothing in this Agreement grants any right, title, or interest in or to any Intellectual Property Rights in or relating to the Solutions, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in the Solutions, and the Third-Party Materials are and will remain with CentralSquare and the respective rights holders.

3. Use Restrictions. Authorized Users shall not:

3.1. copy, modify, or create derivative works or improvements of the Solutions, or rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Solutions to any Entity, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;

3.2. reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Solutions, in whole or in part;

3.3. bypass or breach any security device or protection used by Solutions or access or use the Solutions other than by an Authorized User through the use of his or her own then valid access;

3.4. input, upload, transmit, or otherwise provide to or through the CentralSquare Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any harmful code (any software, hardware, device, or other technology, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede any (i) computer, software firmware, hardware, system or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Solutions as intended by this Agreement;

3.5. damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the CentralSquare Systems, or CentralSquare's provision of services to any third-party, in whole or in part;

3.6. remove, delete, alter, or obscure any trademarks, specifications, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Documentation or Solutions, including any copy thereof;

3.7. access or use the Solutions in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third-party, or that violates any applicable law;

3.8. access or use the Solutions for purposes of competitive analysis of the Solutions, the development, provision, or use of a competing software service or product or any other purpose that is to CentralSquare's detriment or commercial disadvantage or otherwise access or use the Solutions beyond the scope of the authorization granted in Section 2.

4. Audit.

4.1. CentralSquare shall have the right to audit Customer's use of the Software to monitor compliance with this Agreement. Customer shall permit CentralSquare and its directors, officers, employees, and agents to have on-site access at Customer's premises (or remote access as the case may be) during normal business hours to such systems, books, and

records for the purpose of verifying license counts, access counts, and overall compliance with this Agreement. Customer shall render reasonable cooperation to CentralSquare as requested. If as a result of any audit or inspection CentralSquare substantiates a deficiency or non-compliance, or if an audit reveals that Customer has exceeded the restrictions on use, Customer shall promptly reimburse CentralSquare for all its costs and expenses incurred to conduct such audit or inspection and be required to pay for any delinquencies in compliance and prompt payment of any underpayment of Fees.

5. Customer Obligations.

5.1. Customer Systems and Cooperation. Customer shall at all times during the Term: (a) set up, maintain, and operate in good repair all Customer Systems on or through which the Solutions are accessed or used; (b) provide CentralSquare Personnel with such access to Customer's premises and Customer Systems as is necessary for CentralSquare to perform the Support Services in accordance with the Support Standards and specifications and if required by CentralSquare, remote access in accordance with Exhibit 3 (CentralSquare Access Management Policy); and (c) provide all cooperation as CentralSquare may reasonably request to enable CentralSquare to exercise its rights and perform its obligations under this Agreement.

5.2. Effect of Customer Failure or Delay. CentralSquare is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement.

5.3. Corrective Action and Notice. If Customer becomes aware of any actual or threatened activity prohibited by Section 3, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Solutions and permanently erasing from their systems and destroying any data to which any of them gained unauthorized access); and (b) notify CentralSquare of any such actual or threatened activity.

5.4. Maintaining Current Versions of CentralSquare Solutions. In accordance with Exhibit 2 (Maintenance & Support) and Exhibit 8 (Managed Services Provisions), if applicable. Customer shall install and/or use any New or Major Release within one year of being made available by CentralSquare to mitigate a performance problem, ineligibility for Support Services, or an infringement claim.

6. Professional Services.

6.1. Compliance with Customer Policies. While CentralSquare personnel are performing services at Customer's site, CentralSquare personnel will comply with Customer's reasonable procedures and site policies that are generally applicable to Customer's other suppliers providing similar services and that have been provided to CentralSquare in writing or in advance.

6.2. Contributed Material. In the process of CentralSquare's performing Professional Services, Customer may, from time to time, provide CentralSquare with designs, plans, or specifications, improvements, works or other material for inclusion in, or making modifications to, the Solutions, the Documentation or any other deliverables ("**Contributed Material**"). Customer grants to CentralSquare a nonexclusive, irrevocable, perpetual, transferable right, without the payment of any royalties or other compensation of any kind and without the right of attribution, for CentralSquare, CentralSquare's Affiliates and CentralSquare's licensees to make, use, sell and create derivative works of the Contributed Material.

6.3. Federal Grant Funds. Not Applicable.

6.4. Criminal Justice Information Services. To the extent permissible, the parties acknowledge that any employee of CentralSquare who has been granted Criminal Justice Information Services ("CJIS") clearance in any state within the United States shall be deemed to have satisfied the CJIS clearance requirements under this Agreement. This provision is based on the principle of reciprocity, recognizing the validity of CJIS clearance across state lines.

Notwithstanding the foregoing, CentralSquare shall ensure that all employees comply with the applicable laws and regulations of the state in which services under this Agreement are performed. CentralSquare shall also ensure that all employees continue to meet the standards required for CJIS clearance and shall promptly notify Customer of any changes in an employee's CJIS clearance status.

7. Confidentiality.

7.1. Nondisclosure. The Parties agree, unless otherwise provided in this Agreement or required by law, not to use or make each other's Confidential Information available to any third party for any purpose other than as necessary to perform under this Agreement. **"Confidential Information"** means the Solution(s), Software, and customizations in any embodiment, and either Party's technical and business information relating to inventions or software, research and development, future product specifications, engineering processes, costs, profit or margin information, marketing and future business plans as well as any and all internal Customer and employee information, and any information exchanged by the Parties that is clearly marked with a confidential, private or proprietary legend or which, by its nature, is commonly understood to be confidential.

7.2. Exceptions. A Party's Confidential Information shall not include information that: (a) is or becomes publicly available through no act or omission of the recipient; (b) was in the recipient's lawful possession prior to the disclosure and was not obtained by the recipient either directly or indirectly from the disclosing Party; (c) is lawfully disclosed to the recipient

by a third party without restriction on recipient's disclosure, and where recipient was not aware that the information was the confidential information of discloser; (d) is independently developed by the recipient without violation of this Agreement; or (e) is required to be disclosed by law.

8. Security.

8.1. CentralSquare will implement commercially reasonable administrative, technical and physical safeguards designed to ensure the security and confidentiality of Customer Data, protect against any anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access or use of Customer Data. CentralSquare will review and test such safeguards on no less than an annual basis.

8.2. Customer shall maintain, in connection with the operation or use of the Solutions, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication, non-repudiation, virus detection and eradication.

8.3. To the extent that Authorized Users are permitted to have access to the Solutions, Customer shall maintain agreements with such Authorized Users that adequately protect the confidentiality and Intellectual Property Rights of CentralSquare in the Solutions and Documentation and disclaim any liability or responsibility of CentralSquare with respect to such Authorized Users.

9. Personal Data. If CentralSquare processes or otherwise has access to any personal data or Personal Information on Customer's behalf when performing CentralSquare's obligations under this Agreement, then:

9.1. Customer shall be the data controller (where "**data controller**" means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and CentralSquare shall be a data processor (where "**data processor**" means an entity which processes the data only on behalf of the data controller and not for any purposes of its own);

9.2. Customer shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or Personal Information to CentralSquare so that CentralSquare may lawfully use, process and transfer the personal data and Personal Information in accordance with this Agreement on Customer's behalf, which may include CentralSquare processing and transferring the relevant personal data or Personal Information outside the country where Customer and the Authorized Users are located in order for CentralSquare to provide the Solutions and perform its other obligations under this Agreement; and

9.3. CentralSquare shall process personal data and information only in accordance with lawful and reasonable written instructions given by Customer and as set out in and in accordance with the terms of this Agreement; and

9.4. CentralSquare shall take reasonable steps to ensure that its employees, agents and contractors who may have access to Personal Information are persons who need to know / access the relevant Personal Information for valid business reasons; and

9.5. each Party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and Personal Information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and Personal Information and the nature of the personal data and Personal Information being protected. If necessary, the Parties will cooperate to document these measures taken.

10. Representations and Warranties.

10.1. Intellectual Property Warranty. CentralSquare represents and warrants that (a) it is the sole and exclusive owner of (or has the right to license) the software; (b) it has full and sufficient right, title and authority to grant the rights and/or licenses granted under this Agreement; (c) the software does not contain any materials developed by a third party used by CentralSquare except pursuant to a license agreement; and (d) the software does not infringe any patent, or copyright.

10.2. Intellectual Property Remedy. In the event that any third party asserts a claim of infringement against the Customer relating to the software contained in this Agreement, CentralSquare shall indemnify and defend the Customer pursuant to section 13.1 of this Agreement. In the case of any such claim of infringement, CentralSquare shall either, at its option, (1) procure for Customer the right to continue using the software; or (2) replace or modify the software so that that it becomes non-infringing, but equivalent in functionality and performance.

10.3. Software Warranty. CentralSquare warrants to Customer that: (i) for a period of one year from the Effective Date (the "Warranty Period") the Software will substantially conform in all material respects to the specifications set forth in the Documentation, when installed, operated and used as recommended in the Documentation and in accordance with this Agreement; and (ii) at the time of delivery the Software does not contain any virus or other malicious code.

10.4. Software Remedy. If, during the Warranty Period a warranty defect is confirmed in the CentralSquare Software, CentralSquare shall, at its option, reinstall the Software or correct the Defects. Defects that occur in the Software after the Warranty Period will be corrected pursuant to Exhibit 2 (Maintenance & Support) and Exhibit 8 (Managed Services Provisions), if applicable.

10.5. Services Warranty**.** CentralSquare warrants that the Professional Services delivered will substantially conform to the deliverables specified in the applicable statement of work and that all Professional Services will be performed in a

professional and workmanlike manner consistent with industry standards for similar work. If Professional Services do not substantially conform to the deliverables, Customer shall notify CentralSquare of such non-conformance in writing, within 10 days from completion of Professional Service, and CentralSquare shall promptly repair the non-conforming deliverables.

10.6. **Disclaimer of Warranty. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH ABOVE, CENTRALSQUARE MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE INTELLECTUAL PROPERTY, SOFTWARE, PROFESSIONAL SERVICES, AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT CENTRALSQUARE DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, AND SPECIFICALLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE. FURTHER, CENTRALSQUARE EXPRESSLY DOES NOT WARRANT THAT A SOLUTION, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE SOLUTION OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN CENTRALSQUARE PERSONNEL, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE EXCEPT TO THE EXTENT EXPRESSLY SET FORTH IN THE DOCUMENTATION. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS-IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY. THIS AGREEMENT DOES NOT AMEND, OR MODIFY CENTRALSQUARE'S WARRANTY UNDER ANY AGREEMENT OR ANY CONDITIONS, LIMITATIONS, OR RESTRICTIONS THEREOF.**

11. Notices. All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when delivered personally, sent by United States registered or certified mail, return receipt requested; transmitted by facsimile or email confirmed by first class mail, or sent by overnight courier. Notices must be sent to a Party at its address shown below, or to such other place as the Party may subsequently designate for its receipt of notices in writing by the other Party.

If to CentralSquare **CentralSquare Technologies, LLC**
1000 Business Center Dr.
Lake Mary, FL 32746
Phone: 407-304-3235
Attention: Legal/Contracts

If to Customer: **Williamson County Sheriff's Office**
301 SE Inner Loop Road, Suite 105
Georgetown, TX 78626
Phone: 512-864-8234
Email: michael.moody@wilco.org
Attention: Michael Moody

12. Force Majeure.
Neither Party shall be responsible for failure to fulfill its obligations hereunder, or be liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, pandemic or epidemic, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of equipment, software, or services from suppliers, default of a subcontractor or vendor to the Party if such default arises out of causes beyond the reasonable control of such subcontractor or vendor, the acts or omissions of the other Party, or its officers, directors, employees, agents, contractors, or elected officials, and/or other occurrences beyond the Party's reasonable control ("Excusable Delay" hereunder). In the event of such Excusable Delay, performance shall be extended on a day for day basis or as otherwise reasonably necessary to compensate for such delay.

13. Indemnification.

13.1. CentralSquare Indemnification. CentralSquare shall indemnify, defend, and hold harmless Customer from any and all Claims or liability, including attorneys' fees and costs, brought by a third party, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising solely from a wrongful or negligent act, error or omission of CentralSquare, its employees, agents, contractors, or any subcontractor as a result of CentralSquare's or any subcontractor's performance pursuant to this Agreement; however, CentralSquare shall not be required to indemnify Customer for any claims caused to the extent of the negligence or wrongful act of Customer, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a Claim or liability results from or is contributed to by the actions or omissions of Customer, or its employees, agents or contractors, CentralSquare's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

13.2. Customer Indemnification. To the extent allowable by law, Customer shall indemnify, defend, and hold harmless CentralSquare from any and all Claims or liability, including attorneys' fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising solely from a wrongful or negligent act, error or omission of Customer, its employees, agents, contractors, or any subcontractor as a result of Customer's or any subcontractor's performance pursuant to this Agreement; however, Customer shall not be required to indemnify CentralSquare for any Claims or actions caused to the extent of the negligence or wrongful act of CentralSquare, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a Claim or liability results from or is contributed to by the actions or omissions of CentralSquare, or its employees, agents or contractors, Customer's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

13.3. "**Claim**" in this Section 13 means any claim, cause of action, demand, lawsuit, dispute, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity, or otherwise.

14. Termination.

14.1. Either Party may terminate this Agreement for a material breach in accordance with this subsection. In such event, the disputing Party shall deliver written notice of its intent to terminate along with a description in reasonable detail of the problems for which the disputing Party is invoking its right to terminate and the specific requirement within this Agreement or any exhibit or schedule hereto that the disputing Party is relying upon. Following such notice, the Parties shall commence dispute resolution procedures in accordance with the dispute resolution procedure pursuant to Section 17.

14.2. CentralSquare shall have the right to terminate this Agreement based on Customer's failure to pay undisputed amounts due under this Agreement more than ninety (90) days after delivery of written notice of non-payment.

14.3. Customer shall have the right to terminate if the proper appropriation of funds for the continuation of this Agreement is not available for any fiscal year after the first fiscal year during the Term, then this Agreement may be terminated. To effect the termination of this Agreement, Customer shall, within forty-five (45) days following the beginning of the fiscal year for which the proper appropriation is not available, provide CentralSquare with written notice of the failure to obtain the proper appropriation of funds. Such notice shall be accompanied by the payment of all sums then owed CentralSquare under this Agreement, if any.

14.4. For any on-premise, non-cloud-hosted, subscription asset, the Customer may terminate for convenience, in whole or in part, at any time by providing thirty (30) days written notice. Should Customer terminate for convenience during any twelve (12) month term, CentralSquare shall provide a pro-rated refund for any on-premise subscription asset.

15. Effect of Termination or Expiration. On the expiration or earlier termination of this Agreement:

15.1. All rights, licenses, and authorizations granted to Customer hereunder will immediately terminate and Customer shall immediately cease all use of CentralSquare's Confidential Information and the Solutions, and within thirty (30) days deliver to CentralSquare, or at CentralSquare's request destroy and erase CentralSquare's Confidential Information from all systems Customer directly or indirectly controls; and

15.2. All licenses, access or subscription fees, services rendered but unpaid, and any amounts due by Customer to CentralSquare of any kind shall become immediately payable and due no later than thirty (30) days after the effective date of the termination or expiration, including anything that accrues within those thirty (30) days.

15.3. The provisions set forth in the following sections, and any other right or obligation of the Parties in this Agreement that, by its nature (including but not limited to: Use Restrictions, Confidential Information, Warranty Disclaimers, Indemnifications, & Limitations of Liability), will survive any expiration or termination of this Agreement.

15.4. In the event that Customer terminates this Agreement or cancels any portions of a project (as may be set forth in a Statement of Work) prior to Go Live (which shall be defined as "first use of a Solution or module of a Solution in a production environment, unless otherwise agreed by the Parties in a statement of work"), Customer shall pay for all Professional Services actually performed by CentralSquare on a time and materials basis, regardless of the payment terms in Exhibit 1.

15.5. Return of Customer Data. If Customer requests in writing at least ten (10) days prior to the effective date of expiration or earlier termination of this Agreement, CentralSquare shall within sixty (60) days following such expiration or termination, deliver to Customer in CentralSquare's standard format the then most recent version of Customer Data maintained by CentralSquare, provided that Customer has at that time paid all Fees then outstanding and any amounts payable after or as a result of such expiration or termination.

15.6. Deconversion. In the event of (i) expiration or earlier termination of this Agreement, or (ii) Customer no longer purchasing certain Solutions (including those indicated to be Third-Party Materials), if Customer requests assistance in the transfer of Customer Data to a different vendor's applications ("Deconversion"), CentralSquare will provide reasonable assistance. CentralSquare and Customer will negotiate in good faith to establish the relative roles and responsibilities of CentralSquare and Customer in effecting Deconversion, as well as the appropriate date for completion. CentralSquare shall be entitled to receive compensation for any additional consultation, services, software, and documentation required for Deconversion on a time and materials basis at CentralSquare's then standard rates.

15.7. Termination of this Agreement shall not relieve either Party of any other obligation incurred one to the other prior to termination.

16. **Assignment**. Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld; provided however, that in the event of a merger or acquisition of all or substantially all of CentralSquare's assets, CentralSquare may assign this Agreement to an entity ready, willing and able to perform CentralSquare's executory obligations hereunder.
17. **Dispute Resolution.** Any dispute, controversy or claim arising out of or relating to this Agreement (each, a "Dispute"), including the breach, termination, or validity thereof, shall be resolved as follows:
    17.1. Good Faith Negotiations. The Parties agree to send written notice to the other Party of any Dispute ("Dispute Notice"). After the other Party receives the Dispute Notice, the Parties agree to undertake good faith negotiations to resolve the Dispute. Each Party shall be responsible for its associated travel and other related costs.

    17.2. Escalation to Mediation. If the Parties cannot resolve any Dispute through good faith negotiations, the dispute will be escalated to non-binding mediation, with the Parties acting in good faith to select a mediator and establishing the mediation process. The Parties agree the mediator's fees and expenses, and the mediator's costs incidental to the mediation, will be shared equally between the Parties. The Parties shall bear their own fees, expenses, and costs.

    17.3. Confidential Mediation. The Parties further agree all written or oral offers, promises, conduct, and statements made in the course of the mediation are confidential, privileged, and inadmissible for any purpose in any litigation, arbitration or other proceeding involving the Parties. However, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

    17.4. Litigation. If the Parties cannot resolve a Dispute through mediation, then once an impasse is declared by the mediator either Party may pursue litigation in a court of competent jurisdiction.
18. **Waiver/Severability**. The failure of any Party to enforce any of the provisions hereof will not be construed to be a waiver of the right of such Party thereafter to enforce such provisions. If any provision of this Agreement is found to be unenforceable, that provision will be enforced to the maximum extent possible, and the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.
19. **LIABILITY. NOTWITHSTANDING ANY PROVISION WITHIN THIS AGREEMENT TO THE CONTRARY, AND REGARDLESS OF THE NUMBER OF LOSSES, WHETHER IN CONTRACT, EQUITY, STATUTE, TORT, NEGLIGENCE, OR OTHERWISE:**

    19.1. **NEITHER PARTY SHALL HAVE LIABILITY TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO, REPLACEMENT COSTS, AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR LOSSES OF PROFIT, REVENUE, INCOME, BUSINESS, ANTICIPATED SAVINGS, DATA, AND REPUTATION, AND MORE GENERALLY, ANY LOSSES OF AN ECONOMIC OR FINANCIAL NATURE, REGARDLESS OF WHETHER SUCH LOSSES MAY BE DEEMED AS CONSEQUENTIAL OR ARISING DIRECTLY AND NATURALLY FROM THE INCIDENT GIVING RISE TO THE CLAIM, AND REGARDLESS OF WHETHER SUCH LOSSES ARE FORESEEABLE OR WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES; AND**

    19.2. **CENTRALSQUARE'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT(S) ACTUALLY PAID BY CUSTOMER TO CENTRALSQUARE HEREUNDER FOR THE LAST TWELVE (12) MONTHS PRIOR TO THE DATE THE CLAIM AROSE.**
20. **Insurance.** During the term of this Agreement, CentralSquare shall maintain insurance coverage covering its operations in accordance with Exhibit 4 (Certificate of Insurance (Evidence of Coverage)). Upon request by Customer, CentralSquare shall include Customer as an additional insured on applicable insurance policies provided under this Agreement. CentralSquare shall provide proof of current coverage during the term of this Agreement.
21. **Third-Party Materials.** CentralSquare may, from time to time, include third parties to perform services, provide software, or provide equipment. Customer acknowledges and agrees CentralSquare provides front-line support services for these Third-Party Materials, but these third parties assume all responsibility and liability in connection with the Third-Party Materials. CentralSquare is not authorized to make any representations or warranties that are binding upon the third-party or to engage in any other acts that are binding upon the third-party, except specifically that CentralSquare is authorized to represent third-party fees and to accept payment of such amounts from Customer on behalf of the third-party for as long as such third-party authorizes CentralSquare to do so. As a condition precedent to installing or accessing certain Third-Party Materials, Customer may be required to execute a click-through, shrink-wrap End User License Agreement ("EULA") or similar agreement provided by the Third-Party Materials provider. If mapping information is supplied with the CentralSquare Software, CentralSquare makes no representation or warranty as to the completeness or accuracy of the mapping data provided with the CentralSquare Software. The completeness or accuracy of such data is solely dependent on the information supplied by the Customer or the mapping database vendor to CentralSquare. All third-party materials are provided "as-is" and any representation or warranty concerning them is strictly between Customer and the third-party.
22. **Subcontractors**. CentralSquare may from time to time, in its discretion, engage third parties to perform services on its behalf including but not limited to Professional Services, Support Services, and/or provide software (each, a "Subcontractor"). CentralSquare shall be fully responsible for the acts of all subcontractors to the same extent it is responsible for the acts of its own employees.
23. **Entire Agreement**. This Agreement, and any Exhibits specifically incorporated therein by reference, constitute the entire agreement between the Parties with respect to the subject matter. These documents supersede and merge all previous and

contemporaneous proposals of sale, communications, representations, understandings and agreements, whether oral or written, between the Parties with respect to the subject hereof.

24. **Amendment**. Either Party may, at any time during the term, request in writing changes to this agreement. The Parties shall evaluate and, if agreed, implement all such requested changes. No requested changes will be effective unless and until memorialized in either a CentralSquare issued add-on quote signed by Customer, or a written change order or amendment to this Agreement signed by both Parties.

25. **No Third-Party Beneficiaries**. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.

26. **Counterparts**. This Agreement, and any amendments hereto, may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. The Agreement (and any amendments) shall be considered properly executed by a Party if executed by that Party and transmitted by facsimile or other electronic means, such as DocuSign, Tagged Image Format Files (TIFF), or Portable Document Format (PDF).

27. **Material Adverse Change**. If any law, regulation, applicable standard, process, OEM requirement is changed or comes into force after the Effective Date, including but not limited to PCI standards or Americans with Disabilities Act compliance (collectively, a "Material Adverse Change"), which is not explicitly addressed within this Agreement and results in *significant extra* costs for either Party in relation to the performance of this Agreement, both Parties shall promptly meet, discuss in good faith, and agree upon reducing the technical, operational, and/or commercial impact of such Material Adverse Change.

28. **Cooperative Purchases.** This Agreement may be used by Customer Affiliates. CentralSquare agrees to offer similar services to other Affiliates under the same terms and conditions as stated herein except that the Fees may be negotiated between CentralSquare and other Affiliates based on the specific revenue expectations, agency reimbursed costs, and other Affiliate requirements. The Customer will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchases by such Affiliates. CentralSquare and the Affiliate will enter into any such arrangement with an amendment to this Agreement.

29. **Order of Precedence**.

29.1. In the event of any conflict or inconsistency between this Agreement, the Exhibits, or any purchase order, then the following priority shall prevail:

29.1.1. The main body of this Agreement and any associated amendments, statements of work (including Exhibit 5 (Statement of Work)), or change orders and then the attached Exhibits to this Agreement in the order in which they appear.

29.2. Customer's purchase terms and conditions or CentralSquare's sales terms and conditions are not applicable and shall have no force or effect, whether referenced in any document in relation to this Agreement.

29.3. Incorporated Exhibits to this Agreement:

Exhibit 1: Solution(s) and Services Fee Schedule

Exhibit 2: Maintenance & Support

Exhibit 3: CentralSquare Access Management Policy

Exhibit 4: Certificate of Insurance (Evidence of Coverage)

Exhibit 5: Statement of Work

Exhibit 6: Using/Accessing Agency Guidelines (if applicable)

Exhibit 7: Service Level Commitments (if applicable)

Exhibit 8: Managed Services Provisions (if applicable)

Exhibit 9: Third-Party Terms and Conditions (if applicable)

Exhibit 10: Community Data Platform Agreement (if applicable)

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EXHIBIT 1
Solution(s) and Services Fee Schedule

Quote #: Q-165119

SOFTWARE INCLUDED

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
1.	CAD-to-CAD Unify (Cloud) Annual Subscription Fee	1	49,000.00	49,000.00
			Software Total	49,000.00 USD

SERVICES INCLUDED

	DESCRIPTION	TOTAL
1.	Public Safety Consulting Services - Fixed Fee	9,555.00
2.	Public Safety Development Services - Fixed Fee	1,365.00
3.	Public Safety Project Management Services - Fixed Fee	8,190.00
4.	Public Safety Technical Services - Fixed Fee	10,140.00
5.	Public Safety Training Services - Fixed Fee	3,900.00
	Services Total	33,150.00 USD

QUOTE SUMMARY

Software Subtotal	49,000.00 USD
Services Subtotal	33,150.00 USD
Quote Subtotal	82,150.00 USD

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Quote Total	**82,150.00 USD**

RECURRING FEES

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	49,000.00

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance. Renewal invoices will include this total plus any applicable uplift amount as outlined in the relevant purchase agreement.

Payment Terms:

Subscriptions:

- If applicable, Annual Subscription Fees are due on the Delivery Date, and annually thereafter on the anniversary of the Delivery Date.
- Annual Subscription Fees shall increase by 5% each year

Services:

Payment Schedule:

	Implementation Services
30%	Due upon Software Delivery
20%	Due at Project Kickoff
15%	Due at completion of 1st End User Training Session
30%	Due at Go Live
5%	Due at completion of Reliability Period

- If applicable, non-fixed fee professional services shall be due as incurred on a time and materials basis. Non-fixed fee professional services are not included in the percentages outlined in the above Payment Schedule.
- If applicable, non-fixed fee travel expenses shall be due as incurred, invoiced monthly for the travel expenses of the preceding month. Non-fixed fee travel expenses are not included in the percentages outlined in the above Payment Schedule.
- If applicable, Fixed Fee travel expenses are included in the percentages outlined in the above Payment Schedule.

Hardware:

- If applicable, Non-subscription Hardware Fees are due on the Effective Date.

Licenses:

- If applicable, License Fees are due on the Delivery Date.

Support & Maintenance

- If applicable, Support & Maintenance Fees are due annually, starting prior to the first anniversary of the Delivery Date and annually thereafter.
- Annual Software Maintenance Fees shall increase by 5% each year.
- If applicable, legacy support and maintenance shall be due until the Delivery Date of the applicable replacement software. Any unused pre-paid support and maintenance shall be credited as a pro-rated amount towards the next applicable subscription software invoice due under this Agreement, or future invoice.

Third Party:

- If applicable, Third-Party Software Fees are due on the Effective Date. Third-Party software subscriptions and/or support fees shall be due annually thereafter on the anniversary of the Effective Date. Third-Party Software fees are subject to increase each year.
- If applicable, Third-Party Services shall be due 50% at Effective Date, 25% at completion of 1st End User Training Session, and 25% at Go Live.

Invoice Terms:

CentralSquare shall provide an invoice for the items in the schedule above no less than thirty (30) days prior to the due date.

ANCILLARY FEES

a. Customer is responsible for paying all taxes relating to this Agreement. Applicable tax amounts (if any) are not included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide CentralSquare valid proof of exemption; otherwise, CentralSquare will invoice Customer and Customer will pay to CentralSquare all such tax amounts.
b. To the extent allowable by law, if Customer fails to make any payment when due, then CentralSquare may charge interest on the past due amount in accordance with the Texas Prompt Payment Act; and if such failure continues for 90 days following written notice thereof, CentralSquare may suspend performance or access until past due amounts have been paid.
c. Customer is responsible for paying all taxes relating to this Agreement. Applicable tax amounts (if any) are not included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide

CentralSquare valid proof of exemption; otherwise, CentralSquare will invoice Customer and Customer will pay to CentralSquare all such tax amounts.

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EXHIBIT 2
Maintenance & Support

This Maintenance & Support Exhibit describes support and maintenance relating to technical support that CentralSquare will provide to Customer during the Term of the Agreement.

1. Product Updates and Releases

1.1. Software Version. "Software Version" means the base or core version of the Software that contains significant new features and significant fixes and is available to the Customer. Software Versions may occur as the Software architecture changes or as new technologies are developed. The nomenclature used for updates and upgrades consists of major, minor, build, and fix and these correspond to the following digit locations of a release, a,b,c,d. An example of which would be 7.4.1.3, where the 7 refers to the major release, the 4 refers to the minor release, the 1 refers to the build, and the 3 refers to a fix. All Software Versions are provided and included as part of this Agreement.

1.2. Updates. From time to time CentralSquare may develop permanent fixes or solutions to known problems or bugs in the Software and incorporate them in a formal "Update" to the Software. If Customer is receiving technical support from CentralSquare on the general release date for an Update, CentralSquare will provide the Customer with the Update and related Documentation at no extra charge. Updates for custom configurations will be agreed upon by the Parties and outlined in a Statement of Work or Change Order.

1.3. Releases. Customer shall agree to install and/or use any New or Major Release within one year of being made available by CentralSquare to avoid or mitigate a performance problem, ineligibility for Support and Maintenance Services or infringement claim. All modifications, revisions and updates to the Software shall be furnished by means of new Releases of the Software and shall be accompanied by updates to the Documentation whenever CentralSquare determines, in its sole discretion, that such updates are necessary.

2. Support

2.1. CentralSquare shall provide to Customer support via toll-free phone number *833-278-7877* or via the CentralSquare Support Portal. CentralSquare shall provide to Customer, commercially reasonable efforts in solving errors reported by the Customer as well as making available an online support portal. Customer shall provide to CentralSquare reasonably detailed documentation and explanation, together with underlying data, to substantiate errors and to assist CentralSquare in its efforts to diagnose, reproduce and correct the error. Should either Party not be able to locate the error root cause and Customer and CentralSquare agree that on-site services are necessary to diagnose or resolve the problem CentralSquare shall provide a travel estimate and estimated hours in order to diagnose the reported error.

2.2. If after traveling onsite to diagnose a reported error and such reported error did not, in fact, exist or was not attributable to a defect in the Software provided by CentralSquare or an act or omission of CentralSquare, then Customer shall pay for CentralSquare's investigation, travel, and related services in accordance with provided estimate. Customer must provide CentralSquare with such facilities, equipment and support as are reasonably necessary for CentralSquare to perform its obligations under this Exhibit, including remote access in accordance with the Remote Access Policy.

3. Online Support Portal

Online support is available via https://support.centralsquare.com/s/contact-us, offering Customer the ability to resolve its own problems with access to CentralSquare's most current information. Customer will need to enter its designated username and password to gain access to the technical support areas on CentralSquare's website. CentralSquare's technical support areas allow Customer to: (i) search an up-to-date knowledge base of technical support information, technical tips, and featured functions; and (ii) access answers to frequently asked questions (FAQ).

4. Exclusions from Technical Support Services

CentralSquare shall have no support obligations to provide Support or Maintenance for Solutions that are not kept current to one version prior to the then current version of the Solution. CentralSquare shall have no support obligations with respect to any third-party hardware or software product not licensed or sold to Customer by CentralSquare ("Nonqualified Product"). Customer shall be solely responsible for the compatibility and functioning of Nonqualified Products with the Software.

5. Customer Responsibilities

In connection with CentralSquare's provision of technical support as described herein, Customer acknowledges that Customer has the responsibility to do each of the following:

5.1 Provide hardware, operating system and browser software that meets technical specifications, as well as a fast, stable, high-speed connection and remote connectivity for accessing the Solution.

5.2 Maintain any applicable computer system and associated peripheral equipment in good working order in accordance with the manufacturers' specifications, and ensure that any problems reported to CentralSquare are not due to hardware malfunction;

5.3 For CentralSquare Solutions that are implemented on Customer Systems, maintain the designated operating system at the latest code revision level reasonably deemed necessary by CentralSquare for proper operation of the Software;

5.4 Supply CentralSquare with access to and use of all information and facilities reasonably determined to be necessary by CentralSquare to render the technical support described herein;

5.5 Perform any test or procedures reasonably recommended by CentralSquare for the purpose of identifying and/or resolving any problems;

5.6 At all times follow routine operator procedures as specified in the Documentation or any error correction guidelines of CentralSquare posted on the CentralSquare website;

5.7 Customer shall remain solely responsible at all times for the safeguarding of Customer's proprietary, confidential, and classified information contained within Customer Systems; and

5.8 Reasonably ensure that the Customer Systems are isolated and free from viruses and malicious code that could cause harm before requesting or receiving remote support assistance.

6. Priorities and Support Response Matrix

The following priority matrix relates to software errors covered by this Agreement. Causes secondary to non-covered causes - such as hardware, network, and third-party products - are not included in this priority matrix and are outside the scope of this Exhibit. CentralSquare will make commercially reasonable efforts to respond to Software incidents for live remote based production systems using the following guidelines:

Priority	Issue Definition	Response Time
Priority 1 – Urgent	The software is completely down and will not launch or function.	Priority 1 issues must be called in via 833-278-7877 and will be immediately answered and managed by the first available representative.
Priority 2 – Critical	A high-impact problem that disrupts the customer's operation but there is capacity to remain productive and maintain necessary operations.	Priority 2 issues must be called in via 833-278-7877 and will be immediately answered and managed by the first available representative.
Priority 3 – Non-Critical	A Software Error related to a user function which does not negatively impact the User from the use of the system. This includes system administrator functions or restriction of user workflow but does not significantly impact their job function.	Priority 3 issues called in via 833-278-7877 will be immediately answered and managed by the first available representative. Non-Critical Priority 3 issues may also be reported via Https://support.centralsquare.com/s/contact-us
Priority 4 – Minor	Cosmetic or documentation errors, including Customer technical questions or usability questions.	Priority 4 issues called in via 833-278-7877 will be immediately answered and managed by the first available representative. Minor Priority 4 issues may also be reported via Https://support.centralsquare.com/s/contact-us

7. Exceptions. CentralSquare shall not be responsible for failure to carry out its Support and Maintenance obligations under this Exhibit if the failure is caused by adverse impact due to:

7.1. defectiveness of the Customer's Systems (including but not limited to environment, hardware or ancillary systems), or due to Customer corrupt, incomplete, or inaccurate data reported to the Solution, or documented defect.

7.2. denial of reasonable access to Customer's System or premises preventing CentralSquare from addressing the issue.

7.3. material changes made to the usage of the Solution by Customer where CentralSquare has not agreed to such changes in advance and in writing or the modification or alteration, in any way, by Customer or its subcontractors, of communications links necessary to the proper performance of the Solution.

7.4. a Force Majeure event (as outlined in Section 12), or the negligence, intentional acts, or omissions of Customer or its agents.

8. Incident Resolution. Actual response times and resolutions may vary due to issue complexity and priority. For critical impact level and above, CentralSquare provides a continuous resolution effort until the issue is resolved. CentralSquare will make commercially reasonable efforts to resolve Software incidents for live remote based production systems using the following guidelines:

Priority	Resolution Process	Resolution Time
Priority 1 – Urgent	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Customer to resume live operations on the production System.	CentralSquare will work continuously to provide the Customer with a solution that allows the Customer to resume live operations on the production system. CentralSquare will either resolve the issue or provide a resolution plan as soon as possible and not later than twenty-four (24) hours after notification.
Priority 2 – **Critical**	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Customer to resume normal operations on the production System.	CentralSquare will work continuously to provide the Customer with a solution that allows the Customer to resume normal operations on the production System. CentralSquare will either resolve the issue or provide a resolution plan as soon as possible and not later than thirty-six (36) hours after notification.
Priority 3 – Non – Critical	CentralSquare will provide a procedural or configuration workaround that allows the Customer to resolve the problem.	CentralSquare will work to provide the Customer with a resolution which may include a workaround or code correction within a timeframe that takes into consideration the impact of the issue on the Customer and CentralSquare's User base. Priority 3 issues have priority scheduling in a subsequent release.
Priority 4 – Minor	If CentralSquare determines that a reported Minor Priority error requires a code correction, such issues will be addressed in a subsequent release when applicable.	CentralSquare will work to provide the Customer with a resolution which may include a workaround or code correction in a future release of the software. Priority 4 issues have no defined resolution time.

9. **Non-Production Environments.** CentralSquare will make commercially reasonable efforts to provide fixes to non-production environment(s). Non-production environments are not included under the response or resolution tables provided in this Exhibit.

   9.1. Maintenance. All non-production environment resolution processes will follow the structure and schedules outlined above for production environments.

   9.2. Incidents and service requests. Non-production environment incidents are considered priority 3 or 4, dictated by circumstances and will be prioritized and scheduled subordinate to production environment service requests.

10. **Training.** Outside the scope of training services purchased, if any, Customer is responsible for the training and organization of its staff in the operation of the Software.

11. **Development Work.** Software support and maintenance does not include development work either (i) on software not licensed from CentralSquare or (ii) development work for enhancements or features that are outside the documented functionality of the Software, except such work as may be specifically purchased and outlined in the Agreement. CentralSquare retains all intellectual property rights in development work performed and Customer may request consulting and development work from CentralSquare as a separate billable service.

12. **Technology Life Expectancy**. Customer understands, acknowledges and agrees that the technology upon which the Hardware, Solution and Third-Party Software is based changes rapidly. Customer further acknowledges that CentralSquare will continue to improve the functionality and features of the Solution to improve legal compliance, accuracy, functionality and usability. As a result, CentralSquare does not represent or warrant that the Hardware, Solution and/or Third-Party Software provided to Customer under this Agreement or that the Customer Systems recommended by CentralSquare will function for an indefinite period of time. Rather, CentralSquare and Customer may, from time to time, analyze the functionality of the Hardware, Solution, Third-Party Software and Customer Systems in response to changes to determine whether Customer must upgrade the same. Customer upgrades may include without limitation, the installation of a new Release, additional disk storage and memory, and workstation and/or server upgrades. Customer upgrades may also include the installation and/or removal of Third-Party Software. Customer is solely responsible for all costs associated with future resources and upgrades.

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EXHIBIT 3
CentralSquare Access Management Policy

In order to provide secure, federally compliant connections to agency systems CentralSquare Technologies ("CentralSquare") requires BeyondTrust or SecureLink as the only approved methodology of connection. BeyondTrust and Securelink provide the necessary remote access in order to service and maintain CentralSquare products while adhering to the Federal Bureau of Investigations Criminal Justice Information Services requirements. Both solutions utilize two-factor authentication Federal Information Processing Standard Publication ("FIPS") 140-2 validated cryptographic modules and AES encryption in 256-bit strengths.

BeyondTrust and Securelink are addressed in turn via this Access Management Policy; Customers may choose which remote privileged access management solution will be utilized by CentralSquare.

BeyondTrust

The BeyondTrust remote support solution may be utilized via escorted session or a jump Customer. As for an escorted session, when an agency needs assistance from CentralSquare, the agency employee requesting assistance will receive verbal or email communication with a session key necessary to enable remote access. If a verbal key is provided, the user enters the session key after visiting https://securesupport.centralsquare.com.

Jump Customers are a Windows service that can be stopped/started to facilitate a support session. Connections made via jump Customer can be active or passive. An active jump Customer is always available. A passive connection is enabled for a specific purpose and then disabled when not used. Regardless of the option selected, CentralSquare's support team will arrange a BeyondTrust session to establish the jump Customer.

The jump Customer resides on the agency side on the installed device, where an agency administrator can manage. Instructions on how to enable/disable jump Customers can be provided upon request. A sample workflow of a passive jump Customer is provided below:

> *Should an agency require support from CentralSquare, a call would be placed and/or a support ticket opened in the portal on the CentralSquare customer support website. Before accessing the agency's system and/or environment, the CentralSquare representative would send a notice of connection from the CentralSquare support portal instance. This notice can be sent to the individual at the agency that the CentralSquare representative is working with or other designated contacts as necessary. Upon receipt of the notice of connection, the agency personnel would enable the BeyondTrust jump Customer. The CentralSquare representative would then be admitted to the agency's system and/or environment to perform the necessary task. Upon completion of the task, the CentralSquare representative sends a notice of disconnection from the CentralSquare support portal instance. Upon receipt of the notice of disconnection, the agency personnel would then disable the BeyondTrust jump Customer.*

Securelink

Similar to BeyondTrust's escorted session, Securelink may be utilized via "quick connect". To enable a quick connect session when an agency needs assistance from CentralSquare, the Agency employee requesting assistance will enter a key code in order to connect for screen sharing on a device.

Similar to the jump Customer methodology, SecureLink may also be utilized via "gatekeeper". The sample workflow description for a jump Customer provided above is substantially similar to the workflow for gatekeeper.

Summation

BeyondTrust and Securelink allow customers the ability to monitor connectivity to the customer's network and maintain CJIS compliance while enabling CentralSquare to perform the necessary support functions.

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EXHIBIT 4

Certificate of Insurance (Evidence of Coverage)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/06/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, LLC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326 CN130114897-EO/C-GAWU-24-25	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED CentralSquare Technologies, LLC 1000 Business Center Drive Lake Mary, FL 32746	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** INSURER A : The Charter Oak Fire Insurance Co. — 25615 INSURER B : Phoenix Insurance Company — 25623 INSURER C : Travelers Property Casualty Company Of America — 25674 INSURER D : Travelers Casualty And Surety Company — 19038 INSURER E : AIG Specialty Insurance Company — 26883 INSURER F :

COVERAGES **CERTIFICATE NUMBER:** ATL-005801055-00 **REVISION NUMBER:** 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			H-660-65758660-COF-24	08/31/2024	08/31/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 1,000,000 10,000 1,000,000 2,000,000 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			BA-65783539-24-I3-G	08/31/2024	08/31/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
C	X UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED X RETENTION $ 10,000			CUP-65801390-24-I3	08/31/2024	08/31/2025	EACH OCCURRENCE AGGREGATE	$ $	10,000,000 10,000,000
D	WORKER$ COMPEN$ATION AND EMPLOYER$' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB-65783668-24-I3-G	08/31/2024	08/31/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000
E	E&O/Cyber			01-492-21-01	08/31/2024	08/31/2025	Limit SIR		5,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance

CERTIFICATE HOLDER	CANCELLATION
CentralSquare Technologies, LLC 1000 Business Center Drive Lake Mary, FL 32746	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA LLC John Whittle

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EXHIBIT 5
Statement of Work

[attached]

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CENTRALSQUARE

STATEMENT OF WORK
UNIFY (CLOUD)

Williamson County Sheriff's Office, TX

Version 1.0

1000 Business Center Drive, Lake Mary, FL 32746
407.304.3235 l Fax: 407.304.3301 l www.centralsquare.com

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Document Control

Date	Version	Details/Changes	Author
08.28.24	1.0	Initial draft	A Velazquez

SR-107933

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1. CENTRALSQUARE UNIFY

1.1. Statement of Work

This Statement of Work (SOW) defines the services and deliverables that CentralSquare will be providing in accordance with the terms and conditions of the Agreement (the "Agreement") between CentralSquare Technologies, LLC (CentralSquare) and the Williamson County Sheriff, TX. ("Customer").

This project description includes the services and deliverables specified by the Agreement, including if applicable, CentralSquare and services, Subcontractor activities, third-party products, and services for the implementation of the System specified in the Agreement (collectively the "Project").

Where dependencies exist between the Customer and other participating agency members of the CentralSquare Unify implementation, the Customer will facilitate involvement of its members to achieve the deliverables of this SOW.

Statement(s) of Work for applicable CentralSquare Subcontractor(s) are presented in Appendix E – Subcontractor Statement(s) of Work.

The framework of Deliverables documented by this SOW for this Project is further defined through additional documents such as: Operational Scenario Documents (OSD) and the CAD-to-CAD Hub Administrator's Guide.

The number and type of software licenses, products, or services provided by CentralSquare, or its Subcontractors are specifically listed in the Agreement and any reference within this document as well as Subcontractors' SOWs (if applicable) do not imply or convey a software, license, or services that are not explicitly listed in the Agreement.

1.1. Project Implementation Definitions

Unless otherwise defined herein, capitalized terms within this document have the meanings described in the Definitions section of the Agreement and where applicable Software Support Agreement.

The following terms are used in this document. Since these terms may be used differently in other settings, these definitions are provided for clarity.

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a) API is an acronym for Application Programing Interface. An API is a connection between computers or between computer programs. It is a type of software interface, offering a service to other pieces of software. A document or standard that describes how to build or use such a connection or interface is called an API specification. A computer system that meets this standard is said to implement or expose an API. The term API may refer either to the specification or to the implementation.

b) Agency means any public safety organization responsible for services within Customer's physical boundaries.

c) Agency Administrator is utilized in the CAD-to-CAD requirements to mean the administrator for a particular agency which has assigned rights to the CAD-to-CAD administrative access.

d) CAD Provider means the 3rd party CAD Vendor that will be developing the adapter to connect their CAD to the hub.

e) CAD-to-CAD or CAD2CAD is a term used for CAD integrations to another CAD.

f) CentralSquare Unify Hub is CentralSquare's solution which can be referred to as "the Hub".

g) CAD-to-CAD Portal is an application that connects to the CentralSquare Unify Hub via a thick client. The CentralSquare Unify Portal provides but is not limited to, a view of real-time CAD events for all connected CAD systems, access to administer the configuration of the CentralSquare Unify Hub (based on user roles), and access to detailed diagnostics for troubleshooting. The CentralSquare Unify Portal also has a GIS map feature that provides a visual reference for the location of events and vehicles.

h) Change Management Process is a series of actions or steps taken to achieve individual, team, or organizational change.

i) CJIS Security Policy means the Federal Bureau of Investigations Criminal Justice Information System Security Policy. The essential premise of the CJIS Security Policy is to provide appropriate controls to protect the full lifecycle of criminal justice information (CJI), whether at rest or in transit. The CJIS Security Policy provides guidance for the creation, viewing, modification, transmission, dissemination, storage, and destruction of CJI.

j) Change Order will be the vehicle for communicating and approving a change in project scope.

k) Cloud means a remote hosted server infrastructure.

l) Codefiles are the component fields within each product that define the data to be contained within each table.

m) Connector also referred to as CAD Adapter is an interface to be installed at an Agency that connects the Agency's CAD to the CentralSquare Unify Hub.

n) COTS means "Commercial Off the Shelf" software packages provided by CentralSquare.

o) Functional Acceptance Test (FAT) is a test of specific functionality of the CentralSquare Unify solution.

p) Go-Live means the event that occurs when Customer first uses the CentralSquare Unify solution for Live Operations in a non-test environment.

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q) GIS is an acronym for Geographic Information System, which is a system for storing and manipulating geographical information on a computer.

r) Modification means changes or additions to Software from the standard version thereof prepared hereunder. The Modifications, if applicable, are described in SOW, Appendix A – Contracted Modifications to Standard CentralSquare Products. The CentralSquare Software is not custom software, and as such, at CentralSquare's discretion Modifications or enhancements to the standard version will be made available in a subsequent version release available to all CentralSquare Customer's; or as applicable, made available as a separate module or function, separately licensed and priced.

s) The Operational Scenario Document (OSD) provides an operational description of an interface, capability, or feature within the applicable CentralSquare solution.

t) Project collectively includes the services and deliverables specified by the Agreement, including if applicable, CentralSquare services, Subcontractor activities, third-party products, and services for the implementation of the System and Subsystems specified in the Agreement.

u) Project Management Plan means collectively the Communications Management Plan; Risk Management Plan; and Change Management Plan that provide the criteria for managing those tasks within the Project.

v) Project Schedule means the schedule providing dates and timeframes for completion of tasks and Deliverables during this Project. The Project Schedule is subject to change at the mutual agreement of CentralSquare and Customer as further described in this SOW.

w) SDK is the Software Development Kit that is provided to 3rd party CAD Vendors to develop the middleware (or adapter) that connects their CAD to the hub.

x) SME is an acronym for subject matter expert, an individual with a deep understanding of a particular topic.

y) Solution is the total complement of Licensed Software, Services, customizations, all other items, tangible and intangible, designed to operate as an integrated group to provide the functionality outlined in the Scope of Services.

z) System means the CentralSquare Unify, Notify, or Aware solutions.

aa) Task Completion Reports (TCR) is a formal document presented to the Customer that acknowledges completion of a major task or event.

bb) Third-Party Software or Systems are software and systems that are proprietary to a Third-Party, not CentralSquare, which may be used for the purposes of providing services or deliverables.

cc) Work Hours:

   a. Business hours are defined as Monday – Friday, 8:00am - 5:00pm local time.

   b. Training hours are defined as:

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i. Remote Training: Monday - Friday, between 8:00am – 5:00pm as determined by the Customer's time zone based on the actual duration of the class.

ii. Onsite Training: Tuesday – Friday, between 7:00am – 10:00pm as determined by the Customer's time zone based on the actual duration of the class.

c. Alternate training schedules (e.g., Monday class starts for classes that would normally start on a Tuesday, multiple classes per day, evening, and weekend classes) are subject to additional cost.

1.2. Project Exclusions

CentralSquare provides software applications that it develops. These applications are sold as is and are "Commercial Off the Shelf" (COTS) software packages. The functionality of these products will be based on CentralSquare's current design and functionality of these COTS products, unless otherwise indicated in the Agreement.

a) Work, software, services, hardware, Systems, product/software modifications, or any other deliverables not explicitly stated in the Agreement will not be included in the Project.

b) Any modification to CentralSquare standard products or customizations to such products that are not explicitly stated in the Agreement are excluded from the scope of this Project.

c) Changes in scope will only be executed through a mutually agreed upon Change Management Process, as described in the Project Management Plan.

d) CentralSquare is not responsible for the deficiencies in Customer's internal or contracted network to support the CentralSquare Unify system.

e) CentralSquare is not responsible for the deficiencies in Customer's network.

f) CentralSquare is not responsible for the removal of the old (legacy) equipment, hardware, furniture, consoles, cabling, as part of the Project implementation unless specifically stated in the Agreement and this SOW.

g) This project does not include creation or modification of GIS data by CentralSquare staff.

h) CentralSquare is not responsible for coordination, management, or covering the cost of any software, work, customization, coding or testing that is required to be performed by any third-party vendors, unless the work is defined under a Sub-Agreement with CentralSquare within the scope of this Agreement.

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2. PROJECT DELIVERABLES

2.1. Overview of Project Deliverables

This project will provide a combination of software and services that comprise the overall System for use by Customer's Public Safety Organization(s). The Agreement specifies the user and software licenses included in this Project by the quantity and environment in which licensed.

Project Management services per the Agreement and in accordance with the approved plan outlined in SOW, Section 6 - Project Execution, and corresponding schedule for project.

All installation and configuration activities, as well as upgrades for this project will be performed remotely.

Implementation of different components of the System is performed in a series of interrelated processes. Some processes can be performed concurrently while others are sequential in nature. CentralSquare has implemented process gates to ensure completion of tasks in the optimal order before a subsequent activity begins.

The only reference for the number and type of software licenses is the Agreement. Any reference within this document to services associated with a specific software product does not imply or convey a software license for products that are not listed in the Agreement.

All project services will be performed during normal business hours, defined as Monday – Friday, 8:00am - 5:00pm local time. If Customer desires to perform the services outside of these hours, additional fees will apply.

2.2. Standard CentralSquare Deliverables

The functionality provided by Standard CentralSquare Products is defined by CentralSquare Standard documentation such as: Operational Scenario Documents (OSD) and the CAD-to-CAD Hub Administrator's Guide. These documents are standard, published CentralSquare documents, and are not specific to the Customer.

Standard CentralSquare Software to be delivered through this Project is identified as software licenses in the Agreement. The functionality provided by specified Standard CentralSquare Software is defined by CentralSquare OSDs or other documents.

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2.3. Contracted Modifications to Standard CentralSquare Products

Any Modifications to Standard CentralSquare Products that are to be delivered through this Project are listed in the Agreement. The functional scope of any Modification procured through the Agreement will be summarized in this Statement of Work and defined by an OSD for all items listed under Appendix A - Contracted Modifications to Standard CentralSquare Products. All modifications or enhancements that are not explicitly listed in the Agreement are not within the scope of this Project.

Any Modification to the functionality of Standard CentralSquare products or interfaces, outside the scope of the Agreement, within the System, shall follow the Change Management Process as described in SOW, Section 6.2 - Change Management Process.

Any post-approval changes to the requirements documented in the System OSDs or other documents are subject to a formal Change Order.

Note: All enhancements and modifications to any of CentralSquare's Standard products will only be released with a major version of the applicable system based upon the relevance and dependency to these products.

Note: Software versioning is the process of assigning either unique version names or unique version numbers to unique states of computer software while a service pack or patch is a piece of software designed to fix problems with or update a computer program or its supporting data. This includes fixing security vulnerabilities and other bugs.

2.4. CentralSquare Unify Overview

The CentralSquare Unify Hub (or simply the "Hub") provides intelligent options for sharing data between disparate CAD systems including call and unit information. Use of the Hub as a CAD-to-CAD solution reduces the use of phone calls and radio traffic while reducing response times and increasing information accuracy. The following documentation provides scope, processes, and deliverables necessary to implement a successful Unify system.

The CentralSquare Unify package provides the deepest system integration by interfacing bi-directionally to and from the connecting system. This allows users to send and receive incident and unit data to and from the Hub using their existing CAD. The Unify product package also provides user access to the Hub Portal Incident Viewer and Hub Notifications typically associated with the Aware and Notify product packages.

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The customization efforts involved when integrating the Adapters and interfaces with the CentralSquare Unify Hub include several risks, the outcome of which are not completely certain until implementation and testing is complete. Based upon the differences of each CAD system, an agency may use different methods of sharing incidents and exchanging information through their connection to the Hub. Thus, actual functionality can vary widely by agency, even for those using the same make of CAD system. Accordingly, each agency is treated as a separate integration with inherent risks associated with configuration efforts. CentralSquare will work with the Customer to identify, track and mitigate risks associated with this project.

2.5. Solution Overview

Customer will be connected to an a CentralSquare Hub in the AWS GovCloud using the method noted below.

- Unify: Bi-directional solution enables sharing of incidents, unit updates, and unit locations.
- Portal Access only (for situational awareness and is included with Unify).

A table outlining each participating agency that is included in this contract will be noted in SOW, Section 2.6 - Deliverable System Connections on CentralSquare Unify Hub. CentralSquare will work with the Customer to develop a mutually agreed upon schedule for the deployment and Go-Live of the CentralSquare Unify solution at the Customer's site.

An interim solution is available for the participating agencies that are waiting for the development of the CAD Adapter connection. Portal access is included to view real-time CAD events as well as resource sharing requests. Agencies would also be able to receive and respond to requests in the Portal.

2.6. Deliverable System Connections on CentralSquare Unify Hub

CentralSquare will provide the Customer with the following system connections as indicated in the below table.

This project includes connecting to the CentralSquare TX Hub in the AWS GovCloud.

Adapter Status Definitions:

- Development needed by CAD provider: The CAD Vendor does not have an Adapter available and development work is required. The CAD Vendor must also complete the certification process with CentralSquare before the Adapter is available for deployment.

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- Functional testing in process with CAD provider: CentralSquare is working with the CAD Vendor to test the Adapter and upon completion of successful testing, the Adapter will be available for deployment.
- Adapter Available for deployment: The development work by the CAD Vendor and the functional testing process with CentralSquare have been completed. The Adapter is available for deployment.

#	Agency	Connecting System (Vendor/Description)	Connection Type	Product Package	Adapter Status
1	Williamson County Sheriff, TX	ONESolution CAD (26 seats)	Bi-directional	Unify	Available for deployment

2.7. Modifications

No CentralSquare modifications are included outside of standard functionality described within this SOW, unless noted in Appendix A – Contracted Modifications to Standard CentralSquare Products.

2.8. CentralSquare Unify Customer Deliverables

In order to expedite the project implementation timeline and maximize the benefit of the product, the Customer agrees to the following:

2.8.1. External System Adapters

The Customer and participating agencies are expected to contract directly with their CAD system provider for all licensing, professional services and ongoing maintenance related to the respective Adapter to their CAD system. The licensing and implementation costs of this Adapter are not included in the associated Agreement and are to be borne separately by the Customer and participating agencies. It is the responsibility of the Customer and participating agencies to finalize all contract arrangements with the external system providers before CentralSquare begins work on the associated Agreement.

2.8.2. Regional Governance

The Customer will designate an administrative sponsor (and/or agency representatives) to address policy decisions with partners related to this project as well as to support ongoing sustainability of the delivered system. Governance representatives from each agency form

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the region's governance body. This governance body must be identified early in the project in order to mitigate the risk of project delays due to policy decisions that may need to be addressed.

2.8.3. Testing Coordination

It is difficult to predict the time needed to accomplish sufficient testing because of a number of unknown factors (for example: readiness of technology partners, well defined Customer goals, consistent participation of testers). Since the Customer has a uniquely positioned relationship with all participating technology providers, it is the Customer Project Manager's responsibility to coordinate all testing sessions for this project. CentralSquare will provide guidance and direction for the needed testing sessions during the appropriate stages of the project.

2.8.4. Subject Matter Experts (SME)

The Customer will ensure that personnel are assigned to serve as the Subject Matter Experts (SME) that will provide input and feedback throughout this project. Ideally, this will be a CAD Administrator and one or more Dispatchers with a detailed understanding of the daily operations of the dispatch center. Members of this group should remain consistent throughout the project. The SMEs will be required to attend scheduled meetings and work sessions with CentralSquare and the Project Manager. Responsibilities include but are not limited to:

a) Documenting common incident-sharing scenarios and business processes.
b) Providing lists of units, codes, and descriptions.
c) Mapping units and codes to the common code set in the CAD-to-CAD Hub.
d) Assistance in the development of the collaborative documentation.
e) Assistance during testing and troubleshooting.

2.8.5. Network Connections

The Customer and participating agencies are responsible for establishing a secure connection between the CAD-to-CAD Hub and the connected CAD systems including:

a) Establishing a high-speed network connection.
b) Establishing network security.
c) Configuring firewalls and ports.
d) The Customer and participating agencies will identify and provide a CAD Administrator that can login to test CAD systems and work jointly with CentralSquare and the Provider on any project related network connection items.

Note: CentralSquare recommends a high-speed internet connection greater than 10 MBps bi-directional. To improve reliability, it is recommended for the Customer to have a second redundant internet connection that uses a different ISP provider (utilizing a

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different trunk line) available for failover of the primary Internet connection. Equipment required to connect the redundant ISP provider is the responsibility of the Customer. All connections to the Hub require IP whitelisting for an additional level of security.

Note: The connection recommendation between the Customer site and the Hub is established using a dedicated VPN appliance. In addition to the VPN option, Customers can also uses Tunnel which is a soft VPN. This option requires that the Customer maintain a security certificate.

2.8.6. Memorandum of Understanding

The Customer is responsible for obtaining any agreements necessary for the sharing of CAD data from, and with, all participating CAD systems as required by each agency's policy.

2.8.7. Agency Specific Training

CentralSquare will provide training related to the Hub Portal console and administrator user training. All training related directly to dispatch operations will be conducted by the Customer.

2.8.8. Test Environment

The Customer is responsible for providing a Test CAD environment including the installation of CAD interface and API that adequately mirrors the agency's Production CAD environment, with associated test data that is capable of interfacing with CAD-to-CAD Hub. The Test environment will connect to the same server cluster as the Production environment.

a) Failure to provide a complete Test environment, as described herein, will introduce overhead, will require additional testing and implementation effort outside the scope of this SOW, and will be priced accordingly and managed through the Change Order process.

2.8.9. Remotely Accessible Test CAD Console

The Customer will need to identify and provide a CAD Administrator that can login to a test CAD console, which can be used for testing with the Hub for each CAD system. The CAD Administrator will be accessible to CentralSquare personnel during normal business hours and must have login credentials that can add and modify incidents in order to conduct End-to-End Testing. The test CAD console should be configured to match the Production system.

a) The test CAD console allows CentralSquare personnel to rapidly implement and test

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functionality as needed while limiting the involvement of agency personnel until acceptance testing. Lack of a remotely accessible test CAD console will require a dedicated Customer tester to be available on short notice to conduct testing session. Failure to meet this requirement will result in additional incurred costs to be billed at the hourly rate stated in the associated Agreement.

2.8.10. Timelines and Shared Responsibilities

The CAD-to-CAD Hub Unify project schedule distributes responsibilities between multiple parties. Following the plan will deliver a highly functional solution. The agreed upon fees in the associated Pricing Schedule is dependent upon close and timely coordination and cooperation of all parties. Delays in the Customer and/or third parties assigned duties not only impact this Project but other CentralSquare projects also. Delays caused by the Customer and/or third parties not fulfilling their responsibilities in a timely manner are extremely disruptive. A delay in a milestone may cause a delay in starting or completing subsequent tasks; in effect creating a risk to the overall Project. Milestone delays on the part of either party will trigger an overall review of the Project activities so that risks can be assessed and properly managed. In the event that either party becomes aware of a delay, notification shall be provided to the other party as soon as reasonably possible.

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3. STANDARD FUNCTIONALITY CENTRALSQUARE UNIFY

3.1. Overview

The Customer is licensed to use the CAD-to-CAD Unify functionality as described in this section. The features listed below are available components within CAD-to-CAD Hub's core functionality. Each feature requires effort to train personnel, discover needs, configure, test and deploy the system. This SOW which governs the supported features, the number of configurations allowed, and the maximum effort that will be expended by CentralSquare personnel to implement these features. Not all capabilities described herein will be deployed with every Unify Hub integration project. Features and components not listed below are not included in the project. Additional customizations must be expressly detailed in the SOW, Appendix A – Contracted Modifications to Standard CentralSquare Products.

Software releases are available every quarter and CentralSquare Product Support will notify the Customer of the release schedule and will work with the Customer to establish a mutually agreed upon CAD-to-CAD upgrade schedule. Features and functionality within software releases are included as part of the Subscription.

3.1.1. Business Rules, Filters, and Data Translations

Business Rules to Exchange Call and Unit Information: The CAD-to-CAD Hub may be configured to share information automatically using business rules based on pre-defined criteria determined by the Customer. Each business rule identifies call or unit criteria which will act as a trigger to a subsequent information sharing action. Business rules are configurable without the need for customized coding or scripting.

a) The following are supported criteria for triggering a business rule:
   i. Call or unit meets the criteria of a defined Filter in the Hub Portal.
   ii. Call or unit stops meeting the criteria of a defined Filter in the Hub Portal.
   iii. Comment added to a call containing pre-configured text string or keyword.
   iv. External resources are requested. The call information will be shared with the CAD system that owns the requested physical resource.
   v. Resource request is granted, denied, or cancelled.
   vi. Error (network or notification error) is received from an interface.
   vii. Unit is assigned or unassigned from a call.
   viii. Call or unit field updated.
   ix. Non-incident CAD message is received.

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Note: There is no messaging between systems outside of adding comments or share calls. Examples of non-incident CAD messages that can trigger business rules are: AVL, unit status, or geographic update.

b) The following are actions that may be taken by a business rule:
   i. Share a call
   ii. Request a Resource
   iii. Grant/Deny/Cancel a resource request
   iv. Grant/Deny a resource request based on availability
   v. Send an email or SMS alert to a user or user group
   vi. Create an on-screen toast notification

c) The following are some sample scenarios that can be implemented using a business rule:
   i. Dispatcher initiated comment of "##WV" triggers a call share with another agency that is connected to the hub
   ii. Call share triggers a comment to be added to the shared call containing the originating dispatch center and call number
   iii. Resource request triggers an on-screen toast notification for a user group at the dispatch center owning the requested resource
   iv. Network error when attempting a call share generates a toast notification at the corresponding dispatch center

d) Business rules require effort to define needs, configure, test, and refine. Even simple business rules may have unintended interactions with the connecting system or policies of the dispatch center. Testing is required to refine rules as necessary. The time associated will increase with the complexity of the business rule. Refer to the below table which identifies the number of business rules and the maximum effort to be expended by CentralSquare personnel to implement those rules.

Configuration Allowance: CentralSquare will assist the Customer in developing five (5) business rules and User Groups, with associated filters. The Customer is responsible for creating the remainder of the items that are needed for the configuration. There are not limits on the number of business rules or User Groups that can be created by the agency.

Configuration	Count
Business rules with associated filters	5
User groups with associated filters	5

Filters: Filters are used to define criteria to be met for information sharing including business rules, restrict viewing for user groups, and other built-in configurations. Determining and configuring filter criteria is the responsibility of the Customer with assistance from CentralSquare.

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a) Filters may be created based on:
   i. Incoming Common Data Mappings for Supported CAD Incident Fields as defined in this document
   ii. Incoming Common Data Mappings for Supported Unit Update Fields as defined in this document
   iii. Time and Date parameters

b) The following are sample use cases for which filters may be used to restrict viewing or trigger business rules:
   i. Calls originating from a particular dispatch center
   ii. Calls mapped to a single or multiple common nature code(s)
   iii. Calls of a particular discipline such as Law, Fire, or EMS
   iv. Calls shared with other dispatch centers
   v. Calls located in a particular geographic area (geofence)
   vi. Units dispatched to shared calls

c) Filters are created through the standard menu-driven functionality of the Hub Portal. Complex filtering scenarios may require additional effort involving defining needs, configuring the filter, test, and refinement.

Code Mappings/Translations: The CAD-to-CAD Hub includes the ability to translate incident and unit field values such as Call Nature between sharing CAD systems by mapping codes through a common code set. The Customer and participating agencies are responsible for defining the common code set, inputting local codes and mapping them to the common codes, and maintaining the entire set of codes using the Hub Portal. Code mapping is supported for the following codes:

a) Agency Name
b) City
c) Discipline (i.e., Fire, Law, EMS)
d) Dispatch Center
e) Nature/Response Type
f) Priority
g) Response Area/Zone
h) Response Type
i) Station
j) Transport Destination (Code)
k) Unit/Resource
l) Unit Status
m) Zone (Map Data)

This document is limited to standard menu-driven code mapping functionality. Complex mappings that require custom scripts is not included as standard functionality. The following are examples of non-standard customizations which will need to be scoped separately:

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a) Using a combination of factors to determine which code to send on a shared incident. For example, sending a Call Nature of "Structure Fire" for Fire calls and "Fire Assistance" for Law calls when a shared Incident has spawned two or more incidents in a separate CAD system.

b) Changing the Call Nature based on which unit is requested.

Custom Scripts: If customization is necessary, this will generally be done using custom scripts. Writing of any custom script is not included as part of standard functionality and will be scoped separately.

3.1.2. Call/Incident Related Data

Supported CAD Incidents Fields: The following CAD Incident fields are supported for sharing by the CAD-to-CAD Hub. CentralSquare will not support fields that are not provided or accepted by the CAD system.

a) Agency Name
b) Apartment Number
c) Building Number
d) Call Nature (Accident, Structure Fire, Heart Condition, etc.)
e) Call Priority (P1, P2, P3, etc.)
f) Caller Address
g) Caller Name
h) Caller Number
i) City
j) Comments
k) Cross Street (includes upper and lower cross streets)
l) Discipline (i.e., Fire, Law, EMS)
m) Dispatch Center
n) Disposition
o) Latitude/Longitude (Decimal Format)
p) Location (common place name- Central Park, County Library, etc.)
q) Radio Channel
r) Response Area/Zone
s) State
t) Street Address
u) Time Stamps
v) Zip
w) Zone (Map Data)

Note: Standard functionality is limited to sharing of text and translated codes. If the CAD system reacts in an undesirable way to updates, (such as spamming the narrative with unnecessary comments), the data field causing the problem should be disabled. Services to provide more complex manipulation of data sharing will need to be scoped separately.

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Updates and Synchronization of Shared Incident Data: Updates to the following event fields may be configured to share either as a direct update to the call record or as a pre-formatted comment added to the narrative.

a) Apartment Number
b) Building Number
c) Call Nature (Accident, Structure Fire, Heart Condition, etc.)
d) Comments
e) Cross Street
f) Radio Channel
g) Street Address

Note: Standard functionality is limited to simple updates of the call data. If the CAD system reacts in an undesirable way to updates, (such as spamming the narrative with unnecessary comments), the data field causing the problem should be disabled. Services to provide more complex manipulation of data sharing will need to be scoped separately.

Address Validation: Each CAD system may store address location information differently creating the potential for shared addresses to not validate. It is expected that some addresses may not validate automatically and may require some manual intervention by a dispatcher to correct.

Note: Standard functionality is limited to the exchange of text-based address fields. Services to provide more complex manipulation of address data such as changing "St" to "Street" in order to improve shared address validation will need to be scoped separately.

Comment Sharing: Comments refers to any notes, remarks, or narrative entered in your CAD system that are sent to the CAD-to-CAD Hub and potentially shared with other CAD systems. If implemented in the Adapter and supported by the CAD, sharing of comments can convey critical information and be very useful. However, excessive sharing of non-critical comments runs the risk of overloading dispatchers with unnecessary information. It is highly recommended to limit comment sharing using configuration options in the Hub.

a) One of the following may be used to determine how comments will be shared:
    i. Only share comments that contain a key text string, such as "##SHARE"

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ii. Removing comments that follow a specific pattern. This feature may be used to remove automatic system messages that are not useful to other dispatch centers.
iii. Share all comments (not recommended)
iv. Disable comment sharing entirely

b) The Customer is responsible for configuring the Hub to limit comment delivery, including determining which text strings will be used to filter comments and adding them to the system.

c) CAD system may have different sources of incident comments. For example, a CAD may provide a static information from "Basic Notes" completely separate from a "Running Comment Log." Usually only comments from the "Running Comment Log" are implemented in the Adapter shared by your CAD. The Customer and participating agencies, working with the Provider are responsible to configure that Adapter to share the appropriate comment data.

d) Similarly, if there are confidential comments that should not be shared by your system, configurations can be set to block those from being viewed by other CAD systems or in the Hub.

Note: Due to inconsistencies in how each CAD system generates additional system comments as well as how each CAD processes comments and messages coming from the Hub, it is possible that some duplicate or redundant comments may result. While the Hub has been designed to reduce unnecessary comments as much as possible, some edge cases may still result in unwanted comments. Customizations needed to remove duplicate or unwanted comments outside of the standard features mentioned here, will need to be scoped separately.

3.1.3. Unit/Resource Related Data

Supported Unit Update Fields: The following unit fields are supported for CAD-to-CAD sharing by the CAD-to-CAD Hub system. CentralSquare will not support fields not provided by the CAD system.

a) Agency Name
b) Assigned Call Number (when assigned to a call)
c) Assigned Call Unique ID (when assigned to a call)
d) Heading
e) Latitude/Longitude (Decimal format)
f) Location
g) Signed On Status
h) Speed
i) Station
j) Status
k) Time at Coordinate

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l) Time at Current Status
m) Transport Destination (Code)
n) Type of Unit
o) Unique Unit ID
p) Unit Number

Unit Status Sharing: Real-time unit status updates can be shared between connected CAD systems, including AVL data (if available) by mapping physical to external units in the Hub. (External means placeholder or virtual units defined in a system that represent a physical unit in another system.)

a) **Available/Unavailable Status:** When a physical unit is assigned to a non-shared incident in the unit's owning CAD, other systems with an external mapping to that unit receive unit status updates that the unit is unavailable. Once the unit clears the scene or is otherwise available for dispatch, an available status will be sent for that unit to other systems.

b) **True Unit Status for Shared Incidents:** When a physical unit is on a shared incident, detailed unit updates (whether the unit is dispatched, enroute, arrived, etc.) will be shared with the other systems sharing incident.

c) **Unit Control:** Once a resource request for a unit has been granted, either explicitly or implicitly, control of that unit is shared with the requesting system/agency. If implemented in the Adapter and supported by the requesting CAD, the status of that unit can be set by the requester. A system-to-system message containing the updated unit status will be sent to the unit's owning system. If implemented in the Adapter and supported by the owning CAD, the true status of the unit is updated.

d) **Limiting AVL Updates:** Due to the potential for high volumes of unit status and AVL updates, CentralSquare reserves the right to restrict the frequency of such updates in order to maximize overall system performance.

e) **CAD System Dependencies Regarding Unit Statuses:** The Hub is dependent on the Adapter and the CAD system to provide and consume up-to-date information. Unit status syncing can be impacted by momentary network outages, system processing delays, or other temporary issues. It is not uncommon for units to occasionally be out of sync between systems for short intervals but is quickly corrected by a subsequent successful unit status update. If a unit is requested by a system/agency in error due to out-of-sync unit information, denial of the resource request by the owning CAD system will override the out-of-sync status and notify the requester the unit is unavailable. Otherwise, manual dispatcher intervention may be required either through exchange of incident comments or a phone call.

f) This document is limited to sharing standard translated unit status updates and AVL data. The following are examples of non-standard customizations which will need to be scoped separately:

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i. Sending different unit status updates based on the unit type being updated such as 'On Scene' for law units and 'On Scene Staging' for fire units.

ii. Sending fabricated progressive unit status updates to satisfy the unit status progression requirements of the target CAD system. For example, sending multiple unit status updates such as 'Dispatched', 'Enroute' and 'On Scene' to reflect a single status update of 'On Scene' from the sharing CAD. Handling these out-of-scope requirements should be part of the receiving CAD Adapter.

3.1.4. System Administration

System Administrators: System Administrators have access to the setup and configuration of the CAD-to-CAD Hub for all connected CAD systems and participating agencies. Changes made by the administrator can potentially affect another agency inadvertently. For this reason, System Administrators should regularly consult and coordinate together before making configuration changes to the Hub.

a) It is the responsibility of the Customer and participating agencies to determine which individuals will be assigned as System Administrators.

b) When an administrator change is made, a log entry is created that describes the change made, the date and time, and the user that made the change.

c) System Administrators can create new users and assign permissions.

User Administration: Users are administered at both the system and agency level. System administrators may create users and assign permissions for all users. Agency User Administrators, which are created by System Administrators, may only do so for the agencies to which they are assigned.

a) It is the responsibility of the Customer and participating agencies to determine which individuals will be assigned as Agency User Administrators at the agency level.

b) Some configuration settings may be reset for all users across all agencies. These include:

i. The amount of time that inactive calls are displayed

ii. The amount of time that toast notifications are displayed (if used)

iii. Users may change these settings on an individual basis if desired.

c) User administration tasks such as creating new users and user groups, assigning permissions, resetting passwords, and Portal configuration settings are the

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responsibility of the Customer and participating agencies.

d) User groups may be configured using Filters so that only certain calls and units are visible. Incident comments may also be configured so that the incident is visible, but comments are not.

GIS Sources: The Hub system uses your geographical information systems (GIS) data sources to build maps. By copying the GIS sources that you want to use to build your maps into a folder, you can then import them into the Hub through the Hub Portal user interface. The Hub Portal supports the display of active calls and units on a GIS map view for situational awareness. The Portal provides GIS layer import tools for the Customer and agencies to import their own map files including but not limited to ESRI and other standard shapefiles and image files (i.e. Geographic or State Plane). The GIS layer import tool only takes minutes to load the data, but note that when importing map files, there will be downtime. Recommended GIS Map Data Elements are: Boundaries, Stations (Police/Fire), Freeways/Interstates, Major Streets, Waterways, Parks, and Address Points (optional). The Customer and agencies are responsible for providing, loading, and updating the GIS map data for a single, consolidated view for all agencies connected to the Hub. The frequency of GIS updates are determined by the Customer and participating agencies as they have no bearing on geo validation, they are just a visual tool.

Note: Beyond basic training and initial assistance in configuring GIS information in Hub, all other GIS related effort is the responsibility of the Customer and participating agencies.

System Connections: Each system Adapter connects to the CAD-to-CAD Hub over a secured connection provided and maintained by the Customer and agencies. For bi-directional interfaces an HTTP connection (https://URL:port) is required at each endpoint (Hub side of the network and the Adapter side). All firewall configuration and configuring of ports is the responsibility of the Customer and participating agencies.

3.1.5. Data Retention and Backup

CAD for Date Retention: The CAD-to-CAD Hub provides call and unit information to each respective CAD system as the authoritative method for permanent data retention. The Hub is not designed as a data warehouse for long-term storage and retrieval. A separate interface may be used to send call and unit updates to a client-provided database for long-term storage.

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Data Purging: Portal administration provides a setting to purge data older than a certain number of days. This feature may be set to retain data indefinitely, but this is not recommended. Data purging occurs automatically without adversely affecting the system in Production.

System Backups: System backups in the Cloud are the responsibility of CentralSquare.

3.1.6. Portal Features

Overview: The Hub Portal is a thick client installed on a Windows-based workstation. The Portal is used to display call and unit related data as well as administrative tools for system configuration.

Call and Unity Display: The Hub Portal displays call and unit information in the dispatch view in real-time. This includes separate list and map views of current calls and units as well as a call details view. The information contained here may be limited based on filters applied to each user group. Hub includes the following tools for viewing call and unit-related information.

a) Calls List – Displays currently open calls in a list view
b) Call Details – Displays detailed information about a call including comments, connected calls, and assigned resources
c) Units List – Complete list of units and current status
d) Map View – Calls and units are shown on a map. Geofences and markers may also be created and shared with other user groups

Toast Notifications: Pop-up notifications that display in the lower-right corner of your screen and display call and unit information based on pre-configured business rules. These notifications may be used to bring attention to bi-directional call-sharing actions, or to bring bi-directional functionality to centers that may have a publish-only or no interface whatsoever.

User Preferences: Allow the user to adjust color schemes, when stagnant calls disappear from view, configure toast notifications, and enable/disable connection status monitoring.

Admin Alerts: Historical display of email and text message alerts that have been sent to your user.

Diagnostics and Log Views: Tools for troubleshooting and identifying information shared with each interface.

Connection Monitoring: The connection between each CAD system and the CAD-to-CAD

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Hub is continually monitored by the CAD adapter through heartbeat transactions to detect network failures. The Hub also monitors system network connections through heartbeat transactions and network errors. Users are notified of detected disconnects in the following ways:

a) If the Hub detects a potential disconnect such as lack of a heartbeat or a network error with any CAD system, a warning will display through the Connection Status Monitor in the Hub Portal. A subsequent reconnect will remove this warning.

b) If a CAD system has not transacted any updates to Hub for a configurable amount of time, a warning will display through the Connection Status Monitor in the Portal. This may indicate that although the Adapter continues to share heartbeats with Hub, it has lost the connection with its CAD system. A subsequent transaction will remove this warning.

c) If the CAD detects a potential disconnect to the Hub, it is responsible to notify its users through the CAD user interface.

Settings: System and user administrators access and adjust system settings including connections, business rules, filters, and user administration using the Portal.

3.1.7. Information Sharing Redundancy

CAD-to-CAD sharing errors may result from various sources including the following:

a) User error
b) CAD system error
c) Network error
d) CAD-to-CAD Hub error
e) Administrator error
f) Unforeseen circumstances

If there is an error in the CAD-to-CAD process, dispatchers must be aware of the problem immediately so that other means may be used to communicate such as phones or radios. The following are suggested methods to provide redundancy and checks to ensure awareness of CAD-to-CAD sharing.

a) User error confirmation phone calls
b) Unit status timers in the CAD system
c) CAD-to-CAD Hub email or text message alerts
d) Hub Portal notifications
e) Hub light towers

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3.2. CentralSquare Unify External System Dependencies

The ability of CentralSquare Unify Hub to perform its functional requirements depends on the external systems' ability to do the following:

3.2.1. Bi-directional Adapters

Unify relies on bi-directional Adapters to external CAD systems which should support the following capabilities:

Continuously provide and receive updated CAD incident and unit status data to and from the CAD-to-CAD Hub

a) Share/receive new incidents
b) Update data fields on current incidents
c) Update dispatcher comments
d) Assign units/resources to current Incidents
e) Provide unit status updates including AVL data
f) Present information to the CAD operator in an appropriate way

Continuously provide and receive updated unit information to and from the Hub

a) Unit assignment to incidents
b) Unit status updates
c) Send and receive unit requests

Connection notices: Provide connection and failure notices to the dispatcher when a prolonged disconnect or outage is detected.

Synchronize (refresh) active CAD data upon connecting including current CAD incident data and unit status data.

3.2.2. Other Considerations

Functionality: Data, functionality, and operational incongruences between the connected CAD systems may limit the level of interoperability achievable. Although the CAD-to-CAD Hub may support certain capabilities, CentralSquare cannot provide functionality that the external system does not support. In cases where there is a gap between needs and what the CAD system can provide, converting data to comments or other methods may be used but certain limitations will naturally be beyond the CAD-to-CAD Hub's ability to work around.

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3.2.3. External System Adapter Requirements

The dependencies listed in this section are an overview and are for general awareness. The CAD-to-CAD Hub SDK provides a more complete set of detailed requirements for the external system's Adapter. The Customer and participating agencies should require the provider to comply with all requirements of the SDK.

4. PROJECT CONTROLLING PROCESS

4.1. Overview

Project Controlling Processes are established early in the Project life cycle during the Planning Phase and described within the Project Management plans. Project Control is the process that includes completing regularly scheduled Project progress meetings and the use of regularly delivered Project progress reports, as well as implementing the processes needed for Communication Management, Risk Management, and Change Management. The process begins during the initiation process and concludes at the end of the Project.

The establishment of defined processes for Customer communication (contact persons and reporting methods) provides a basis for effective and regular communication. This supports the previously noted processes necessary for a successful Project outcome.

As part of the Controlling Processes, CentralSquare utilizes a series of measurements and management reviews to mitigate the effect of these variances. Checkpoints or milestones are planned into each phase of the Project to measure performance and determine if the Project is ready for the next phase.

Checkpoints are key tasks that act as gates to the next phase of a project. A delay in a milestone may cause a delay in starting or completing subsequent tasks; in effect creating a risk to the overall Project. Therefore, CentralSquare's Project staff closely monitors checkpoint tasks and milestones and promptly notifies the Project Manager of any delay or failure with a milestone task. Milestone delays on the part of either party will trigger an overall review of Project activities so that risks can be assessed and properly managed. If either party becomes aware of a delay, notification shall be provided to the other party as soon as reasonably possible.

Evaluation of overall Project status at each checkpoint is essential to ensure that the Project is effectively progressing toward completion and that new risks are not being introduced. In many cases, Project activities leading to a checkpoint are interrelated to later scheduled tasks. Success at checkpoints diminishes the risk to the Project going forward.

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Incomplete actions at a checkpoint may prompt delays and a rescheduling of the Project. For example, delays in completing or approving OSDs will delay the start and completion of the configuration phase, which may ultimately have an impact on the projected Go-Live date. Depending upon the importance of the Deliverable, these kinds of delays can have a cascading effect upon the Project Schedule including training and Go-Lives.

As part of the Project controlling process, upon completion of significant milestones and or tasks, CentralSquare will submit a Task Completion Report ("TCR") to Customer. The TCR serves as a formal tool for the purpose of verifying with Customer that the work has been performed, services rendered, and products delivered according to the requirements specified within the SOW and/or related documents.

TCRs are presented to Customer by CentralSquare's Project Manager for signature. Some TCRs may trigger a Project payment, in accordance with the payment terms within the Agreement. Upon execution of a TCR that is tied to a Project payment milestone, Customer will receive an invoice from CentralSquare's Accounting Department which must be paid based on the terms and conditions of the Agreement.

The TCR will include the following information:

a) Description of work performed, and products delivered.

b) Comments noting any special circumstances.

c) Product/Service deliverables listing the Agreement line items that are being recognized as delivered and will be invoiced.

d) Related Payment Terms in accordance with the Agreement, for Agreement line items that will be invoiced relative to the TCR.

4.1.1. CentralSquare Responsibilities

a) CentralSquare will prepare and submit TCRs for Customer's signature upon completion of the applicable task.

b) The TCR will cite the appropriate SOW reference.

c) TCRs that trigger a payment will include the payment amount in accordance with the Agreement payment schedule.

4.1.2. Customer's Responsibilities

a) Customer will review and approve TCRs within a five (5) business day period from the time of receipt less any challenges to the validity of the report.

b) If Customer disagrees with a TCR, Customer shall submit to CentralSquare a written explanation detailing why the Customer believes that the subject of the TCR and/or tasks have not been completed in accordance with the Purchase Agreement or this

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SOW. Such notification from the Customer shall be provided to the CentralSquare Project Manager within five (5) business days of receipt of the TCR.

4.2. Change Management Process

Either party can request changes to the scope of the project at any time. Since a change may affect the price, project deliverables, this SOW, the supporting project schedule, and/or the terms of the Agreement for this SOW, both parties must approve each change in writing and agree on the impact each change may have on the Agreement and related attachments.

The purpose of the Change Management Process is to manage any significant changes to the Project as described in this SOW or related documents as referenced within the SOW. These changes may include but are not limited to a modification to Project scope, Standard or Custom products' functionality, CentralSquare and Customer's identified roles and responsibilities, Project payment terms, and modifications to the scope or delivery location of services within the Project. All significant changes must be documented through the Change Management Process. The type of documentation needed will depend on the nature and significance of the change.

A Project Change Order will be the vehicle for communicating and approval of the changes. Whether initiated by Customer or CentralSquare, all Change Orders will be documented by the CentralSquare Project Manager. The Change Order shall describe the requested change, the party requesting the change, and the effect the change will have on the project, including the price, project deliverables, this SOW, the supporting project schedule, and/or the terms of the Agreement for this SOW.

All Change Orders must go through the CentralSquare's internal approval process before they can be presented to Customer for review and approval. Once the Change Order is generated, Customer Project Manager and CentralSquare Project Manager will review the proposed change and communicate as necessary to answer any questions, and/or work to resolve any issues preventing acceptance of the Change Order by both parties. Upon the approval by both parties the Change Order will be authorized for implementation.

The creation of some Change Orders may, depending upon the scope of the requested change, require fees for CentralSquare to properly investigate and scope the requested change. If additional fees are required by CentralSquare to create a Change Order, those fees will be identified and communicated to Customer Project Manager prior to CentralSquare's investigation of the requested change. In such situations, CentralSquare will only proceed with the investigation required to create the Change Order if Customer has agreed to pay the additional fees associated with creation of the Change Order.

Additional deliverables or Project deletions in terms of Software and services will require a mutually agreed upon Change Order. It must be noted that the later in the Project that

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a change is requested, the greater the likely impact in terms of costs, risks, and timescale. It is recommended that the Customer not delay any review activity as it is a best practice to discover potential changes as early as possible. In some cases, it may be more appropriate to plan modifications for Post-Go-Live delivery.

4.2.1. CentralSquare Responsibilities

a) Change Orders will capture necessary information required to prepare a Change Order and submit it to the Customer.

4.2.2. Customer Responsibilities

a) When applicable, Customer will identify the services or deliverables that will be subject to a Change Order, per the Agreement between both parties.

b) When applicable, Customer will identify changes to application features or functionality, Interfaces, or any other Systems that will require a change order. This process may also include participation in the requirements process.

c) Customer will approve and process Change Orders in a timely manner.

4.3. Project Reporting

CentralSquare will provide Monthly Status Reports advising Customer Project Manager and key Customer Project Stakeholders of the progress and status of project activities. This report will include the significant accomplishments, planned activities, issues, and potential risks associated with CentralSquare and CentralSquare's Subcontractors' Deliverables. The Project Status Reports will include the following:

a) Accomplishments during the Reporting Period.

b) Planned upcoming activities.

c) Issues.

d) Risks.

e) Key Action Items.

In addition, the CentralSquare Project Manager will hold bi-weekly status meetings/conference calls to update Customer on the status of the Project and key action items and deliverables.

CentralSquare will provide an updated Project Schedule advising Customer Project Manager of the progress of project activities. The Project Schedule may be lacking the detailed tasks for Customer team, and Customer may add such tasks, owners, and

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durations to the Project in collaboration with CentralSquare Project Manager. The Project Schedule will consist of the following:

a) Major Tasks.
b) Task Responsibility.
c) Task Duration.
d) Major Milestones.
e) Tasks Completed.
f) Tasks in Progress.

4.3.1. CentralSquare Responsibilities

a) Provide a written report of Project status once a month.
b) Conduct status meetings/conference calls every two weeks.
c) Maintain an up-to-date Project Schedule.

4.3.2. Customer Responsibilities

a) Review the written report of Project status and provide feedback within five (5) business days in order to ensure that the documentation is correct.
b) Participate in Project status meetings.
c) Ensure participation of personnel in tasks and meetings.

4.4. Document Review

During the Project, CentralSquare will deliver several documents to the Customer for review. These documents will include but are not limited to the Functional Acceptance Test Procedures, Project Schedule, and OSD for the Project. Approved documents are returned to the CentralSquare Project Manager. All documents will be provided in electronic (soft copy). If Customer desires printed (hard copy) documentation, it is their responsibility to print and bind the desire copies. The CentralSquare Project Manager will retain a copy and provide the Customer with a copy.

Should Customer find any document unacceptable, Customer must provide specific reasons in writing to the CentralSquare Project Manager. CentralSquare can then assess any required corrective measures and make revisions or modifications to provide acceptable documents within a mutually satisfactory timeframe.

Status Reports are not subject to approval.

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To ensure compliance with the Project Implementation Schedule, Customer is responsible for the review of such documents and providing any comments to CentralSquare within five (5) business days.

4.4.1. Documents Subject to Customer Approval (via signature)

a) Change Orders.

b) Operational Scenario Documents (OSD).

c) Functional Acceptance Test Procedure documents.

d) Task Completion Reports.

4.4.2. Documents Subject to Customer Review not Requiring Approval

Note: The Project Schedule and any changes hereto are to be mutually agreed upon between Customer and CentralSquare.

a) Project Status Reports.

4.4.3. CentralSquare Responsibilities

a) Distribute the documents to Customer.

b) Coordinate the process to consolidate comments and edit documents.

c) Manage the signoff process for applicable documents and the distribution of originals to Customer and CentralSquare for filing.

4.4.4. Customer Responsibilities

a) Review the documents presented and provide the appropriate information back to CentralSquare within five (5) business days for configuration sheets, Change Orders and/or Sales Orders.

b) Review the documents presented and provide the appropriate information back to CentralSquare within five (5) business days for requirements documents defined above. Unless unanticipated changes to the Project Schedule would warrant a shortened turn around.

4.5. Third-Party Management

CentralSquare will be responsible for the management of third parties that have been identified as Subcontractors or executed Change Orders to the Agreement.

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As part of the Subcontractor agreement, all communications between those third parties and Customer will be managed by CentralSquare. Any communication directly between Customer and third parties that may require or imply the promise of a material change in scope or responsibilities will not be acknowledged by CentralSquare unless an appropriate Change Order has been prepared.

Conversely, Customer will be responsible for the management of third parties that CentralSquare is not responsible for. The customer will be responsible for the facilitation of discussions and the acquisition of materials from those third parties that are necessary for the configuration and development of Customer's System.

4.5.1. CentralSquare Responsibilities

a) Assume responsibility for third parties that are the responsibility of CentralSquare within the terms of the Agreement between CentralSquare and Customer.

b) Process any Change Orders that may arise from a material change in scope where third parties are concerned.

c) Inform Customer when configuration and or programming will require interaction and/or documentation from a third party which is not the responsibility of CentralSquare under the Agreement between CentralSquare and Customer.

4.5.2. Customer Responsibilities

a) Work directly through CentralSquare regarding third parties that are the responsibility of CentralSquare.

b) Review, sign and process any Change Orders that may arise from a material change in scope where third parties are concerned.

c) Facilitate interaction between CentralSquare and third parties not the responsibility of CentralSquare to include conference calls, answers to questions and documentation as requested

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5. PROJECT INITIATION AND PLANNING

5.1. Overview

Project Initiation and Planning involves gathering the necessary Project specific information to produce a Project Management Plan and a Project Schedule. In short, Project Planning consists of those processes designated to establish when and how the Project will be implemented while further elaborating on Project Deliverables. Most of the information exchange between Customer and CentralSquare during this process is at a high-level and consists of interaction between both Project Managers and a small group of Project stakeholders.

Major Deliverables for the Project Planning phase are the specific Project Management Plans, and a baseline Project Schedule.

The project must be managed in a manner that will allow for the adjusting of the Project Management Plan and Project Schedule to address the circumstances that affect a project during Project Execution. As a result of these changes during the Project life cycle, Project Planning will overlap each subsequent process during the Project. Typically, Project Planning tasks will decrease in frequency as checkpoints are completed and as the Project nears Go-Live and Project completion.

Note: The Project Schedule is a living document, subject to change during the Project due to several factors such as change in Project scope, scheduling conflicts, delay in approving project documents, resource availability, etc. All changes to the Project Schedule will be discussed between both parties and will be incorporated within a published schedule upon approval from Customer and CentralSquare.

5.1.1. CentralSquare Responsibilities

a) Assign a Project Manager to the Project to participate in Initiation phase activities.

b) Produce required documentation to support Initiation activities.

c) Identify and engage the CentralSquare Project team responsible for carrying out Project Execution.

d) In collaboration with Customer, develop the Project Management Plan (includes the Communication Management Plan, Risk Management Plan, and Change Management Plan).

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e) Baseline the Project Schedule.

f) Prepare and submit the TCRs for Customer acceptance of the Project Management Plan as defined above.

g) Develop and submit invoice for payment due at execution of the Agreement.

5.1.2. Customer Responsibilities

a) Assign a Project Manager for the Project to participate in Initiation phase activities.

b) Identify and engage Customer's Project team.

c) Review and comment on the CentralSquare Project Management Plan and the Project Schedule.

d) Review and comment on CentralSquare provided documentation to support Initiation activities.

e) Approve the TCRs for the Project Management Plan within five (5) business days.

5.2. Project Kickoff

During the planning phase, the CentralSquare Project Manager will hold a Kickoff Meeting with Customer's Project team. During the Kickoff Meeting, the CentralSquare Project Manager will provide an overview of the following:

a) The CentralSquare Execution Process.

b) A high-level description of Project Deliverables.

c) Roles and responsibilities for the Project team members.

d) A high-level review of the preliminary Project Schedule including projected Project milestones and checkpoints.

e) Describe the work that has been either completed, is in progress or is due to begin within the immediate future.

f) Review any project related questions from Customer's team.

5.2.1. CentralSquare Responsibilities

a) Prepare the agenda and set a date for the Kickoff that is convenient to Customer and CentralSquare Team.

b) Distribute any documents that Customer should review in advance of the Kickoff Meeting.

c) Conduct the Kickoff Meeting.

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5.2.2. Customer Responsibilities

a) Work with the CentralSquare Project Manager to facilitate scheduling a date for the Kickoff Meeting.

b) Schedule the appropriate personnel from Customer's team to attend. This should also include key stakeholders that may not participate routinely in Project operations, but who have authority or responsibility over the Project.

c) Provide adequate accommodations to include adequate seating and audio-visual equipment including a projector(s), screen, and whiteboard.

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6. PROJECT EXECUTION

6.1. Overview

Project Execution focuses on the development and delivery of Project Deliverables. Processes will be iterative and consist of 1) a review of Deliverable documents; 2) development, configuration, installation and testing of software and hardware deliverables, and 3) delivery of Project related services such as Project related training. These processes are iterative in nature with several checkpoints to evaluate Project progress and where applicable, to initiate Change Management processes. Each Deliverable has a closing process which consists of specific completion criteria. These Deliverable closing processes are independent from the closing process of the Project.

6.2. System Installation

System installation is one of the early processes in the Project implementation phase and has a significant impact on and critical dependency on several key activities.

Cloud virtual provisioning will be the responsibility of CentralSquare.

6.2.1. Cloud Components

The CentralSquare Cloud Team will provision the CentralSquare software in the Cloud. This will entail a planning meeting with the Customer System/Network Administrator and other CentralSquare staff (Project Manager, Technical Services), configuration of the VPN, advising on network communications, and configuring access to the provisioned system.

The administration services of the Cloud environment are the responsibility of CentralSquare, including support, operation, and maintenance of the underlying infrastructure. Access to any resources by the Customer will not be allowed except through applications and programmatic connections.

6.2.1.1. CentralSquare Responsibilities

a) Host Technical meetings with Customer network\systems administration staff.

b) Provide port, protocol information to Customer for firewall rules.

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c) Provide guidance on routing needed from Customer networks to Cloud environment.

d) Provision Cloud system as necessary.

e) Provide URLs and any other paths for Customer connectivity.

f) Perform connectivity tests with Customer assistance at least one week prior to any workshops.

6.2.1.2. Customer Responsibilities

a) Attend Technical meetings with CentralSquare resources.

b) Acquire ISP connections.

c) Open firewall as directed by CentralSquare Technical staff.

d) Provide routing rules to route traffic through the VPN tunnel as advised by CentralSquare technical staff.

e) Perform connectivity tests with CentralSquare assistance at least one week prior to any workshops.

6.2.2. Implementation Overview of CentralSquare Unify

The CAD-to-CAD Hub is implemented through a series of standard steps and process gates designed to ensure that operational needs are identified, configurations are verified, and tested to validate proper functionality prior to Go-Live.

The implementation includes tasks to be completed by multiple stakeholders including CentralSquare, Customer and agency personnel, and the 3rd party system Provider. The tasks below are an overview and will be refined in a detailed project schedule with the Customer upon project Kickoff.

6.2.2.1. CentralSquare Unify Hub Initial Installation and Configuration

CentralSquare will provide support for the initial system configuration. This will include the following:

a) Installing the database and application server software for the Hub.

b) Once network connections have been established between the servers by the Customer and participating agencies, CentralSquare will establish software connections between each server.

c) Establish each environment such as Test, Training, and Production as set forth in this document and the accompanying Agreement.

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d) Configure the connection parameters for each third-party system connection. Note it is the Customer and participating agencies' responsibility to ensure network connectivity between servers are established.

e) Load initial data mapping sets for the following codes. Note that mapping and translation of these codes is the responsibility of the Customer.
   i. Agency
   ii. Dispatch Centers
   iii. Nature / Response Type
   iv. Unit / Resource
   v. Unit Status
   vi. Unit Type

f) If the project involves joining a new dispatch center to an existing hub or upgrading a publish-only interface to a bi-directional interface, some or all of these steps may have been already completed. The associated Agreement will outline exceptions or additions to these steps.

6.2.2.2. CentralSquare Unify Hub System Setup

The tasks listed under system setup may be executed simultaneously.

CAD Provider Adapter Implementation and Configuration: Includes the installation and configuration of the CAD Provider Adapter by the Provider or by CentralSquare as defined in the SOW, Section 2.6 – Deliverable System Connections on CentralSquare Unify Hub.

Software Installation: Basic server configuration is added for each interface on the CentralSquare server, and the Portal client software is delivered to the Customer and participating agencies. Software installation marks the completion of the system setup tasks.

6.2.2.3. Initial Discovery and Configuration

A discovery phase will take place that will identify site-specific configurations for the Hub. These will be documented in an Operational Scenario Document (OSD) and signed off by the Customer, via a TCR, before the configuration phase begins. Specific configurations may be recorded in the documentation listed below. It is agreed that all shared can be exchanged in an electronic form, such as .PDF, .DOCX, .XLSX, etc. The OSD document will be updated as the agencies are implemented and brough online.

a) List of CAD Codes: The Customer and participating agencies will provide a list of CAD codes and descriptions that will be mapped to those of other CAD systems

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through the Hub. Common codes include incident status, nature, unit status, units, agencies, cities, and jurisdictions.

b) Code Mapping Document: Under the guidance of CentralSquare, the Customer and participating agencies will provide a list of mappings of the CAD Codes provided above to a common code set provided by CentralSquare. The common code set in the Hub facilitates mapping and translation to other agencies' codes, which is the responsibility of the Customer and participating agencies.

c) Test Scenarios: CentralSquare will provide a standardized list of tests for acceptance. Other tests can be suggested by the Customer providing that they are within the scope of the accompanying Agreement. These test scenarios will form the basis of training documentation.

d) Configuration Documentation: Documentation may be added directly into the configuration screens of the Hub and is easily exported as text. This will serve as the primary form of technical documentation.

e) Product Manuals: CAD-to-CAD Administrator's Guide will be provided electronically.

The Customer's Project Manager and Subject Matter Experts play a critical role during this time. Discovery and configuration involve the gathering of business requirements, CAD codes, system configuration including code mappings on the CentralSquare Unify Hub.

The results of the discovery and configuration sessions will be compiled, documented in an Operational Scenarios Document (OSD) and signed off by the Customer, via a TCR, before the configuration phase begins. CentralSquare will provide OSD documentation as appropriate. The OSD document will be updated as the agencies are implemented and brought online.

This task is considered complete upon completion of the customer questionnaire documentation and a joint review between the Customer, the participating agencies and CentralSquare.

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7. CENTRALSQUARE UNIFY TESTING

7.1. Isolated CAD Adapter Testing

CentralSquare and the Customer will develop a mutually agreed upon testing schedule. System testing will be conducted throughout the project in three (3) distinct periods.

The Isolated CAD Adapter Testing will be conducted simultaneously with other implementation tasks and will largely involve CentralSquare Engineers and the Provider implementing its Adapter. This testing will use a CentralSquare Unify Hub Test environment, and test instances of the CAD system and Adapter. CentralSquare will use a CAD simulator to test all aspects of the connection between the Hub and the Provider's Adapter and CAD system. Sample data may be used to demonstrate the ability to view data using the Hub Portal client. Testing support from the Provider and assistance from the Customer and participating agencies are required. The Customer and participating agencies will identify and provide a CAD Administrator that can login to test CAD systems with its Adapter connected to the Hub. The CAD Administrator will work jointly with CentralSquare and the Provider to complete this testing.

At the conclusion of the Isolated CAD Adapter Testing, the connection between the Hub and the Provider's Adapter and CAD system is demonstrated as data is successfully delivered to and visible using the Hub Portal client. This final testing demonstration shall take no more than five (5) hours per agency.

7.2. Provider End-to-End Testing

Provider End-to-End Testing will be conducted when the Isolated CAD Adapter Testing is complete for each CAD system that is required to meet the standard incident and resource sharing requirements. It will involve CentralSquare Engineers, the CAD providers, the Customer, and the participating agencies. If a dependent CAD system is not ready for End-to-End Testing, the testing may proceed using a CAD simulator provided by CentralSquare. CAD Simulator testing does not replace End-to-End Testing with the CAD Provider. The Customer and the participating agencies will need to identify and provide a CAD Administrator that can login to the test CAD systems with its Adapter connected to the Hub. The testing period will be paused for resolution of Go-Live issues as defined in the SOW, Section 9.3 – Functional Acceptance Testing. Defects found in the Adapter for each CAD system may also pause the testing period. CentralSquare, the Customer and the participating agencies will expedite where possible the resolution of any Provider defects.

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At the conclusion of the Provider End-to-End Testing, meeting all the Adapter and CAD Provider testing requirements as defined in the OSD marks the completion of the Provider End-to-End Testing. This final testing demonstration shall take no more than five (5) hours per agency.

7.3. Functional Acceptance Testing (Customer End-to-End Testing)

Once the Provider End-to-End Testing is concluded for each CAD system, Functional Acceptance Testing will be conducted by the Customer, the participating agencies, and the CAD Provider under CentralSquare supervision. Each agency will go through Functional Acceptance Testing when they are ready to connect to the system, so Functional Acceptance Testing may happen multiple times on the same CentralSquare Unify Hub. This final testing event shall take no more than sixteen (16) hours per agency.

It is during the Functional Acceptance Testing that the Customer and the participating agencies, gain close familiarity with the CentralSquare Unify Hub and related functionalities. Expanded Standard Operating Procedures (SOPs) are more fully defined and tested by the Customer and the participating agencies, during this time. This is a Customer driven phase with assistance from CentralSquare. Changes required for Customer and agency SOPs are out of scope unless explicitly agreed.

To confirm that all work has been completed under this SOW and that the system meets the functional requirements of the COTS Hub system, CentralSquare and the Customer will develop a mutually agreed upon functional acceptance test plan that is based on the criteria contained in the Operational Scenario Document (OSD) which will be incorporated during the project into the Unify Test Checklist. The Functional Acceptance Testing process consists of verifying and running standard functions tests in a format designed to verify the functionality of the CentralSquare Unify solution. CentralSquare will work with the Customer and the participating agencies to develop a mutually agreed upon testing schedule for the agencies. Following the completion of the Functional Acceptance Testing, any defects that are raised will be documented by CentralSquare and prioritized as follows:

Priority	**Issue Definition**
Go-Live Issues	Issues in the CAD-to-CAD solution identified during Functional Acceptance Testing with contractually required functionality that must be corrected prior to Go-Live. CentralSquare will research such identified issues and propose a plan for resolution. Go-Live issues will be corrected prior to Go-Live.
Post-Go-Live Issues	Issues in the CAD-to-CAD solution identified during Functional Acceptance Testing with contractually required functionality that can be corrected after Go-Live. The Customer and CentralSquare will mutually agree these issues

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	may be addressed after Go-Live. CentralSquare will provide a reasonable date for resolution of the Post-Go-Live issues.

The Customer will agree to sign off upon the completion of each Functional Acceptance Testing session, acknowledging the delivery and receipt of the testing results, via a TCR. Upon resolution of any Go-Live or Post-Go-Live issues, the failed test(s) will be repeated by the participating agencies under CentralSquare supervision, until resolved. The Customer will agree to sign off on a TCR reflecting the completion of Functional Acceptance Testing when the testing has been completed with no Go-Live issues (i.e., a passing Acceptance Test). Upon completion of Functional Acceptance Testing, preparations for deployment may begin. A migration plan will be defined and executed. The Customer and participating agencies will train their own dispatchers from expanded SOPs defined during the Functional Acceptance Testing.

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8. CENTRALSQUARE UNIFY TRAINING

8.1. Training

Upon completion of the Functional Acceptance Testing, CentralSquare will conduct CentralSquare Unify Hub Administrator training on consecutive weekdays during remote training hours (Monday – Friday, between 8:00am – 5:00pm as determined by the Customer's time zone based on the actual duration of the class) or on consecutive weekdays during onsite training hours (Tuesday – Friday, between 7:00am – 10:00pm as determined by the Customer's time zone based on the actual duration of the class). Alternate training schedules (e.g., Monday class starts for classes that would normally start on a Tuesday, multiple classes per day, evening, and weekend classes) are subject to additional cost.

Training classes are conducted based on the quantities specified in the Agreement. Refer to SOW, Appendix Y – Workshop and Training Summary for a complete listing applicable to this project. CentralSquare and the Customer will develop a mutually agreed upon training schedule for the agencies.

CentralSquare follows a "Train-the-Trainer" approach to training. This method allows in-depth training for key individuals at each agency who will then provide training to the remainder of the users.

a) CentralSquare Unify Hub Administrator Training: CentralSquare will provide Portal Administrator training on how to monitor system health, manage groups and users, and make basic configuration changes. This training will be conducted remotely through a webinar. Participants should not exceed ten (10) per class.

b) Unify User Training: CentralSquare will work with the Customer and agency trainers to advise them on incorporating CAD-to-CAD concepts into their training courses for dispatchers and call takers. However, since the methods for interacting with CAD incident and resource sharing are dependent upon their configuration, training for the End Users is the responsibility of the Customer and the participating agencies. It is expected that Subject Matter Experts (SME's) will be sufficiently familiar with their operational procedures and their CAD configuration to conduct this training for their respective agency.

c) Hub Portal Training Videos: CentralSquare will provide the Customer and the participating agencies with access to training videos on essential Portal features.

d) Training Documentation: Agency specific documentation of local sharing use cases and rules is the responsibility of the Customer and the participating agencies.

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9. CONDUCT CENTRALSQUARE UNIFY PRE-GO-LIVE TASKS

9.1. Pre-Go-Live

After the Customer-led User training is complete, the system is ready for deployment. Preparation for cutover to live operations will be outlined in the Project Schedule and the Go-Live Plan four (4) to six (6) weeks prior to Go-Live. The Go-Live plan includes the overall timeline for the event, products involved, agencies involved, roles and responsibilities, established meeting dates/times, issue reporting and escalation process, transition to support and the communication plan.

9.1.1. Pre Go-Live Tasks:

a) Customer to distribute final version of documentation to participating agencies outlining modifications to standard operating procedures.

b) CentralSquare Project Manager and the Customer will ensure all end user training has been completed, and that all Go-Live deliverables are completed with related TCRs approved.

c) CentralSquare Project Manager will schedule and monitor internal and Customer-facing Go-Live readiness checks during team planning meetings.

d) CentralSquare Project Manager and the Customer Project Manager, along with key resources, will conduct separate planning meetings to draft/approve the Go-Live Plan.

e) CentralSquare Project Manager and the Customer will prepare a Go-Live plan which provides details about the time period for the event, products involved, supportive roles and responsibilities, the overall timeline for the Go-Live, establishes meeting dates/times, the issue reporting and escalation processes, transition to support, and communications plan.

9.1.2. Go-Live Preparation:

CentralSquare and the Customer will draft the CentralSquare Go-Live Authorization Letter for each Go-Live group. The Go-Live Authorization Letter confirms that the system has been installed and tested, and that the Customer agrees to proceed with moving the system to live operation. It acknowledges sufficient user training has been completed, confirms software is functional for a live environment, and that none of the currently identified issues are critical to the Go-Live. Date and time of the Go-Live is memorialized, the participating agencies, along with assurance the Customer technical team and subject matter experts will be available twenty-four (24) hours a day to support the Go-Live unless otherwise noted in the Agreement.

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The Customer is required to review and sign off on the Go-Live Authorization Letter no later than three (3) weeks prior to the scheduled Go-Live date.

9.1.3. Transition Presentation:

CentralSquare will provide a presentation to the Customer to gain familiarity with the Support structure and methodologies. CentralSquare will assist in confirming that representatives designated by the Customer needing access to enter and track support tickets have credentials for CentralSquare access.

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10. CONDUCT CENTRALSQUARE UNIFY GO-LIVE

10.1. Go-Live

Go-Live of the CentralSquare Unify solution for each of the participating agency entities into the Production environment is a highly orchestrated activity that will require resources from both the Customer, any participating agencies, CentralSquare, and the CAD Provider teams. The CentralSquare Unify Hub has the ability to deploy functionality on a case-by-case basis. The migration plan may, for example, first deploy bi-directional unit status updates followed later by automated call sharing.

Go-Lives are conducted on consecutive weekdays (Monday – Friday). Any CentralSquare Go-Live Support that is beyond the amount specified per the Agreement may be subject to an additional cost.

a) "Go-Live" means the event that occurs when Customer first uses a System for Live Operations. A separate Go-Live may take place with respect to each System, each Interface, and each Modification.

b) "Go-Live" means "First use in a non-test bed environment".

The system is brought into production per the Go-Live Plan and the Go-Live Authorization Letter. Go-Live support is provided by CentralSquare as follows:

- Go-Live Support: A total of three (3) consecutive days of remote support will be provided when the Customer goes live with the CentralSquare Unify solution.
- Day 1 - Day 3: Remote Go-Live Support – one (1) Consultant (trainer), eight (8) hours each day, during normal business hours (8:00am to 5:00pm local time).

A TCR will be provided to the Customer for signature upon completion of the Go-Live event and CentralSquare provided support, per the Agreement. During Go-Live, issues are reported and managed by CentralSquare with the Customer's assistance. Upon cessation of Go-Live support by CentralSquare, issues are reported and managed by the Customer.

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11. PROJECT CLOSURE

11.1. Project Closure

Project closure activities commence when all project deliverables have been completed. Support of the systems will be transitioned to CentralSquare's Support and monitored per the Support and Maintenance Agreements.

Major Task	Description
Post Go-Live Project Deliverables	Once complete, ensure CentralSquare project manager will provide TCR to Customer for signoff of completed deliverables.
Final Audit	CentralSquare project manager will perform a final audit to ensure all Contractual obligations have been met. A final TCR will be provided to Customer to confirm the project is completed.
Final Transition	CentralSquare project manager performs final transition of Customer to Support who will become the primary conduit for entry, tracking, and resolution of system issues. Customer interaction is officially handed over from the CentralSquare project manager to the CentralSquare Customer Success Manager (CSM).
Project Closure	CentralSquare project manager performs administrative tasks to archive project documents and close the project.

11.1.1. CentralSquare Responsibilities

a) Perform payment reconciliation, deliver final project TCRs which generate remaining invoices.

b) Transition the CentralSquare point of contact from the Project Manager to the CSM and Customer Support Services Department.

c) Provide continued support based on terms of Agreement.

11.1.2. Customer Responsibilities

a) Provide approval of final Project TCRs within five (5) business days.

b) Process payment of final invoices.

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12. Appendix A – Contracted Modifications to Standard CentralSquare Products

Note: Any changes to the requirements documented in approved System OSDs are subject to Change Order.

There are no product modifications proposed for this project.

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13. Appendix J – CentralSquare Connectivity to Enterprise On-Premise Systems Policy

Customer Managed On-Premise Systems

The BeyondTrust/Bomgar and/or SecureLink remote support solutions shall be the method of remote access to on-premise customer systems and/or data. These solutions meet all requirements as contained in the FBI CJIS Security Policy (Remote Access). Use of either of these solutions enables customer agencies to remain CJIS compliant for purposes of FBI and/or state regulatory agency audits.

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14. Appendix Y – Workshop and Training Summary

Training/Go-Live Deliverable	Quantity	Training(s)/Workshop(s) Included	Remote/Onsite
Initial Discovery, Configuration: Workshop #1: Kickoff, SMS & Questionnaire (one hour, all agencies need to attend the workshop)	1	One (1) hour workshop	Remote
Initial Discovery, Configuration: Workshop #2: Code-Mapping (one hour, all agencies need to attend the workshop)	1	One (1) hour workshop	Remote
Isolated CAD Adapter testing	1	Five (5) hour testing event per agency	Remote
Provider End-to-End testing	1	Five (5) hour testing event per agency	Remote
Functional Acceptance Testing (Customer End-to-End Testing)	1	Sixteen (16) hour testing event per agency	Remote
CAD-to-CAD Hub Portal Console and Administrator Training (all agencies need to attend this training session)	1	Two (2) hour training session	Remote
CentralSquare Unify Go-Live Support Services	1	Three (3) days Go-Live Support - one (1) Consultant, eight (8) hours each day, during normal business hours.	Remote

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EXHIBIT 6

Intentionally Omitted

EXHIBIT 7
Service Level Commitments

The following applies to any CLOUD (non-OPS designated) Software Subscriptions on Exhibit 1 as a cloud hosted Solution.

1. **Service Level Commitments**

A. Availability. During any calendar month, the availability of the Solution shall be no less than 99.9%, excluding scheduled maintenance. CentralSquare shall provide Customer with prompt notification as soon as it becomes aware of any actual or potential unscheduled downtime of the Solution, as well as continual periodic updates during the unscheduled downtime regarding CentralSquare's progress in remedying the unavailability and estimated time at which the Solution shall be available.

B. Measurement. Service availability is measured as the total time that the solutions are available during each calendar month for access by Customer ("Service Availability"). Service Availability measurement shall be applied to the production environment only, and the points of measurement for all monitoring shall be the servers and the internet connections at CentralSquare's hosted environment.

C. Calculation. Service availability for a given month shall be calculated using the following calculation:
   I. The total number of minutes which the service was not available in a given month shall be subtracted from the total number of minutes available in the given month. The resulting figure is divided by the total number of minutes available in the given month.
   II. Service availability targets are subject to change due to the variance of the number of days in a month.
   III. The total number of minutes which the service was not available in a given month shall exclude minutes associated with scheduled or emergency maintenance.

D. Remedy. If the service period target measurement is not met, then the customer shall be entitled to a credit calculated as follows:

Service availability	Credit percentage
Less than 99.9% but greater than or equal to 99.0%	5%
Less than 99.0% but greater than or equal to 95.0%	10%
Less than 95%	20%

Service Availability in the relevant Service Period	**Percentage Reduction in Monthly Fee for the Subsequent Service Period**
Less than 99.9% but greater than or equal to 99.0%	5%
Less than 99.0% but greater than or equal to 95.0%	10%
Less than 95%	20%

E. Credit must be requested by the customer within sixty (60) days of the failed target. Any credit awarded shall be applied to the next applicable invoice. Customer shall not be eligible for credits where customer is more than thirty (30) days past due on their account.

2. Exceptions. The Service Level Commitments and availability stated in this Exhibit do not cover services interruptions or performance issues that are caused by factors outside of CentralSquare or it's hosting partner's control. Such factors may include, but are not limited to:

A. Internet Access. Issues relating to Customer's internet access. Any outages, slowdowns, or other problems related to the internet connection are explicitly disclaimed;

B. Customer's Internal Network Issues. Issues originating from Customer's internal network such as network congestion, network equipment failure, or misconfigurations are explicitly disclaimed;

C. Third-Party Acts. Issues caused by the acts or omissions of third-parties, including providers of internet services, or for issues arising from third-party software or hardware that is not provided by CentralSquare is explicitly disclaimed;

D. Gross Negligence or Willful Misconduct. Issues relating to the failure or delay in performance to the extent caused by the acts or omissions of Customer or its agents constituting gross negligence or willful misconduct are explicitly disclaimed; and,

E. Force Majeure. A force majeure event such as natural disasters, acts of God, or any other cause constituting force majeure are explicitly disclaimed.

3. Server Performance & Capacity. The standard provisioning of storage for the cloud solutions is 1 terabyte. If Customer requests to add additional Software, increase storage or processing requirements, and/or request additional environments, these requests will be evaluated and if additional resources are required to support modifications, additional fees may apply at per unit (gigabyte, hour, license, etc).

4. Non-Production Environments. Included in the subscription fee is access to the training environment during the hours of 8:00am – 4:00pm EST, Monday through Friday. Should the Customer require extended access for items such as internal training, CentralSquare can make exceptions provided that Customer provide reasonable advance written notice. CentralSquare will then work with the Customer to enable access in accordance with an agreed upon schedule.

EXHIBIT 8

Intentionally Omitted

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EXHIBIT 9

Intentionally Omitted

EXHIBIT 10

Intentionally Omitted

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1264231

Date Filed:
02/03/2025

Date Acknowledged:
02/04/2025

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

Superion, LLC a CentralSquare Technologies, LLC Company
Lake Mary, FL 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 (Wilco)

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.

2025128
Superion Q-165119; CAD2CAD Unify Cloud Upgrade

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

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

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

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

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

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

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

Docusign Envelope ID: 91198210-B711-4BE1-A8C2-E3711C5751AF

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
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Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Superion, LLC a CentralSquare Technologies, LLC Company
Lake Mary, FL 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 (Wilco)

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.
2025128
Superion Q-165119; CAD2CAD Unify Cloud Upgrade

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

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

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

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

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

Executed in Seminole County, State of Florida, on the 4th day of February, 2025.
(month) (year)

DocuSigned by:
Ron A. Anderson
D0E15FA2038A4EB...

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **13.**

Meeting Date: 03/04/2025

Authorize Issuing RFP #25RFP34 Employer Group Life Insurance, AD&D, Voluntary Life Insurance, Voluntary Short-Term Disability Insurance, Voluntary Long-Term Disability Insurance, Voluntary Accident Insurance, Voluntary Critical Illness Insurance for Benefits Department

Submitted For: Joy Simonton **Submitted By:** Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for Employer Group Life Insurance, AD&D, Voluntary Life Insurance, Voluntary Short-Term Disability Insurance, Voluntary Long-Term Disability Insurance, Voluntary Accident Insurance, Voluntary Critical Illness Insurance, under RFP #25RFP34.

Background

Williamson County is seeking vendors to provide Employer Group Life Insurance, AD&D, Voluntary Life Insurance, Voluntary Short-Term Disability Insurance, Voluntary Long-Term Disability Insurance, Voluntary Accident Insurance, and Voluntary Critical Illness Insurance. The budgeted amount is $78,000.00. Origination ID #2192. The funding source is 01.0885.0885.004058 and the point of contact is Shelley Loughery.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	02/26/2025 08:37 PM
County Judge Exec Asst.	Delia Colon	02/27/2025 09:02 AM
Form Started By: Johnny Grimaldo		Started On: 02/25/2025 09:47 AM
Final Approval Date: 02/27/2025		

Commissioners Court - Regular Session **14.**

Meeting Date: 03/04/2025

Approval of Service Contract 2#025151 for Jury Seating at JP PCT 1 with Sauder Manufacturing for Facilities Management

Submitted For: Joy Simonton **Submitted By:** Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the purchase and service contract #2025151 with Sauder Manufacturing Company for jury seating including delivery and installation, in the not-to-exceed amount of Fourteen Thousand Seven Hundred Thirty-One Dollars and Seventy-Four Cents ($14,731.74), and exempting this purchase from competitive bidding requirements as per Texas Local Government Code Discretionary Exemption 262.024(a)(7)(D) captive replacement parts or components for equipment and authorizing execution of the contract.

Background

This is to provide materials, delivery, and installation of a Jury Box and Witness chair at the Williamson County Justice of the Peace 1 office, 1801 E. Old Settlers Blvd #100, Round Rock, TX. This is a specific jury box chair that Wilco is using in the county's lifecycle replacement program for furniture. Origination ID #2081. The funding source is 01.0100.1066.004509 and the department point of contact is Christy Matoska.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Service Contract Williamson Co. Justice of the Peace-Revised - FINAL 2.24.25

Form 1295 Sauder Manufacturing Co complete

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	02/26/2025 08:49 PM
County Judge Exec Asst.	Delia Colon	02/27/2025 08:41 AM
Form Started By: Johnny Grimaldo		Started On: 02/25/2025 09:46 AM
Final Approval Date: 02/27/2025		

WILLIAMSON COUNTY
SERVICE CONTRACT

Justice of the Peace 1 – Jury Box &
Witness Chair Refurbishment

(Sauder Manufacturing, Co.)

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

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

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The service includes the work described in the attached Quote(s)/Proposal(s) being marked as **Exhibit "A,"** which is incorporated herein to extent the Quote(s)/Proposal(s) meets or exceeds the requirements of County's solicitation, if appliable

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

Service Provider represents that Service Provider (including Service Provider's agents, employees, volunteers, and subcontractors, as applicable) possess all certifications, licenses, inspections, and permits required by law to carry out the services and work described in **Exhibit "A."** The Service Provider shall, upon written (including electronic) request, provide proof of valid

licensure.

II.

Effective Date and Term: This Contract shall be in full force and effect as of the date of the last party's execution below ("Effective Date") 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 **six (6) months from the Effective Date**, however 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.

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum as set out in Exhibit "A." The not-to-exceed amount shall be Fourteen Thousand Seven Hundred Thirty-One Dollars and Seventy-Four Cents ($14,731.74.).

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

The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes under Tex. Tax Code Ann. §151.309, as amended. The County agrees to provide exemption certificates to Service Provider upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Service Provider for the supplies or products provided or any Services rendered.

IV.

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

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

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

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

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

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

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

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

V.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with the County, nor shall Service Provider hold itself out as an agent or official representative of the County. Service

Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense, or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

VI.

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

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

VII.

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

VIII.

Compliance With All Laws: Service Provider agrees and will comply with all local, state, or federal requirements with respect to the services rendered. Any alterations, additions, or

deletions to the terms of the Contract that are required by changes in federal, state, or local law or regulations are automatically incorporated into the Contract without written amendment hereto and shall become effective on the date designed by such law or by regulation.

IX.

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

X.

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

XI.

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

XII.

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

XIII.

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

XIV.

No Assignment: Service Provider may not assign this Contract.

XV.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access

confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XVI.

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

XVII.

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

XVIII.

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

XIX.

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

XX.

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

XXI.

Entire Contract & Incorporated Documents; Conflicting Terms: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this

Contract include the following:

A. Proposal marked **Exhibit "A"**;
B. Ten (10) Year Warranty
C. Insurance certificates evidencing coverages required herein above.

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

XXII.

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

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

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
County Judge/Presiding Officer

Date: _____ ____, 20____

SERVICE PROVIDER:

Sauder Manufacturing Co.
Name of Service Provider

Bradley T. Roth
Authorized Signature

Bradley Roth
Printed Name

Date: _____ ____, 20____

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Feb 24 2025 Time: 4:05 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Feb 24 2025 Time: 10:18 am

Exhibit "A"
Quote/Proposal

SAUDER
COURTROOM FURNITURE

QUOTE

To: Tommy Crockett
From: Ben Bradshaw
Date: January 27, 2025
Re: JP1, Round Rock TX

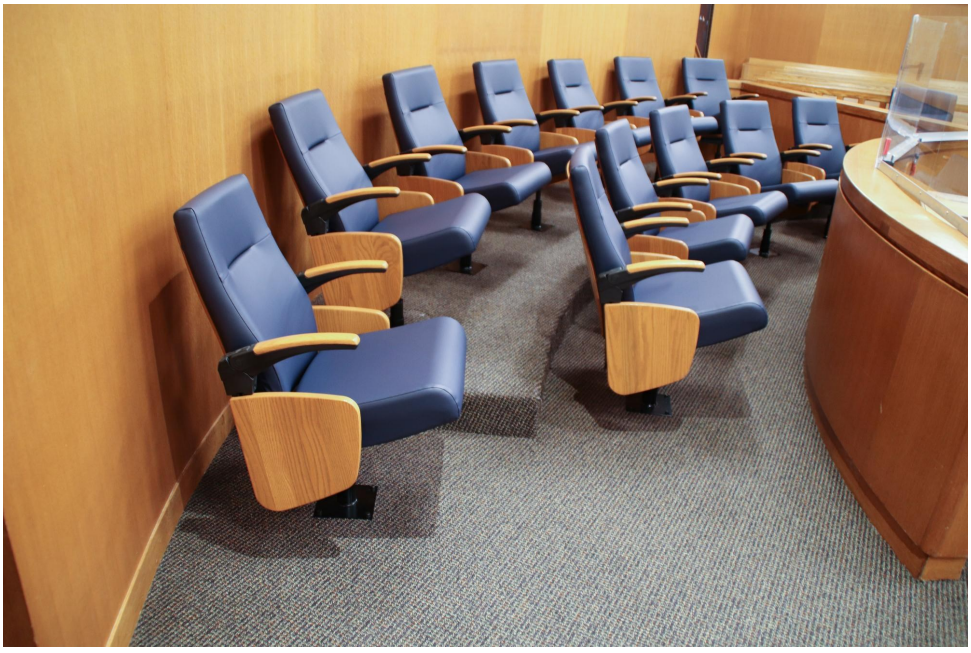
Clarity Jury Chairs: 6 Chairs in Jury box and 1 Witness chair

- Fabric is blue vinyl as used in other courtrooms: Mayer Durango Sapphire (other options available)
- Wood back outer panel
- Wood side panels with wood capped flip-up arms
- Self centering swivel base

Total jury chairs, delivered and installed.....$14,731.74

Note: Wood species to be Oak to match grain in JP1. Stain color to be selected from Sauder standard colors. Custom stain match available for $400 job charge.

~~*Terms: 30% down, balance upon completion*~~
Lead time: 24 weeks
Warranty: 10 years



Ben Bradshaw
Phone: 800-310-5556
Bradshaw Sales, Inc.
ben@bradshawsales.com

SAUDER®
MANUFACTURING CO.

Addendum to Service Contract

PURCHASER: Williamson County, Texas 1801 E Settlers Blvd #100, Round Rock, TX 78664

PROJECT / LOCATION: Justice of the Peace 1 – Jury Box & Witness Chair Refurbishment 1801 E Settlers Blvd #100, Round Rock, TX 78664

Sauder® Manufacturing Co. (SMC) and the Purchaser/Contractor identified herein ("Purchaser"), agree that this Addendum is incorporated into the Agreement for Construction Services (the "Agreement"), which is attached, and the Parties thereto understand and agree to the terms set forth in this Addendum (and/or such terms in the Agreement, that may be modified and initialed by the Parties). It is understood and agreed that anything to the contrary notwithstanding this Addendum, which is incorporated into the Agreement of the Parties, shall take precedence over any inconsistent provisions of the Agreement and any other documents in any way related to same. Purchaser's acceptance of the terms of this Addendum shall be evidenced by Purchaser's signature or by permitting SMC to commence work on the Project. The Parties agree to include SMC Addendum terms, if any, and order/quote if a subcontract or MSA is involved. Sauder® Manufacturing Co. includes Sauder Worship Seating, Sauder Courtroom Furniture, and any affiliate, predecessor, or successor entities. Acceptance of these terms shall be evidenced by signatures and/or Sauder® Manufacturing Co. commencing work on this Project.

HOLD HARMLESS RESTRICTION

Any indemnification or hold harmless obligation of SMC extends only to claims caused by the gross negligence or intentional fraudulent acts of SMC, their employees, and their sub-subcontractors. Claims are defined as any relating to bodily injury and property damage (other than to SMC's work). SMC shall not have a duty to defend. This paragraph does not, however, restrict the obligations of SMC, if any, to indemnify Purchaser against intellectual property infringement claims, or against claims for payment for work for which SMC has been paid.

LIQUIDATED DAMAGES

SMC will not pay liquidated damages under any circumstances.

INSURANCE RESTRICTION

SMC will review all requests to name additional insureds to its general liability insurance policy or to waive subrogation for claims covered by workers' compensation or commercial general liability insurance. SMC shall maintain insurance with coverage and limits only as provided by SMC's existing insurance program as shown by its certificate of insurance available upon request. SMC shall not participate in a consolidated insurance program ("CIP", "OCIP", and "CDIP").

FINANCIAL INFORMATION

Purchaser shall provide SMC with a job information sheet, which details the legal description of the property, name, e-mail address, phone number, street address, representative of the Project Owner, ~~evidence of adequate Owner Project financing~~, and a copy of Purchaser's (and/or any other applicable) payment bond and performance bond for the Project, if any. Purchaser shall promptly notify SMC of material changes in the Project Owner's identity or any financial

arrangements or matters in any way related to the Project. SMC shall not be obligated to commence or continue work absent prepayment as may be demanded by SMC and made by Purchaser, or adequate assurance of payment as requested by SMC and given by Purchaser. Purchaser waives any right to assert any breach of the Agreement and/or this Addendum against SMC if prepayment is demanded by SMC and is not made by Purchaser, or such adequate assurance of payment is requested by SMC and not given by Purchaser.

PAYMENT TERMS

Credit will be established based upon SMC's determination of the creditworthiness of Purchaser and the financial soundness of the Project. A deposit or prepayment may be required on certain accounts after credit review. SMC uses invoices or progress payments to request payments. The invoice and/or the Order Acknowledgment, if applicable will designate payment terms. Standard payment terms are net thirty (30) days from the invoice/pay application date. No order will be released for production without credit approval from the Credit Department. SMC may, at its option and without notice, lower or terminate the credit limit granted and request advance payment if SMC discovers that there is reasonable evidence of a substantial decline in the creditworthiness of Purchaser. Purchaser understands and agrees it is responsible for all charges on the account or amounts that come due in connection with the Agreement and Addendum. All payments due to SMC shall be paid without any set-off or claim. SMC will not accept joint checks. This order may be subject to a price increase after receipt of signed quote, order, order contract, purchase order, and/or subcontract.

Purchaser agrees to pay a service charge of 1.5 percent per month from the due date until paid or the maximum rated by law, whichever is less; and all costs of collection, including reasonable attorney's fees, fees of expert witnesses, deposition costs, and all other court costs, shall be paid by Purchaser. A past-due account is an account that remains unpaid for more than thirty (30) days from SMC installation sign-off. SMC does not accept the risk of Purchaser's receipt of payments from any source, and in no event will payments to SMC be based upon, or subject to, Purchaser's receipt of payment for SMC's work. Furthermore, payment to SMC is in no way contingent upon Purchaser being paid as it may relate to the Project. Payment is expected from Purchaser when due or as otherwise determined by SMC. Until such time that an account, order, and/or any amounts that shall be paid to SMC in connection with the Agreement and Addendum is/are paid in full to SMC, SMC shall retain a security interest in and lien on all materials, merchandise, furnishings, and/or goods manufactured, provided, delivered, or otherwise on said account, order, and/or the Agreement and Addendum. Purchaser understands and agrees that it shall notify the Project Owner in writing of SMC's retained security interest on all materials, merchandise, furnishings, and/or goods manufactured, provided, and delivered, whether or not such materials, merchandise, furnishings, and/or goods manufactured have been installed as part of the Project.

SMC reserves and may exercise any and all rights and remedies with respect to said materials, merchandise, furnishings, and/or goods against Purchaser, any applicable bonds, and/or any individual or entity in possession of or claiming an interest in said materials, merchandise, furnishings and/or goods, including but not limited to demanding assembly of the goods at the direction of SMC, re-taking possession and selling and applying proceeds of any sale toward the account, and/or filing claims or suit. All charges are payable according to these terms and conditions unless otherwise prearranged and agreed to in writing by SMC. Title to all goods shall pass from SMC to Purchaser upon SMC's receipt of payment in full under this Contract or any change thereof. Delivery is FOB destination. Risk of loss or damage to the goods becomes the responsibility of Purchaser upon delivery.

RETAINAGE

SMC's work is completed upon installation and sign-off by Purchaser. Retainage shall be paid in full within seven (7) days of SMC installation sign-off or interest shall accrue as provided for late payments.

LEAD TIME

The following applies to and supersedes any and all reference to schedules, lead times, commencement of work, crew size, or completion dates: SMC will make every reasonable attempt to work with Purchaser with regard to the work schedule. SMC does have a standard time to be available on-site for installation. These details will include, but are not limited to, receipt of CAD file drawings, drawing approvals, field measurement verification, and/or specs and any unresolved detail such as pew specs, i.e., model, color, materials, etc. SMC shall then issue a 2-week window for the install to coincide with the Project Schedule. SMC pricing includes a two-man crew that can install either 1000 linear feet of pews/benches per week or 800 auditorium seats per week. Pricing is for the installation of the entire order at the same time; multiple trips are not included. Additional manpower requests will be considered but may result in additional cost/charge to Purchaser.

STORAGE FEES

If Goods are ready for shipment according to the terms of the Order Acknowledgment or subsequent change order, and Purchaser cannot receive as stated, the Goods may, at SMC's discretion, be shipped to storage facilities or put in storage at Purchaser's expense. SMC reserves the right to deny storage of the Goods due to lack of available space. Storage fees are 5% of the purchase price per month. These changes can, at SMC's option, be added to the order total amount due or invoiced separately. Storage fees are changes to the order as defined in Section 13 below. All storage fees are required to be paid in full before ship. All risk of damage, destruction, theft, or loss while in storage shall be the responsibility of Purchaser.

SITE CONDITIONS

The space must be climate-controlled and not affected by outside weather conditions. Permanent utilities must be operational and carpet and/or any flooring must be completed. In addition, any of the other contractors must not interfere with the unloading, staging, or installation process including any overhead electrical, lighting, painting projects, or any other work that would interfere with the placement of the pews into their permanent locations. Failure to have the site ready for installation may result in additional costs to the Owner not previously shown on the contract.

ORDER ACKNOWLEDGMENT

Orders are not binding until the Order Acknowledgment is delivered. The Order Acknowledgment, which relates to the acceptance of the order/contract, and which is sent after the order/contract, contemplates delivery dates and estimated installation completion. Any error or discrepancy on the Acknowledgment must be reported to SMC in writing within three (3) working days from the receipt of the Acknowledgment. All modifications to the Acknowledgment must be reconfirmed and signed by SMC. Cashing a down payment check does not constitute acceptance.

PREVAILING PARTY

In the event that any litigation or other dispute resolution proceeding is commenced, involving, arising out of, or relating to the Agreement and this Addendum, then the Prevailing Party shall be entitled to an award of taxable court costs, other related but nontaxable costs, and expenses, reasonable attorney's and/or expert fees, and pre-judgment interest as set forth above, from the time that the proceeding was commenced until all appeals are final, if any. The Arbiter or Finder of Fact shall expressly determine the Prevailing Party. This paragraph shall apply where the proceeding seeks a declaration of rights, damages for default, and damages for misrepresentation or other legal or equitable remedies.

VENUE

The proper venue to resolve all disputes arising under the Agreement shall be the State of Ohio, County of Fulton, and no other forum, and the laws of said place shall govern all such disputes.

CHANGES AND CLAIMS

SMC shall be entitled to equitable adjustments of its schedule and contract price for (a) delays, acceleration, out-of-sequence work, and schedule changes beyond its reasonable control including, without limitation, (b) a Force Majeure Event as defined in Section 14, those caused by labor unrest, fires, acts of nature, wars, or suspensions, or delays caused by Purchaser or others; (c) extra work it performs in accordance with the subcontract documents; and (d) extra work it performs pursuant to written or verbal instructions of Purchaser, provided that SMC gives Purchaser notice (except in an emergency threatening bodily injury or loss of property), prior to starting such extra work, identifying the date and source of the instructions considered as requesting extra work.

FORCE MAJEURE

Neither Party shall be liable for failure or delay in performing any term of this Agreement when and to the extent such failure or delay results from the acts beyond the affected Party's reasonable control, including, without limitation, acts of God, acts of terrorism, acts of governmental authorities, flood, fire, pandemics, or explosion ("Force Majeure Event"). In the event that either Party's performance is delayed, or such Party fails to perform its obligations under this Agreement due to a Force Majeure Event, such Party shall (i) promptly notify the other Party in writing of such Force Majeure Event and its expected duration, and (ii) take all reasonable steps to recommence performance of its obligations under this Agreement as soon as possible. In the event that any Force Majeure Event delays a Party's performance for more than thirty (30) days following the notification then, pursuant to this Agreement, the other Party may terminate this Agreement immediately upon written notice to such Party.

SCHEDULING CONFLICTS

In the event there are scheduling conflicts between the Parties, SMC's Order Acknowledgment will prevail. SMC's Order Acknowledgment will be sent after the Agreement is negotiated and fully executed by both Parties. The Order Acknowledgement relates to the acceptance of the order. The delivery and installation dates on the Order Acknowledgment will be the dates for which SMC can deliver and install on the Project.

PRICE

This order may be subject to a price increase if delivery is not taken from twelve (12) months after receipt of signed order contract, receipt of subcontract, and/or receipt of signed purchase order.

WOOD VARIATIONS

Finish colors may include slight variations between samples and the finished goods should be anticipated. Wood and wood veneers have natural variations in grain, texture, and color. Because of the natural characteristics of wood, slight variations in color may appear under various forms of lighting. These variations will not be accepted by Sauder Manufacturing Co. as a reason to withhold payment.

The undersigned person represents and warrants that they are duly authorized and have the legal capacity to execute and bind Purchaser. By signing below, Purchaser agrees to purchase the goods as stated in the quote/order and agrees it represents a contract for sale. Furthermore, Purchaser represents and warrants the execution and performance of this Agreement has been duly authorized and is a valid and legal agreement enforceable in accordance with the SMC Addendum terms and conditions. The Parties agree to include the SMC Addendum terms, if any, and order/quote if a subcontract or MSA is involved.

Sauder® Manufacturing Co. includes Sauder Worship Seating, Sauder Courtroom Furniture, and any affiliate, predecessor, or successor entities. Acceptance of these terms shall be evidenced by signatures and/or Sauder® Manufacturing Co. commencing work on this Project.

Sauder® Manufacturing Co.

NAME: Bradley T. Roth

SIGNATURE: Bradley T. Roth

TITLE: VP - Finance

DATE: 02/24/2025

Williamson County, Texas

NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1265442

Date Filed:
02/05/2025

Date Acknowledged:

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

Sauder Manufacturing Co.
Archbold, OH United States

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

Williamson County, Texas

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

4509.1066.005
Furnish and install 6 chairs in jury box and 1 witness chair

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

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

[redacted]

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

My address is [redacted] (street), [redacted] (city), OH (state), 43502 (zip code), USA (country).

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

Executed in Fulton County, State of Ohio, on the 5th day of February (month), 20 25 (year).

Bradley T. Roth
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1265442

Date Filed:
02/05/2025

Date Acknowledged:
02/18/2025

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

Sauder Manufacturing Co.
Archbold, OH United States

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

Williamson County, Texas

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

4509.1066.005
Furnish and install 6 chairs in jury box and 1 witness chair

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

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

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

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

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

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

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

Commissioners Court - Regular Session **15.**

Meeting Date: 03/04/2025

Approval of Service Contract #2025152 for Jury Seating in Two Courtrooms at CJC with Sauder Manufacturing for Facilities Management

Submitted For: Joy Simonton **Submitted By:** Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the purchase and service contract #2025152 with Sauder Manufacturing Company for jury seating including delivery and installation, in the not-to-exceed amount of Thirty-Five Thousand Three Hundred Five Dollars ($35,305.00), and exempting this purchase from competitive bidding requirements as per Texas Local Government Code Discretionary Exemption 262.024(a)(7)(D) captive replacement parts or components for equipment and authorizing execution of the contract.

Background

This is to provide materials, delivery, and installation of chairs at 227th and 395th at the Williamson County Justice Center, 405 MLK Georgetown, TX. This is a specific jury box chair that Wilco is using in the county's lifecycle replacement program for furniture. Origination ID #2082. The funding source is 01.0100.1066.004509 and the department point of contact is Christy Matoska.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

277th & 395th Court Refurbishments-Sauder Manufacturing_Revised - Final 2.24.25

Form 1295 Sauder Manufacturing Complete

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	02/26/2025 08:43 PM
County Judge Exec Asst.	Delia Colon	02/27/2025 08:42 AM
Form Started By: Johnny Grimaldo		Started On: 02/25/2025 09:46 AM
Final Approval Date: 02/27/2025		

WILLIAMSON COUNTY
SERVICES AND PURCHASE CONTRACT

Sauder Manufacturing, Co.
Justice Center 277th and 395th Court Refurbishment

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 **Sauder Manufacturing, Co.** (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(s)/Proposal(s) 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 ("Effective Date") 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 **six (6) months from the Effective Date**, however 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 as set out in Exhibit "A." The not-to-exceed amount shall be Thirty-Five Thousand Three Hundred Five Dollars ($35,305).

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. Proposal marked **Exhibit "A"**;
B. Suder Addendum to Subcontract Agreement marked **Exhibit "B"**
C. Ten (10) Year Warranty
D. 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:

Sauder Manufacturing, Co.
Name of Service Provider

Bradley T. Roth
Authorized Signature

Bradley Roth
Printed Name

Date: _____ _____, 20___

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Feb 24 2025 Time: 5:00 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Feb 24 2025 Time: 10:08 am

Exhibit "A"
Quote/Proposal

SAUDER
COURTROOM FURNITURE

QUOTE

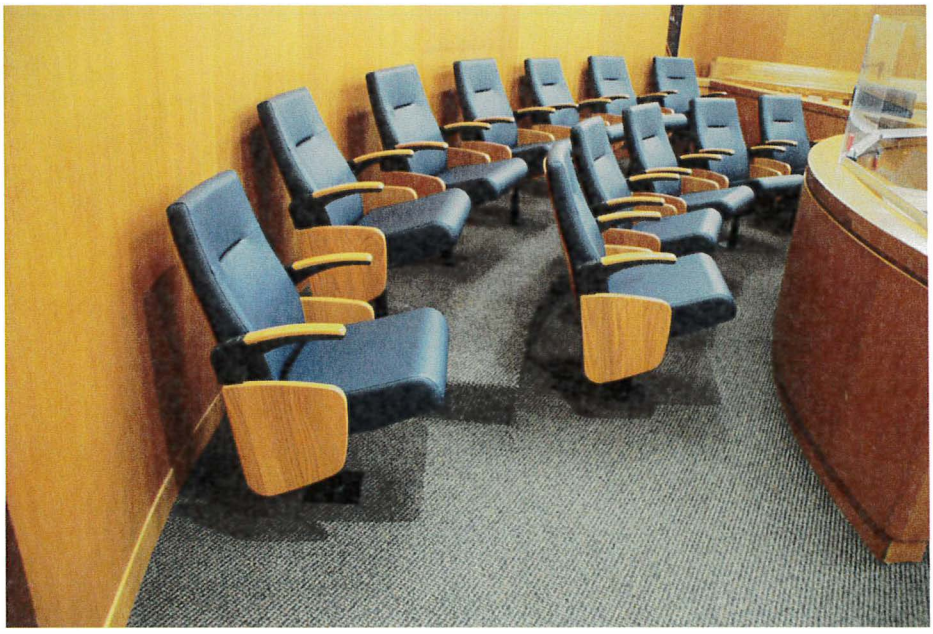
To: Tommy Crockett
From: Ben Bradshaw
Date: January 22, 2025
Re: Two courtrooms: 277th 395th

Clarity Jury Chairs: 24 Chairs in two courtrooms

- Fabric is blue vinyl as used in other courtrooms: Mayer Durango Sapphire (other options available)
- Wood back outer panel
- Wood side panels with wood capped flip-up arms
- Self centering swivel base

Total jury chairs, delivered and installed.....$35,305

~~*Terms: 30% down, balance upon completion*~~
Lead time: 24 weeks
Warranty: 10 years



Ben Bradshaw
Phone: 800-310-5556
Bradshaw Sales, Inc.
ben@bradshawsales.com

SAUDER® MANUFACTURING CO.

Addendum to Subcontract Agreement

PURCHASER: Williamson County, Texas 1801 E Settlers Blvd #100, Round Rock, TX 78664

PROJECT / LOCATION: Justice Center 277th & 395th Court Refurbishments 1801 E Settlers Blvd #100, Round Rock, TX 78664

Sauder® Manufacturing Co. (SMC) and the Purchaser/Contractor identified herein ("Purchaser"), agree that this Addendum is incorporated into the Agreement for Construction Services (the "Agreement"), which is attached, and the Parties thereto understand and agree to the terms set forth in this Addendum (and/or such terms in the Agreement, that may be modified and initialed by the Parties). It is understood and agreed that anything to the contrary notwithstanding this Addendum, which is incorporated into the Agreement of the Parties, shall take precedence over any inconsistent provisions of the Agreement and any other documents in any way related to same. Purchaser's acceptance of the terms of this Addendum shall be evidenced by Purchaser's signature or by permitting SMC to commence work on the Project. The Parties agree to include SMC Addendum terms, if any, and order/quote if a subcontract or MSA is involved. Sauder® Manufacturing Co. includes Sauder Worship Seating, Sauder Courtroom Furniture, and any affiliate, predecessor, or successor entities. Acceptance of these terms shall be evidenced by signatures and/or Sauder® Manufacturing Co. commencing work on this Project.

HOLD HARMLESS RESTRICTION

Any indemnification or hold harmless obligation of SMC extends only to claims caused by the gross negligence or intentional fraudulent acts of SMC, their employees, and their sub-subcontractors. Claims are defined as any relating to bodily injury and property damage (other than to SMC's work). SMC shall not have a duty to defend. This paragraph does not, however, restrict the obligations of SMC, if any, to indemnify Purchaser against intellectual property infringement claims, or against claims for payment for work for which SMC has been paid.

LIQUIDATED DAMAGES

SMC will not pay liquidated damages under any circumstances.

INSURANCE RESTRICTION

SMC will review all requests to name additional insureds to its general liability insurance policy or to waive subrogation for claims covered by workers' compensation or commercial general liability insurance. SMC shall maintain insurance with coverage and limits only as provided by SMC's existing insurance program as shown by its certificate of insurance available upon request. SMC shall not participate in a consolidated insurance program ("CIP", "OCIP", and "CDIP").

FINANCIAL INFORMATION

Purchaser shall provide SMC with a job information sheet, which details the legal description of the property, name, e-mail address, phone number, street address, representative of the Project Owner, ~~evidence of adequate Owner Project financing~~, and a copy of Purchaser's (and/or any other applicable) payment bond and performance bond for the Project, if any. Purchaser shall promptly notify SMC of material changes in the Project Owner's identity or any financial

arrangements or matters in any way related to the Project. SMC shall not be obligated to commence or continue work absent prepayment as may be demanded by SMC and made by Purchaser, or adequate assurance of payment as requested by SMC and given by Purchaser. Purchaser waives any right to assert any breach of the Agreement and/or this Addendum against SMC if prepayment is demanded by SMC and is not made by Purchaser, or such adequate assurance of payment is requested by SMC and not given by Purchaser.

PAYMENT TERMS

Credit will be established based upon SMC's determination of the creditworthiness of Purchaser and the financial soundness of the Project. A deposit or prepayment may be required on certain accounts after credit review. SMC uses invoices or progress payments to request payments. The invoice and/or the Order Acknowledgment, if applicable will designate payment terms. Standard payment terms are net thirty (30) days from the invoice/pay application date. No order will be released for production without credit approval from the Credit Department. SMC may, at its option and without notice, lower or terminate the credit limit granted and request advance payment if SMC discovers that there is reasonable evidence of a substantial decline in the creditworthiness of Purchaser. Purchaser understands and agrees it is responsible for all charges on the account or amounts that come due in connection with the Agreement and Addendum. All payments due to SMC shall be paid without any set-off or claim. SMC will not accept joint checks. This order may be subject to a price increase after receipt of signed quote, order, order contract, purchase order, and/or subcontract.

Purchaser agrees to pay a service charge of 1.5 percent per month from the due date until paid or the maximum rated by law, whichever is less; and all costs of collection, including reasonable attorney's fees, fees of expert witnesses, deposition costs, and all other court costs, shall be paid by Purchaser. A past-due account is an account that remains unpaid for more than thirty (30) days from SMC installation sign-off. SMC does not accept the risk of Purchaser's receipt of payments from any source, and in no event will payments to SMC be based upon, or subject to, Purchaser's receipt of payment for SMC's work. Furthermore, payment to SMC is in no way contingent upon Purchaser being paid as it may relate to the Project. Payment is expected from Purchaser when due or as otherwise determined by SMC. Until such time that an account, order, and/or any amounts that shall be paid to SMC in connection with the Agreement and Addendum is/are paid in full to SMC, SMC shall retain a security interest in and lien on all materials, merchandise, furnishings, and/or goods manufactured, provided, delivered, or otherwise on said account, order, and/or the Agreement and Addendum. Purchaser understands and agrees that it shall notify the Project Owner in writing of SMC's retained security interest on all materials, merchandise, furnishings, and/or goods manufactured, provided, and delivered, whether or not such materials, merchandise, furnishings, and/or goods manufactured have been installed as part of the Project.

SMC reserves and may exercise any and all rights and remedies with respect to said materials, merchandise, furnishings, and/or goods against Purchaser, any applicable bonds, and/or any individual or entity in possession of or claiming an interest in said materials, merchandise, furnishings and/or goods, including but not limited to demanding assembly of the goods at the direction of SMC, re-taking possession and selling and applying proceeds of any sale toward the account, and/or filing claims or suit. All charges are payable according to these terms and conditions unless otherwise prearranged and agreed to in writing by SMC. Title to all goods shall pass from SMC to Purchaser upon SMC's receipt of payment in full under this Contract or any change thereof. Delivery is FOB destination. Risk of loss or damage to the goods becomes the responsibility of Purchaser upon delivery.

RETAINAGE

SMC's work is completed upon installation and sign-off by Purchaser. Retainage shall be paid in full within seven (7) days of SMC installation sign-off or interest shall accrue as provided for late payments.

LEAD TIME

The following applies to and supersedes any and all reference to schedules, lead times, commencement of work, crew size, or completion dates: SMC will make every reasonable attempt to work with Purchaser with regard to the work schedule. SMC does have a standard time to be available on-site for installation. These details will include, but are not limited to, receipt of CAD file drawings, drawing approvals, field measurement verification, and/or specs and any unresolved detail such as pew specs, i.e., model, color, materials, etc. SMC shall then issue a 2-week window for the install to coincide with the Project Schedule. SMC pricing includes a two-man crew that can install either 1000 linear feet of pews/benches per week or 800 auditorium seats per week. Pricing is for the installation of the entire order at the same time; multiple trips are not included. Additional manpower requests will be considered but may result in additional cost/charge to Purchaser.

STORAGE FEES

If Goods are ready for shipment according to the terms of the Order Acknowledgment or subsequent change order, and Purchaser cannot receive as stated, the Goods may, at SMC's discretion, be shipped to storage facilities or put in storage at Purchaser's expense. SMC reserves the right to deny storage of the Goods due to lack of available space. Storage fees are 5% of the purchase price per month. These changes can, at SMC's option, be added to the order total amount due or invoiced separately. Storage fees are changes to the order as defined in Section 13 below. All storage fees are required to be paid in full before ship. All risk of damage, destruction, theft, or loss while in storage shall be the responsibility of Purchaser.

SITE CONDITIONS

The space must be climate-controlled and not affected by outside weather conditions. Permanent utilities must be operational and carpet and/or any flooring must be completed. In addition, any of the other contractors must not interfere with the unloading, staging, or installation process including any overhead electrical, lighting, painting projects, or any other work that would interfere with the placement of the pews into their permanent locations. Failure to have the site ready for installation may result in additional costs to the Owner not previously shown on the contract.

ORDER ACKNOWLEDGMENT

Orders are not binding until the Order Acknowledgment is delivered. The Order Acknowledgment, which relates to the acceptance of the order/contract, and which is sent after the order/contract, contemplates delivery dates and estimated installation completion. Any error or discrepancy on the Acknowledgment must be reported to SMC in writing within three (3) working days from the receipt of the Acknowledgment. All modifications to the Acknowledgment must be reconfirmed and signed by SMC. Cashing a down payment check does not constitute acceptance.

PREVAILING PARTY

In the event that any litigation or other dispute resolution proceeding is commenced, involving, arising out of, or relating to the Agreement and this Addendum, then the Prevailing Party shall be entitled to an award of taxable court costs, other related but nontaxable costs, and expenses, reasonable attorney's and/or expert fees, and pre-judgment interest as set forth above, from the time that the proceeding was commenced until all appeals are final, if any. The Arbiter or Finder of Fact shall expressly determine the Prevailing Party. This paragraph shall apply where the proceeding seeks a declaration of rights, damages for default, and damages for misrepresentation or other legal or equitable remedies.

VENUE

The proper venue to resolve all disputes arising under the Agreement shall be the State of Ohio, County of Fulton, and no other forum, and the laws of said place shall govern all such disputes.

CHANGES AND CLAIMS

SMC shall be entitled to equitable adjustments of its schedule and contract price for (a) delays, acceleration, out-of-sequence work, and schedule changes beyond its reasonable control including, without limitation, (b) a Force Majeure Event as defined in Section 14, those caused by labor unrest, fires, acts of nature, wars, or suspensions, or delays caused by Purchaser or others; (c) extra work it performs in accordance with the subcontract documents; and (d) extra work it performs pursuant to written or verbal instructions of Purchaser, provided that SMC gives Purchaser notice (except in an emergency threatening bodily injury or loss of property), prior to starting such extra work, identifying the date and source of the instructions considered as requesting extra work.

FORCE MAJEURE

Neither Party shall be liable for failure or delay in performing any term of this Agreement when and to the extent such failure or delay results from the acts beyond the affected Party's reasonable control, including, without limitation, acts of God, acts of terrorism, acts of governmental authorities, flood, fire, pandemics, or explosion ("Force Majeure Event"). In the event that either Party's performance is delayed, or such Party fails to perform its obligations under this Agreement due to a Force Majeure Event, such Party shall (i) promptly notify the other Party in writing of such Force Majeure Event and its expected duration, and (ii) take all reasonable steps to recommence performance of its obligations under this Agreement as soon as possible. In the event that any Force Majeure Event delays a Party's performance for more than thirty (30) days following the notification then, pursuant to this Agreement, the other Party may terminate this Agreement immediately upon written notice to such Party.

SCHEDULING CONFLICTS

In the event there are scheduling conflicts between the Parties, SMC's Order Acknowledgment will prevail. SMC's Order Acknowledgment will be sent after the Agreement is negotiated and fully executed by both Parties. The Order Acknowledgement relates to the acceptance of the order. The delivery and installation dates on the Order Acknowledgment will be the dates for which SMC can deliver and install on the Project.

PRICE

This order may be subject to a price increase if delivery is not taken from twelve (12) months after receipt of signed order contract, receipt of subcontract, and/or receipt of signed purchase order.

WOOD VARIATIONS

Finish colors may include slight variations between samples and the finished goods should be anticipated. Wood and wood veneers have natural variations in grain, texture, and color. Because of the natural characteristics of wood, slight variations in color may appear under various forms of lighting. These variations will not be accepted by Sauder Manufacturing Co. as a reason to withhold payment.

The undersigned person represents and warrants that they are duly authorized and have the legal capacity to execute and bind Purchaser. By signing below, Purchaser agrees to purchase the goods as stated in the quote/order and agrees it represents a contract for sale. Furthermore, Purchaser represents and warrants the execution and performance of this Agreement has been duly authorized and is a valid and legal agreement enforceable in accordance with the SMC Addendum terms and conditions. The Parties agree to include the SMC Addendum terms, if any, and order/quote if a subcontract or MSA is involved.

Sauder® Manufacturing Co. includes Sauder Worship Seating, Sauder Courtroom Furniture, and any affiliate, predecessor, or successor entities. Acceptance of these terms shall be evidenced by signatures and/or Sauder® Manufacturing Co. commencing work on this Project.

Sauder® Manufacturing Co.

NAME: Bradley T. Roth

SIGNATURE: Bradley T. Roth

TITLE: VP - Finance

DATE: 02/24/2025

Williamson County, Texas

NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1265435

Date Filed:
02/05/2025

Date Acknowledged:

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

Sauder Manufacturing Co.
Archbold, OH United States

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

Williamson County, Texas

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

4509.1009.013
Furnish and install 24 Clarity Jury Chairs

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

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

[redacted]

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

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

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

Executed in Fulton County, State of Ohio, on the 5th day of February (month), 20 25 (year).

Bradley T. Roth
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1265435

Date Filed:
02/05/2025

Date Acknowledged:
02/25/2025

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

Sauder Manufacturing Co.
Archbold, OH United States

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

Williamson County, Texas

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

4509.1009.013
Furnish and install 24 Clarity Jury Chairs

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

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

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

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

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

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

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

Commissioners Court - Regular Session **16.**

Meeting Date: 03/04/2025

Garver 24RFSQ8 R&B WA1 SA2 On Call Development Review Services

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No 2 to Work Authorization No 1 under the Williamson County Contract between Garver, LLC and Williamson County dated March 5, 2024, for Development Review Services. Funding source: 01.0200.0210.004100.

Background

This supplement is to increase the maximum amount payable to $250,000.00.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Garver 24RFSQ8 R&B WA1 SA2 On Call Development Review Services

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	02/25/2025 04:59 PM
County Judge Exec Asst.	Delia Colon	02/26/2025 09:32 AM
Form Started By: Vicky Edwards		Started On: 02/25/2025 03:24 PM
Final Approval Date: 02/26/2025		

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

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
Development Review Services

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 **Garver** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. 1 dated effective March 19, 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 **$250,000.00**. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

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

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

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

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

FIRM:	**COUNTY:**
By: Wendy D Travis	By:
Signature	Signature
Wendy Travis	Bill Gravell, Jr.
Printed Name	Printed Name
Vice President	Williamson County Judge
Title	Title
2/24/2025	
Date	Date

Attachment A - Services to be Provided by County

Williamson County will provide a Project Manager and will provide timely reviews and decisions necessary to enable the Engineer to maintain an agreed upon project schedule.

Attachment B - Services to be Provided by Engineer

This project consists of on-call professional engineering services to support the Williamson County Road & Bridge department, relating to the design, plat review, repair, maintenance and replacement of drainage and roadway facilities maintained by or planned to be constructed within Williamson County. Locations are unknown and may be anywhere within Williamson County.

Attachment C - Work Schedule

Garver will provide a work schedule for the assigned tasks.

Attachment D - Rate Schedule

See next page(s).

Exhibit B
Client
Project Name
Garver Hourly Rate Schedule: July 2023 - June 2024

Classification	Rates
Engineers / Architects	
E-1	$ 130.00
E-2	$ 144.00
E-3	$ 174.00
E-4	$ 203.00
E-5	$ 247.00
E-6	$ 304.00
E-7	$ 422.00
Planners	
P-1	$ 157.00
P-2	$ 196.00
P-3	$ 244.00
P-4	$ 273.00
P-5	$ 308.00
Designers	
D-1	$ 118.00
D-2	$ 135.00
D-3	$ 161.00
D-4	$ 193.00
Technicians	
T-1	$ 95.00
T-2	$ 114.00
T-3	$ 139.00
T-4	$ 180.00
Surveyors	
S-1	$ 58.00
S-2	$ 77.00
S-3	$ 103.00
S-4	$ 148.00
S-5	$ 187.00
S-6	$ 218.00
2-Man Crew (Survey)	$ 225.00
3-Man Crew (Survey)	$ 282.00
2-Man Crew (GPS Survey)	$ 245.00
3-Man Crew (GPS Survey)	$ 302.00
Construction Observation	
C-1	$ 112.00
C-2	$ 140.00
C-3	$ 171.00
C-4	$ 221.00
C-5	$ 259.00

Classification	Rates
Resource Specialists	
RS-1	$ 104.00
RS-2	$ 137.00
RS-3	$ 194.00
RS-4	$ 268.00
RS-5	$ 335.00
RS-6	$ 411.00
RS-7	$ 460.00
Environmental Specialists	
ES-1	$ 104.00
ES-2	$ 131.00
ES-3	$ 168.00
ES-4	$ 198.00
ES-5	$ 248.00
ES-6	$ 318.00
ES-7	$ 398.00
ES-8	$ 450.00
Project Controls	
PC-1	$ 106.00
PC-2	$ 140.00
PC-3	$ 178.00
PC-4	$ 229.00
PC-5	$ 280.00
PC-6	$ 361.00
PC-7	$ 454.00
Administration / Management	
AM-1	$ 75.00
AM-2	$ 96.00
AM-3	$ 134.00
AM-4	$ 171.00
AM-5	$ 209.00
AM-6	$ 272.00
AM-7	$ 320.00
M-1	$ 510.00

Commissioners Court - Regular Session **17.**

Meeting Date: 03/04/2025

Authorize Issuing RFSQ #25RFSQ35 Utility Coordination and Utility Engineering Services for Road and Bridge Department

Submitted For: Joy Simonton **Submitted By:** Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for Utility Coordination and Utility Engineering Services, under #25RFSQ35.

Background

Williamson County is soliciting qualifications of engineering firms interested in providing utility coordination and utility engineering services to Williamson County for roads, bridges, and other projects throughout the County. The Estimated Budgeted amount is $10 million over the next 7 years. Origination ID# 2089. The funding sources are 01.0200.0210.004100 and Bond Office and the point of contact is Bob Daigh.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	02/26/2025 05:29 PM
County Judge Exec Asst.	Delia Colon	02/27/2025 11:13 AM
Form Started By: Johnny Grimaldo		Started On: 02/26/2025 04:14 PM
Final Approval Date: 02/27/2025		

Commissioners Court - Regular Session **18.**

Meeting Date: 03/04/2025

Final plat for the Airport Flex 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 final plat for the Airport Flex subdivision – Precinct 3.

Background

This subdivision consists of 1 lot and no new roads. It meets the requirements of a minor plat as defined in the subdivision regulations.

Timeline
2024-12-04 – initial submittal of the final plat
2024-12-26 – 1st review complete with comments
2025-01-13 – 2nd submittal of final plat
2025-01-27 – 2nd review complete with comments
2025-02-11 – 3rd submittal of final plat
2025-02-13 – 3rd review complete with clear comments
2025-02-27 – receipt of final plat with signatures
2025-02-27 – final plat placed on the March 4, 2025, Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

final (minor) plat - Airport Flex

Form Review

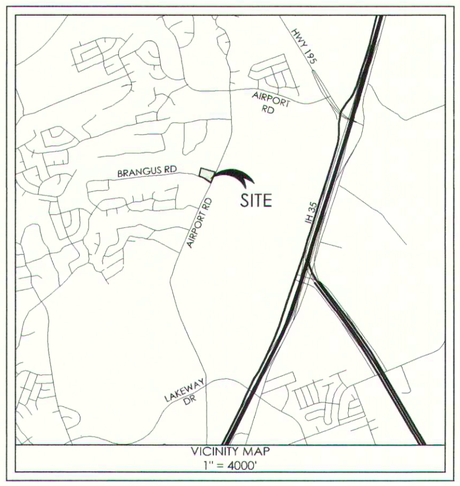
Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	02/27/2025 11:33 AM
Form Started By: Adam Boatright		Started On: 02/27/2025 10:25 AM
Final Approval Date: 02/27/2025		

AIRPORT FLEX DEVELOPMENT

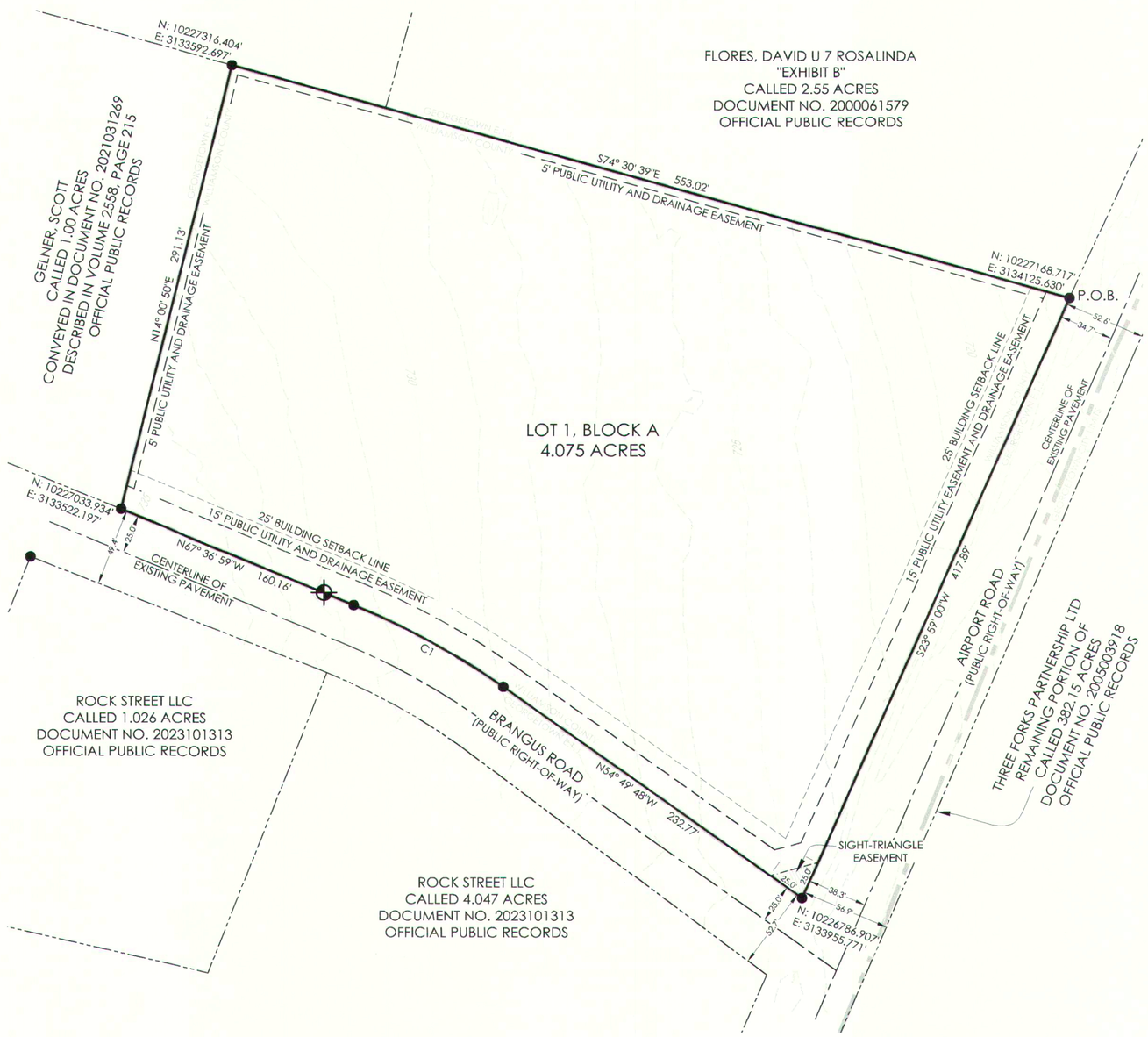
MINOR PLAT

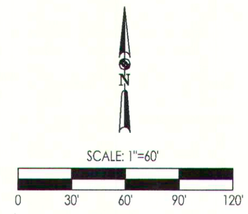
A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS.

BEING A 4.075 ACRE TRACT OF LAND, LOCATED IN THE DAVID WRIGHT SURVEY, ABSTRACT NO. 13, WILLIAMSON COUNTY, TEXAS, SAID 4.075 ACRE TRACT, BEING ALL OF THAT CALLED 4.074 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 2023076890, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.



VICINITY MAP
1" = 4000'





LEGEND
P.O.B. POINT OF BEGINNING
BENCHMARK
1/2" IRON ROD FOUND
PROPERTY LINE
ADJACENT PROPERTY LINE
PAVEMENT CENTERLINE
BUILDING SETBACK LINE
PUBLIC UTILITY EASEMENT
JURISDICTIONAL BOUNDARIES

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	475.00'	108.70'	13°06'42"	N61° 22' 32"W	108.46'

OWNER: KEISTER PROPERTIES LLC
1625 WILLIAMS DRIVE # 201
GEORGETOWN, TEXAS 78628
PHONE: 512-590-8390

ENGINEER: SANDLIN SERVICES LLC
9111 JOLLYVILLE ROAD
SUITE 212
AUSTIN, TEXAS 78759
CONTACT: NICK SANDLIN, P.E.
TBPELS FIRM #21356
PHONE: 806-679-7303
EMAIL: NICK@SANDLINSERVICES.COM

SURVEYOR: QUICK, INC. LAND SURVEYING
831 N. MAIN STREET
SALADO, TX 76571
CONTACT: TRAVIS QUICKSALL, R.P.L.S.
FIRM #10194104
PHONE: 512-915-4950
EMAIL: TQUICKSALL@QUICK-INC.NET

SUBMITTAL DATE: OCTOBER 30, 2024

TOTAL # OF BLOCKS:	1
# OF NON-RESIDENTIAL LOTS:	1
# OF OPEN SPACE LOTS:	0
# OF RESIDENTIAL LOTS:	0
TOTAL # OF LOTS:	1
AREA IN LOT 1:	4.075 ACRES
R.O.W. DEDICATION:	0.000 ACRES
TOTAL SITE ACREAGE:	4.075 ACRES

TBM TABLE				
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
5000	10226980.902	3133651.219	731.79	5/8" IRON ROD W / ORANGE "CONTROL POINT" CAP

HORIZONTAL DATUM: TEXAS STATE PLANE, CENTRAL ZONE, NAD83, GRID
VERTICAL DATUM: NAVD88

ENGINEER
SANDLIN SERVICES, LLC
TBPELS FIRM #21356
9111 JOLLYVILLE RD. #212
AUSTIN, TX 78759

OWNER/DEVELOPER
KEISTER PROPERTIES LLC
1625 WILLIAMS DR. #201
GEORGETOWN, TX 78628

Quick Inc.
Land Surveying. Development.
Firm:10194104 · 512-915-4950
Physical Address: 831 N. Main Street, Salado 76571
Mailing Address: P.O. Box 798, Salado 76571

DATE: JANUARY 10, 2025
JOB NO. 24-0107
SHEET 1 OF 2
24-0107

AIRPORT FLEX DEVELOPMENT

MINOR PLAT

A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS.

BEING A 4.075 ACRE TRACT OF LAND, LOCATED IN THE DAVID WRIGHT SURVEY, ABSTRACT NO. 13, WILLIAMSON COUNTY, TEXAS, SAID 4.075 ACRE TRACT, BEING ALL OF THAT CALLED 4.074 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 2023076890, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.

NOTES:
1) FIELD WORK PERFORMED ON: MAY 24, 2024
2) OWNER: KEISTER PROPERTIES, LLC
3) ADDRESS: 7032 AIRPORT ROAD, GEORGETOWN, TEXAS 78628
4) BASIS OF BEARING: TEXAS STATE PLANE, CENTRAL ZONE, NAD83
5) THIS SURVEY IS BASED ON A TITLE COMMITMENT ISSUED BY ALAMO TITLE INSURANCE, G.F. NUMBER ATA-34-1701342300474, DATED SEPTEMBER 13, 2023 AND IS SUBJECT TO ALL TERMS, CONDITIONS, LEASES AND ENCUMBRANCES STIPULATED THEREIN. THERE MAY BE OTHER EASEMENTS, RESTRICTIONS, OR ENCUMBRANCES NOT SHOWN.THE SURVEYOR DID NOT COMPLETE AN ABSTRACT OF TITLE.

PLAT NOTES:
1. UTILITY PROVIDERS FOR THIS DEVELOPMENT ARE WATER: CITY OF GEORGETOWN, WASTEWATER: OSSF, AND ELECTRIC: PEDERNALES ELECTRIC.
2. ALL STRUCTURES/ OBSTRUCTIONS ARE PROHIBITED IN DRAINAGE EASEMENTS.
3. NO LOT IN THIS SUBDIVISION IS ENCROACHED BY A SPECIAL FLOOD HAZARD AREA(S) INUNDATED BY THE 100-YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48491C0283F, EFFECTIVE DATE OF DECEMBER 20, 2019, FOR WILLIAMSON COUNTY, TEXAS.
4. RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.
5. A FIFTEEN (15) FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT IS HEREBY DEDICATED ALONG THE FRONT PROPERTY LINE OF ALL LOTS IN THIS SUBDIVISION IN ADDITION TO THOSE UTILITY AND DRAINAGE EASEMENTS SHOWN ON THE PLAT. THERE IS ALSO HEREBY DEDICATED A FIVE (5) FOOT WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT ADJACENT TO ALL NON-ROADWAY LOT LINES UNLESS OTHERWISE NOTED ON THE PLAT. IF TWO OR MORE LOTS ARE COMBINED AS A SINGLE HOMESITE, THIS EASEMENT SHALL BE RELINQUISHED ALONG THE COMMON LINE OR LINES OF THE COMBINED LOTS SO LONG AS NO UTILITY LINES OR DRAINAGE IMPROVEMENTS ARE LOCATED THEREIN.
6. ALL PUBLIC UTILITY EASEMENTS ARE FOR UTILITY IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO ELECTRIC, TELEPHONE AND/OR CATV LINES AND APPURTENANCES.
7. GRANTOR HEREBY AGREES TO DEDICATE TO THE PUBLIC A UTILITY EASEMENT AND/OR UTILITY RIGHT-OF-WAY ON THIS PLAT FOR UTILITY PURPOSES.
8. UNLESS OTHERWISE NOTED, ALL CORNERS, ANGLES AND POINTS OF CURVATURE ARE MARKED WITH A SET 1/2" IRON ROD WITH A BLUE PLASTIC CAP.
9. BASIS OF BEARING: WAS ESTABLISHED USING THE TRIMBLE VRS NETWORK, NAD 83 TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, 4203, US SURVEY FOOT, GRID.
10. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, ITS OFFICERS, AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.
11. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL, AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THE PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
12. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THE PLAT ARE FREE OF LIENS. REQUIRED RELEASE OF LIENS SHALL BE PROVIDED TO THE COMMISSIONERS' COURT.
13. ALL LOT OWNERS IN THIS SUBDIVISION WHOSE LOT IS SERVED BY A SEPTIC SYSTEM SHALL BE REQUIRED TO OBTAIN A PERMIT FROM THE WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT PRIOR TO CONSTRUCTION. THE SUBDIVISION DEVELOPER WILL BE HELD RESPONSIBLE TO NOTIFY BUILDERS AND LOT OWNERS OF THIS REQUIREMENT.
14. THIS TRACT IS LOCATED WITHIN EDWARDS AQUIFER RECHARGE ZONE.
15. NO CONSTRUCTION IN THE SUBDIVISION MAY BEGIN UNTIL THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) HAS APPROVED THE WATER POLLUTION ABATEMENT PLAN (WPAP) IN WRITING.
16. ON-SITE SEWAGE FACILITIES MUST BE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER OR REGISTERED SANITARIAN.
17. IN APPROVING THIS PLAT BY THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNER(S) OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONER'S COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.
18. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS..
19. MAXIMUM OF 20% IMPERVIOUS COVER PER LOT, OTHERWISE STORMWATER MANAGEMENT CONTROLS SHALL BE DESIGNED, CONSTRUCTED AND MAINTAINED BY OWNER. IF IMPERVIOUS COVER IS PROPOSED TO EXCEED MAXIMUM PERCENTAGE ALLOWED, CONTACT WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATION TO REVIEW THE STORMWATER MANAGEMENT CONTROLS PROPOSED ON LOT.
20. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
21. ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
22. MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.
23. DRIVEWAY MAINTENANCE WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER. IF OBSTRUCTIONS OCCUR WITHIN THE DRIVEWAY CULVERT, THE COUNTY RESERVES THE RIGHT TO CLEAR OBSTRUCTIONS THAT ARE CAUSING ADVERSE IMPACTS TO THE ROADWAY.
24. A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE OF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS VICINITY.
25. THE MINIMUM FFE SHALL BE AT LEAST ONE FOOT ABOVE THE ADJACENT FINISHED GRADE AND BFE. EXCEPTIONS CAN BE MADE AT ENTRANCE AND EGRESS POINTS, WHERE NECESSARY, TO MEET THE AMERICANS WITH DISABILITIES ACT (ADA). RECREATIONAL VEHICLE PADS MUST ALSO BE PLACED AT LEAST ONE FOOT ABOVE BFE.
26. NO CONSTRUCTION, PLANTING OR GRADING SHALL BE PERMITTED TO INTERFERE WITH SIGHT DISTANCE EASEMENTS BETWEEN THE HEIGHTS OR THREE AND EIGHT FEET AS MEASURED FROM THE CROWNS OF THE ADJACENT STREETS.

FIELD NOTES FOR A 4.075 ACRE TRACT OF LAND:

BEING A 4.075 ACRE TRACT OF LAND, LOCATED IN THE DAVID WRIGHT SURVEY, ABSTRACT NO. 13, WILLIAMSON COUNTY, TEXAS, SAID 4.075 ACRE TRACT, BEING ALL OF THAT CALLED 4.074 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 2023076890, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS; SAID 4.075 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD LOCATED IN THE NORTHWEST RIGHT-OF-WAY LINE OF AIRPORT ROAD, BEING THE NORTHEAST CORNER OF SAID 4.074 ACRE TRACT, THE SOUTHEAST CORNER OF THAT CALLED 2.55 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 2000061579, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAID POINT BEING THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

1. **THENCE**, WITH THE NORTHWEST RIGHT-OF-WAY LINE OF AIRPORT ROAD, THE SOUTHEAST LINE OF SAID 4.074 ACRE TRACT, **S 23° 59' 00" W**, A DISTANCE OF **417.89'**, TO A 1/2" IRON ROD LOCATED AT THE INTERSECTION OF THE NORTHWEST RIGHT-OF-WAY LINE OF AIRPORT ROAD AND THE NORTHEAST RIGHT-OF-WAY LINE OF BRANGUS ROAD, BEING THE SOUTHEAST CORNER OF SAID 4.074 ACRE TRACT, SAID POINT BEING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE, WITH THE NORTHEAST RIGHT-OF-WAY LINE OF BRANGUS ROAD, THE SOUTHWEST LINES OF SAID 4.074 ACRE TRACT, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

2. **N 54° 49' 48" W**, A DISTANCE OF **232.77'**, TO A 1/2" IRON ROD LOCATED FOR THE BEGINNING OF A CURVE TO THE LEFT OF THE HEREIN DESCRIBED TRACT OF LAND;

3. WITH SAID CURVE TO THE LEFT CONTAINING A RADIUS OF 475.00', A CENTRAL ANGLE OF 13°06'42", A CHORD WHICH BEARS N 61° 22' 32" W, A CHORD DISTANCE OF 108.46', A TOTAL **CURVE LENGTH** OF **108.70'**, TO A 1/2" IRON ROD LOCATED FOR A POINT OF TANGENCY OF THE HEREIN DESCRIBED TRACT OF LAND;

4. **N 67° 36' 59" W**, A DISTANCE OF **160.16'**, TO A 1/2" IRON ROD LOCATED IN THE NORTHEAST RIGHT-OF-WAY LINE OF BRANGUS ROAD, BEING THE SOUTHWEST CORNER OF SAID 4.074 ACRE TRACT, THE SOUTHEAST CORNER OF THAT CALLED 1.00 ACRE TRACT OF LAND CONVEYED IN DOCUMENT NO. 2021031269, DESCRIBED IN VOLUME 2558, PAGE 215, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAID POINT BEING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

5. **THENCE**, DEPARTING THE NORTHEAST RIGHT-OF-WAY LINE OF BRANGUS ROAD, WITH THE NORTHWEST LINE OF SAID 4.074 ACRE TRACT, THE SOUTHEAST LINE OF SAID 1.00 ACRE TRACT, **N 14° 00' 50" E**, A DISTANCE OF **291.13'**, TO A 1/2" IRON ROD LOCATED FOR THE NORTHWEST CORNER OF SAID 4.074 ACRE TRACT, THE NORTHEAST CORNER OF SAID 1.00 ACRE TRACT, BEING IN THE SOUTHWEST LINE OF THAT CALLED 2.69 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 2000061579, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAID POINT BEING THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

6. **THENCE**, WITH THE NORTHEAST LINE OF SAID 4.074 ACRE TRACT, THE SOUTHWEST LINE OF SAID 2.69 ACRE TRACT, THE SOUTHWEST LINE OF SAID 2.55 ACRE TRACT, **S 74° 30' 39" E**, A DISTANCE OF **553.02'**, TO THE **POINT OF BEGINNING** CONTAINING **4.075 ACRES** OF LAND.

NOTE: THE BASIS OF BEARING WAS ESTABLISHED USING THE TRIMBLE VRS NETWORK, NAD (83), TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, 4203, US SURVEY FOOT, GRID. A SURVEY PLAT WAS PREPARED BY A SEPARATE DOCUMENT.

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

THAT, KEISTER PROPERTIES LLC, OWNER OF THE CERTAIN 4.074 ACRE TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2023076890 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, DO HEREBY CERTIFY THERE ARE NO EASEMENT HOLDERS EXCEPT AS SHOWN HEREON, DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON; DO HEREBY COVENANT TO ALL RESTRICTIONS LISTED HEREIN, WHICH SHALL RUN WITH THE LAND; AND DO HEREBY DEDICATE TO WILLIAMSON COUNTY OR THE PUBLIC THE STREETS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE. I HEREBY BIND MY HEIRS, SUCCESSORS, AND ASSIGNS TO WARRANT AND FOREVER DEFEND SUCH DEDICATIONS, ALL AND SINGULAR, TO WILLIAMSON COUNTY AGAINST EVERY PERSON WHOMSOEVER CLAIMING OR TO CLAIM THE SAME OR ANY PART THEREOF. THIS SUBDIVISION IS TO BE KNOWN AS AIRPORT FLEX DEVELOPMENT.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 17 DAY OF February, 2025.

KEISTER PROPERTIES LLC
BY: DAVE KEISTER, MANAGING MEMBER/OWNER
1625 WILLIAMS DRIVE, #201
GEORGETOWN, TEXAS 78628

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

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 17th DAY OF February, 2025

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON: 08/04/27

JENNIFER ANN MILLER NOTARY PUBLIC STATE OF TEXAS ID: 13449367 EXP. 08-04-2027

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

I, TRAVIS QUICKSALL, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF WILLIAMSON COUNTY, TEXAS.
TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT WILLIAMSON COUNTY, TEXAS, THIS 13 DAY OF Feb., 2025.

TRAVIS L. QUICKSALL, RPLS
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6447

STATE OF TEXAS REGISTERED TRAVIS L. QUICKSALL 6447 PROFESSIONAL LAND SURVEYOR

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

I, NICK SANDLIN, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS SUBDIVISION IS IN THE EDWARDS AQUIFER RECHARGE ZONE AND IS NOT ENCROACHED BY A ZONE A FLOOD AREA, AS DENOTED HEREIN, AND AS DEFINED BY FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION FLOOD HAZARD BOUNDARY MAP, COMMUNITY PANEL NUMBER 48491C0283F, EFFECTIVE DATE DECEMBER 20, 2019, AND THAT EACH LOT CONFORMS TO WILLIAMSON COUNTY REGULATIONS.
THE FULLY DEVELOPED, CONCENTRATED STORMWATER RUNOFF RESULTING FROM THE ONE HUNDRED (100) YEAR FREQUENCY STORM IS CONTAINED WITHIN THE DRAINAGE EASEMENTS SHOWN AND/OR PUBLIC RIGHTS-OF-WAY DEDICATED BY THIS PLAT.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT WILLIAMSON COUNTY, TEXAS, THIS 20 DAY OF FEB, 2025.

NICK SANDLIN, P.E.
SANDLIN SERVICES, LLC
REGISTERED PROFESSIONAL ENGINEER NO. 124404
TBPELS FIRM NO. 21356

STATE OF TEXAS NICHOLAS R. SANDLIN 124404 LICENSED PROFESSIONAL ENGINEER

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

ADAM BOATRIGHT, P.E.
WILLIAMSON COUNTY ENGINEER

2/27/2025
DATE

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 24 DAY OF February, 2025 A.D.

WILLIAMSON COUNTY ADDRESSING COORDINATOR
Cindy Bridges

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

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

DATED THIS _____ DAY OF _____, 20___.

BY:

BILL GRAVELL, JR, COUNTY JUDGE
WILLIAMSON COUNTY, TEXAS

DATE

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

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

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

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____, DEPUTY

ENGINEER SANDLIN SERVICES, LLC TBPELS FIRM #21356 9111 JOLLYVILLE RD. #212 AUSTIN, TX 78759	OWNER/DEVELOPER KEISTER PROPERTIES LLC 1625 WILLIAMS DR. #201 GEORGETOWN, TX 78628	Quick Inc. Land Surveying. Development. Firm:10194104 • 512-915-4950 Physical Address: 831 N. Main Street, Salado 76571 Mailing Address: P.O. Box 798, Salado 76571	DATE: JANUARY 10, 2025 JOB NO. 24-0107 SHEET 2 OF 2 24-0107

Commissioners Court - Regular Session **19.**

Meeting Date: 03/04/2025

Preliminary plat for the 25562 Ronald Reagan Blvd 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 25562 Ronald Reagan Blvd subdivision – Precinct 3.

Background

This proposed subdivision consists of 1 commercial lot and no new public roads on 2.50 acres.

Timeline

2024-09-23 – initial submittal of the preliminary plat
2024-10-23 – 1st review complete with comments
2024-10-28 – 2nd submittal of preliminary plat
2024-11-08 – 2nd review complete with comments
2024-11-13 – 3rd submittal of preliminary plat
2024-11-27 – 3rd review complete with comments
2025-01-28 – 4th submission of the preliminary plat
2025-02-07 – 4th review complete with comments
2025-02-12 – 5th submission of the preliminary plat
2025-02-19 – 5th review complete with comments
2025-02-19 – 6th submission of the preliminary plat
2025-02-27 – 6th review complete with clear comments
2025-02-27 – preliminary plat placed on the March 4, 2025, Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Preliminary Plat - 25562 Ronald Reagan Blvd

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	02/27/2025 11:51 AM
Form Started By: Adam Boatright		Started On: 02/27/2025 10:29 AM
Final Approval Date: 02/27/2025		

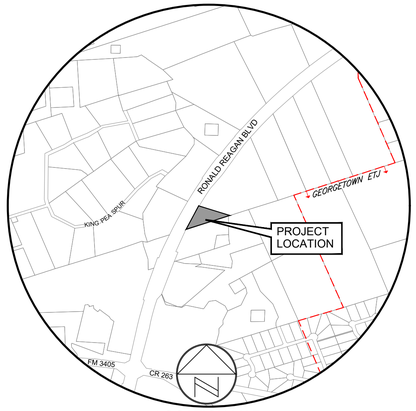
25562 RONALD REAGAN BLVD
PRELIMINARY PLAT

WILLIAMSON COUNTY PROJECT NO. _____

SUBMITTED FOR APPROVAL BY:
LJA ENGINEERING, INC.

_____ 2/19/2025
CHARLES R. HAGER V, P.E. #127034 DATE
LICENSED PROFESSIONAL ENGINEER

STATE OF TEXAS
CHARLES R. HAGER V
127034
LICENSED
PROFESSIONAL ENGINEER



LOCATION MAP
(N.T.S.)

PRELIMINARY PLAT ONLY
NOT FOR RECORDATION

Sheet Number	Sheet Description	Sheet Title
01	CV01	COVER SHEET
02	OP01	PRELIMINARY PLAT

LEGAL DESCRIPTION:

BEING A 2.500 ACRE (108,900 SQUARE FEET) TRACT OF LAND, LOCATED IN THE T.W. MEDCALF SURVEY, ABSTRACT NO. 412 SITUATED IN WILLIAMSON COUNTY, TEXAS, AND BEING OUT OF A CALLED 23.000 ACRE TRACT OF LAND CONVEYED TO JASHVE, LLC DESCRIBED AND RECORDED IN DOCUMENT NO. (DOC. NO.) 2013092037 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.)

FLOODPLAIN NOTE:

NO PORTION OF THE SUBJECT TRACT LIES WITHIN THE 100-YEAR FLOODPLAIN, AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP FOR WILLIAMSON COUNTY, TEXAS, MAP NO. 48491C0275E, WITH AN EFFECTIVE DATE OF SEPTEMBER 26, 2008.

WATERSHED NOTE:

THE PROJECT LIES WITHIN THE NORTH FORK SAN GABRIEL RIVER WATERSHED.

AQUIFER NOTE:

THE PROJECT LIES WITHIN THE BOUNDARY OF THE EDWARDS AQUIFER CONTRIBUTING ZONE.

SURVEY NOTE:

BEARING BASIS:
ALL BEARINGS AND COORDINATES SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT) EPOCH 2010.00.

COMBINED SCALE FACTOR: 0.99988001 (FOR SURFACE TO GRID CONVERSION)
INVERSE SCALE FACTOR: 1.000120004 (FOR GRID TO SURFACE CONVERSION)

RELATED PROJECT INFORMATION:

PRELIMINARY PLAT DRAINAGE REPORT, PREPARED BY LJA ENGINEERING, INC.

ALTA SURVEY, PREPARED BY LJA SURVEYING, DATED 11/30/2023

TREE AND TOPOGRAPHIC SURVEY, PREPARED BY LJA SURVEYING, DATED 7/24/2024

SEPTIC PERMIT AND REPORT, PREPARED BY KEVIN J. MOORE, R.S.

CITY OF GEORGETOWN WATER UTILITY EVALUATION, APPROVED ON 12/8/2023 (2023-95510)

THERE ARE NO PROPOSED OR REQUIRED VARIANCES OR WAIVERS ASSOCIATED WITH THIS PROJECT.

MAINTENANCE NOTES:

1. RIGHT-OF-WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY. THE COUNTY HAS THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY ROAD WIDENING EASEMENT FOR THE CONSTRUCTION, IMPROVEMENT, OR MAINTENANCE OF THE ADJACENT ROAD.
2. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, ITS OFFICERS AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.
3. ANY IMPROVEMENTS PROPOSED WITHIN THE RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, IRRIGATION, LANDSCAPING, SIDEWALKS, SUBDIVISION IDENTIFICATION SIGNS, ETC. SHALL BE MAINTAINED IN ACCORDANCE WITH AN EXECUTED LICENSE AGREEMENT BETWEEN THE COUNTY AND THE OWNER.
4. ALL IMPROVEMENTS WITHIN DRAINAGE, WATER, AND WASTEWATER EASEMENTS SHALL BE MAINTAINED BY THE OWNER OF THE SUBDIVISION AND OR HIS/HER ASSIGNS.
5. MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINAGE OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.
6. DRIVEWAY MAINTENANCE WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER. IF OBSTRUCTIONS OCCUR WITHIN THE DRIVEWAY CULVERT, THE COUNTY RESERVES THE RIGHT TO CLEAR OBSTRUCTIONS THAT ARE CAUSING ADVERSE IMPACTS TO THE ROADWAY.

SUBDIVISION SUMMARY:

TOTAL ACREAGE:	2.50 ACRES
NUMBER OF LOTS:	1
LOT USE:	GAS SERVICE, CONVENIENCE STORE, RETAIL
ROW RESERVE AREA:	0.79 ACRES, RONALD REAGAN BLVD
ROW WIDTH ON-SITE:	VARIES (84.2 FT TO 92.2 FT)
ROW LENGTH ON-SITE:	425.0 FT
ROADWAY DESIGN SPEED:	65 MPH

ADDRESS: 25562 RONALD REAGAN BOULEVARD
GEORGETOWN, TEXAS 78633

SITE AREA: 2.500 ACRES

ZONING: N/A

PRINCIPAL STREET: RONALD REAGAN BOULEVARD

FILING DATE: SEPTEMBER 23, 2024

DEVELOPER/OWNER:	REAGAN 3405 REAL ESTATE LLC 5522 JENOLAN RIDGE LANE SUGAR LAND, TEXAS 77479 CONTACT PERSON: SAMIR MAREDIA PHONE: (832) 713-4985
ENGINEER :	LJA ENGINEERING, INC. 7500 RIALTO BOULEVARD, BUILDING II, SUITE 100 AUSTIN, TEXAS 78735 CONTACT PERSON: CHARLES R. HAGER V, P. E. PHONE: (512) 439-4700
SURVEYOR :	LJA SURVEYING, INC. 9830 COLONNADE BOULEVARD, SUITE 300 SAN ANTONIO, TEXAS 78230 CONTACT PERSON: GORDON N. ANDERSON, R.P.L.S. PHONE: (210) 503-2700
CONTOUR DATA :	ON-SITE & ROW CONTOURS: GROUND SURVEY BY LJA SURVEYING (1-FT INTERVAL) OFFSITE CONTOURS: 2017 WILLIAMSON COUNTY LiDAR BASIS OF BEARING ESTABLISHED FROM THE TEXAS STATE PLAN COORDINATE SYSTEM, GRID NORTH, SOUTH CENTRAL ZONE (4204), NAD 83

GENERAL NOTES

1. THIS PLAT IS LOCATED ENTIRELY WITHIN THE UNINCORPORATED AREAS OF WILLIAMSON COUNTY.
2. THIS PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE WILLIAMSON COUNTY REGULATIONS APPLICABLE TO THIS DEVELOPMENT.
3. NO PORTION OF THE PROJECT IS LOCATED WITHIN THE 100-YEAR FLOODPLAIN PER FEMA MAP NO. 48491C0275E, DATED SEPTEMBER 26, 2008.
4. THIS PROJECT LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER CONTRIBUTING ZONE.
5. THIS PLAT IS LOCATED WITHIN THE WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT (ESD) NO. 4 JURISDICTION.
6. THIS PLAT AND SUBSEQUENT SITE DEVELOPMENT PLANS SHALL COMPLY WITH THE MOST CURRENT INTERNATIONAL FIRE CODE AS ADOPTED AND AMENDED BY WILLIAMSON COUNTY ESD NO. 4.
7. ANY RELOCATION OF EXISTING ELECTRIC FACILITIES SHALL BE AT THE OWNERS EXPENSE.
8. THERE ARE NO NATURAL SLOPES GREATER THAN 15% WITHIN THE PROJECT BOUNDARY.
9. THIS PROJECT REQUIRES WILLIAMSON COUNTY DRIVEWAY PERMIT APPROVAL FOR CONNECTION TO RONALD REAGAN BOULEVARD.
10. DRIVEWAYS SHALL BE CONSTRUCTED IN ACCORDANCE WITH WILLIAMSON COUNTY REQUIREMENTS.
11. CULVERTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH WILLIAMSON COUNTY REQUIREMENTS.
12. DRAINAGE CALCULATIONS, DETENTION POND IMPROVEMENTS, AND OTHER DRAINAGE FACILITIES SHOWN HEREIN ARE FOR PLANNING PURPOSES ONLY AND ARE NOT FOR CONSTRUCTION PURPOSES. FINAL CONSTRUCTION PLANS FOR THESE IMPROVEMENTS SHALL BE PREPARED, SUBMITTED, AND APPROVED UNDER SEPARATE COVER.
13. WATER SERVICE SHALL BE PROVIDED BY THE CITY OF GEORGETOWN.
14. WASTE WATER SERVICE SHALL BE PROVIDED BY AN ON-SITE SEWAGE FACILITY (OSSF). REFER TO SEPARATE OSSF PERMIT FOR DETAILED OSSF INFORMATION.
15. ELECTRIC SERVICE SHALL BE SUPPLIED BY PEDERNALES ELECTRIC COOPERATIVE.
16. TELECOMMUNICATION SERVICE SHALL BE PROVIDED BY SPECTRUM.
17. GAS SERVICE SHALL BE SUPPLIED BY ATMOS ENERGY.
18. ON-SITE STORM WATER FACILITIES SHALL BE PROVIDED TO MITIGATE POST-DEVELOPMENT PEAK RUNOFF RATES FOR THE 2, 10, 25, 100-YEAR STORM EVENTS.
19. POST DEVELOPED RUN-OFF RATE SHALL BE LESS THAN OR EQUAL TO THE PRE-DEVELOPED CONDITION RUNOFF RATES. PRE AND POST DEVELOPMENT RUN-OFF CALCULATIONS SHALL BE INCLUDED WITH FUTURE CONSTRUCTION DRAWINGS FOR THIS SITE.
20. NO IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO, STRUCTURES, FENCES, OR LANDSCAPING SHALL BE ALLOWED IN A PUBLIC EASEMENT, EXCEPT AS APPROVED BY THE COUNTY.
21. THE PROPERTY OWNER SHALL PROVIDE ACCESS TO DRAINAGE AND UTILITY EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS FOR THE PLACEMENT, CONSTRUCTION, INSTALLATION, REPLACEMENT, REPAIR, MAINTENANCE, RELOCATION, REMOVAL, OPERATION, AND INSPECTION OF SUCH DRAINAGE AND UTILITY FACILITIES, AND RELATED APPURTENANCES.
22. THE PROPERTY OWNER / DEVELOPER IS RESPONSIBLE FOR CAUSING ANY ADVERSE IMPACTS DUE TO THE PROPOSED DEVELOPMENT.
23. ALL SIDEWALKS WITHIN THIS SUBDIVISION ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
24. TURN LANES MAY BE REQUIRED BASED ON ANTICIPATED TRAFFIC IN / OUT OF THE PROPOSED DEVELOPMENT. TURN LANES SHALL BE COORDINATED WITH WILLIAMSON COUNTY (TURN LANE DESIGN AND CONSTRUCTION MAY CONFLICT WITH SEGMENT C OF THE PLANNED RONALD REAGAN CORRIDOR PROJECT IMPROVEMENTS).

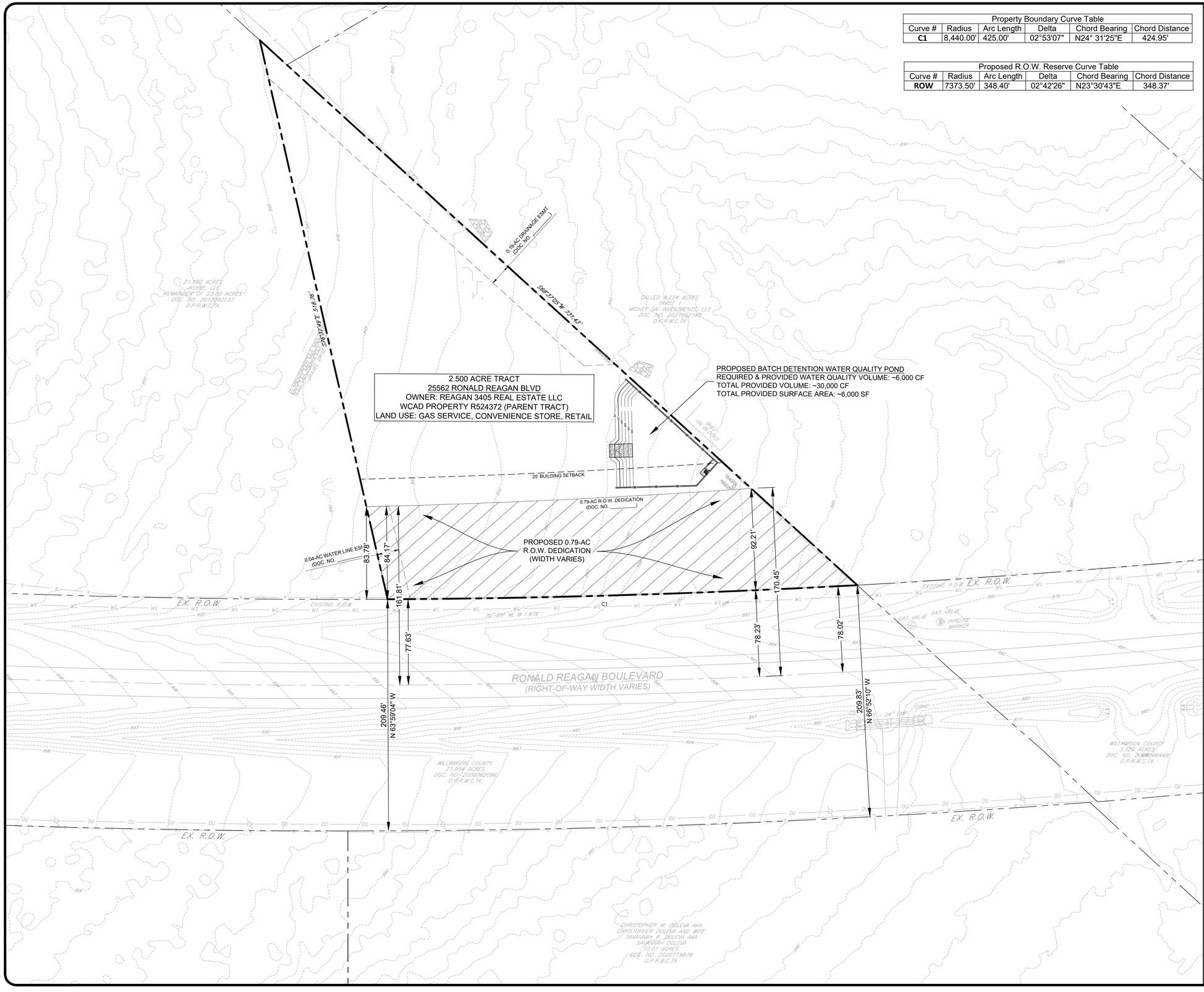
LOCATION OF EXISTING UNDERGROUND AND OVERHEAD UTILITIES ARE APPROXIMATE LOCATIONS ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO BEGINNING WORK AND SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR.

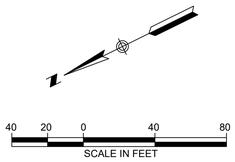
811 Know what's below. Call before you dig.

LJA Engineering, Inc.
7500 Rialto Boulevard
Building II Suite 100
Austin, Texas 78735
Phone 512.439.4700
Fax 512.439.4716
FRN - F-1386

Property Boundary Curve Table					
Curve #	Radius	Arc Length	Delta	Chord Bearing	Chord Distance
C1	8,440.00'	425.00'	02°53'07"	N24° 31'25"E	424.95'

Proposed R.O.W. Reserve Curve Table					
Curve #	Radius	Arc Length	Delta	Chord Bearing	Chord Distance
ROW	7373.50'	348.40'	02°42'26"	N23°30'43"E	348.37'





LEGEND

- EXISTING SURVEYED CONTOURS
- EXISTING GIS CONTOURS
- PROPERTY LINE
- ADJOINING PROPERTY LINE
- EXISTING ROAD CENTERLINE
- EXISTING EDGE OF PAVEMENT
- DRAINAGE CENTERLINE
- PROPOSED R.O.W. RESERVE

LEGAL DESCRIPTION:

BEING A 2.500 ACRE (108,900 SQUARE FEET) TRACT OF LAND, LOCATED IN THE T.W. MEDCALF SURVEY, ABSTRACT NO. 412 SITUATED IN WILLIAMSON COUNTY, TEXAS, AND BEING OUT OF A CALLED 23.000 ACRE TRACT OF LAND CONVEYED TO JASHVE, LLC DESCRIBED AND RECORDED IN DOCUMENT NO. (DOC. NO.) 2013092037 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.)

FLOODPLAIN NOTE:

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WATERSHED NOTE:

THE PROJECT LIES WITHIN THE NORTH FORK SAN GABRIEL RIVER WATERSHED.

AQUIFER NOTE:

THE PROJECT LIES WITHIN THE BOUNDARY OF THE EDWARDS AQUIFER CONTRIBUTING ZONE.

BEARING BASIS:

ALL BEARINGS AND COORDINATES SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT) EPOCH 2010.00.

UTILITY NOTE:

THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED (UTILITIES SHOWN HEREON MAY BE EXAGGERATED FOR GRAPHIC REPRESENTATION ONLY) ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES ONLY THE VISIBLE ABOVE GROUND UTILITY STRUCTURES. UNDERGROUND UTILITIES SHOWN ARE BASED ON LOCATIONS PROVIDED BY TEXAS 811, PER TICKET NO. 2369987621.

SURVEY NOTE:

ON-SITE TREE AND TOPOGRAPHY SURVEY WAS PERFORMED BY LJA SURVEYING AND IS DATED 7/24/2024.

LOCATION OF EXISTING UNDERGROUND AND OVERHEAD UTILITIES ARE APPROXIMATE LOCATIONS ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO BEGINNING WORK AND SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR.

811 Know what's below. Call before you dig.

25562 RONALD REAGAN BLVD
PRELIMINARY PLAT

PRELIMINARY PLAT

25562 RONALD REAGAN BOULEVARD, GEORGETOWN, TEXAS 78633

NO.	DESCRIPTION	BY	DATE

JOB NUMBER: A3954-0404
DATE: 02/19/2025
DESIGNED BY: OLR
DRAWN BY: OLR
CHECKED BY: CRH
DRAWING NAME: A3954-0404-PP-DR01

2/19/2025

STATE OF TEXAS
CHARLES R. HAGER V
127034
LICENSED PROFESSIONAL ENGINEER

LJA Engineering, Inc.
7500 Rialto Boulevard
Building II, Suite 100
Austin, Texas 78735
Phone 512.439.4700
Fax 512.439.4716
FRN-F-1386

JOB NUMBER: A3954-0404

PP01

SHEET NO. 02 OF 2 SHEETS

I:\A3954\0404\Sheets\Preliminary Plat\A3954-0404-PP-DR01.dwg
User: orsdl
Last Modified: Nov 13, 24 - 17:01
Plot Date/Time: Feb 19, 25 - 17:59:42

Commissioners Court - Regular Session **20.**

Meeting Date: 03/04/2025

Amended plat for the Mansions Hutto private subdivision – Pct 4

Submitted For: Adam Boatright **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the amended plat for the Mansions Hutto private subdivision – Precinct 4.

Background

This private subdivision consists of 1 multifamily lot for 458 apartment units and 12,320 ft of private roads. The purpose of this amended plat is to correct an error in the course and distance related to a drainage easement shown on the preceding plat.

Timeline
2025-01-02 – initial submittal of the amended plat
2025-01-31 – 1st review complete with comments
2025-02-03 – 2nd submittal of amended plat
2025-02-11 – 2nd review complete with clear comments
2025-02-19 – receipt of amended plat with signatures
2025-02-27 – amended plat placed on the March 4, 2025, Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

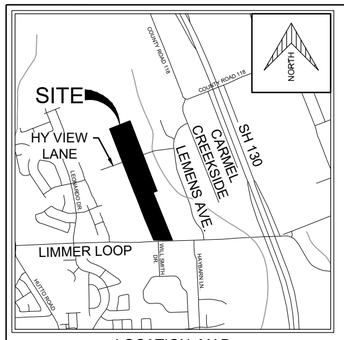
Attachments

Amended Plat - Mansions Hutto

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	02/27/2025 10:39 AM
Form Started By: Adam Boatright		Started On: 02/20/2025 11:35 AM
Final Approval Date: 02/27/2025		

AMENDING PLAT
OF
MANSIONS HUTTO
A PRIVATE SUBDIVISION
WILLIAMSON COUNTY, TEXAS



LOCATION MAP
NOT TO SCALE

NORTH

SCALE: 1" = 200'

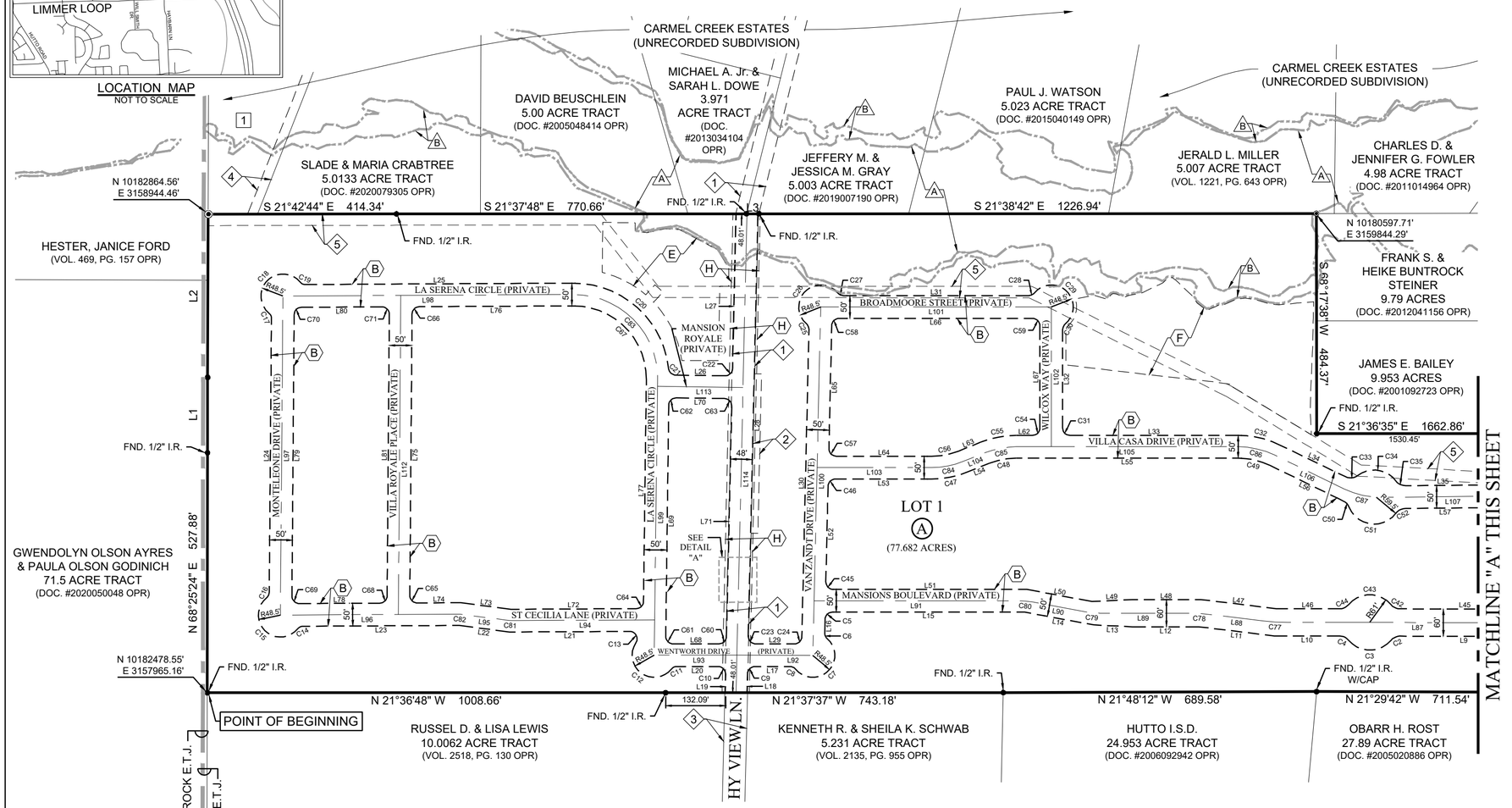
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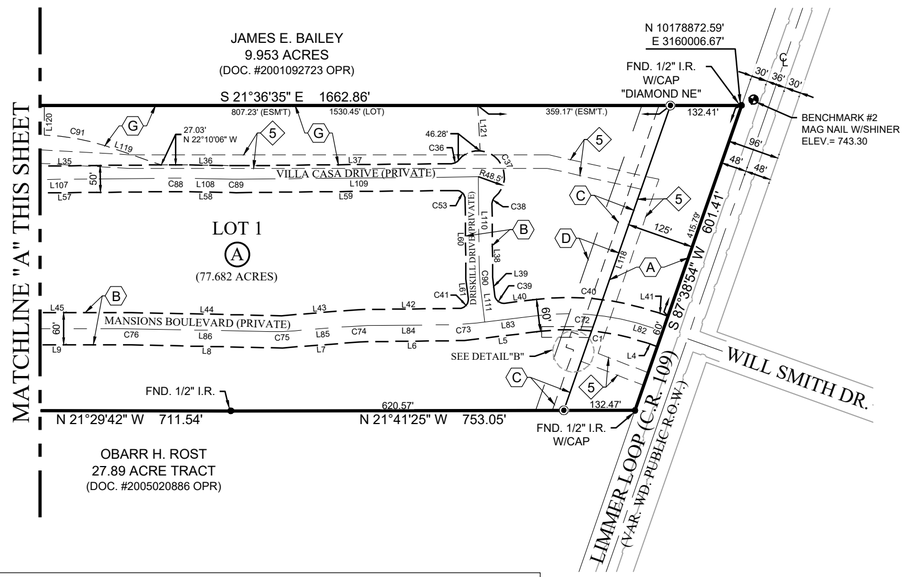
MACINA • BOSE • COPELAND & ASSOC., INC.
CONSULTING ENGINEERS AND LAND SURVEYORS
1035 Central Parkway North, San Antonio, Texas 78232
(210) 545-1122 Fax (210) 545-9302 www.mbcengineers.com
FIRM REGISTRATION NUMBER: T.B.P.E. F-784 & T.B.P.L.S. 10011700

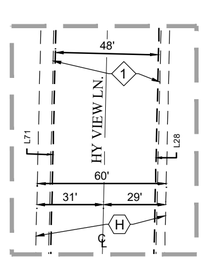
DATE: 02/13/2025 JOB NO.: 32460/WILLIAMSON

LEGEND:

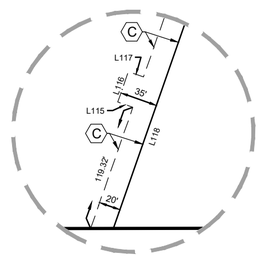
ELEC.	-----	ELECTRIC
TEL.	-----	TELEPHONE
CATV	-----	CABLE TELEVISION
SAN. SWR.	-----	SANITARY SEWER
ESM'T.	-----	EASEMENT
R.O.W.	-----	RIGHT-OF-WAY
VOL.	-----	VOLUME
PG.	-----	PAGE
VAR. WD.	-----	VARIABLE WIDTH
OPR	-----	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY TEXAS
BSL	-----	BUILDING SETBACK LINE
℄	-----	CENTERLINE
1	-----	CORDY D. & KRISANN M. HADENFELDT, 4.30 ACRES (DOC. #2014101036 OPR)
1	-----	VAR. WD. ROAD ESM'T. (VOL. 794, PG. 278 OPR), (VOL. 794, PG. 282 OPR), (VOL. 794, PG. 289 OPR), (VOL. 814, PG. 651 OPR), (VOL. 845, PG. 777 OPR), (VOL. 845, PG. 783 OPR), (VOL. 879, PG. 783 OPR), (VOL. 881, PG. 575 OPR), & (VOL. 901, PG. 532 OPR)
2	-----	15' WATER ESM'T. (VOL. 1075, PG. 909 OPR)
3	-----	REMAINING PORTION OF A 99.27 ACRE TRACT (VOL. 668, PG. 714 OPR)
4	-----	20' ACCESS ESM'T. (VOL. 2176, PG. 752 OPR)
5	-----	25' WASTEWATER ESM'T. (DOC. #2023011806 OPR)
A	-----	125' R.O.W. DEDICATION (1.726 ACRES)
B	-----	VAR. WD. ACCESS ESM'T. (13.365 ACRES)
C	-----	VAR. WD. JONAH WATER ESM'T.
D	-----	50' BSL
E	-----	VAR. WD. PRIVATE DRAINAGE ESM'T. (1.135 ACRES)
F	-----	VAR. WD. PRIVATE DRAINAGE ESM'T. (2.405 ACRES)
G	-----	VAR. WD. PRIVATE DRAINAGE ESM'T. (1.869 ACRES)
H	-----	60' ACCESS ESM'T. (1.452 ACRES)
◉	-----	1/2" IRON ROD WITH 1" CAP STAMPED "MBC ENGINEERS" SET
●	-----	1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
A	-----	LIMITS OF "ZONE AE" PER FEMA PANEL 48491C0505F DATED DECEMBER 20, 2019.
B	-----	LIMITS OF "ZONE X" PER FEMA PANEL 48491C0505F DATED DECEMBER 20, 2019.
A	-----	BLOCK LABEL



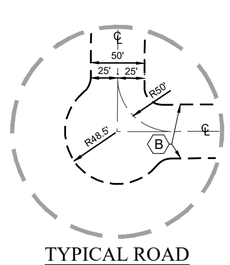




DETAIL "A"
SCALE = 1:50



VAR. WD. WATER ESM'T. DETAIL "B"
SCALE = 1:100



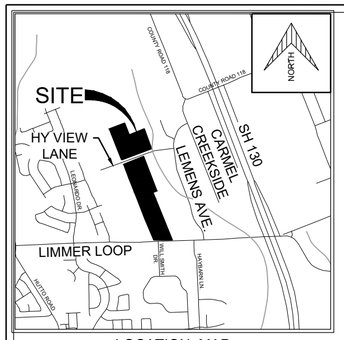
TYPICAL ROAD KNUCKLE RADIUS DETAIL
SCALE = 1:100

OWNER: 5000 LIMMER LOOP INVESTMENTS, LLC
MATTHEW J. HILES
2505 N. STATE HWY. 360, SUITE 800
GRAND PRAIRIE, TX. 75050
PH. (972) 471-8700

ENGINEER/SURVEYOR: MBC ENGINEERS
ROGER W. GUNDERMAN, P.E.
1035 CENTRAL PARKWAY N.
SAN ANTONIO, TX. 78232
PH. (210) 545-1122

PLAT NOTES AND LEGEND APPLY TO EVERY PAGE OF THIS MULTIPLE PAGE PLAT.

Date: Feb 13, 2025, 10:23am User ID: rcharles
File: P:\Williamson\32460-Mansions Hutto\Design\Plats\sh-Amending Plat 2024-32460.dwg



LOCATION MAP
NOT TO SCALE

OWNER: 5000 LIMMER LOOP INVESTMENTS, LLC
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SAN ANTONIO, TX. 78232
PH. (210) 545-1122

PROPOSED STREET TABLE:

STREET NAME	CLASSIFICATION	DESIGN SPEED	LENGTH	ESM'T WIDTH	PAVEMENT WIDTH	F.O.C. TO F.O.C.	RURAL/URBAN	PRIVATE/PUBLIC
MONTELEONE DRIVE	LOCAL	25 MPH	708'	50'	30'	33'	URBAN	PRIVATE
VILLA ROYALE PLACE	LOCAL	25 MPH	708'	50'	30'	33'	URBAN	PRIVATE
LA SERENA CIRCLE	LOCAL	25 MPH	1,550'	50'	30'	33'	URBAN	PRIVATE
ST CECILA LANE	LOCAL	25 MPH	830'	50'	30'	33'	URBAN	PRIVATE
MANSION ROYALE	LOCAL	25 MPH	185'	50'	30'	33'	URBAN	PRIVATE
HY VIEW LN	LOCAL	25 MPH	1,054'	60'	28' (NO CURB)	N/A	RURAL	PRIVATE
WENTWORTH DRIVE	LOCAL	25 MPH	343'	50'	30'	33'	URBAN	PRIVATE
VAN ZANDT DRIVE	LOCAL	25 MPH	769'	50'	30'	33'	URBAN	PRIVATE
BROADMOOR STREET	LOCAL	25 MPH	510'	50'	30'	33'	URBAN	PRIVATE
WILCOX WAY	LOCAL	25 MPH	316'	50'	30'	33'	URBAN	PRIVATE
VILLA CASA DRIVE	LOCAL	25 MPH	2,305'	50'	30'	33'	URBAN	PRIVATE
MANSIONS BOULEVARD	LOCAL	25 MPH	709'	50'	30'	33'	URBAN	PRIVATE
MANSIONS BOULEVARD	COLLECTOR	30 MPH	1,795	60'	37'	40'	URBAN	PRIVATE
DRISKILL DRIVE	LOCAL	25 MPH	269'	50'	30'	33'	URBAN	PRIVATE
VILLA BELLAGIO	LOCAL	25 MPH	269'	50'	30'	33'	URBAN	PRIVATE

NOTE: STREET PAVEMENT (WITH THE EXCEPTION OF HY VIEW LN) IS BEING MEASURED FROM FACE OF CURB TO FACE OF CURB (F.O.C. TO F.O.C.). STREETS ARE DESIGNED FOR URBAN WITH A STANDARD CURB AND GUTTER.

AMENDING PLAT
OF
MANSIONS HUTTO
A PRIVATE SUBDIVISION
WILLIAMSON COUNTY, TEXAS



SCALE: 1" = 200'

200 0 100 200 400

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(210) 545-1122 Fax (210) 545-9302 www.mbcengineers.com
FIRM REGISTRATION NUMBER: T.B.P.E. F-784 & T.B.P.L.S. 10011700

DATE: 02/13/2025 JOB NO.: 32460/WILLIAMSON

Line Table		
Line #	Bearing	Length
L1	N 68°29'51" E	165.68'
L2	N 68°34'34" E	359.07'
L3	S 21°34'25" E	26.98'
L4	S 02°08'52" E	19.41'
L5	S 28°29'40" E	142.88'
L6	S 22°18'15" E	194.82'
L7	S 26°10'31" E	144.01'
L8	S 20°25'46" E	281.96'
L9	S 21°31'57" E	343.22'
L10	S 21°31'57" E	143.77'
L11	S 14°41'02" E	167.27'
L12	S 21°36'27" E	146.78'
L13	S 18°48'31" E	85.57'
L14	S 11°06'46" E	154.03'
L15	S 21°36'27" E	422.92'
L16	N 69°42'23" E	29.39'
L17	S 21°35'08" E	77.24'
L18	N 69°41'35" E	41.28'
L19	S 69°41'35" W	40.57'
L20	S 21°35'50" E	90.71'
L21	S 21°54'44" E	264.11'
L22	S 14°09'28" E	111.49'
L23	S 21°54'39" E	343.47'
L24	S 68°50'15" W	601.72'
L25	N 21°54'39" W	588.78'
L26	N 20°53'07" W	108.15'
L27	S 69°41'35" W	340.32'
L28	N 69°41'35" E	929.48'
L29	N 21°35'08" W	84.85'
L30	S 69°42'23" W	675.76'
L31	N 21°36'33" W	407.22'
L32	N 68°23'27" E	215.88'
L33	N 21°36'33" W	369.90'
L34	N 04°15'44" E	160.24'
L35	N 22°10'06" W	413.02'
L36	N 20°38'27" W	112.56'
L37	N 22°10'06" W	400.94'
L38	N 67°49'54" E	137.10'
L39	N 61°30'20" E	34.29'
L40	N 28°29'40" W	59.67'
L41	N 02°08'52" W	19.20'
L42	N 22°18'15" W	188.77'
L43	N 26°10'31" W	143.02'
L44	N 20°25'46" W	279.02'
L45	N 21°31'51" W	344.30'

Line Table		
Line #	Bearing	Length
L46	N 21°31'57" W	140.18'
L47	N 14°41'02" W	167.31'
L48	N 21°36'27" W	150.41'
L49	N 24°25'01" W	88.89'
L50	N 11°06'46" W	145.99'
L51	N 21°36'27" W	425.60'
L52	N 69°42'23" E	209.98'
L53	S 21°36'33" E	211.78'
L54	S 43°23'46" E	52.40'
L55	S 21°36'33" E	488.47'
L56	S 04°15'44" W	179.55'
L57	S 22°10'06" E	413.49'
L58	S 20°38'27" E	112.56'
L59	S 22°10'06" E	410.13'
L60	S 67°49'54" W	148.39'
L61	S 61°30'20" W	36.63'
L62	S 21°36'33" E	35.57'
L63	S 43°23'46" E	52.40'
L64	S 21°36'33" E	209.87'
L65	S 69°42'23" W	270.35'
L66	N 21°36'33" W	425.22'
L67	N 68°23'27" E	224.41'
L68	N 21°35'50" W	100.59'
L69	N 69°06'53" E	508.11'
L70	S 20°53'07" E	105.70'
L71	S 69°41'35" W	506.89'
L72	S 21°54'44" E	275.37'
L73	S 14°09'28" E	111.49'
L74	S 21°54'39" E	95.36'
L75	S 68°50'15" W	618.77'
L76	N 21°54'39" W	338.37'
L77	N 69°06'53" E	487.76'
L78	S 21°54'39" E	176.47'
L79	S 68°50'15" W	618.77'
L80	N 21°54'39" W	176.47'
L81	N 68°50'15" E	618.77'
L82	S 02°08'52" E	19.31'
L83	S 28°29'40" E	115.85'
L84	S 22°18'15" E	152.92'
L85	S 26°10'31" E	104.05'
L86	S 20°25'46" E	237.90'
L87	S 21°31'57" E	570.33'
L88	S 14°41'02" E	110.73'
L89	S 21°36'27" E	191.24'
L90	S 11°06'46" E	116.46'

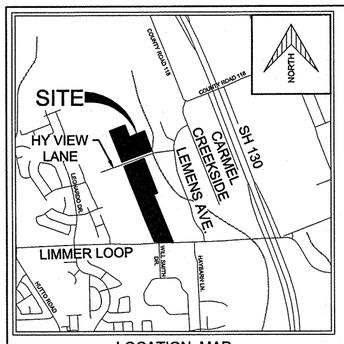
Line Table		
Line #	Bearing	Length
L91	S 21°36'27" E	449.24'
L92	S 21°35'08" E	166.86'
L93	N 21°35'50" W	182.19'
L94	S 21°54'44" E	305.29'
L95	S 14°09'28" E	86.42'
L96	S 21°54'39" E	382.65'
L97	S 68°50'15" W	701.77'
L98	N 21°54'39" W	638.81'
L99	N 69°06'53" E	606.19'
L100	N 69°42'23" E	766.36'
L101	S 21°36'33" E	507.28'
L102	S 68°23'27" W	307.41'
L103	N 21°36'33" W	252.34'
L104	N 43°23'46" W	52.40'
L105	N 21°36'33" W	488.47'
L106	N 04°15'44" E	169.92'
L107	N 22°10'06" W	458.71'
L108	N 20°38'27" W	99.23'
L109	N 22°10'06" W	444.63'
L110	N 67°49'54" E	178.28'
L111	N 61°30'20" E	71.95'
L112	S 68°50'15" W	701.77'
L113	N 20°53'07" W	188.12'
L114	N 69°41'35" E	1053.80'
L115	N 02°03'42" W	15.00'
L116	N 87°38'54" E	30.00'
L117	S 02°03'42" E	15.00'
L118	S 87°38'54" W	601.61'
L119	N 02°51'51" W	106.74'
L120	N 68°23'25" E	55.24'
L121	S 65°21'14" W	84.72'

Curve Table						
Curve #	Length	Radius	Delta	Tangent	Chord Bearing	Chord Length
C1	202.33'	440.00'	26°20'48"	102.99'	S 15°19'16" E	200.55'
C2	21.92'	25.00'	50°14'34"	11.72'	S 46°39'14" E	21.23'
C3	106.98'	61.00'	100°29'09"	73.33'	S 21°31'57" E	93.79'
C4	21.92'	25.00'	50°14'34"	11.72'	S 03°35'20" W	21.23'
C5	25.54'	16.50'	88°41'10"	16.13'	S 65°57'02" E	23.07'
C6	14.49'	16.50'	50°19'22"	7.75'	N 44°32'42" E	14.03'
C7	160.29'	48.50'	189°21'13"	592.85'	S 65°56'23" E	96.68'
C8	14.49'	16.50'	50°19'22"	7.75'	S 03°34'33" W	14.03'
C9	25.55'	16.50'	88°43'17"	16.14'	S 65°56'47" E	23.07'
C10	26.29'	16.50'	91°17'25"	16.88'	S 24°02'52" W	23.60'
C11	14.49'	16.50'	50°19'22"	7.75'	S 46°45'31" E	14.03'
C12	147.12'	48.50'	173°48'15"	896.11'	S 14°58'55" W	96.86'
C13	35.65'	16.50'	123°47'46"	30.90'	S 39°59'09" W	29.11'
C14	14.49'	16.50'	50°19'22"	7.75'	S 47°04'20" E	14.03'
C15	162.01'	48.50'	191°23'38"	486.17'	S 23°27'48" W	96.52'
C16	14.49'	16.50'	50°19'22"	7.75'	N 86°00'04" W	14.03'
C17	14.49'	16.50'	50°19'22"	7.75'	S 43°40'34" W	14.03'
C18	160.75'	48.50'	189°53'50"	560.14'	N 66°32'12" W	96.64'
C19	14.49'	16.50'	50°19'22"	7.75'	N 03°15'02" E	14.03'
C20	308.59'	210.00'	84°11'38"	189.73'	N 20°11'10" E	281.56'
C21	23.95'	16.50'	83°10'06"	14.64'	N 20°41'56" E	21.90'
C22	25.75'	16.50'	89°25'18"	16.33'	N 65°35'46" W	23.22'
C23	26.29'	16.50'	91°16'43"	16.87'	N 24°03'13" E	23.59'
C24	25.55'	16.50'	88°42'29"	16.13'	N 65°56'23" W	23.07'
C25	14.49'	16.50'	50°19'22"	7.75'	S 44°32'42" W	14.03'
C26	160.26'	48.50'	189°19'48"	594.36'	N 65°57'05" W	96.68'
C27	14.49'	16.50'	50°19'22"	7.75'	N 03°33'08" E	14.03'
C28	14.49'	16.50'	50°19'22"	7.75'	N 46°46'14" W	14.03'
C29	161.38'	48.50'	190°38'44"	520.56'	N 23°23'27" E	96.58'
C30	14.49'	16.50'	50°19'22"	7.75'	S 86°26'52" E	14.03'
C31	25.92'	16.50'	90°00'00"	16.50'	N 23°23'27" E	23.33'
C32	94.82'	210.00'	25°52'18"	48.23'	N 08°40'25" W	94.02'
C33	29.17'	26.50'	63°04'42"	16.26'	N 27°16'38" W	27.72'
C34	93.97'	59.50'	90°29'27"	60.01'	N 13°34'15" W	84.51'
C35	24.90'	26.50'	53°50'34"	13.46'	N 04°45'12" E	24.00'
C36	14.49'	16.50'	50°19'22"	7.75'	N 47°19'47" W	14.03'
C37	161.38'	48.50'	190°38'44"	520.56'	N 22°49'54" E	96.58'
C38	14.49'	16.50'	50°19'22"	7.75'	S 87°00'24" E	14.03'
C39	25.92'	16.50'	90°00'00"	16.50'	N 16°30'20" E	23.33'
C40	229.92'	500.00'	26°20'48"	117.03'	N 15°19'16" W	227.90'
C41	27.70'	16.50'	96°11'26"	18.39'	N 70°23'57" W	24.56'
C42	21.92'	25.00'	50°14'34"	11.72'	N 03°35'20" E	21.23'
C43	106.98'	61.00'	100°29'09"	73.33'	N 21°31'57" W	93.79'
C44	21.92'	25.00'	50°14'34"	11.72'	N 46°39'14" W	21.23'
C45	26.30'	16.50'	91°18'50"	16.88'	N 24°02'58" E	23.60'
C46	25.54'	16.50'	88°41'04"	16.13'	S 65°57'05" E	23.07'
C47	79.85'	210.00'	21°47'13"	40.41'	S 32°30'10" E	79.37'

Curve Table						
Curve #	Length	Radius	Delta	Tangent	Chord Bearing	Chord Length
C48	60.84'	160.00'	21°47'13"	30.79'	S 32°30'10" E	60.47'
C49	72.25'	160.00'	25°52'18"	36.75'	S 08°40'25" E	71.63'
C50	19.36'	26.50'	41°50'57"	10.13'	S 25°11'13" W	18.93'
C51	125.51'	59.50'	120°51'29"	104.86'	S 14°19'04" E	103.50'
C52	24.32'	26.50'	52°34'43"	13.09'	S 48°27'28" E	23.47'
C53	25.92'	16.50'	90°00'00"	16.50'	S 22°49'54" W	23.33'
C54	25.92'	16.50'	90°00'00"	16.50'	S 66°36'33" E	23.33'
C55	79.85'	210.00'	21°47'13"	40.41'	S 32°30'10" E	79.37'
C56	60.84'	160.00'	21°47'13"	30.79'	S 32°30'10" E	60.47'
C57	26.30'	16.50'	91°18'56"	16.88'	S 24°02'55" W	23.60'
C58	25.54'	16.50'	88°41'04"	16.13'	N 65°57'05" W	23.07'
C59	25.92'	16.50'	90°00'00"	16.50'	N 23°23'27" E	23.33'
C60	25.55'	16.50'	88°42'35"	16.13'	N 65°57'08" W	23.07'
C61	26.12'	16.50'	90°42'43"	16.71'	N 23°45'31" E	23.48'
C62	25.92'	16.50'	90°00'00"	16.50'	S 65°53'07" E	23.33'
C63	26.08'	16.50'	90°34'42"	16.67'	S 24°24'14" W	23.45'
C64	25.62'	16.50'	88°58'23"	16.21'	S 66°23'56" E	23.12'
C65	26.13'	16.50'	90°44'54"	16.72'	S 23°27'48" W	23.49'
C66	25.70'	16.50'	89°15'06"	16.29'	N 66°32'12" W	23.18'
C67	254.19'	160.00'	91°01'32"	162.89'	N 23°36'07" E	228.29'
C68	25.70'	16.50'	89°15'06"	16.29'	S 66°32'12" E	23.18'
C69	26.13'	16.50'	90°44'54"	16.72'	S 23°27'48" W	23.49'
C70	25.70'	16.50'	89°15'06"	16.29'	N 66°32'12" W	23.18'
C71	26.13'	16.50'	90°44'54"	16.72'	N 23°27'48" E	23.49'
C72	216.12'	470.00'	26°20'48"	110.01'	S 15°19'16" E	214.22'
C73	50.78'	470.00'	6°11'26"	25.42'	S 25°23'57" E	50.76'
C74	31.76'	470.00'	3°52'16"	15.88'	S 24°14'23" E	31.75'
C75	47.13'	470.00'	5°44'45"	23.59'	S 23°18'08" E	47.11'
C76	38.50'	2000.00'	1°06'11"	19.25'	S 20°58'51" E	38.50'
C77	56.18'	470.00'	6°50'55"	28.12'	S 18°06'29" E	56.15'
C78	56.80'	470.00'	6°55'25"	28.43'	S 18°08'44" E	56.76'
C79	32.97'	180.00'	10°29'41"	16.53'	S 16°21'37" E	32.92'
C80	32.97'	180.00'	10°29'41"	16.53'	S 16°21'37" E	32.92'
C81	25.04'	185.00'	7°45'16"	12.54'	S 18°02'06" E	25.02'
C82	25.03'	185.00'	7°45'11"	12.54'	S 18°02'03" E	25.01'
C83	293.91'	185.00'	91°01'32"	188.34'	N 23°36'07" E	263.96'
C84	70.35'	185.00'	21°47'13"	35.60'	N 32°30'10" W	69.92'
C85	70.35'	185.00'	21°47'13"	35.60'	N 32°30'10" W	69.92'
C86	83.54'	185.00'	25°52'18"	42.49'	N 08°40'25" W	82.83'
C87	85.34'	185.00'	26°25'50"	43.44'	N 08°57'11" W	84.59'
C88	13.33'	500.00'	1°31'38"	6.66'	N 21°24'16" W	13.33'
C89	13.33'	500.00'	1°31'38"	6.66'	N 21°24'16" W	13.33'
C90	20.43'	185.00'	6°19'35"	10.22'	N 64°40'07" E	20.42'
C91	119.02'	404.00'	16°52'48"	59.95'	N 11°18'15" W	118.59'

PLAT NOTES AND LEGEND APPLY TO EVERY PAGE OF THIS MULTIPLE PAGE PLAT.

Date: Feb 13, 2025, 10:23am User ID: rcharles
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LOCATION MAP
NOT TO SCALE

OWNER: 5000 LIMMER LOOP INVESTMENTS, LLC
MATTHEW J. HILES
2505 N. STATE HWY. 360, SUITE 800
GRAND PRAIRIE, TX. 75050
PH. (972) 471-8700

ENGINEER/SURVEYOR: MBC ENGINEERS
ROGER W. GUNDERMAN, P.E.
1035 CENTRAL PARKWAY N.
SAN ANTONIO, TX. 78232
PH. (210) 545-1122

METES AND BOUNDS DESCRIPTION OF

A 79.41 ACRE TRACT OF LAND, SITUATED IN THE WILLIAM DUNN SURVEY, ABSTRACT NUMBER 196, WILLIAMSON COUNTY, TEXAS; BEING ALL OF A 5.00 ACRE TRACT OF LAND SITUATED IN WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 2176, PAGE 749, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS; BEING ALL OF TRACT 1: A 24.021 ACRE TRACT OF LAND AND ALL OF TRACT 2: A 20.408 ACRE TRACT OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2020166900, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS; BEING ALL OF TRACT 1: A 10.023 ACRE TRACT OF LAND AND ALL OF TRACT 2: A 10.017 ACRE TRACT OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2020166901, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS; AND ALL OF A 9.96 ACRE TRACT OF LAND DESCRIBED IN GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2020166201, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS; SAID 79.41 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD FOUND MARKING THE MOST NORTHERLY CORNER OF A 10.0062 ACRE TRACT DESCRIBED IN GENERAL WARRANTY DEED RECORDED IN VOLUME 2518, PAGE 130, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS AND MARKING THE NORTHWESTERLY CORNER OF SAID 24.021 ACRE TRACT OF LAND;

THENCE N 68° 25' 24" E A DISTANCE OF 527.88 FEET, ALONG THE NORTHWESTERLY BOUNDARY LINE OF SAID 24.021 ACRE TRACT TO A 1/2-INCH IRON ROD FOUND MARKING THE MOST WESTERLY CORNER OF SAID 5.00 ACRE TRACT OF LAND;

THENCE N 68° 29' 51" E A DISTANCE OF 165.68 FEET, ALONG THE NORTHWESTERLY BOUNDARY LINE OF SAID 5.00 ACRE TRACT OF LAND TO A 1/2-INCH IRON ROD FOUND;

THENCE N 68° 34' 34" E A DISTANCE OF 359.07 FEET, CONTINUING ALONG THE NORTHWESTERLY BOUNDARY LINE OF SAID 5.00 ACRE TRACT OF LAND TO A 1/2-INCH IRON ROD FOUND MARKING THE MOST NORTHERLY CORNER OF SAID 5.00 ACRE TRACT;

THENCE S 21° 42' 44" E PASSING AT A DISTANCE OF 108.33 FEET, A 1/2-INCH IRON ROD FOUND MARKING THE NORTHWESTERLY CORNER OF A 5.0133 ACRE TRACT OF LAND DESCRIBED IN GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2020079305, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, CONTINUING FOR A TOTAL DISTANCE OF 414.34 FEET, ALONG THE NORTHEASTERLY BOUNDARY LINE OF SAID 5.00 ACRE TRACT OF LAND TO A 1/2-INCH IRON ROD FOUND MARKING THE MOST EASTERLY CORNER OF SAID 5.00 ACRE TRACT OF LAND AND MARKING THE NORTHEASTERLY CORNER OF SAID 24.021 ACRE TRACT OF LAND;

THENCE S 21° 37' 48" E PASSING AT A DISTANCE OF 184.88 FEET, A 1/2-INCH IRON ROD FOUND MARKING THE MOST SOUTHERLY CORNER OF SAID 5.0133 ACRE TRACT, CONTINUING ALONG THE SOUTHWESTERLY BOUNDARY LINE OF A 5.00 ACRE TRACT, DESCRIBED IN WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2005048414, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS; AND ALONG THE SOUTHWESTERLY BOUNDARY LINE OF A 3.971 ACRE TRACT DESCRIBED IN WARRANTY DEED WITH VENDOR'S LIEN, RECORDED IN DOCUMENT NUMBER 2013034104, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS A TOTAL DISTANCE OF 770.66 FEET TO A 1/2-INCH IRON ROD FOUND MARKING THE SOUTHWESTERLY CORNER OF SAID 3.971 ACRE TRACT, AND BEING THE NORTHWESTERLY CORNER OF A 5.003 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER 2019007190, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS;

THENCE S 21° 34' 25" E A DISTANCE OF 26.98 FEET, ALONG THE WESTERLY BOUNDARY LINE OF SAID 5.003 ACRE TRACT, TO A 1/2-INCH IRON ROD FOUND MARKING THE SOUTHEASTERLY CORNER OF SAID 24.021 ACRE TRACT AND MARKING THE MOST NORTHERLY CORNER OF SAID 9.96 ACRE TRACT;

THENCE S 21° 38' 42" E A DISTANCE OF 1226.94 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "MBC ENGINEERS" SET MARKING THE MOST EASTERLY CORNER OF SAID 9.96 ACRE TRACT, AND MARKING THE MOST NORTHERLY CORNER OF A 9.79 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER 2012041156, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS;

THENCE S 68° 17' 38" W PASSING AT A DISTANCE OF 236.00 FEET, A 1/2-INCH IRON ROD FOUND MARKING THE MOST WESTERLY CORNER OF SAID 9.79 ACRE TRACT AND BEING THE MOST NORTHERLY CORNER OF A 9.953 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT 2001092723, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, CONTINUING ALONG THE NORTHWESTERLY BOUNDARY LINE OF SAID 9.953 ACRE TRACT FOR A TOTAL DISTANCE OF 484.37 FEET TO A 1/2-INCH IRON ROD FOUND MARKING THE MOST WESTERLY CORNER OF SAID 9.953 ACRE TRACT AND BEING THE MOST NORTHEASTERLY CORNER OF SAID 20.408 ACRE TRACT OF LAND;

THENCE S 21° 36' 35" E A DISTANCE OF 1662.86 FEET, ALONG THE WESTERLY BOUNDARY LINE OF SAID 9.953 ACRE TRACT OF LAND, TO A 1/2-INCH IRON ROD FOUND ON THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 109 (LIMMER LOOP), A VARIABLE WIDTH PUBLIC RIGHT OF WAY MARKING THE SOUTHWESTERLY CORNER OF SAID 9.953 ACRE TRACT OF LAND AND BEING THE SOUTHEASTERLY CORNER OF SAID 20.408 ACRE TRACT OF LAND;

THENCE S 87° 38' 54" W A DISTANCE OF 601.41 FEET ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD 109 TO A 1/2-INCH IRON ROD FOUND MARKING THE SOUTHWESTERLY CORNER OF SAID 20.408 ACRE TRACT OF LAND;

THENCE N 21° 41' 25" W A DISTANCE OF 753.05 FEET, DEPARTING THE NORTHERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD 109, ALONG THE NORTHEASTERLY BOUNDARY LINE OF A 27.896 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED WITH VENDOR'S LIEN, RECORDED IN DOCUMENT NUMBER 2005020886, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, TO A 1/2-INCH IRON ROD FOUND;

THENCE N 21° 29' 42" W A DISTANCE OF 711.54 FEET, TO A 1/2-INCH IRON ROD FOUND MARKING THE MOST NORTHERLY CORNER OF SAID 27.89 ACRE TRACT, BEING THE MOST EASTERLY CORNER OF A 24.953 ACRE TRACT DESCRIBED IN GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2006092942, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS AND BEING THE NORTHWESTERLY CORNER OF SAID 20.408 ACRE TRACT OF LAND AND THE SOUTHWESTERLY CORNER OF SAID 10.023 ACRE TRACT OF LAND;

THENCE N 21° 48' 12" W A DISTANCE OF 689.58 FEET, ALONG THE SOUTHWESTERLY BOUNDARY LINE OF SAID 10.023 ACRE TRACT, TO A 1/2-INCH IRON ROD FOUND MARKING THE MOST EASTERLY CORNER OF A 5.231 ACRE TRACT, DESCRIBED IN GENERAL WARRANTY DEED WITH VENDOR'S LIEN, RECORDED IN VOLUME 2135, PAGE 955, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS; AND BEING THE MOST NORTHERLY CORNER OF SAID 24.953 ACRE TRACT;

THENCE N 21° 37' 37" W PASSING AT A DISTANCE OF 563.16 FEET, A 1/2-INCH IRON ROD FOUND MARKING THE MOST NORTHERLY CORNER OF SAID 5.231 ACRE TRACT, BEING THE MOST EASTERLY CORNER OF SAID 10.023 ACRE TRACT, AND BEING THE SOUTHWESTERLY CORNER OF SAID 24.021 ACRE TRACT OF LAND PASSING AT A DISTANCE OF 613.01 FEET A 1/2-INCH IRON ROD FOUND MARKING THE MOST EASTERLY CORNER OF SAID 10.0062 ACRE TRACT, CONTINUING ALONG THE NORTHEASTERLY BOUNDARY LINE OF SAID 10.0062 ACRE TRACT, A TOTAL DISTANCE OF 743.18 FEET TO A 1/2-INCH IRON ROD FOUND;

THENCE N 21° 36' 48" W A DISTANCE OF 1008.66 FEET CONTINUING ALONG THE NORTHEASTERLY BOUNDARY LINE OF SAID 10.0062 ACRE TRACT, TO THE **POINT OF BEGINNING**, AND CONTAINING 79.41 ACRES MORE OR LESS, AS SURVEYED BY MACINA, BOSE, COPELAND, AND ASSOCIATES, INC.

DRAINAGE MAINTENANCE
MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.

MINIMUM FINISHED FLOOR ELEVATION
EXCEPT IN AREAS REQUIRED TO MEET LEGAL ACCESSIBILITY REQUIREMENTS, THE MINIMUM FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR AT LEAST ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER. THE BFE FOR THIS PLAT IS TO BE BASED ON THE FEMA FIS 500-YR WSEL ASSOCIATED WITH FEMA FIRM PANEL 4891C0505F EFFECTIVE DATE DECEMBER 20, 2019.

SURVEYOR'S NOTES:
1. PROPERTY CORNERS ARE MONUMENTED WITH A CAP OR DISK MARKED "MBC ENGINEERS" UNLESS NOTED OTHERWISE.
2. BEARINGS AND COORDINATES SHOWN ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAZ011) FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE DISPLAYED IN GRID VALUES DERIVED FROM THE NGS COOPERATIVE CORS NETWORK.

EXCEPT AS MAY BE MODIFIED OF HEREON, THIS REPLAT IS SUBJECT TO ALL APPLICABLE PLAT NOTES AND RESTRICTIONS AS FORTH IN THE ORIGINAL PLAT OF MANSIONS HUTTO, AS RECORDED IN DOCUMENT 2023026720 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY.

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 18th DAY OF February 2025 A.D.

Teresa Baker
WILLIAMSON COUNTY ADDRESSING COORDINATOR

SURVEYOR'S CERTIFICATION

I, JOEL C. JOHNSON, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ON GROUND SURVEY OF THE LAND SHOWN HEREON AND THAT THE CORNER MONUMENTS SHOW HEREON WERE PROPERLY PLACED UNDER MY SUPERVISION. THIS PLAT COMPLIES WITH THE REQUIREMENTS OF WILLIAMSON COUNTY. ALL EASEMENTS OF RECORD OF WHICH I HAVE KNOWLEDGE ARE SHOWN OR NOTED ON THE PLAT. THE FIELD HEREON MATHEMATICALLY CLOSE.

JOEL CHRISTIAN JOHNSON
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5578
STATE OF TEXAS

02/13/2025
DATE

STATE OF TEXAS
JOEL CHRISTIAN JOHNSON
5578
PROFESSIONAL LAND SURVEYOR

STATE OF TEXAS
COUNTY OF BEXAR

THE 100-YEAR FLOOD PLAIN IS CONTAINED WITHIN THE DRAINAGE EASEMENTS AS SHOWN HEREON. A PORTION OF THIS TRACT IS ENCROACHED BY THE 1% ANNUAL CHANCE FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE COMMUNITY PANEL NUMBER 48491C0505F EFFECTIVE DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS

I ROGER W. GUNDERMAN, DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLIES WITH THE SUBDIVISION ORDINANCES AND THE STORMWATER DRAINAGE POLICY ADOPTED BY WILLIAMSON COUNTY, TEXAS. THIS TRACT IS NOT LOCATED IN THE EDWARDS AQUIFER RECHARGE ZONE.

ROGER W. GUNDERMAN
LICENSED PROFESSIONAL ENGINEER NO. 103537

2/13/2025
DATE

STATE OF TEXAS
ROGER W. GUNDERMAN
103537
LICENSED PROFESSIONAL ENGINEER

GENERAL NOTES:
1. NO FENCES, STRUCTURES, STORAGE, OR FILL SHALL BE PLACED WITHIN THE LIMITS OF THE ULTIMATE 1% ANNUAL CHANCE FLOODPLAIN, UNLESS APPROVED BY THE COUNTY ENGINEER. FILL MAY ONLY BE PERMITTED BY THE COUNTY ENGINEER AFTER APPROVAL OF THE PROPER ANALYSIS.
2. A PORTION OF THIS TRACT IS ENCROACHED BY THE 1% ANNUAL CHANCE FLOODPLAIN AS IDENTIFIED NY THE U.S. FEDERAL EMERGENCY MAP (FLOOD INSURANCE RATE MAP) COMMUNITY PANEL NUMBER 48491C0505F EFFECTIVE DATE DECEMBER 20, 2019, FOR WILLIAMSON COUNTY, TEXAS.
3. NO OBSTRUCTIONS, INCLUDING BUT NOT LIMITED TO FENCING OR STORAGE, SHALL BE PERMITTED IN ANY DRAINAGE EASEMENTS SHOWN HEREON.
4. MAIL BOXES WILL BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF THE UNITED STATES POSTAL SERVICE (USPS).
5. IT IS THE RESPONSIBILITY OF THE OWNER (OR HOA), NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.
6. ESTABLISHING ONE (1) MULTI-FAMILY LOT.
7. THE OWNER (OR HOA) SHALL BE PERPETUALLY RESPONSIBLE FOR THE MAINTENANCE OF ACCESS EASEMENTS AND PRIVATE ROADS WITHIN THIS SUBDIVISION. THE OWNER (OR HOA) SHALL HAVE ASSESSMENT AUTHORITY TO ENSURE THE PROPER FUNDING FOR MAINTENANCE, AND MEMBERSHIP IN THIS ASSOCIATION (IF APPLICABLE) SHALL BE MANDATORY FOR ALL LOT OWNER(S). THE COUNTY WILL NEVER ACCEPT THESE ROADS FOR MAINTENANCE.
8. ALL ACCESS EASEMENTS AND ROADS IN THIS SUBDIVISION ARE PRIVATE. THE OWNER (OR HOA), SHALL BE PERPETUALLY LIABLE FOR THE MAINTENANCE OF THESE ROADS. THE QUALITY OF ALL ROADS SHALL BE MAINTAINED TO SUCH A STANDARDS THAT DOES NOT AFFECT ACCESS BY PUBLIC SERVICE AGENCIES SUCH AS POLICE, FIRE, EMERGENCY MEDICAL SERVICES.
9. WATER SERVICE IS PROVIDED BY: JONAH SPECIAL UTILITY DISTRICT. WASTEWATER SERVICE IS PROVIDED BY: CITY OF ROUND ROCK.
10. FIRE LANE SIGNS SHALL BE POSTED ON ONE SIDE OF ROADS MORE THAN 26 FEET WIDE AND LESS THAN 32 FEET WIDE.
11. ALL ACCESS EASEMENTS AND PRIVATE ROADS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
12. THE OWNER (OR HOA) OF THIS SUBDIVISION WILL FULLY MAINTAIN ALL OF HY VIEW THROUGH THE SUBDIVISION UP TO THE CONNECTION AT LEMENS AVENUE.
13. IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNER (OR HOA) OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.
14. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, WILL CHANGE OVER TIME AND THE CURRENT EFFECTIVE FLOODPLAIN DATA TAKES PRECEDENCE OVER FLOODPLAIN DATA REPRESENTED ON THIS PLAT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
15. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS,THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, IT'S OFFICERS AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.
16. ALL SIDEWALKS WITHIN THIS SUBDIVISION ARE TO BE MAINTAINED BY THE OWNER (OR HOA).
17. THE OWNER (OR HOA) SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND LIABILITY OF ANY LANDSCAPING, IRRIGATION, SIDEWALKS, ILLUMINATION, SUBDIVISION IDENTIFICATION SIGNS, WATER QUALITY FEATURES, ETC. PLACED WITHIN THE WILLIAMSON COUNTY RIGHT-OF-WAY.THE OWNER (OR HOA) SHALL HAVE ASSESSMENT AUTHORITY TO INSURE THE PROPER FUNDING FOR MAINTENANCE.
18. EVERY DEED WITHIN THIS SUBDIVISION SHALL CONTAIN NOTICE THAT ALL ROADS WITHIN THIS SUBDIVISION ARE PRIVATE. WILLIAMSON COUNTY WILL NEVER ACCEPT OR MAINTAIN THE ROADS UNLESS THEY MEET THE COUNTY STANDARDS IN EFFECT ON THE DATE OF ACCEPTANCE.
19. DRIVEWAY MAINTENANCE WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER (OR HOA). IF OBSTRUCTIONS OCCUR WITHIN THE DRIVEWAY CULVERT, THE COUNTY RESERVES THE RIGHT TO CLEAR OBSTRUCTIONS THAT ARE CAUSING ADVERSE IMPACTS TO THE ROADWAY.
20. THE MINIMUM FINISHED FLOOR ELEVATIONS (FFE) FOR LOTS SHOWN ON THIS PLAT ARE DETERMINED BY 1 FOOT ABOVE THE 500 YEAR FLOODPLAIN AS DELINEATED FROM THE FEMA FIRM 48491C0505F, VERSION NUMBER 2.3.3.3, MAP REVISED DECEMBER 20, 2019.
21. WILLIAMSON COUNTY WILL NEVER ACCEPT OR MAINTAIN THE ROADS.
22. A SIGN SHALL BE PLACED AT THE ENTRANCE OF THE SUBDIVISION CLEARLY STATING THAT THE ROADS IN THIS SUBDIVISION ARE PRIVATE ROADS. THE LOCATION OF THIS SIGN SHALL BE SHOWN IN THE CONSTRUCTION PLANS.
23. OWNER THAT GATES THE ENTRANCE TO THE SUBDIVISION, SHALL PROVIDE EITHER A CRASH GATE OR A LOCK BOX AND A LETTER OF APPROVAL FROM ALL OF THE AFFECTED EMERGENCY RESPONSE AGENCIES STATING THEIR APPROVAL OF FULL-TIME ACCESS TO AND FROM THE SUBDIVISION.
24. THE COUNTY WILL NOT BE RESPONSIBLE FOR PROVIDING ENFORCEMENT OF TRAFFIC CONTROL WITHIN PRIVATE SUBDIVISIONS.
25. A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE OF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS VICINITY. ALL STRUCTURES/OBSTRUCTIONS ARE PROHIBITED WITHIN DRAINAGE EASEMENTS. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.

PLAT NOTES AND LEGEND APPLY TO EVERY PAGE OF THIS MULTIPLE PAGE PLAT.

AMENDING PLAT
OF
MANSIONS HUTTO
A PRIVATE SUBDIVISION
WILLIAMSON COUNTY, TEXAS



SCALE: 1" = 200'

200 0 100 200 400

MACINA • BOSE • COPELAND & ASSOC., INC.
CONSULTING ENGINEERS AND LAND SURVEYORS
1035 Central Parkway North, San Antonio, Texas 78232
(210) 545-1122 Fax (210) 545-9302 www.mbcengineers.com
FIRM REGISTRATION NUMBER: T.B.P.E. F-784 & T.B.P.L.S. 10011700

DATE: 02/13/2025 JOB NO.: 32460/WILLIAMSON

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

THAT 5000 LIMMER LOOP INVESTMENTS, LLC IS THE OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2020166201, 2020166900 & 2020166901 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE, SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS MANSIONS HUTTO.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 17th DAY OF February 2025.

Matthew J. Hiles
MATTHEW J. HILES
5000 LIMMER LOOP INVESTMENTS, LLC
TITLE: VICE PRESIDENT
2505 N. STATE HWY. 360 SUITE 800
GRAND PRAIRIE, TX. 75050

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

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MATTHEW J. HILES, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 17th DAY OF February 2025.

Nickelle Benson
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

Nickelle Benson
NOTARY PUBLIC PRINTED OR TYPED NAME

NICKELLE BENSON
My Notary ID # 128109768
Expires November 18, 2025

MY COMMISSION EXPIRES ON: November 18, 2025

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

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

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

DATE

STATE OF TEXAS §
§ KNOWN ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

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

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

NANCY E. RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____, DEPUTY

Date: Feb 13, 2025, 10:23am User ID: rcharles
File: P:\Williamson\32460-Mansions Hutto\Design\Plats\sh-Amending Plat 2024-32460.dwg

Commissioners Court - Regular Session **21.**

Meeting Date: 03/04/2025

Preliminary plat for the Donahoe Brook subdivision – Pct 4

Submitted For: Adam Boatright **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on ratifying and approving the preliminary plat for the Donahoe Brook subdivision – Precinct 4.

Background

This proposed subdivision consists of 208 lots and 5,804 feet of new public roads on 40.6 acres. Pursuant to the Commissioners Court action taken on September 10, 2019, the County Engineer has approved this preliminary plat in order to meet the review timelines set forth in House Bill 3167.

Timeline
2024-07-19 – initial submittal of preliminary plat
2024-08-16 – 1st review complete with comments
2024-08-29 – 2nd submittal of preliminary plat
2024-09-11 – 2nd review complete with comments
2024-11-15 – 3rd submittal of preliminary plat
2024-11-27 – 3rd review complete with comments
2025-01-09 – 4th submittal of preliminary plat
2025-01-22 – 4th review complete with comments
2025-02-11 – 5th submittal of preliminary plat
2025-02-21 – 5th review complete with clear comments
2025-02-26 – County Engineer approval letter sent
2025-02-27 – preliminary plat placed on the March 4, 2025, Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Preliminary Plat - Donahoe Brook

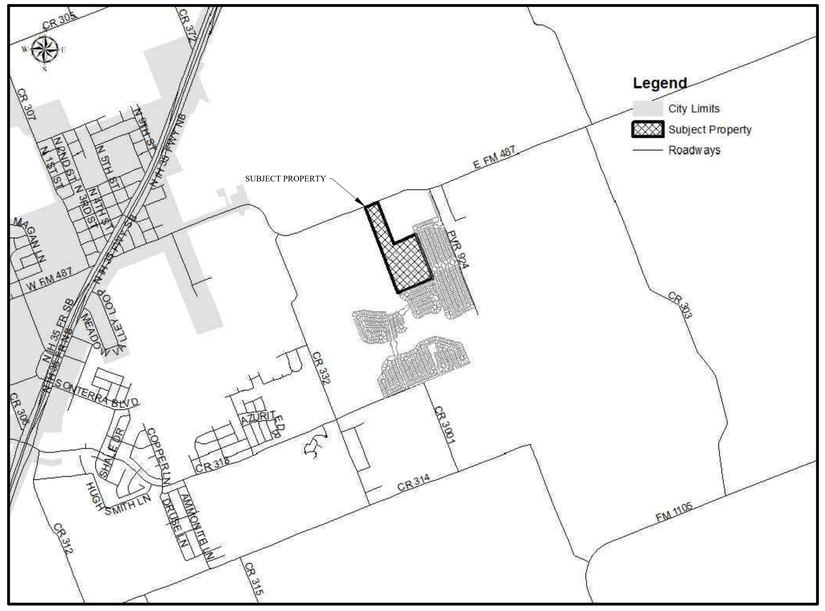
Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	02/27/2025 11:24 AM
Form Started By: Adam Boatright		Started On: 02/27/2025 10:19 AM
Final Approval Date: 02/27/2025		

PRELIMINARY PLAT

DONAHOE BROOK

WILLIAMSON COUNTY, TEXAS



VICINITY MAP

N.T.S

Sheet List Table	
Sheet Number	Sheet Title
--	COVER
1	PRE PLAT 1
2	PRE PLAT 2
3	WATER LINE LAYOUT
4	SANITARY SEWER LAYOUT
5	MAILBOX LAYOUT
6	PRE - DRAINAGE
7	POST - DRAINAGE
8	POST - DRAINAGE FOR POND
9	POST DRAINAGE FOR OFFSITE CHANNEL

YALGO ENGINEERING, LLC

109 W 2ND STREET, SUITE 201

GEORGETOWN, TX. 78626 (254) 953-5353

Texas Registered Engineering Firm F-24040

Texas Registered Surveying Firm 10194797

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REVIEW UNDER THE AUTHORITY OF EVAN M. WILLIAMS, P.E. 149088 ON 01/09/2025. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

DONAHOE BROOK

January 25

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

We, WBW DEVELOPMENT SERVICES, LLC—SERIES 060, sole owner of the certain 48.60 ACRES tract of land shown hereon and described in a deed recorded in Document # _____, __/__/20___ of the Official Records of Williamson County, Texas, and do hereby state that there are no lien holders of the certain tract of land, and do hereby subdivide, said tract as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby forever dedicate to the public the roads, alleys, rights-of-way, easements and public places shown hereon for such public purposes as Williamson County may deem appropriate, and do hereby state that all public roadways and easements as shown on this plat are free of liens. This subdivision is to be known as DONAHOE BROOK.

TO CERTIFY WHICH, WITNESS by my hand this ____day of _____, 20___.

WBW DEVELOPMENT SERVICES, LLC—SERIES 060,
a Texas Series Limited Liability Company

By: _____
Bruce Whitis, President

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

This instrument was acknowledged before me on _____, by Bruce Whitis, in his capacity as President of WBW DEVELOPMENT SERVICES, LLC—Series 060, a separate series of WBW Single Development Group, LLC, a Texas series limited liability Company, on behalf of said series.

_____
Notary Public, State of Texas

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

I, Corey Shannon, Registered Professional Land Surveyor in the State of Texas, do hereby certify that to the best of my knowledge and belief, this plat is true and correctly made from an actual survey made on the ground of the property legally described hereon, and that there are no apparent discrepancies, conflicts, overlapping of improvements, visible utility lines or roads in place, except as shown on the accompanying plat, and that the corner monuments shown thereon were properly placed under my supervision in accordance with the subdivision regulations of the Williamson County, Texas.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Williamson County, Texas, this____ day of 20__.

_____
COREY SHANNON
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5967

Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

I, Evan M. Williams, am authorized under the laws of the State of Texas to practice the profession of engineering and hereby certify that to the best of my knowledge and belief, this plat complies with the applicable ordinance of Williamson County, Texas and that portions of this subdivision are contained within the 100 year flood plain as identified on the Federal Emergency Management Agency flood insurance rate map, community panel number 48491C0150F, dated December 20, 2019 for Williamson County, Texas.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Williamson County, Texas, this___ day of _____, 20__.

_____
EVAN M. WILLIAMS
REGISTERED PROFESSIONAL
ENGINEER NO. 149088

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REVIEW UNDER THE AUTHORITY OF EVAN M. WILLIAMS, P.E. 149088 ON 01/09/2025. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

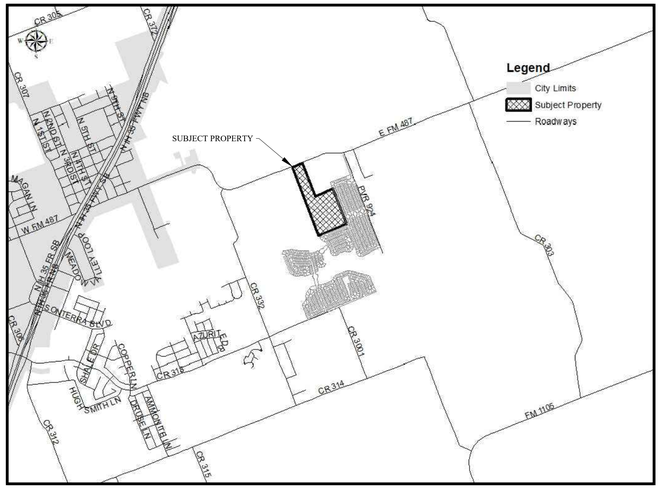
LEGEND

AE	PEDESTRIAN ACCESS EASEMENT
BM	BENCHMARK
DA	DRAINAGE AREA
DE	DRAINAGE EASEMENT
ELEV	ELEVATION
NTS	NOT TO SCALE
NO	NUMBER
RE	REFERENCE
REV	REVISION
TBM	TEMPORARY BENCH MARK
TYP	TYPICAL
OHE	OVERHEAD OR UNDERGROUND EASEMENT
UE	UTILITY EASEMENT
WWE	WATER AND WASTEWATER EASEMENT
FWLE	FENCE WALL AND LANDSCAPE EASEMENT
BFE	BASE FLOOD ELEVATION
FFE	FINISHED FLOOR ELEVATION
FE	FENCE EASEMENT
●	½" IRON ROD FOUND
○	½" IRON ROD SET
—+—	CHANGE IN BEARING
⌑	EXISTING FENCE POST
▬ ▬	CITY OF JARRELL ETJ

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	50.00'	72.29'	66.15'	S27°01'36"W	082°50'07"
C2	50.00'	78.10'	70.40'	S23°41'52"W	089°29'36"
C3	250.00'	30.95'	30.93'	S24°35'43"E	007°05'35"
C4	250.00'	30.95'	30.93'	S24°35'43"E	007°05'35"
C5	50.00'	78.56'	70.73'	S66°03'46"E	090°01'41"
C6	50.00'	78.37'	70.59'	S65°58'37"E	089°48'01"
C7	50.00'	78.54'	70.71'	S66°04'36"E	090°00'00"
C8	50.00'	78.54'	70.71'	N23°55'24"E	090°00'00"
C9	50.00'	78.54'	70.71'	S66°04'36"E	090°00'00"
C10	15.00'	12.09'	11.77'	N37°29'04"W	046°11'13"
C11	50.00'	112.50'	90.23'	N03°52'50"E	128°55'01"
C12	50.00'	40.40'	39.31'	S88°30'53"E	046°17'32"
C13	15.00'	12.09'	11.77'	S88°27'44"E	046°11'14"
C14	25.00'	39.05'	35.20'	N23°41'52"E	089°29'36"
C15	220.00'	5.08'	5.08'	N21°42'38"W	001°19'25"
C16	220.00'	22.15'	22.14'	N25°15'25"W	005°46'10"
C17	280.00'	28.39'	28.38'	N25°14'14"W	005°48'34"
C18	280.00'	6.27'	6.27'	N21°41'26"W	001°17'01"
C19	25.00'	39.28'	35.36'	N66°03'46"W	090°01'41"
C20	15.00'	2.65'	2.65'	S63°51'27"W	010°07'54"
C21	15.00'	10.97'	10.72'	S37°50'50"W	041°53'18"
C22	50.00'	46.80'	45.11'	S43°43'04"W	053°37'45"
C23	50.00'	33.58'	32.95'	S89°46'21"W	038°28'50"
C24	50.00'	29.10'	28.69'	N54°18'53"W	033°20'42"
C25	50.00'	54.28'	51.65'	N06°32'33"W	062°11'59"
C26	50.00'	5.57'	5.57'	N27°45'02"E	006°23'10"
C27	15.00'	13.55'	13.09'	N05°04'05"E	051°45'03"
C28	25.00'	39.18'	35.29'	N65°58'39"W	089°48'00"
C29	15.00'	6.33'	6.29'	N57°01'40"E	024°11'28"
C30	15.00'	7.29'	7.21'	N31°01'03"E	027°49'46"
C31	50.00'	50.32'	48.22'	N45°55'55"E	057°39'28"
C32	50.00'	52.94'	50.50'	S74°54'21"E	060°40'00"
C33	50.00'	47.06'	45.34'	S17°36'40"E	053°55'22"
C34	50.00'	18.84'	18.73'	S20°08'49"W	021°35'36"
C35	15.00'	13.62'	13.16'	S04°56'00"W	052°01'12"
C36	25.00'	39.27'	35.36'	S66°04'36"E	090°00'00"
C37	15.00'	13.62'	13.16'	N47°05'13"W	052°01'13"
C38	50.00'	8.98'	8.97'	N67°57'00"W	010°17'38"
C39	50.00'	47.66'	45.87'	N35°29'56"W	054°36'32"
C40	50.00'	33.97'	33.32'	N11°16'03"E	038°55'26"

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C41	50.00'	34.07'	33.41'	N50°14'56"E	039°02'21"
C42	50.00'	44.66'	43.19'	S84°38'38"E	051°10'29"
C43	15.00'	13.62'	13.16'	S85°04'00"E	052°01'12"
C44	15.00'	13.62'	13.16'	N42°54'47"E	052°01'12"
C45	50.00'	25.62'	25.34'	N31°35'01"E	029°21'40"
C46	50.00'	40.66'	39.55'	N69°33'48"E	046°35'52"
C47	50.00'	37.41'	36.54'	S65°42'15"E	042°52'03"
C48	50.00'	44.45'	43.00'	S18°48'00"E	050°56'28"
C49	50.00'	21.18'	21.02'	S18°48'25"W	024°16'22"
C50	15.00'	13.62'	13.16'	S04°56'00"W	052°01'12"
C51	15.00'	12.09'	11.77'	S45°49'47"W	046°11'13"
C52	50.00'	32.44'	31.88'	S41°19'31"W	037°10'41"
C53	50.00'	36.48'	35.68'	S80°49'00"W	041°48'16"
C54	50.00'	41.25'	40.09'	N54°38'48"W	047°16'09"
C55	50.00'	49.00'	47.06'	N02°56'13"W	056°09'01"
C56	15.00'	1.20'	1.20'	N22°50'36"E	004°35'23"
C57	15.00'	10.89'	10.65'	N00°15'01"W	041°35'50"
C58	220.00'	27.23'	27.22'	N24°35'43"W	007°05'35"
C59	280.00'	27.34'	27.33'	N25°20'40"W	005°35'42"
C60	280.00'	7.32'	7.32'	N21°47'52"W	001°29'53"
C61	15.00'	12.09'	11.77'	N44°08'32"W	046°11'14"
C62	50.00'	33.40'	32.79'	N48°05'48"W	038°16'41"
C63	50.00'	36.29'	35.50'	N08°09'49"W	041°35'17"
C64	50.00'	32.65'	32.07'	N31°20'16"E	037°24'52"
C65	50.00'	42.70'	41.41'	N74°30'38"E	048°55'53"
C66	50.00'	13.66'	13.62'	S73°11'46"E	015°39'18"
C67	15.00'	12.09'	11.77'	S88°27'43"E	046°11'14"
C68	25.00'	36.14'	33.08'	N27°01'36"E	082°50'07"
C69	25.00'	39.27'	35.36'	S23°55'24"W	090°00'00"
C70	25.00'	39.27'	35.36'	N66°04'36"W	090°00'00"

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S21°02'56"E	50.00'
L2	S28°08'30"E	50.00'
L3	S21°04'36"E	25.00'
L4	N68°26'40"E	10.00'
L5	S21°02'56"E	45.04'
L6	N50°20'44"E	11.47'
L7	S21°04'34"E	20.01'
L8	N21°04'36"W	34.58'
L9	S21°04'37"E	24.09'
L10	N21°04'36"W	32.04'
L11	N68°55'24"E	9.50'
L12	N68°55'24"E	18.03'
L13	S21°04'36"E	15.01'
L14	S13°39'57"W	18.61'
L15	S21°04'36"E	22.04'
L16	S21°04'36"E	30.00'
L17	S21°04'36"E	30.00'
L18	S21°04'36"E	30.00'



VICINITY MAP
N.T.S

Road Table								
Name	Design Speed (mph)	Length (ft)	ROW Width (ft)	Pavement Width (ft)	Classification	Designation	Street Type	Curb Type
ROSY MAPLE WAY	35	72	60	39	MINOR COLLECTOR	PUBLIC	URBAN	STNDARD CURB AND GUTTER
ROSY MAPLE WAY	35	1755	60	37	MINOR COLLECTOR	PUBLIC	URBAN	STNDARD CURB AND GUTTER
ROSY MAPLE WAY	25	1618	50	30	LOCAL	PUBLIC	URBAN	STNDARD CURB AND GUTTER
ADONIS BLUE LOOP	25	2359	50	30	LOCAL	PUBLIC	URBAN	STNDARD CURB AND GUTTER

PRELIMINARY PLAT
DONAHOE BROOK
BEING PART OF THE ROBERT LILE SURVEY, ABSTRACT NO. 391
WILLIAMSON COUNTY, TEXAS

Notes:
1. Residential driveways are to be located no closer to the corner of intersecting rights of way than 60 percent of the parcel frontage or 50 feet, whichever is less.
2. Driveways shall only connect to internal platted roadways and not to F.M. 487.
3. The bearings recited hereon are grid bearings derived from GPS observations based on the Texas State Plane Coordinate System, NAD1983 (2011) datum, Texas Central Zone No. 4203. All distances are horizontal grid distances. The average Combined Correction Factor (CCF) is 0.9998522. Ground distance = Grid Distance / CCF. Permanent iron rods set for corner are 1/2 inch iron rods with cap marked "YALGO", unless otherwise noted herein. All coordinates can be referenced to a benchmark described as cotton spindle set in the north margin of County Road 313, bearing S 01°02'00" E, 2949.74 feet from the most easterly corner of this tract. Observed GPS coordinates for said "X" in concrete benchmark are 10269021.77, E=3160972.32 Z=820.52' (NAVD88-Geoid12A).
4. Except in certain isolated areas required to meet accessibility requirements, the minimum lowest finished floor elevation shall be one foot higher than the highest spot elevation that is located within five feet outside the perimeter of the building, or one foot above the BFE, whichever is higher.
5. A certificate of compliance is hereby issued for all lots within this subdivision. This certificate of compliance is valid until such time as FEMA or the county revises or newly adopts floodplain boundaries in this vicinity.
6. No buildings, fences, landscaping or other structures and / or obstructions which impede flow are permitted within the drainage easements shown.
7. Property owner shall provide for access to drainage easements as may be necessary and shall not prohibit access by regulatory authorities.
8. All easements on private property shall be maintained by the property owner or their assigns.
9. This subdivision is not located within the contributing zone of the Edwards Aquifer.
10. Building setback lines shall be in accordance with setbacks shown hereon, applicable owner restrictions recorded in county records or applicable ordinances.
11. No structure or improvement on any lot in this subdivision shall be occupied until connected to a water supply system approved by the Texas Commission on Environmental Quality.
12. 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.
13. It is the responsibility of the owner, not the County, to assure compliance with the provisions of all applicable state, federal and local laws and regulations relating to the platting and development of this property. The County assumes no responsibility for the accuracy of representations by other parties in this plat. Floodplain data, in particular, may change. It is further understood that the owners of the tract of land covered by this plat must install at their own expense all traffic control devices and signage that may be required before the roads in the subdivision have finally been accepted for maintenance by the County.
14. Water and wastewater systems serving this subdivision shall be designed and installed in accordance with the design and construction standards of the Texas Commission on Environmental Quality or Williamson County. Plans and specifications shall be submitted to TCEQ and other agencies as appropriate at the time such plans are prepared.
15. All streets are to be dedicated for public use.
16. Driveway access to lots within this subdivision from side streets is prohibited.
17. Improvements within the county road right-of-way including, but not limited to, landscaping, irrigation, lighting, custom signs, is prohibited without first obtaining an executed license agreement with Williamson County.
18. This subdivision is subject to storm-water management controls as required by Williamson County subdivision regulations, section B11.1, on new development that would evoke such controls beyond existing conditions
19. The owner shall create a mandatory homeowners association that shall be responsible for the maintenance and liability of any landscaping, irrigation, sidewalks, illumination, subdivision identification signs, water quality features, etc. placed within the Williamson County right-of-way. This homeowners association shall have assessment authority to insure the proper funding for the maintenance.
20. In approving this plat by the Commissioner's Court of Williamson County, Texas, it is understood that the building of all roads, and other public thoroughfares and any bridges or culverts necessary to be constructed or placed is the responsibility of the owner(s) of the tract of land covered by this plat in accordance with the plans and specifications prescribed by the Commissioner's Court of Williamson County, Texas. Said Commissioner's Court assumes no obligation to build any of the roads, or other public thoroughfares shown on this plat, or of constructing any of the bridges or drainage improvements in connection therewith. The County will assume no responsibility for drainage ways or easements in the subdivision, other than those draining or protecting the road system.
21. Storm water runoff must flow directly from all adjacent upstream lots to the downstream lots, without impediment or diversion to other lots and this restriction constitutes an easement in favor of the upstream lots for the same. The homebuilder/property owner must ensure that drainage for each individual lot allow storm water to pass from upstream lots to the downstream lots without impediment. This restriction is to be enforced by the HOA.
22. Maximum of 59% impervious cover per lot, otherwise stormwater management controls shall be designed, constructed, and maintained by owner. If impervious cover is proposed to exceed maximum percentage allowed, contact Williamson County Floodplain Administration to review the stormwater management controls proposed on lot.
23. Tracts A and B are to be used for drainage and shall be owned and maintained by the Home Owners Association.
24. Block 2 Lots 4 and 5 shall only use a single shared driveway. No more than three residencies total shall be served by the single shared driveway. The 30' access easement is to be used for the shared driveway.
25. Block 2 Lots 65 and 66 shall only use a single shared driveway. No more than three residencies total shall be served by the single shared driveway. The 30' access easement is to be used for the shared driveway.
26. Water Service is provided by: Jarrell Schwertner Water Supply Corporation
27. Wastewater service is provided by: CLL Municipal Utility District No. 1
28. The detention pond in Tract B shall be accessed through the access easement on lot 64.
29. No Construction, Planting, Grading or any other development including, but not limited to, landscaping, driveways, buildings, are permited within the drainage easements shown.
30. All sidewalks shall be maintained by each of the adjacent property owners.
31. Maintenance responsibility for drainage will not be accepted by the county other than that accepted in connection with draining or protecting the road system. Maintenance responsibility for storm water management controls will remain with the owner.
32. Rosy Maple Way temporary turnaround only to be built if road does not connect to Nealy Circle.

Portions of this tract are shown to be within a Special Flood Hazard Area per FEMA's Flood Insurance Rate Map (FIRM) Panel for Bell County, Texas Dated December 20, 2019, panel numbers 48491C0150F. The Surveyor does not certify as to the accuracy or inaccuracy of said information and does not warrant, or imply, that structures placed within the Special Flood Hazard Areas shown hereon, or any of the platted areas, will be free from flooding or flood damage.

REV.	DESCRIPTION	DATE	BY
4	UPDATED OWNER INFORMATION, ADDED TEMPORARY TURNAROUND NOTE	01/09/2025	GFC
3	UPDATED ROAD TABLE	08/29/2024	GFC
2	CONVERGED ROSY MAPLE WAY AND GREAT SPANGLED WAY	08/05/2024	GFC
1	ORIGINAL RELEASE	07/19/2024	GFC

PROJECT NUMBER: DB01	CLIENT NAME:
CHECKED BY: EMW	WBW DEVELOPMENT SERVICES, LLC—SERIES 060
APPROVED BY: EMW	CLIENT LOCATION: GEORGETOWN, TX
AUTHORIZED BY: WBW	

PROJECT INFORMATION

TOTAL SIZE: 48.60 Acres
TOTAL BLOCKS: 3
TOTAL LOTS: 208
TOTAL TRACTS: 2

BENCHMARK

Cotton spindle set in the north margin of County Road 313 - bearing
S 01°02'00" E, 2949.74 feet from the most southerly corner of this tract.

Observed GPS coordinates based on Texas State Plane Coordinate System, NAD83 (2011) datum, Texas Central Zone No. 4203
N: 10269021.77
E: 3160972.32
Z: 820.52' (NAVD88-Geoid12B)

PRELIMINARY PLAT OF
DONAHOE BROOK
WILLIAMSON COUNTY, TEXAS

OWNER INFORMATION

WBW DEVELOPMENT SERVICES - LLC, SERIES 060
109 W. 2nd Street, Suite 209
Georgetown, TX 78626
254-953-5353
pshepherd@wbdevelopment.com

SURVEYOR INFORMATION

COREY SHANNON
R.P.L.S. NO. 5967
YALGO ENGINEERING
109 W 2nd Street, Suite 201
Georgetown, TX 78626

ENGINEER INFORMATION

EVAN M. WILLIAMS, P.E. 149088
YALGO ENGINEERING
109 W 2nd Street, Suite 201
Georgetown, TX 78626

Yalgo Engineering, LLC
109 W 2nd Street Ste. 201
Georgetown, TX 78626
PH (254) 953-5353
FX (254) 953-5057

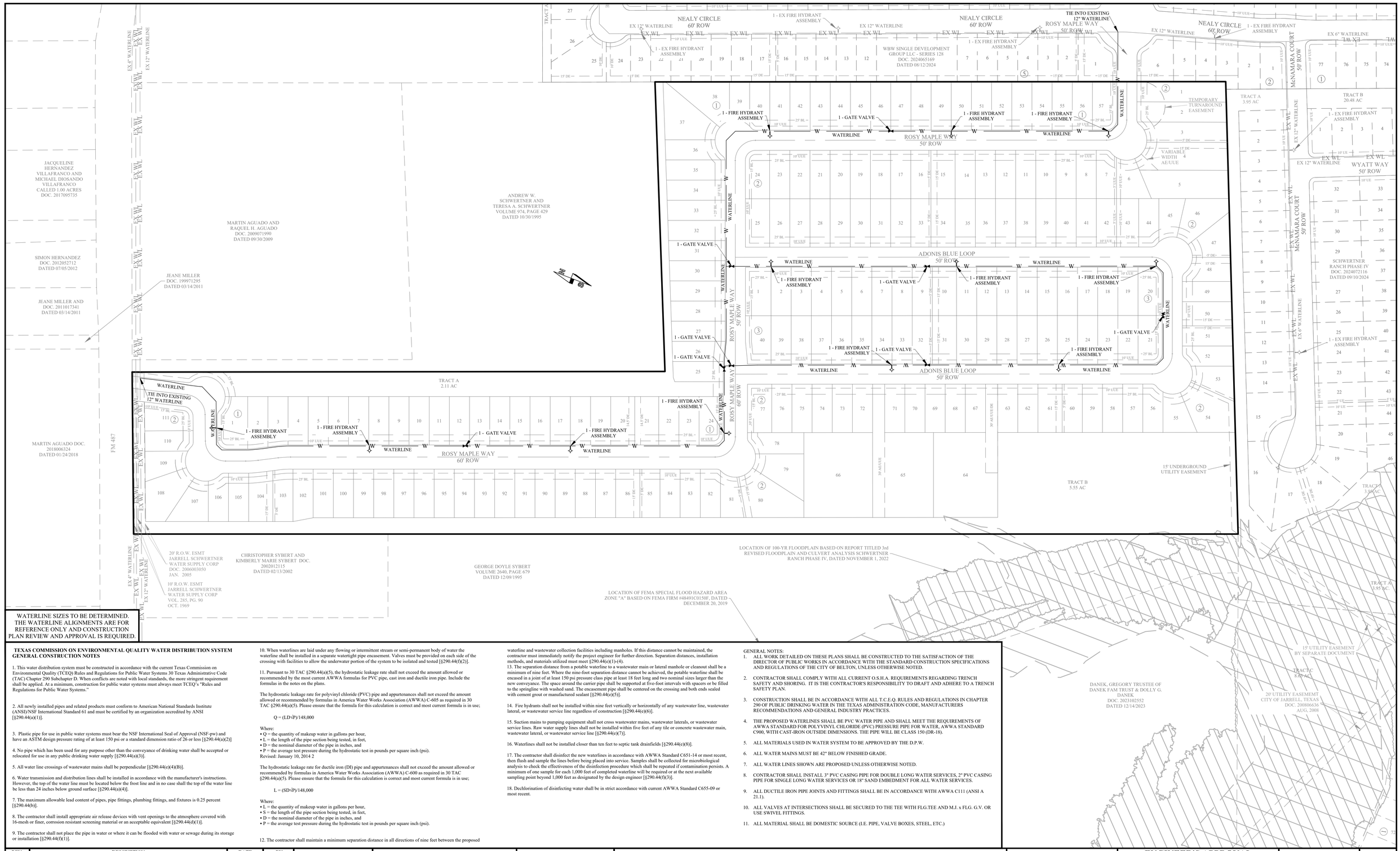
Texas Registered Engineering Firm # F-24040

Texas Registered Surveying Firm # 10194797

SHEET 1 OF 2

PRINTED ON January 09, 2025


NEALY CIRCLE
60' ROW
50' ROW
FERRIS DRIVE
50' ROW
PROPOSE TO HAVE ROSY
MAPLE WAY TIE INTO NEALY
CIRCLE ROUNDABOUT
WBW SINGLE
DEVELOPMENT GROUP
LLC - SERIES 128
DOC. 2024065169
DATED 08/12/2024
SEE INSET A
THIS SHEET
TEMPORARY
TURNAROUND
EASEMENT
N 21°04'36" W 1415.34'
ROSY MAPLE WAY
50' ROW
N 21°04'36" W
870.74'
ADONIS BLUE LOOP
50' ROW
N 21°04'36" W
1033.53'
S21°04'36"E
ROSY MAPLE WAY
60' ROW
N 21°02'56" W 1235.17'
N 21°02'56" W
1052.89'
S 21°06'59" E 1321.15'
TRACT A
2.11 AC
TRACT B
5.55 AC
MCNAMARA COURT
50' ROW
WYATT WAY
50' ROW
SCHWERTNER RANCH PHASE IV
DOC. 2024072116
DATED 09/10/2024
15' UNDERGROUND
UTILITY EASEMENT
N 20°52'37" W 221.65'
TEMPORARY
TURNAROUND
EASEMENT
N 20°52'37" W 199.94'
VARIABLE
WIDTH
E/UUE
N 20°52'37" W
229.73'
N 20°52'37" W
223.86'
S 21°04'36" E 589.38'
N 21°04'36" W 120.99'
N 21°04'36" W 129.04'
N 21°04'36" W 170.44'
S 21°04'36" E 1697.27'
N 21°02'56" W 2738.75'
S 21°02'56" E 365.56'
S 31°42'10" W
N 21°33'08" W
82.24'
N 14°27'27" W
137.31'
N 21°33'20" W
120.46'
N 21°33'20" W
106.93'
N 39°57'18" W
108.08'
N 27°26'42" W
48.72'
N 21°04'36" W
124.07'
N 21°04'36" W
147.11'
N 21°04'36" W
145.64'
N 21°04'36" W
143.93'
N 21°04'36" W
142.23'
N 21°04'36" W
140.52'
N 21°04'36" W
138.82'
N 21°04'36" W
137.11'
N 21°04'36" W
135.41'
N 21°04'36" W
133.70'
N 21°04'36" W
132.00'
N 21°04'36" W
125.29'
S 21°04'36" E
120.30'
S 21°04'36" E
170.55'
S 21°04'36" E
143.41'
S 21°04'36" E
63.31'
N 21°04'36" W
121.02'
N 21°04'36" W
122.36'
N 21°04'36" W
123.98'
N 21°04'36" W
125.33'
N 21°04'36" W
105.53'
N 21°04'36" W
94.41'
N 21°04'36" W
94.53'
N 21°04'36" W
150.86'
N 21°04'36" W
159.14'
N 21°04'36" W
210.62'
N 21°04'36" W
210.62'
N 21°04'36" W
117.68'
N 21°04'36" W
117.68'
N 21°04'36" W
117.68



WATERLINE SIZES TO BE DETERMINED. THE WATERLINE ALIGNMENTS ARE FOR REFERENCE ONLY AND CONSTRUCTION PLAN REVIEW AND APPROVAL IS REQUIRED.

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY WATER DISTRIBUTION SYSTEM GENERAL CONSTRUCTION NOTES

1. This water distribution system must be constructed in accordance with the current Texas Commission on Environmental Quality (TCEQ) Rules and Regulations for Public Water Systems 30 Texas Administrative Code (TAC) Chapter 290 Subchapter D. When conflicts are noted with local standards, the more stringent requirement shall be applied. At a minimum, construction for public water systems must always meet TCEQ's "Rules and Regulations for Public Water Systems."

2. All newly installed pipes and related products must conform to American National Standards Institute (ANSI)/NSF International Standard 61 and must be certified by an organization accredited by ANSI [§290.44(a)(1)].

3. Plastic pipe for use in public water systems must bear the NSF International Seal of Approval (NSF-pw) and have an ASTM design pressure rating of at least 150 psi or a standard dimension ratio of 26 or less [§290.44(a)(2)]

4. No pipe which has been used for any purpose other than the conveyance of drinking water shall be accepted or relocated for use in any public drinking water supply [§290.44(a)(3)].

5. All water line crossings of wastewater mains shall be perpendicular [§290.44(e)(4)(B)].

6. Water transmission and distribution lines shall be installed in accordance with the manufacturer's instructions. However, the top of the water line must be located below the frost line and in no case shall the top of the water line be less than 24 inches below ground surface [§290.44(a)(4)].

7. The maximum allowable lead content of pipes, pipe fittings, plumbing fittings, and fixtures is 0.25 percent [§290.44(b)].

8. The contractor shall install appropriate air release devices with vent openings to the atmosphere covered with 16-mesh or finer, corrosion resistant screening material or an acceptable equivalent [§290.44(d)(1)].

9. The contractor shall not place the pipe in water or where it can be flooded with water or sewage during its storage or installation [§290.44(f)(1)].

10. When waterlines are laid under any flowing or intermittent stream or semi-permanent body of water the waterline shall be installed in a separate watertight pipe encasement. Valves must be provided on each side of the crossing with facilities to allow the underwater portion of the system to be isolated and tested [§290.44(f)(2)].

11. Pursuant to 30 TAC §290.44(a)(5), the hydrostatic leakage rate shall not exceed the amount allowed or recommended by the most current AWWA formulas for PVC pipe, cast iron and ductile iron pipe. Include the formulas in the notes on the plans.

The hydrostatic leakage rate for polyvinyl chloride (PVC) pipe and appurtenances shall not exceed the amount allowed or recommended by formulas in America Water Works Association (AWWA) C-605 as required in 30 TAC §290.44(a)(5). Please ensure that the formula for this calculation is correct and most current formula is in use;

$$Q = (LD\sqrt{P})/148{,}000$$

Where:
- Q = the quantity of makeup water in gallons per hour,
- L = the length of the pipe section being tested, in feet,
- D = the nominal diameter of the pipe in inches, and
- P = the average test pressure during the hydrostatic test in pounds per square inch (psi).

Revised: January 10, 2014 2

The hydrostatic leakage rate for ductile iron (DI) pipe and appurtenances shall not exceed the amount allowed or recommended by formulas in America Water Works Association (AWWA) C-600 as required in 30 TAC §290.44(a)(5). Please ensure that the formula for this calculation is correct and most current formula is in use;

$$L = (SD\sqrt{P})/148{,}000$$

Where:
- L = the quantity of makeup water in gallons per hour,
- S = the length of the pipe section being tested, in feet,
- D = the nominal diameter of the pipe in inches, and
- P = the average test pressure during the hydrostatic test in pounds per square inch (psi).

12. The contractor shall maintain a minimum separation distance in all directions of nine feet between the proposed waterline and wastewater collection facilities including manholes. If this distance cannot be maintained, the contractor must immediately notify the project engineer for further direction. Separation distances, installation methods, and materials utilized must meet §290.44(e)(1)-(4).

13. The separation distance from a potable waterline to a wastewater main or lateral manhole or cleanout shall be a minimum of nine feet. Where the nine-foot separation distance cannot be achieved, the potable waterline shall be encased in a joint of at least 150 psi pressure class pipe at least 18 feet long and two nominal sizes larger than the new conveyance. The space around the carrier pipe shall be supported at five-foot intervals with spacers or be filled to the springline with washed sand. The encasement pipe shall be centered on the crossing and both ends sealed with cement grout or manufactured sealant [§290.44(e)(5)].

14. Fire hydrants shall not be installed within nine feet vertically or horizontally of any wastewater line, wastewater lateral, or wastewater service line regardless of construction [§290.44(e)(6)].

15. Suction mains to pumping equipment shall not cross wastewater mains, wastewater laterals, or wastewater service lines. Raw water supply lines shall not be installed within five feet of any tile or concrete wastewater main, wastewater lateral, or wastewater service line [§290.44(e)(7)].

16. Waterlines shall not be installed closer than ten feet to septic tank drainfields [§290.44(e)(8)].

17. The contractor shall disinfect the new waterlines in accordance with AWWA Standard C651-14 or most recent, then flush and sample the lines before being placed into service. Samples shall be collected for microbiological analysis to check the effectiveness of the disinfection procedure which shall be repeated if contamination persists. A minimum of one sample for each 1,000 feet of completed waterline will be required or at the next available sampling point beyond 1,000 feet as designated by the design engineer [§290.44(f)(3)].

18. Dechlorination of disinfecting water shall be in strict accordance with current AWWA Standard C655-09 or most recent.

GENERAL NOTES:

1. ALL WORK DETAILED ON THESE PLANS SHALL BE CONSTRUCTED TO THE SATISFACTION OF THE DIRECTOR OF PUBLIC WORKS IN ACCORDANCE WITH THE STANDARD CONSTRUCTION SPECIFICATIONS AND REGULATIONS OF THE CITY OF BELTON, UNLESS OTHERWISE NOTED.
2. CONTRACTOR SHALL COMPLY WITH ALL CURRENT O.S.H.A. REQUIREMENTS REGARDING TRENCH SAFETY AND SHORING. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DRAFT AND ADHERE TO A TRENCH SAFETY PLAN.
3. CONSTRUCTION SHALL BE IN ACCORDANCE WITH ALL T.C.E.Q. RULES AND REGULATIONS IN CHAPTER 290 OF PUBLIC DRINKING WATER IN THE TEXAS ADMINISTRATION CODE, MANUFACTURERS RECOMMENDATIONS AND GENERAL INDUSTRY PRACTICES.
4. THE PROPOSED WATERLINES SHALL BE PVC WATER PIPE AND SHALL MEET THE REQUIREMENTS OF AWWA STANDARD FOR POLYVINYL CHLORIDE (PVC) PRESSURE PIPE FOR WATER, AWWA STANDARD C900, WITH CAST-IRON OUTSIDE DIMENSIONS. THE PIPE WILL BE CLASS 150 (DR-18).
5. ALL MATERIALS USED IN WATER SYSTEM TO BE APPROVED BY THE D.P.W.
6. ALL WATER MAINS MUST BE 42" BELOW FINISHED GRADE.
7. ALL WATER LINES SHOWN ARE PROPOSED UNLESS OTHERWISE NOTED.
8. CONTRACTOR SHALL INSTALL 3" PVC CASING PIPE FOR DOUBLE LONG WATER SERVICES, 2" PVC CASING PIPE FOR SINGLE LONG WATER SERVICES OR 18" SAND EMBEDMENT FOR ALL WATER SERVICES.
9. ALL DUCTILE IRON PIPE JOINTS AND FITTINGS SHALL BE IN ACCORDANCE WITH AWWA C111 (ANSI A 21.1).
10. ALL VALVES AT INTERSECTIONS SHALL BE SECURED TO THE TEE WITH FLG.TEE AND M.J. x FLG. G.V. OR USE SWIVEL FITTINGS.
11. ALL MATERIAL SHALL BE DOMESTIC SOURCE (I.E. PIPE, VALVE BOXES, STEEL, ETC.)

REV.	DESCRIPTION	DATE	BY
2	UPDATED LOCATION OF EXISTING WATERLINES	08/29/2024	GFC
1	ORIGINAL RELEASE	07/19/2024	GFC

PROJECT NUMBER: DB01	CLIENT NAME: WBW DEVELOPMENT SERVICES, LLC—Series 060
	CLIENT LOCATION: GEORGETOWN, TX
APPROVED BY: EMW	
AUTHORIZED BY: WBW	

PROJECT INFORMATION

TOTAL SIZE: 48.60 ACRES
TOTAL BLOCKS: 3
TOTAL LOTS: 208
TOTAL TRACTS: 2

GRAPHIC SCALE

0 100' 200' 300'
0 1" 2" 3"
IN FEET

BENCHMARK

Cotton spindle set in the north margin of County Road 313 - bearing S 01°02'00" E, 2949.74 feet from the most southerly corner of this tract.

Observed GPS coordinates based on Texas State Plane Coordinate System, NAD83 (2011) datum, Texas Central Zone No. 4203
N: 10269021.77
E: 3160972.32
Z: 820.52' (NAVD88-Geoid12B)

WATER LINE LAYOUT
DONAHOE BROOK
WILLIAMSON COUNTY, TEXAS

ENGINEER'S APPROVAL

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REVIEW UNDER THE AUTHORITY OF EVAN M. WILLIAMS, P.E. 149088 ON 01/09/2025. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

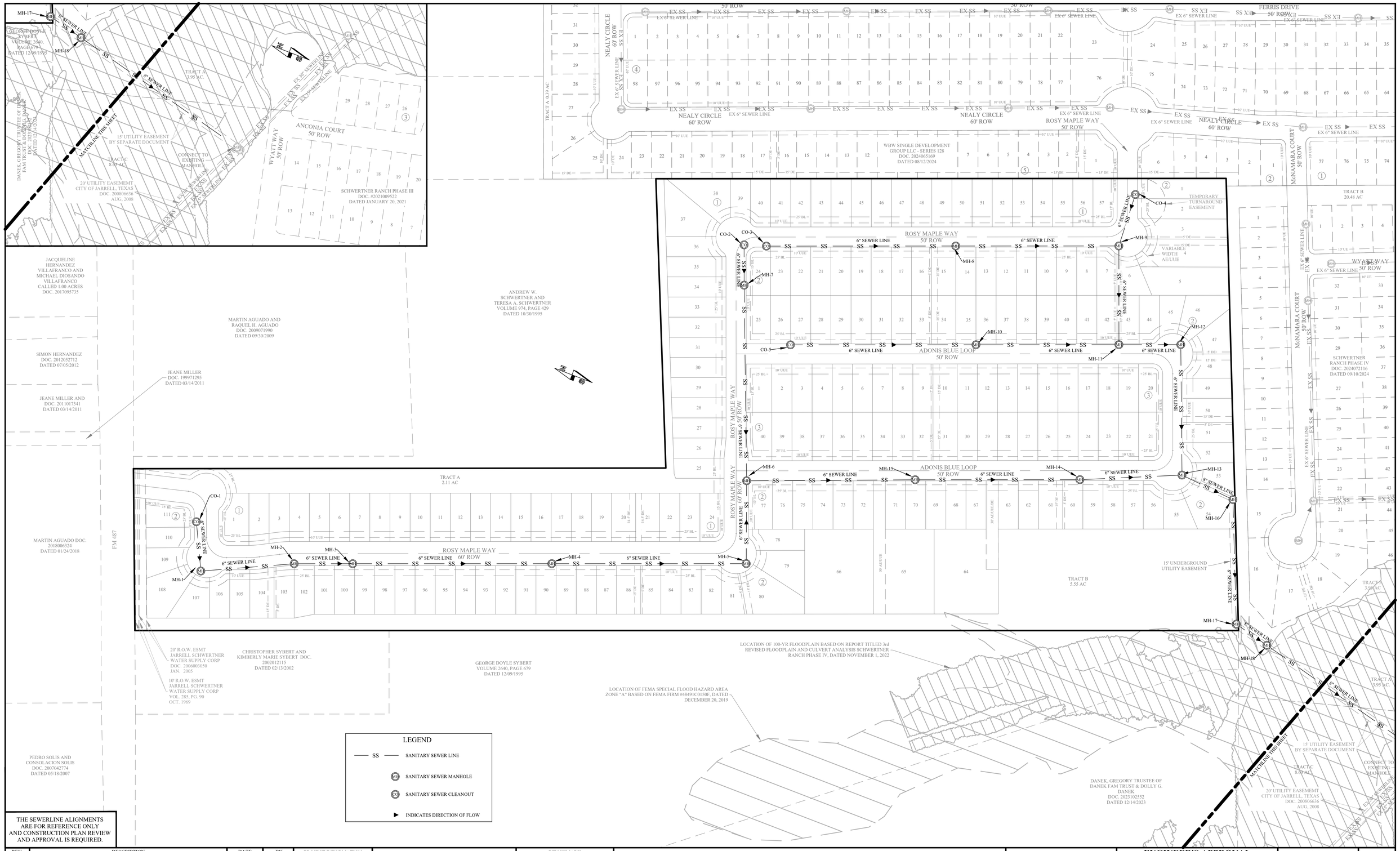
Yalgo Engineering, LLC
109 W 2nd Street Ste. 201
Georgetown, TX 78626
PH (254) 953-5353
FX (254) 953-5057

Texas Registered Engineering Firm # F-24040

Texas Registered Surveying Firm # 10194797

SHEET 3 OF 9

PRINTED ON JANUARY 09, 2025



THE SEWERLINE ALIGNMENTS ARE FOR REFERENCE ONLY AND CONSTRUCTION PLAN REVIEW AND APPROVAL IS REQUIRED.

REV.	DESCRIPTION	DATE	BY
2	TIE IN MOVED FROM SCHWERTNER RANCH PHASE IV TO OFFSITE EXISTING 30"	08/29/2024	GFC
1	ORIGINAL RELEASE	07/19/2024	GFC

PROJECT NUMBER: DB01	CLIENT NAME: WBW DEVELOPMENT SERVICES, LLC—Series 060
	CLIENT LOCATION: GEORGETOWN, TX
APPROVED BY: EMW	
AUTHORIZED BY: WBW	

PROJECT INFORMATION

TOTAL SIZE: 48.60 ACRES
TOTAL BLOCKS: 3
TOTAL LOTS: 208
TOTAL TRACTS: 2

GRAPHIC SCALE

0 100' 200' 300'
0 1" 2" 3"
IN FEET

BENCHMARK

Cotton spindle set in the north margin of County Road 313 - bearing S 01°02'00" E, 2949.74 feet from the most southerly corner of this tract.

Observed GPS coordinates based on Texas State Plane Coordinate System, NAD83 (2011) datum, Texas Central Zone No. 4203
N: 10269021.77
E: 3160972.32
Z: 820.52' (NAVD88-Geoid12B)

SANITARY SEWER LAYOUT
DONAHOE BROOK
WILLIAMSON COUNTY, TEXAS

ENGINEER'S APPROVAL

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REVIEW UNDER THE AUTHORITY OF EVAN M. WILLIAMS, P.E. 149088 ON 01/09/2025. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

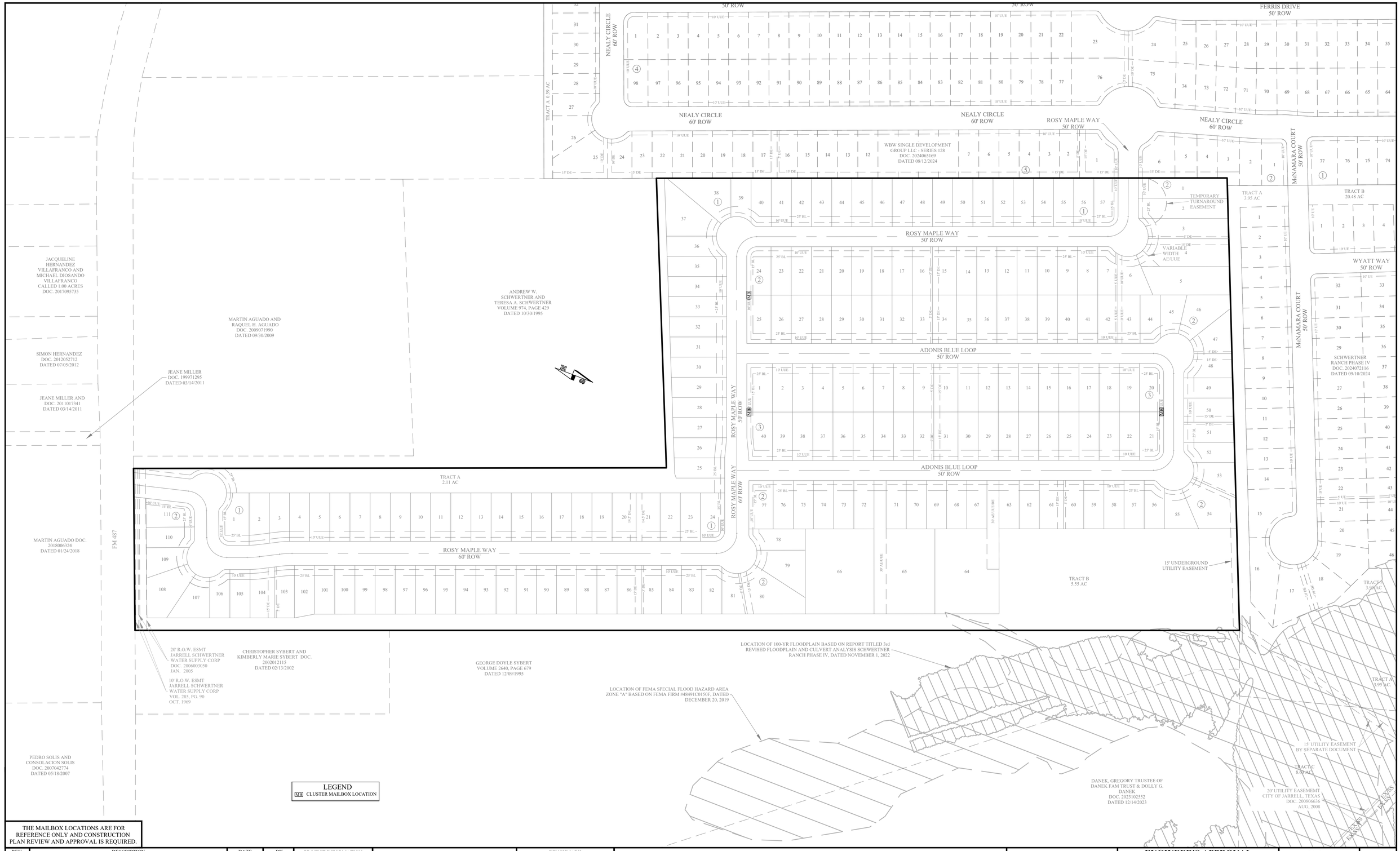
Yalgo Engineering, LLC
109 W 2nd Street Ste. 201
Georgetown, TX 78626
PH (254) 953-5353
FX (254) 953-5057

Texas Registered Engineering Firm # F-24040

Texas Registered Surveying Firm # 10194797

SHEET 4 OF 9

PRINTED ON JANUARY 09, 2025



THE MAILBOX LOCATIONS ARE FOR REFERENCE ONLY AND CONSTRUCTION PLAN REVIEW AND APPROVAL IS REQUIRED.

REV.	DESCRIPTION	DATE	BY
2	CHANGED LOCATION OF MAILBOX	08/29/2024	GFC
1	ORIGINAL RELEASE	07/19/2024	GFC

PROJECT NUMBER: DB01	CLIENT NAME: WBW DEVELOPMENT SERVICES, LLC—Series 060
	CLIENT LOCATION: GEORGETOWN, TX
APPROVED BY: EMW	
AUTHORIZED BY: WBW	

PROJECT INFORMATION

TOTAL SIZE: 48.60 ACRES
TOTAL BLOCKS: 3
TOTAL LOTS: 208
TOTAL TRACTS: 2

GRAPHIC SCALE

0 100' 200' 300'
0 1" 2" 3"
IN FEET

BENCHMARK

Cotton spindle set in the north margin of County Road 313 - bearing S 01°02'00" E, 2949.74 feet from the most southerly corner of this tract.

Observed GPS coordinates based on Texas State Plane Coordinate System, NAD83 (2011) datum, Texas Central Zone No. 4203
N: 10269021.77
E: 3160972.32
Z: 820.52' (NAVD88-Geoid12B)

MAILBOX LAYOUT
DONAHOE BROOK
WILLIAMSON COUNTY, TEXAS

ENGINEER'S APPROVAL

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REVIEW UNDER THE AUTHORITY OF EVAN M. WILLIAMS, P.E. 149088 ON 01/09/2025. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

Yalgo Engineering, LLC
109 W 2nd Street Ste. 201
Georgetown, TX 78626
PH (254) 953-5353
FX (254) 953-5057

Texas Registered Engineering Firm # F-24040

Texas Registered Surveying Firm # 10194797

SHEET 5 OF 9

PRINTED ON JANUARY 09, 2025

NOTES:

1. THE DEVELOPER IS SOLELY RESPONSIBLE FOR THE ACQUISITION OF ANY AND ALL REQUIRED STATE AND NATIONWIDE PERMITS, SUCH AS 401, 402, AND/OR 404, AS APPROPRIATE FROM THE ENVIRONMENTAL PROTECTIVE AGENCY, THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY, AND/OR THE ARMY CORPS OF ENGINEERS. THE DESIGN ENGINEER'S SCOPE OF WORK DID NOT INCLUDE WATERS OF THE UNITED STATES DETERMINATION.
2. PRE-DEVELOPMENT TOPOGRAPHICAL CONTOURS ARE FROM A SURFACE COMPRISED OF A DRONE LIDAR SURVEY WITHIN THE DONAHOE BROOK BOUNDARY, A DESIGN SURFACE WITHIN THE SCHWERTNER RANCH BOUNDARY, AND A PROCESSED 1 METER DIGITAL ELEVATION MODEL (DEM) ACQUIRED FROM THE TEXAS NATURAL RESOURCES INFORMATION SYSTEM (TNRIS)FROM JANUARY 2017.
3. THE TOPOGRAPHICAL INFORMATION IS APPROXIMATE AND INTENDED FOR DRAINAGE ANALYSIS ONLY.
4. CONTOUR INTERVALS ARE 1' VERTICAL, UNLESS OTHERWISE NOTED HEREON.

DRAINAGE LEGEND

- DA-1a - DESIGNATES DRAINAGE AREA
- - INDICATES DRAINAGE AREA BOUNDARY
- - INDICATES DIRECTION OF STORM WATER FLOW
- - BOUNDARY OF PROJECT
- - TIME OF CONCENTRATION LINE

DA - 2 Offsite Pre
Ac. 0.49

DA - 1 Offsite Pre
Ac. 13.90

DA - 1 Pre
Ac. 12.07

DA - 2a Pre
Ac. 25.82

DA - 2b Pre
Ac. 11.84

LAG TIME DA-2 Offsite
4.4 MINUTES

LAG TIME DA-1 Offsite
8.7 MINUTES

LAG TIME DA-1 Pre
12.6 MINUTES

LAG TIME DA-2a Pre
16.6 MINUTES

LAG TIME DA-2b Pre
14.1 MINUTES

DA-1 Pre & DA-1 Offsite Pre
CONCENTRATED DISCHARGE POINT

DA-2a Pre & DA-2 Offsite Pre
CONCENTRATED DISCHARGE POINT

DA-2b Pre
CONCENTRATED DISCHARGE POINT

1 EX STOCK POND
0.85 ACRES
TO BE REMOVED

1 EX 12" STORM SEWER

1 EX 18" STORM SEWER

1 EX 18" STORM SEWER
TO BE REMOVED

1 EX 10" STORM SEWER
TO BE REMOVED

LOCATION OF 100 YR FLOODPLAIN, BASED ON REPORT TITLED 3rd REVISED FLOODPLAIN AND CULVERT ANALYSIS SCHWERTNER RANCH PHASE IV, DATED NOVEMBER 1, 2022

LOCATION OF FEMA SPECIAL FLOOD HAZARD AREA ZONE "A" BASED ON FEMA FIRM #48491C0150F, DATED DECEMBER 20, 2019

NEALY CIRCLE
60' ROW

50' ROW

FERRIS DRIVE
50' ROW

ROSY MAPLE WAY
50' ROW

MCNAMARA COURT
50' ROW

WYATT WAY
50' ROW

FM 487

WBW KINGLE DEVELOPMENT GROUP LLC - SERIES 128
DOC# 202406969
DATED 08/12/2024

JACQUELINE HERNANDEZ VILLAFRANCO AND MICHAEL DOSANDO VILLAFRANCO
CALLED 3.00 ACRES
DOC. 2017095715

MARTIN AGUADO AND RAQUEL H. AGUADO
DOC. 200607109
DATED 09/30/2009

ANDREW W. SCHWERTNER AND TERESA A. SCHWERTNER
VOLUME 974, PAGE 429
DATED 10/30/1995

SIMON HERNANDEZ
DOC# 2012052712
DATED 07/05/2012

JEANE MILLER
DOC. 199971295
DATED 03/14/2011

JEANE MILLER AND
DOC. 2011017341
DATED 03/14/2011

MARTIN AGUADO JR.
2018006324
DATED 01/24/2018

PEDRO SOLIS AND
CONSUELO SOLIS
DOC. 2007042724
DATED 05/18/2007

CHRISTOPHER SYBERT AND KIMBERLY MARIE SYBERT, DOC. 2012012115
DATED 01/13/2002

GEORGE DOYLE SYBERT
VOLUME 2640, PAGE 420
DATED 12/09/1995

20' R.O.W. ESMT
JARRELL SCHWERTNER WATER SUPPLY CORP
DOC. 2006008050
JAN. 2005

10' R.O.W. ESMT
JARRELL SCHWERTNER WATER SUPPLY CORP
VOL. 285, PG 90
OCT. 1969

R.O.W.
TEXAS POWER
VOL. 291, PG.

SCHWERTNER RANCH PHASE IV
DOC. 2024072116
DATED 09/10/2024

15' UTILITY EASEMENT
BY SEPARATE DOCUMENT

TRACT C
2.98 AC

TRACT D
3.98 AC

20' UTILITY EASEMEMT
CITY OF JARRELL, TEXAS
DOC. 200806636
AUG, 2008

DANEK, GREGORY TRUSTEE OF
DANEK FAM TRUST & DOLLY G. DANEK
DOC. 2023102552
DATED 12/14/2023

REV.	DESCRIPTION	DATE	BY
2	UPDATED DRAINAGE AREAS, TC LINES AND ARROWS, ADDED OFFSITE	08/29/2024	EMW
1	ORIGINAL RELEASE	07/19/2024	EMW

PROJECT NUMBER: DB01
CLIENT NAME: WBW DEVELOPMENT SERVICES, LLC—Series 060
CLIENT LOCATION: GEORGETOWN, TX
APPROVED BY: EMW
AUTHORIZED BY: WBW

PROJECT INFORMATION

TOTAL SIZE: 48.60 ACRES
TOTAL BLOCKS: 3
TOTAL LOTS: 208
TOTAL TRACTS: 2

GRAPHIC SCALE

0 100' 200' 300'
0 1" 2" 3"
IN FEET

BENCHMARK

Cotton spindle set in the north margin of County Road 313 - bearing
S 01°02'00" E, 2949.74 feet from the most southerly corner of this tract.

Observed GPS coordinates based on Texas State Plane Coordinate System, NAD83 (2011) datum, Texas Central Zone No. 4203
N: 10269021.77
E: 3160972.32
Z: 820.52' (NAVD88-Geoid12B)

PRE - DRAINAGE
DONAHOE BROOK
WILLIAMSON COUNTY, TEXAS

ENGINEER'S APPROVAL

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REVIEW UNDER THE AUTHORITY OF EVAN M. WILLIAMS, P.E. 149088 ON 01/09/2025. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

Yalgo Engineering, LLC
109 W 2nd Street Ste. 201
Georgetown, TX 78626
PH (254) 953-5353
FX (254) 953-5057

Texas Registered Engineering Firm # F-24040

Texas Registered Surveying Firm # 10194797

PRINTED ON JANUARY 09, 2025

NOTES:

1. THE DEVELOPER IS SOLELY RESPONSIBLE FOR THE ACQUISITION OF ANY AND ALL REQUIRED STATE AND NATIONWIDE PERMITS, SUCH AS 401, 402, AND/OR 404, AS APPROPRIATE FROM THE ENVIRONMENTAL PROTECTIVE AGENCY, THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY, AND/OR THE ARMY CORPS OF ENGINEERS. THE DESIGN ENGINEER'S SCOPE OF WORK DID NOT INCLUDE WATERS OF THE UNITED STATES DETERMINATION.
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3. THE TOPOGRAPHICAL INFORMATION IS APPROXIMATE AND INTENDED FOR DRAINAGE ANALYSIS ONLY.
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DRAINAGE LEGEND

- DA-1a - DESIGNATES DRAINAGE AREA
- - INDICATES DRAINAGE AREA BOUNDARY
- - INDICATES DIRECTION OF STORM WATER FLOW
- - BOUNDARY OF PROJECT
- - TIME OF CONCENTRATION LINE

DA - 2 Offsite Post
Ac. 0.49

DA - 1 Offsite Post
Ac. 13.34

DA - 3 Offsite Post
Ac. 0.55

DA - 1 Post
Ac. 8.15

DA - 2a Post
Ac. 30.74

DA - 2b Post
Ac. 11.21

LAG TIME DA-2 Offsite
4.4 MINUTES

LAG TIME DA-1 Offsite
8.7 MINUTES

LAG TIME DA-3 Offsite
4.5 MINUTES

LAG TIME DA-1 Post
11.4 MINUTES

LAG TIME DA-2a Post
9.1 MINUTES

LAG TIME DA-2b Post
11.8 MINUTES

DA-1 Post & DA-1 Offsite Post
CONCENTRATED DISCHARGE POINT

DA-2a Post, DA-2 Offsite Post, & DA-3 Offsite Post
CONCENTRATED DISCHARGE POINT

DA-2b Post
CONCENTRATED DISCHARGE POINT

NEALY CIRCLE 60' ROW
ROSY MAPLE WAY 50' ROW
ROSY MAPLE WAY 60' ROW
ADONIS BLUE LOOP 50' ROW
FERRIS DRIVE 50' ROW
MENAMARA COURT 50' ROW
WYATT WAY 50' ROW
TEMPORARY TURNAROUND EASEMENT
VARIABLE WIDTH 4 AE/UE
15' UNDERGROUND UTILITY EASEMENT
TRACT A 2.71 AC
TRACT B 5.55 AC
TRACT C 20.18 AC
TRACT D 5.39 AC
TRACT E 3.39 AC
TRACT F 20.18 AC
SCHWERTNER RANCH PHASE IV DOC. 2024072116 DATED 09/10/2024
WBW SINGLE DEVELOPMENT GROUP LLC - SERIES 128 DOC. 2024065169 DATED 08/12/2024
TEX STOCK POND 0.85 ACRES TO BE REMOVED
1 EX 18" STORM SEWER TO BE REMOVED
1 EX 12" STORM SEWER
1 EX 18" STORM SEWER
1 EX 18" STORM SEWER TO BE REMOVED
LOCATION OF 100 YR FLOODPLAIN BASED ON REPORT TITLED 3rd REVISED FLOODPLAIN AND CULVERT ANALYSIS SCHWERTNER RANCH PHASE IV DATED NOVEMBER 1, 2022
LOCATION OF FEMA SPECIAL FLOOD HAZARD AREA ZONE "A" BASED ON FEMA FIRM #48491C0150F, DATED DECEMBER 20, 2019
JACQUELINE HERNANDEZ VILLAFRANCO AND MICHAEL DESANDO VILLAFRANCO CALLED 1.00 ACRES DOC. 2017095735
MARTIN AGUADO AND RAQUEL H. AGUADO DOC. 2009071909 DATED 09/30/2009
SIMON HERNANDEZ DOC. 2012052212 DATED 07/03/2012
JEANE MILLER DOC. 1999712195 DATED 03/14/2011
JEANE MILLER AND DOC. 2011017341 DATED 03/14/2011
MARTIN AGUADO DOC. 2015006324 DATED 01/24/2015
PEDRO SOLIS AND CONSOLACION SOLIS DOC. 2007042234 DATED 05/18/2007
ANDREW W. SCHWERTNER AND TERESA A. SCHWERTNER VOLUME 974, PAGE 429 DATED 10/30/1995
GEORGE DOYLE SYBERT VOLUME 2640, PAGE 429 DATED 12/09/1995
CHRISTOPHER SYBERT AND KIMBERLY MARIE SYBERT DOC. 2002012115 DATED 02/13/2002
20' R.O.W. ESMT. JARRELL SCHWERTNER WATER SUPPLY CORP DOC. 2006030850 VAN. 2005
10' R.O.W. ESMT. JARRELL SCHWERTNER WATER SUPPLY CORP VOL. 285, PG. 90 OCT. 1969
R.O.W. TEXAS POWER VOL. 291, PG.
DANEK, GREGORY TRUSTEE OF DANEK FAM TRUST & DOLLY G. DANEK DOC. 2023102552 DATED 12/14/2023
15' UTILITY EASEMENT BY SEPARATE DOCUMENT
20' UTILITY EASEMENT CITY OF JARRELL, TEXAS DOC. 2008060636 AUG. 2008

REV.	DESCRIPTION	DATE	BY
2	ADDED OFFSITE	08/29/2024	EMW
1	ORIGINAL RELEASE	07/19/2024	EMW

PROJECT NUMBER: DB01
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IN FEET

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E: 3169972.32
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POST - DRAINAGE
DONAHOE BROOK
WILLIAMSON COUNTY, TEXAS

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- - INDICATES DRAINAGE AREA BOUNDARY
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- - BOUNDARY OF PROJECT
- - TIME OF CONCENTRATION LINE

DA - 1 Offsite Pond
Ac. 1.04

LAG TIME DA-1 Offsite Pond
4.5 MINUTES

DA - 2 Pond
Ac. 30.43

LAG TIME DA-2 Pond
9.1 MINUTES

DA-2 Pond
CONCENTRATED DISCHARGE POINT

NEALY CIRCLE 60' ROW
ROSY MAPLE WAY 50' ROW
ROSY MAPLE WAY 60' ROW
FERRIS DRIVE 50' ROW
MCNAMARA COURT 50' ROW
WYATT WAY 50' ROW
ADONIS BLUE LOOP 50' ROW
TEMPORARY TURNAROUND EASEMENT
VARIABLE WIDTH AE/UUE
15' UNDERGROUND UTILITY EASEMENT
TRACT A 7.1 AC
TRACT B 5.55 AC
TRACT C 3.9 AC
TRACT D 4.8 AC
TRACT E 10.16 AC
TRACT F 5.8 AC
TRACT G 10.16 AC
TRACT H 10.16 AC
TRACT I 5.8 AC
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JACQUELINE HERNANDEZ VILLAFRANCO AND MICHAEL DESANDO VILLAFRANCO CALLED 1.00 ACRES DOC. 2017095735
MARTIN AGUADO AND RAQUEL H. AGUADO DOC. 2009071909 DATED 09/30/2009
SIMON HERNANDEZ DOC 2012052712 DATED 07/05/2012
JEANE MILLER DOC. 1999071295 DATED 03/14/2011
JEANE MILLER AND DOC. 2018017341 DATED 03/14/2018
MARTIN AGUADO ET UX 2018006324 DATED 01/24/2018
PEDRO SOLIS AND CONSOLACION SOLIS DOC. 2007047224 DATED 05/18/2007
ANDREW W. SCHWERTNER AND TERESA A. SCHWERTNER VOLUME 974, PAGE 429 DATED 10/30/1995
CHRISTOPHER SYBERT AND KIMBERLY MARIE SYBERT DOC. 2012012115 DATED 02/13/2002
GEORGE DOYLE SYBERT VOLUME 2640, PAGE 628 DATED 12/09/1995
WBW SINGLE DEVELOPMENT GROUP LLC I SERIES 128 DOC. 2024065169 DATED 08/12/2024
DANEK, GREGORY TRUSTEE OF DANEK FAM TRUST & DOLLY G. DANEK DOC. 2023102552 DATED 12/14/2023
SCHWERTNER RANCH PHASE IV DOC. 2024072116 DATED 09/10/2024
TEXAS POWER VOL. 291, PG.
20' UTILITY EASEMEMT CITY OF JARRELL, TEXAS DOC. 2008006636 AUG. 2008
15' UTILITY EASEMENT BY SEPARATE DOCUMENT

1 EX 12" STORM SEWER
1 EX 18" STORM SEWER
1 EX 18" STORM SEWER TO BE REMOVED
1 EX 10" STORM SEWER TO BE REMOVED
1 EX STOCK POND 0.85 ACRES TO BE REMOVED
20' R.O.W. ESMT. JARRELL SCHWERTNER WATER SUPPLY CORP DOC. 2006000050 JAN. 2005
10' R.O.W. ESMT. JARRELL SCHWERTNER WATER SUPPLY CORP VOL. 285, PG. 90 OCT. 1969
LOCATION OF 100 YR FLOODPLAIN BASED ON REPORT TITLED 3rd REVISED FLOODPLAIN AND CULVERT ANALYSIS SCHWERTNER RANCH PHASE IV DATED NOVEMBER 1, 2022
LOCATION OF FEMA SPECIAL FLOOD HAZARD AREA ZONE "A" BASED ON FEMA FIRM #48491C0150F, DATED DECEMBER 20, 2019

REV.	DESCRIPTION	DATE	BY
1	ORIGINAL RELEASE	07/19/2024	EMW

PROJECT NUMBER: DB01
CLIENT NAME: WBW DEVELOPMENT SERVICES, LLC—Series 060
CLIENT LOCATION: GEORGETOWN, TX
APPROVED BY: EMW
AUTHORIZED BY: WBW

PROJECT INFORMATION

TOTAL SIZE: 48.60 ACRES
TOTAL BLOCKS: 3
TOTAL LOTS: 208
TOTAL TRACTS: 2

GRAPHIC SCALE
0 100' 200' 300'
0 1" 2" 3"
IN FEET

BENCHMARK

Cotton spindle set in the north margin of County Road 313 - bearing
S 01°02'00" E, 2949.74 feet from the most southerly corner of this tract.

Observed GPS coordinates based on Texas State Plane Coordinate System, NAD83 (2011) datum, Texas Central Zone No. 4203
N: 10269021.77
E: 3160972.32
Z: 820.52' (NAVD88-Geoid12B)

POST - DRAINAGE FOR POND
DONAHOE BROOK
WILLIAMSON COUNTY, TEXAS

ENGINEER'S APPROVAL

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REVIEW UNDER THE AUTHORITY OF EVAN M. WILLIAMS, P.E. 149088 ON 01/09/2025. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

Yalgo Engineering, LLC
109 W 2nd Street Ste. 201
Georgetown, TX 78626
PH (254) 953-5353
FX (254) 953-5057
Texas Registered Engineering Firm # F-24040
Texas Registered Surveying Firm # 10194797

PRINTED ON JANUARY 09, 2025

NOTES:

1. THE DEVELOPER IS SOLELY RESPONSIBLE FOR THE ACQUISITION OF ANY AND ALL REQUIRED STATE AND NATIONWIDE PERMITS, SUCH AS 401, 402, AND/OR 404, AS APPROPRIATE FROM THE ENVIRONMENTAL PROTECTIVE AGENCY, THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY, AND/OR THE ARMY CORPS OF ENGINEERS. THE DESIGN ENGINEER'S SCOPE OF WORK DID NOT INCLUDE WATERS OF THE UNITED STATES DETERMINATION.
2. PRE-DEVELOPMENT TOPOGRAPHICAL CONTOURS ARE FROM A SURFACE COMPRISED OF A DRONE LIDAR SURVEY WITHIN THE DONAHOE BROOK BOUNDARY, A DESIGN SURFACE WITHIN THE SCHWERTNER RANCH BOUNDARY, AND A PROCESSED 1 METER DIGITAL ELEVATION MODEL (DEM) ACQUIRED FROM THE TEXAS NATURAL RESOURCES INFORMATION SYSTEM (TNRIS)FROM JANUARY 2017. POST-DEVELOPMENT CONTOURS WITHIN THE DONAHOE BROOK BOUNDARY ARE FROM A DESIGN SURFACE.
3. THE TOPOGRAPHICAL INFORMATION IS APPROXIMATE AND INTENDED FOR DRAINAGE ANALYSIS ONLY.
4. CONTOUR INTERVALS ARE 1' VERTICAL, UNLESS OTHERWISE NOTED HEREON.

DRAINAGE LEGEND

- DA-1a - DESIGNATES DRAINAGE AREA
- - INDICATES DRAINAGE AREA BOUNDARY
- - INDICATES DIRECTION OF STORM WATER FLOW
- - BOUNDARY OF PROJECT
- - TIME OF CONCENTRATION LINE

DA - 1a (Ch.)
Ac. 4.34

DA - 1b (Ch.)*
Ac. 11.17

TRACT B
5.55 AC

TRACT A
5.39 AC

NEALY CIRCLE
60' ROW

ROSY MAPLE WAY
50' ROW

ROSY MAPLE WAY
60' ROW

ADONIS BLUE LOOP
50' ROW

MCNAMARA COURT
50' ROW

WYATT WAY
50' ROW

FERRIS DRIVE
50' ROW

TEMPORARY TURNAROUND EASEMENT

15' UNDERGROUND UTILITY EASEMENT

WBW SINGLE DEVELOPMENT GROUP LLC | SERIES 128
DOC# 2024065169
DATED 08/12/2024

JACQUELINE HERNANDEZ VILLAFRANCO AND MICHAEL DESANDO VILLAFRANCO
CALLED 1.00 ACRES
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DOC. 2023102552
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R.O.W. TEXAS POWER VOL. 291, PG. 1 Abs

SCHWERTNER RANCH PHASE IV
DOC. 20240072116
DATED 09/10/2024

1 EX 12" STORM SEWER

1 EX 18" STORM SEWER

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FM 487

20' R.O.W. ESMT JARRELL SCHWERTNER WATER SUPPLY CORP DOC. 20060035 JAN. 2005

10' R.O.W. ESMT JARRELL SCHWERTNER WATER SUPPLY CORP VOL 285, PG 90 OCT. 1969

LOCATION OF 100 YR FLOODPLAIN BASED ON REPORT TITLED 3rd REVISED FLOODPLAIN AND CULVERT ANALYSIS SCHWERTNER RANCH PHASE IV, DATED NOVEMBER 1, 2022

LOCATION OF FEMA SPECIAL FLOOD HAZARD AREA ZONE "A" BASED ON FEMA FIRM #48491C0150F, DATED DECEMBER 20, 2019

EX GRASS-LINED V-CHANNEL
3:1 SIDE SLOPES
12' WIDE
2' DEEP
1.00% LONGITUDINAL SLOPE

EX GRASS-LINED TRAPEZOIDAL CHANNEL
3:1 SIDE SLOPES
23' WIDE
3' DEEP
0.40% LONGITUDINAL SLOPE

15' UTILITY EASEMENT BY SEPARATE DOCUMENT

20' UTILITY EASEMENT CITY OF JARRELL, TEXAS
DOC. 2008006336
AUG, 2008

REV.	DESCRIPTION	DATE	BY
1	ORIGINAL RELEASE	08/29/2024	EMW

PROJECT NUMBER: DB01
APPROVED BY: EMW
AUTHORIZED BY: WBW
CLIENT NAME: WBW DEVELOPMENT SERVICES, LLC—Series 060
CLIENT LOCATION: GEORGETOWN, TX

PROJECT INFORMATION

TOTAL SIZE: 48.60 ACRES
TOTAL BLOCKS: 3
TOTAL LOTS: 208
TOTAL TRACTS: 2

GRAPHIC SCALE
0 100' 200' 300'
0 1" 2" 3"
IN FEET

BENCHMARK

Cotton spindle set in the north margin of County Road 313 - bearing
S 01°02'00" E, 2949.74 feet from the most southerly corner of this tract.

Observed GPS coordinates based on Texas State Plane Coordinate System, NAD83 (2011) datum, Texas Central Zone No. 4203
N: 10269021.77
E: 3160972.32
Z: 820.52' (NAVD88-Geoid12B)

POST DRAINAGE FOR OFFSITE CHANNEL
DONAHOE BROOK
WILLIAMSON COUNTY, TEXAS

ENGINEER'S APPROVAL

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Yalgo Engineering, LLC
109 W 2nd Street Ste. 201
Georgetown, TX 78626
PH (254) 953-5353
FX (254) 953-5057

Texas Registered Engineering Firm # F-24040

Texas Registered Surveying Firm # 10194797

SHEET 9 OF 9

PRINTED ON JANUARY 09, 2025

Commissioners Court - Regular Session **22.**

Meeting Date: 03/04/2025

Accepting donations to Veteran Services

Submitted For: Michael Hernandez **Submitted By:** Misty Cordero-Pierce, Veteran Services

Department: Veteran Services

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenue for Veteran Services Donations.

Background

Donations are provided to Veteran Services by VFW District 28 and VFW Post 8587.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367400	Donations	$5,480.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	02/26/2025 09:37 AM
Form Started By: Misty Cordero-Pierce		Started On: 02/26/2025 07:44 AM
Final Approval Date: 02/26/2025		

Commissioners Court - Regular Session **23.**

Meeting Date: 03/04/2025

Accepting donations to Veteran Services

Submitted For: Michael Hernandez **Submitted By:** Misty Cordero-Pierce, Veteran Services

Department: Veteran Services

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for Veteran Services Donations.

Background

Donations are provided to Veteran Services by VFW District 28 and VFW Post 8587.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0405.003670	Donations	$5,480.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	02/26/2025 09:35 AM
Form Started By: Misty Cordero-Pierce		Started On: 02/26/2025 07:40 AM
Final Approval Date: 02/26/2025		

Commissioners Court - Regular Session **24.**

Meeting Date: 03/04/2025

Road and Bridge Project Transfer

Submitted By: Karen Knightstep, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on transferring $146,000 from P499 (CR 201 Ph 1) to P646 (CR 404).

Background

This transfer is necessary to cover additional expenditures for P646 (County Road 404).

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	02/27/2025 11:18 AM
Form Started By: Karen Knightstep		Started On: 02/27/2025 10:13 AM
Final Approval Date: 02/27/2025		

Commissioners Court - Regular Session **25.**

Meeting Date: 03/04/2025

Facilities Management Updated Career Ladder

Submitted For: Dale Butler **Submitted By:** Leah Liesmann, Facilities Management

Department: Facilities Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the career ladder for Facilities Management.

Background

Career ladder attached for review.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Facilities Career Ladder

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	02/25/2025 02:15 PM
Form Started By: Leah Liesmann		Started On: 02/25/2025 01:28 PM
Final Approval Date: 02/25/2025		

FACILITIES MANAGEMENT CAREER LADDERS

Career Ladder	Title	Salary Grade	Criteria
General Maintenance (Including Jail Maintenance)	Gen Maint Tech I	B.20	One (1) year of related experience or an equivalent combination of training and experience
	Gen Maint Tech II	B.21	Two (2) years of related experience or an equivalent combination of training and experience Demonstrated skill in basic electrical, plumbing, mechanical, and carpentry
	Senior General Maintenance Tech	B.23	Leads when Supervisor is Absent; Three (3) years of related experience or an equivalent combination of training including One (1) year of demonstrated lead or supervisory experience
	Inventory Control Coordinator I	B.22	Two (2) Years Inventory Control Experience; Microsoft Office and Computer Managed Maintenance Systems
	Inventory Control Coordinator II	B.23	Four (4) Years Inventory Control Experience; One (1) Year Supervisory Experience, Microsoft Office and Computer Managed Maintenance Systems.
HVAC	HVAC Tech I	B.22	Entry Level Position. Preventative Maintenance and Repairs; 1 Year Experience
	HVAC Tech II	B.24	EPA HVAC Certifications I and II; 2 Years HVAC Experience
	Senior HVAC Tech	B.26	Leads when Supervisor Absent; 5 Years Experience; 1 Year Supervisory Experience EPA HVAC Certifications I and II
Electrical	Electrical Technician I	B.22	3 Years Electrical Maintenance Experience
	Electrical Technician II	B.23	TDLR Apprentice Electrician License; 4 Years Electrical Maintenance Experience
	Electrician Journeyman	B.26	Leads when Supervisor Absent; 4 Years Apprentice Experience; 1 Year Lead or Supervisory Experience TDLR Journeyman Electrician License
Access Control	Access Control Tech I	B.22	Entry Level Position. 2 Years Training/Experience; Completion of Wilco Detention Lock Training Certifications w/in 1 Year: Lenel On-Guard and Best Lock System
	Access Control Tech II	B.23	3 Years Experience/Training; Wilco Detention Lock Training; Certifications w/in 1 Year: Lenel On-Guard and Best Lock System
	Senior Access Control Tech	B.24	4 Years Experience/Training; Wilco Detention Lock Training; Certifications w/in 1 Year: Lenel On-Guard and Best Lock System

Commissioners Court - Regular Session **26.**

Meeting Date: 03/04/2025

Approval of agreement #2025156 with JT Vaughn Construction, LLC for Williamson County Expo Center Parking Lot 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 purchase and construction agreement #2025156 between JT Vaughn Construction, LLC and Williamson County for the Expo Center Parking Lot, in the amount of Nine Hundred Ninety-Six Thousand Nine Hundred Twenty-One Dollars ($996,921.00), pursuant to Omnia Contract Number R200107 and execution of the agreement, Funding source is P713.

Background

This is for the Williamson County Expo Center Parking Lot, 5350 Bill Pickett Trail, Taylor, TX. Detailed Scope of Work is attached. Contract Audit and General Counsel reviewed. The funding source is P713 and the point of contact is Christy Matoska.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement Expo Perimeter Paving_Vaughn_Agreement for Construction Services_2025.02.25

Form 1295 JT Vaughn LLC Complete

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	02/26/2025 08:33 PM
County Judge Exec Asst.	Delia Colon	02/27/2025 09:20 AM
Form Started By: Johnny Grimaldo		Started On: 02/26/2025 11:28 AM
Final Approval Date: 02/27/2025		

Agreement for Construction Services

(Cooperative Contract #OMNIA R200107)

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

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor for the construction of Williamson County Expo Center Parking Lot (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 **Nine Hundred Ninety-Six Thousand Nine Hundred Twenty-One Dollars ($996,921.)** 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 **Eighty (80) 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
Commercial General Liability (including premises, completed operations and contractual)	$1,000,000
Aggregate policy limits:	$2,000,000

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

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

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

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

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

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

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

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

6.5.2 Workers' Compensation Insurance Coverage:

1. Definitions:

(a) Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.
(b) Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project has been completed and accepted by the Owner.
(c) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).
(d) Persons providing services on the Project ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

2. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project.

3. The Contractor must provide a certificate of coverage prior to execution of the Agreement/Contract, and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.
4. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.
5. The Contractor shall obtain from each person providing services on a project, and provide to the Owner:

   (a.) a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and
   (b.) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

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

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

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

i. a certificate of coverage, prior to the other person beginning work on the Project; and

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

(e) retain all required certificate of coverage on file for the duration of the Project and for one year thereafter;

(f) notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

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

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

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

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

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

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

6.5.6 The furnishing of the above listed insurance coverage, as may be modified by the Agreement, must be tendered prior to execution of the Agreement/Contract, and in no event

later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

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

6.5.8 Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

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

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

ARTICLE 7 INDEMNITY:

7.1 INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, Contractor SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF CONTRACTOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE PROJECT SITE

OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. CONTRACTOR HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OR THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF CONTRACTOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

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

ARTICLE 8 WARRANTY:

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

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

ARTICLE 9 PREVAILING WAGE RATE:

9.1 Duty to Pay Prevailing Wage Rates. The Contractor shall pay not less than the wage scale of the various classes of labor as shown on the "Prevailing Wage Schedule", as defined below. The specified wage rates are minimum rates only, and are not representations that qualified labor adequate to perform the Work is available locally at the prevailing wage rates. The Owner is not bound to pay—and will not consider—any claims for additional compensation made by any

Contractor because the Contractor pays wages in excess of the applicable minimum rate contained in the Agreement. The "Prevailing Wage Schedule" is not a representation that quantities of qualified labor adequate to perform the Work may be found locally at the specified wage rates.

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

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

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

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

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

Wage Schedule and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.

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

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 #OMNIA R200107; and
5. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

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

1. This Agreement between Owner and Contractor;
2. Exhibit "A" – Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Agreement;
4. Cooperative Contract #OMNIA R200107; and
5. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

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

OWNER:

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

By: _____

Printed Name: _____

Title: _____

Date: _____

CONTRACTOR:

J.T. Vaughn Construction, LLC.

By: 

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

Title: _____

Date: 2/24/25

Exhibit "A"

Plans and Specifications

Location of Work: Williamson County Expo Center, 5350 Bill Pickett Trail, Taylor, TX 76574

Scope of Work:

Contractor to provide:

1. On-site supervision & safety measures
2. Temporary project site containment measures
3. Single mobilization
4. East Parking Lot
    a. Two (2) trenches across the parking lot approximately 400'
    b. Two 2" PVC raceways
    c. One 1" PVC raceway
    d. Asphalt 242,505 sq. ft.
    e. Edge mill the pavement areas, adjacent to ribbon curbs, islands, gutter pans, pavement edges, and utility valves
    f. Thermoplastic striping
5. North Parking Lot
    a. Two (2) trenches across the parking lot approximately 130'
    b. One 2" and 4" PVC raceway
    c. Remove loose gravel and stockpile on site
    d. Asphalt 51,860 sqft.
    e. Four (4) concrete approaches doweled into existing building
    f. Ribbon curb around water tank, remainder will be asphalt

Exclusions:
Locating or removing asbestos or other hazardous materials
Badging and background check fees
Damage to any unknown underground utilities

Williamson County Expo East & North Parking Lot

Σa: 244,422.92 sq ft
Σp: 0.85 mile

Wico Expo
242,505.72 sq ft

Trench Line

Existing to remain

- (2)Trench across existing parking lot 130' at depth of 30" by 24" wide

- Install PVC 2" raceway in trench

- Install PVC 4" raceway in trench

- Flow fill trench to grade

- Removal of 51,860 sqft. up to 3" of loose gravel and store on site

- Install 51,860 Square Feet of asphalt to a depth of 2".

- Trench across the existing parking lot 350' to a depth of 30" by 24" wide.

- Install two PVC 2" raceways in trench.

- Flow fill trench to grade.

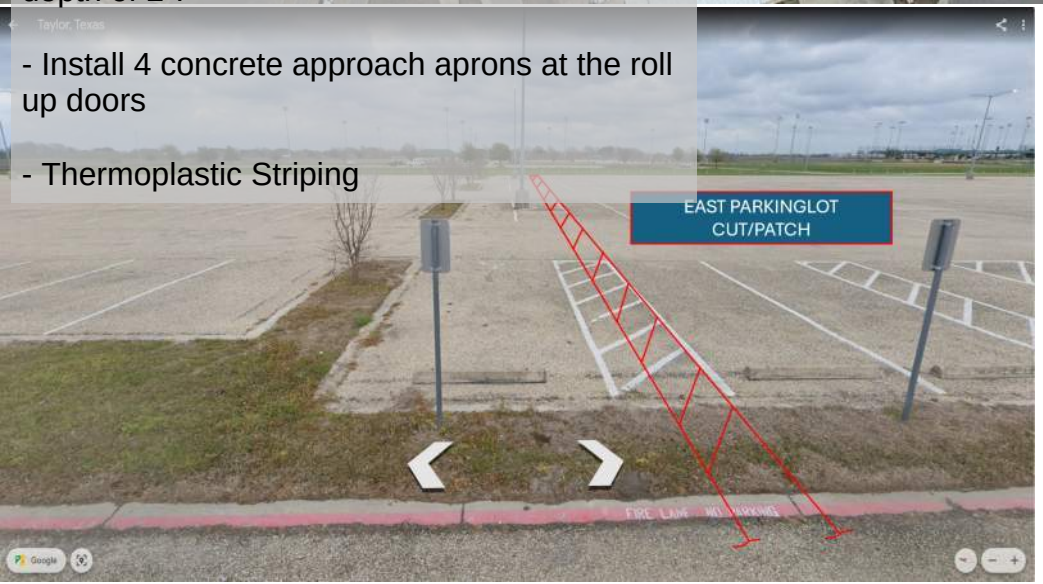
- Install 242,505 Square Feet of asphalt to a depth of 2".

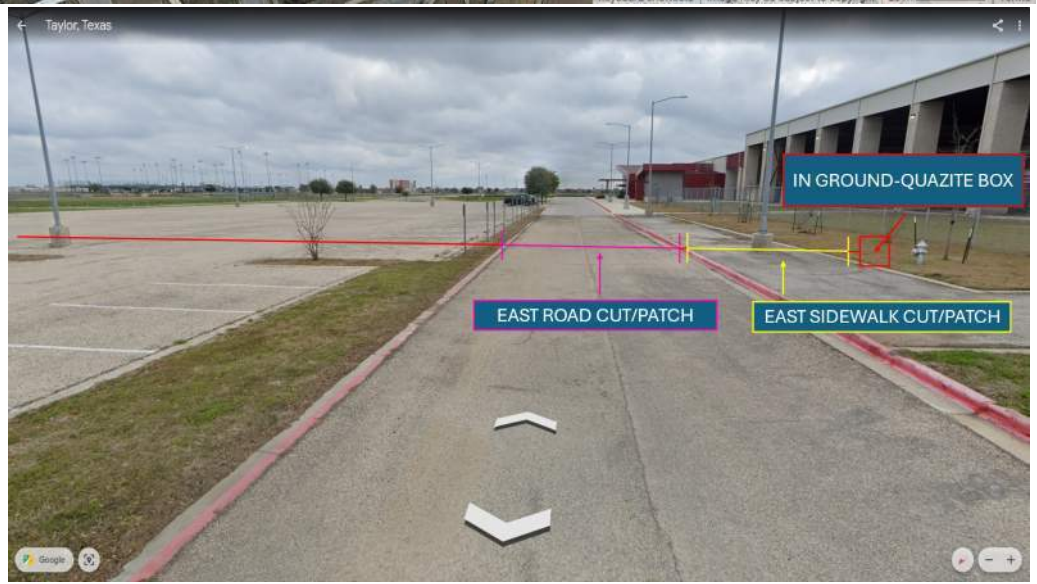
- Edge mill adjacent to ribbon curbs, islands, gutter pans, pavement edges, utility valves.

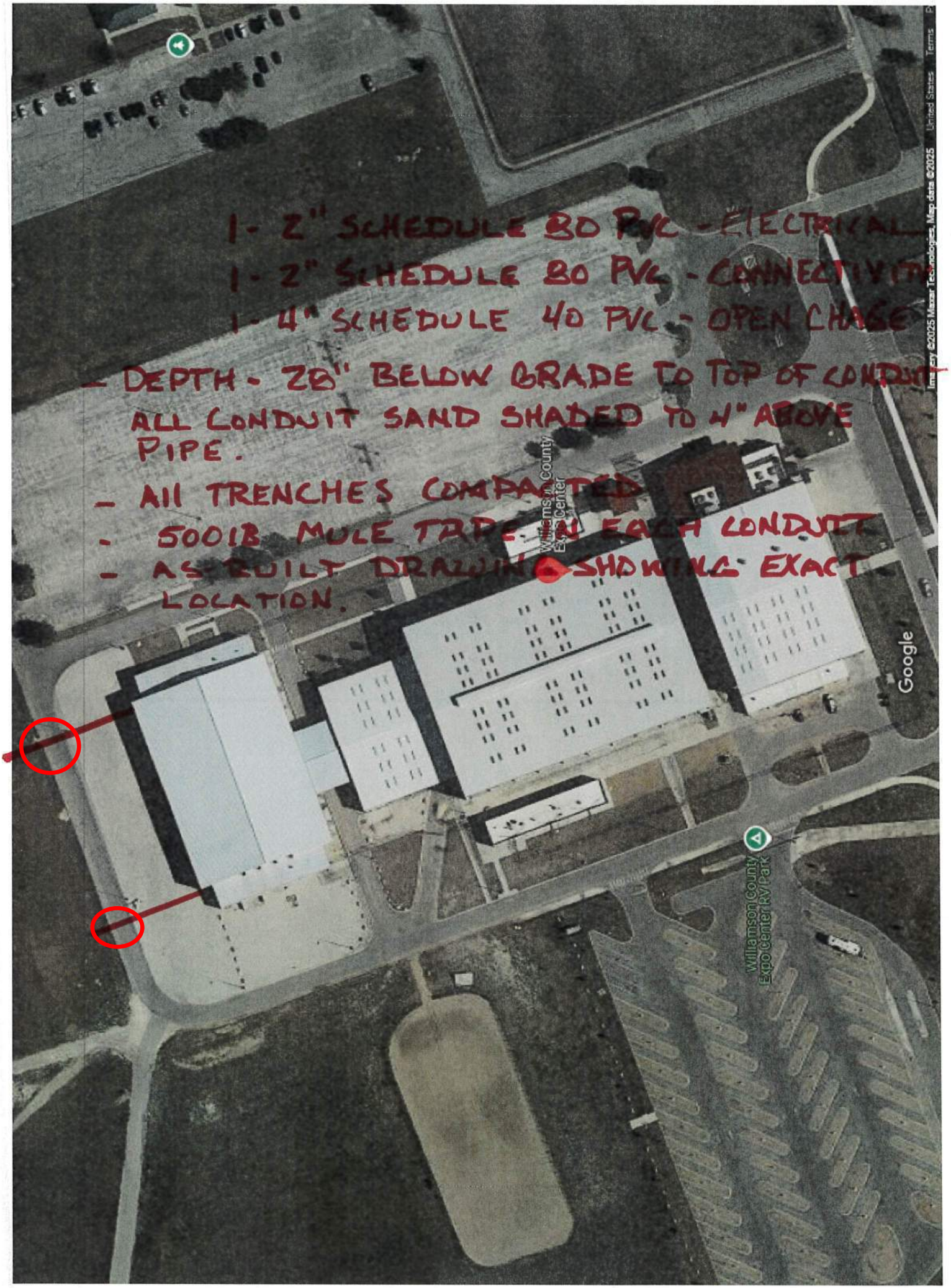
- Thermoplastic Striping

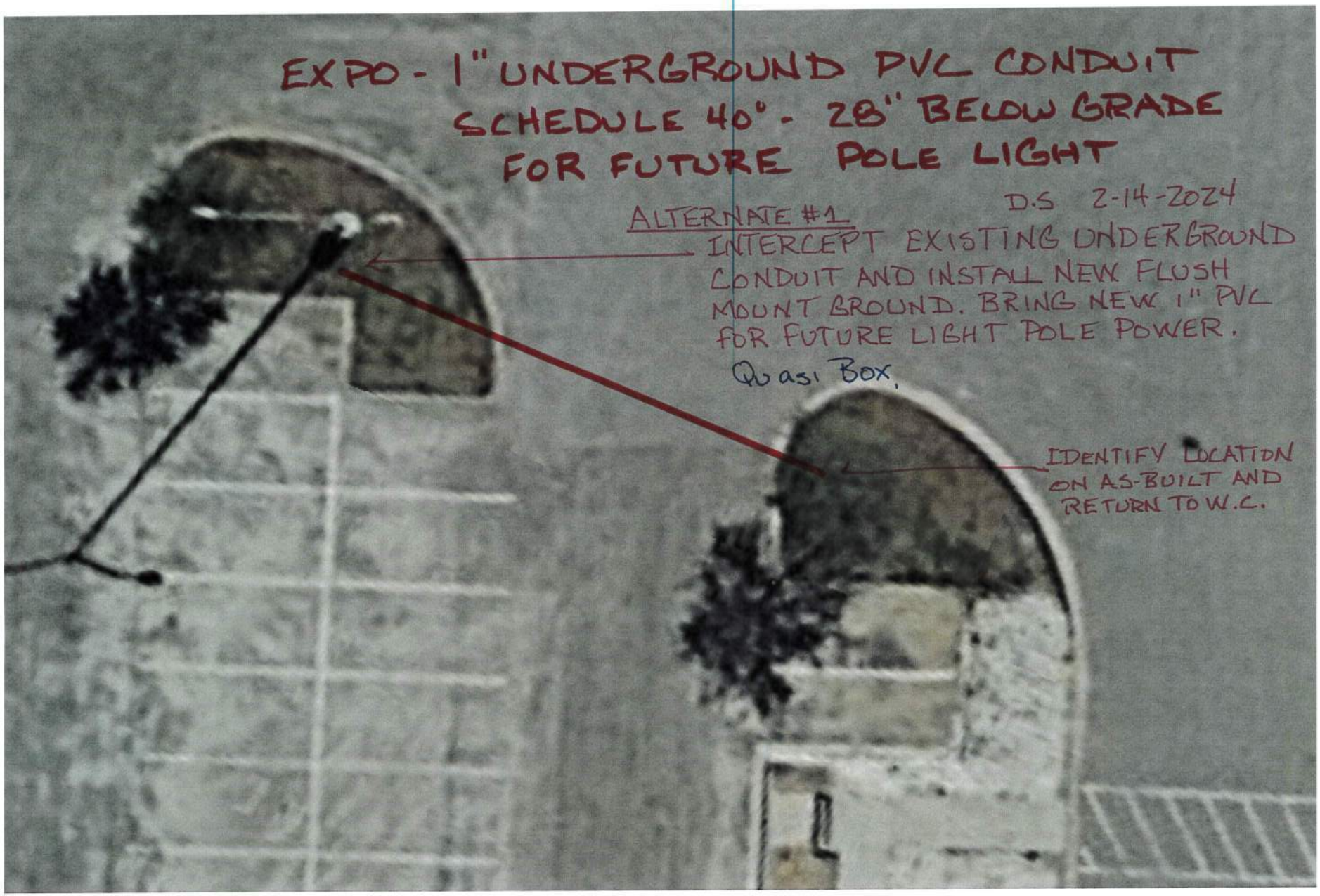
- Install 4 concrete approach aprons at the roll up doors

- Thermoplastic Striping






1- 2" SCHEDULE 80 PVC - ELECTRICAL
1- 2" SCHEDULE 80 PVC - CONNECTIVITY
1- 4" SCHEDULE 40 PVC - OPEN CHARGE
- DEPTH - 28" BELOW GRADE TO TOP OF CONDUIT
ALL CONDUIT SAND SHADED TO 4" ABOVE PIPE.
- ALL TRENCHES COMPACTED
- 500LB MULE TAPE IN EACH CONDUIT
- AS-BUILT DRAWING SHOWING EXACT LOCATION.
Williamson County Expo Center
Williamson County Expo Center RV Park
Google
Imagery ©2025 Maxar Technologies, Map data ©2025 United States Terms


EXPO - 1" UNDERGROUND PVC CONDUIT
SCHEDULE 40° - 28" BELOW GRADE
FOR FUTURE POLE LIGHT
D.S 2-14-2024
ALTERNATE #1
INTERCEPT EXISTING UNDERGROUND CONDUIT AND INSTALL NEW FLUSH MOUNT GROUND. BRING NEW 1" PVC FOR FUTURE LIGHT POLE POWER.
Quasi Box.
IDENTIFY LOCATION ON AS-BUILT AND RETURN TO W.C.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1273904

Date Filed:
02/25/2025

Date Acknowledged:

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

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

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

Williamson County, Texas

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

Contract ID# P713-Expo
Construction Services for Williamson County Expo Center Parking Lot

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

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

Executed in Harris County, State of Texas, on the 25th day of February (month) 25 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1273904

Date Filed:
02/25/2025

Date Acknowledged:
02/26/2025

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

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

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

Williamson County, Texas

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

Contract ID# P713-Expo
Construction Services for Williamson County Expo Center Parking Lot

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

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

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

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

Commissioners Court - Regular Session **27.**

Meeting Date: 03/04/2025

Public hearing on proposed amendments to the Williamson County Subdivision Regulations

Submitted For: Adam Boatright **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

9:30 AM – Conduct a public hearing regarding proposed amendments to the Williamson County Subdivision Regulations pursuant to the authority of Chapter 232 of the Texas Local Government Code.

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	02/27/2025 11:59 AM
Form Started By: Adam Boatright		Started On: 02/27/2025 10:49 AM
Final Approval Date: 02/27/2025		

Commissioners Court - Regular Session **28.**

Meeting Date: 03/04/2025

Proposed amendments to the Williamson County Subdivision Regulations

Submitted For: Adam Boatright **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on amending the Williamson County Subdivision Regulations pursuant to the authority of Chapter 232 of the Texas Local Government Code.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Proposed Subdivision Regulations

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	02/27/2025 11:59 AM
Form Started By: Adam Boatright		Started On: 02/27/2025 10:50 AM
Final Approval Date: 02/27/2025		

Williamson County Subdivision Regulations

Adopted and Effective
as of ~~_____~~March 4, ~~2024~~2025

Resolution & Order

THE STATE OF TEXAS §

§ **KNOW ALL MEN BY THESE PRESENTS:**

COUNTY OF WILLIAMSON §

THAT ON THIS, the ~~7~~4th~~th~~ day of ~~December~~March, 202~~1~~5, the Commissioners Court of Williamson County, Texas, met in duly called and convened lawful Session at the County Courthouse in 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, came up for consideration and adoption the following Resolution and Order:

WHEREAS, the Commissioners Court of Williamson County, Texas, has, after proper notice, held a public hearing concerning a proposed revision of the Williamson County Subdivision Regulation; and

WHEREAS, after soliciting the public's comments, the Commissioners Court finds that the adoption of revised Regulations will be in the public interest;

NOW THEREFORE BE IT RESOLVED, that the Williamson County Commissioners Court hereby adopts the attached document as the revised Williamson County Subdivision Regulations and ***orders*** that they be in full force and effect on _____~~December 7~~___~~th~~, 202~~1~~5; and

FURTHER RESOLVED, that County Judge Bill Gravell, Jr. be, and is hereby authorized to sign this Resolution and Order as the act and deed of the Williamson County Commissioners Court.

The foregoing Resolution and order was lawfully moved by Commissioner ~~Terry Cook~~Motion, duly seconded by Commissioner ~~Russ Boles~~Second, and duly adopted by the Commissioners Court on a vote of _~~5~~_ _ members for the motion and _~~0~~_ members opposed with no commissioner being absent from the dais.

_____ _____, _____

Bill Gravell, Jr., Williamson County Judge Date

DRAFT

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On March 12, 1971, acting pursuant to Section 232.003, Texas Local Government Code, the Williamson County Flood Damage Prevention Order and the Rules of the Williamson County On-Site Sewage Facilities Program, the Commissioners Court of Williamson County adopted the following Regulations governing the subdivision of land. They were further revised on July 10, 1972, February 23, 1976, September 28, 1978, July 20, 1992, October 19, 1992, March 15, 1993, January 24, 1995, February 1, 2000, August 20, 2013, October 24, 2017, January 18, 2018, December 17, 2019, June 22, 2021, December 7, 2021, and ~~_____,~~ March 4, 20245. These Regulations shall be known as the Williamson County Subdivision Regulations.

These revised Regulations, as well as required review fees, shall apply to all new Applications received on or after the date these revised Regulations were adopted by the Williamson County Commissioners Court. Any subdivision applications that were originally submitted prior to that date shall be subject to the Regulations and any applicable fees that were in effect at the time of the original submission, unless, at the applicant's option, the applicant elects to proceed under the new regulations or requirements (reference is made to Section A4 of these Regulations). Compliance with these Regulations shall be prerequisite to the approval of any subdivision by Williamson County, except insofar as they may conflict with any applicable state statute.

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Section 1 - Purpose

1.1 These Regulations have been prepared in general to aid in the orderly development of Williamson County, Texas, and provide guidelines which will lead to a desirable environment. Specifically they have been prepared for the following purposes:

- To furnish the Owner with guidance and assistance in the expedient preparation and approval of his or her plat.
- To protect the citizens of Williamson County by providing subdivision and development guidelines for residential, commercial, and industrial subdivisions.
- To provide for the welfare of the public by providing guidelines for the location, design, and construction of roadways, roadway intersections, drainage improvements and other features that provide for the safety of the general public.
- To provide for the proper arrangement and construction of roads, and to ensure the proper relationship of roads to existing or planned roads.
- To ensure adequate access for emergency response vehicles.
- To ensure that the Williamson County will not be burdened with substandard roads in the future.

Section 2 - Definition of Terms

2.1 **100-year Floodplain**

Any land subject to a one percent or greater chance of flooding in any given year. This is also referred to as the 1% annual exceedance probability floodplain, or the 1% annual chance floodplain.

2.2 **100-year Storm**

A rainfall event having a one percent probability of occurrence in any given year. This is also referred to as the 1% annual exceedance probability storm, or the 1% annual chance storm.

2.3 **Application**

A submittal that includes a completed Plat or Construction Plan Application form (as found in Appendix D) along with all required attachments which may be required as part of that submittal and the appropriate review fee. These attachments may include, but are not limited to, drawings, drainage or geotechnical reports or electronic data files.

2.4 **Base Flood Elevation (BFE)**

The water surface elevation resulting from the flood that has a one percent chance of equaling or exceeding that level in any given year (also called the Base Flood).

2.5 **Block**

A tract of land bounded by actual or platted roads, waterways or other definite boundaries, or a combination thereof.

2.6 **Commission**

The Texas Commission on Environmental Quality and any of its predecessor or successor entities.

2.7 **Commissioners Court (or Court)**

The Commissioners Court of Williamson County, Texas.

2.8 **Corridor**

Means a geographical band that follows a general directional flow connecting major sources of trips, as defined in Sec. 201.619, Texas Transportation Code. Additionally, they are future transportation corridors within the County identified in an agreement between TxDOT and the County, derived from existing transportation plans adopted by TxDOT, the Transportation Commission, the County including the Williamson County Long Range Transportation Plan, or the Capitol Area Metropolitan Planning Organization (CAMPO).

C

~~2.6~~2.9 ~~C~~**County**

All references in these Regulations to the “County” shall mean Williamson County.

~~2.7~~2.10 **Condominium Development**

A form of real property with portions of the real property designated for separate ownership or occupancy, and the remainder of the real property designated for common ownership or occupancy

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solely by the owners of those portions. For the purposes of these Regulations, Condominiums shall include all developments created under Chapter 82 of the Texas Property Code, also known as the Uniform Condominium Act.

2.82.11 **County Engineer**

All references in these Regulations to the "County Engineer" shall be construed to refer to the Williamson County Engineer or his/her representative as authorized by the Williamson County Engineer. If review is being conducted by a 3rd party (non-Williamson County employee), all variances and material substitutions must be approved in writing by either the County Engineer, Sr. Director of Infrastructure, or Subdivision Development Supervising Engineer.

2.92.12 **Creek**

A blue line on a United States Geological Survey (USGS) map, a defined waterway, or any water way with an identified local or regulated 100 yr. floodplain. If there are discrepancies, the Williamson County Floodplain Administrator will make the final decision.

2.102.13 **Cul-de-sac**

A road having one terminus open for vehicular or pedestrian access and the other terminated by a vehicular turnaround

2.112.14 **Daughter Tract/Daughter Parcel**

Any of the tracts created by division of a parent tract, including the remainder of the parent tract itself.

2.15 **Drinking Water**

All water distributed by any agency or individual, public or private, for the purpose of human consumption, use in the preparation of foods or beverages, cleaning any utensil or article used in the course of preparation or consumption of food or beverages for human beings, human bathing, or clothes washing.

2.122.16 **Dwelling unit:**

Any room or group of rooms located within a structure and forming a single habitable unit with facilities which are used, or are intended to be used, for living, sleeping, cooking and eating.

2.132.17 **Easement**

A grant by the property Owner for the use of a strip or parcel of land by the public or utilities, or for any private purpose.

2.142.18 **ETJ (Extraterritorial Jurisdiction)**

The unincorporated area that is contiguous to the corporate boundaries of a city, as defined by that city, and within various distances of the municipality depending on the number of inhabitants of a municipality. Within an ETJ, cities have statutory authority to adopt rules governing plats and subdivisions.

2.152.19 **FEMA**

The Federal Emergency Management Agency, a federal agency of the Department of Homeland Security.

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~~2.16~~2.20 **Final Plat**

A map or drawing of a proposed subdivision (1) based on an approved preliminary plat, except for minor plats, (2) prepared in accordance with the requirements of Appendix K, and in a manner suitable for recording in the Williamson County records, (3) prepared in conformance with the conditions of preliminary approval previously granted by the Commissioners Court, and (4) meeting the requirements of Section 5. It is a recording plat.

~~2.17~~2.21 **Guidelines**

The Engineering Guidelines contained in Appendix B as part of the Williamson County Subdivision Regulations, as amended.

~~2.18~~2.22 **Impervious Cover**

The total area of any surface that prevents the infiltration of water into the ground, such as roads, driveways, parking areas, concrete, sidewalks, structures and buildings.

~~2.19~~2.23 **Improvements**

Any or all road pavements, curbs and gutters, sidewalks, utilities, drainage facilities, topsoil, trees, grading, signs and crosswalks, and may also include walkways, streetlights or any other items normally considered as public improvements. Streetlights and sidewalks are not maintained by Williamson County.

~~2.20~~2.24 **LOG**

Lip of Gutter; the front edge of the curb. The point where the curb meets the roadway pavement.

~~2.21~~2.25 **Lot**

For the purpose of these Regulations, a parcel or tract of land exclusive of any adjoining road or road right-of-way. A lot is separated from other parcels by a legal description, a subdivision of record or survey map, and shall meet the minimum dimensions, area and setback requirements of these Regulations.

~~2.22~~2.26 **Major Thoroughfare**

Major thoroughfare shall mean an arterial road, corridor ~~,~~ or controlled access facility as defined herein, and all roads included either now or in the future in the Capitol Area Metropolitan Planning Organization (CAMPO) plan or the Williamson County Long Range Transportation Plan.

~~2.23~~2.27 **Minimum Requirements**

Requirements when defined as minimum shall be the minimum acceptable requirements. Such requirements may be increased by the County due to unique issues pertaining to each subdivision.

~~2.24~~2.28 **Minor Plat**

Is a recording plat of four or fewer lots not requiring the creation of new roads. For a minor plat, no area within the plat may include a FEMA-mapped floodplain nor have a watercourse whose upstream drainage basin is larger than 64 acres within or adjacent to the plat. It must also meet exemptions for detention outlined in Appendix B11 and meet the requirements of Section 5, 4.12 and 4.13.

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~~2.25~~2.29 **Multi-unit Residential Rental Development**

A platted lot or un-platted tract of land with two or more dwelling units under common ownership, including but not limited to single-family, duplexes, triplexes, quadplexes, or groups of detached dwelling units, offered for rent.

2.30 **Non-~~P~~public ~~W~~water ~~S~~system**

Any water system supplying water for domestic purposes (use of water by an individual or a household to support domestic activity and as further defined in 30 TAC) which is not a public water system.

2.31 **OSSF**

On-site sewage facilities as that term is defined in rules and/or regulations adopted by the commission, including, but not limited to, 30 TAC Chapter 285.

2.32 **Owner**

~~2.26 **Owner**~~

The person(s), developer, proprietor, or their successors, possessing title and/or lien to the property to be subdivided. This can also refer to the Owner's surveyor, engineer, lawyer, or planner who has been given authority to represent the Owner.

~~2.27~~2.33 **Parent Tract/Parent Parcel**

The original tract/parcel owned by the Owner prior to any division.

~~2.28~~2.34 **Plans**

Construction drawings, specifications, bidding forms and other documents required for construction.

~~2.29~~2.35 **Precinct Commissioner**

The Williamson County Commissioner in whose precinct the subdivision is located.

~~2.30~~2.36 **Preliminary Plat**

A map or drawing of a proposed subdivision prepared and meeting the requirements of Section 4. The purpose of this map is to show the proposed improvements to the Owner's property, as well as any proposed or future planned improvements on any adjacent properties. This map is also intended to show the existing topography to evaluate the existing and proposed drainage patterns.

2.37 **Public ~~W~~water ~~S~~system**

As defined in 30 TAC §290.38.

2.38 **Purchaser**

Shall include purchasers under executory contracts for conveyance of real property.

~~2.31~~2.39 **Recreational Vehicle (RV)**

A motorhome, travel trailer, truck camper, camp trailer, or vehicle used for similar purpose; with or without motive power; designed for human habitation or other occupancy.

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~~2.32~~2.40 **Recreational Vehicle (RV) Development**

A form of real property with portions of the real property designated for separate ownership or occupancy, and the remainder of the real property designated for common ownership or occupancy solely by the owners of those portions.

~~2.33~~2.41 **Registered Professional Engineer**

A person licensed, as of the date of the plan being presented, to practice engineering by the Texas Board of Professional Engineers and Land Surveyors.

~~2.34~~2.42 **Registered Professional Land Surveyor**

A person licensed, as of the date of the plan being presented, to practice land surveying by the Texas Board of Professional Engineers and Land Surveyors.

~~2.35~~2.43 **Regulations**

The Williamson County Subdivision Regulations (this document), as amended.

2.44 **Retail P~~p~~ublic U~~u~~tility**

Any entity meeting the definition of a retail public utility as defined in Water Code §13.002.

~~2.36~~2.45 **Road/Street**

The terms “street” or “road” are interchangeable and mean a vehicular access, including culverts and bridges, and are used to describe all vehicular ways regardless of any other designation they may carry. Any vehicular access that serves more than 3 residences is a road. All roads shall be categorized into one of the following functional classifications:

2.36.1 **Arterial Road**

Arterial roads are those that are principally regional in nature and are used for through or high-volume traffic and shall be divided into the following three sub-classifications:

a. Roads which will serve vehicular traffic beyond the limits of the subdivision; and/or connect one collector or arterial with one or more collectors or arterials.

b. Roads which are existing county roads, are at least one mile in length, and carry a numerical designation.

c. Roads included as an arterial on a county or city transportation plan.

2.36.2 **Collector Road**

Collector roads are those which collect traffic from intersecting local streets and expedite the movement of this traffic to arterial roads or other collectors. Designations for collector roads are as follows:

a. Minor Collector roads are those which typically connect local roads to neighborhood collector roads, major collector roads, or arterial roads.

b. Collector roads are those which typically connect local roads and minor collector roads to major collector roads or arterial roads. A neighborhood collector road typically provides a greater travel way width or shoulder width when compared to a minor collector to accommodate more daily traffic.

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c. Major Collector roads are those which typically connect local roads, minor collector roads, and neighborhood collector roads to arterial roads. A major collector road typically provides a greater travel way width or shoulder width when compared to a minor collector road. Major collector roads also typically limit driveway access to accommodate a higher design speed when compared to other types of collector roads. A major collector typically accommodates more daily traffic when compared to other collectors.

2.36.3 **Local Road**

Local roads are those which principally provide direct access to lots within a subdivision. A single local road may connect to an arterial road when the projected ADT is less than 1,000 and the local road does not connect to any additional intersecting roadways.

All roads shall also be classified as follows:

2.36.4 **Urban Road**

For the purposes of these regulations, an urban road is any road with concrete curb and gutter, curb catch basins and storm sewer.

2.36.5 **Rural Road**

For the purposes of these regulations, a rural road is any road without concrete curb and gutter with paved or gravel shoulders, ribbon curb, etc.

2.46 **Sewerage Ffacilities**

Sewerage facilities--The devices and systems which transport domestic wastewater from property, treat the wastewater, and dispose of the treated water in accordance with the minimum state standards contained or referenced in these rules.

~~2.37~~2.47 **Stop Condition**

A stop condition exists when traffic is required to come to a full stop at intersections due to stop signs, clearly marked stop lines/bars or traffic signals (see Appendix B10).

2.48 **Subdivider**

Any owner of land or authorized agent thereof proposing to divide or dividing land so as to constitute a subdivision.

~~2.38~~2.49 **Subdivision**

The division of a tract of land into two or more parts to lay out:

(A.) a subdivision of the tract, including an addition;

(B.) lots; or

(C.) streets, alleys, squares, parks, or

~~(D.)~~ other parts of the tract intended by the owner of the tract to be dedicated to public use ~~or for the use of purchasers or owners of lots fronting on, or adjacent to, the streets, alleys, squares, parks, or other parts~~ (Sec 232.001, Texas Local Government Code, as amended).

A subdivision includes a re-subdivision (replat) of land which was previously divided.

The Williamson County Commissioners Court has adopted guidelines, incorporated in these Regulations as Appendix A, stating when Owners are required to file a plat for a subdivision.

2.50 **TAC**

Texas Administrative Code, as compiled by the Texas Secretary of State.

~~2.39~~2.51 **Traffic Operations**

Involves planning for and controlling the movements of vehicles and groups of vehicles over streets and roadways for the purpose of attaining maximum efficiency and safety. Including but not limited to, the design and placement of signs, signals, pavement delineators, striping, school zones and speed zones.

~~2.40~~2.52 **Travel Way**

The portion of a road or roadway intended for vehicular travel. Where concrete curb is installed, the travel way shall be measured LOG to LOG. In cases where a ribbon curb is installed, the travel way shall be measured from the inside edge to the inside edge of the ribbon curb (i.e., the ribbon curb is not included as part of the travel way). The travel way also does not include gravel or paved shoulders.

~~2.41~~2.53 **TxMUTCD**

The latest edition of the Texas Manual on Uniform Traffic Control Devices.

~~2.42~~2.54 **Utilities**

Public services that include electricity, gas, telephone, cable, water and wastewater.

~~2.43~~2.55 **Utility**

All persons, firms, corporations, partnerships, municipality or other private authorities providing gas, electric, water, sewer, drainage facilities, telecommunications, cable television or other services of a similar nature.

2.56 **Water Ffacilities**

Any devices and systems which are used in the supply, collection, development, protection, storage, transmission, treatment, and/or retail distribution of water for safe human use and consumption.

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Section 3 - Plat Application Review and Approval Procedure

3.1 If the property to be platted lies entirely within the limits of a city, the Owner shall consult directly with that city pertaining to all platting procedures and requirements.

3.2 If the property to be platted lies entirely outside of the limits of a city and all ETJs, platting procedures and requirements shall be in accordance with these Regulations.

3.3 If the property to be platted lies fully or partially within the ETJ of a city, the platting procedure shall be accomplished in accordance with the current, applicable interlocal agreement (HB 1445) between the County and that city. A table is included in Appendix E summarizing the plat review and approval authority for the various ETJ's within the County.

3.4 For a condominium development, the development shall comply in all respects with these Regulations and the Williamson County Engineering Guidelines, and an Application for plat approval of the proposed Subdivision shall be prepared and submitted to the Commissioners Court in accordance with the terms and procedures set forth in this Section.

3.5 For a Recreational Vehicle development, the development shall comply in all respects with these Regulations and the Williamson County Engineering Guidelines, and an Application for plat approval of the proposed Subdivision shall be prepared and submitted to the Commissioners Court in accordance with the terms and procedures set forth in this Section.

3.6 For a Multi-unit Residential Rental Development, the development shall comply in all respects with these Regulations and the Williamson County Engineering Guidelines, and an Application for plat approval of the proposed Subdivision shall be prepared and submitted to the Commissioners Court in accordance with the terms and procedures set forth in this Section.

3.7 If the subdivision will contain on-site sewage facility (OSSF), an OSSF subdivision application shall be filed simultaneously with Williamson County OSSF Program. A tract that has been subdivided without compliance with the Williamson County Subdivision regulations will be ineligible to obtain a permit for the construction or modification of an On-Site Sewage Facility located on the tract.

3.8 In those ETJ's where the interlocal agreement provides for a joint review by both the city and the County (reference is made to Appendix E), an Application shall be filed with the city. If the subdivision will contain an on-site sewage facility (OSSF), an OSSF Subdivision Application must be filed simultaneously with the Williamson County OSSF Program regardless, if the property is located within the city limits, ETJ, or in an unincorporated area of the county.

3.9 Since the County must approve, approve with conditions or disapprove an Application within 30 days, it is the obligation of the Owner to submit a complete application to allow for proper review by the County. If this is not done, the submission will be considered incomplete, and a new application must be filed.

3.10 The application shall also be submitted to the appropriate emergency services district (ESD) or the County Fire Marshal's Office for review and comment.

3.11 The preliminary plat application, review and approval procedure will be the same as that for a final plat for subdivisions within the County.

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3.12 If plat consists of four or fewer lots and does not require creation of new roads, the plat may be submitted for review and approval as a minor plat. For a minor plat, no area within the plat may include a FEMA-mapped floodplain nor have a watercourse whose upstream drainage basin is larger than 64 acres within or adjacent to the plat. It must also meet exemptions for detention outlined in Appendix B11 and meet the requirements of Section 5, 4.12 and 4.13.

3.13 Prior to any subdivision of land and any official submittal of a plat for review, it is recommended that the Owner set a meeting with the County Engineer. The Owner should present a draft preliminary plat on paper showing the proposed road alignments and lots and discuss any special issues of concern regarding the subdivision. The County Engineer will provide general comments and requirements to the Owner.

3.14 The Owner shall then submit to the County Engineer a completed application form (Appendix D), the appropriate application review fee and all other items listed in the plat completeness checklist (Appendix P). Confirmation of the receipt of a complete Application and fee will be provided to the Owner. Confirmation of receipt does not approve any portion of the Application, nor does it waive requirements for any additional information not contained as part of the Application which may also be needed as a part of the review process.

3.15 The County has 10 business days from the date the application was received to notify the Applicant of any missing items in order to be considered a complete application.

3.16 An Application is considered received by the Commissioners Court on the date the submittal is determined complete.

3.17 In such cases where additional information is needed, the 30-day review period will begin only after receipt of a complete application.

3.18 In those ETJ's where the interlocal agreement provides for a joint review by both the city and the County (reference is made to Appendix E), the applicable review fee for both the city and the county shall be paid in a lump-sum amount, payable to the city.

3.19 The County Engineer will review the Application for compliance with these Regulations.

3.20 If the application is disapproved, the County Engineer will return written comments and recommendations to the Owner or, in the case of a joint review, to the appropriate city.

3.21 The Owner shall address the comments and recommendations and submit a written response that remedies each reason for disapproval, and, if necessary, set a meeting with the County Engineer to resolve the comments.

3.22 The Owner shall resubmit the Application with the appropriate changes for additional review and/or recommendation for approval by the Williamson County Commissioners Court. An additional 15-day review period will begin upon receipt of a complete revised Application.

3.23 An Application shall expire five years after the date of the Application if the project becomes dormant, as defined by Section 245.005 of the Texas Local Government Code, as amended.

3.24 The review cycle (Subsections 3.17 through 3.21) shall continue until all comments have been addressed. No approval in any form including, but not limited to, the Judge's signature or verbal Commissioners Court action shall be given on any subdivision until the Owner has provided all necessary recorded easements and has met every subdivision requirement or has obtained a variance.

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3.25 After all comments have been addressed, and prior to the County Engineer recommending approval of a preliminary or a final plat to the Commissioners Court, the Owner shall supply the County Engineer with four digital files of the plat. A paper copy is not required. One file shall be in an Adobe .pdf format, and the other files shall be in an AutoCAD .dwg, .dgn, and .shp format. All entities or objects within the AutoCAD drawing file shall be at zero elevation. The coordinate system of the electronic drawing shall be the Texas State Plane Coordinate System, Central Zone, U.S. Survey feet, grid coordinates. Right-of-way centerlines, real property boundary lines, (lots, blocks, external subdivision boundary, rights-of-way, etc.) and text shall each reside on independent or separate layers.

3.26 Two digital files of the plat shall also be supplied to the Williamson County 911 Addressing Coordinator in accordance with the requirements of Subsection B10.1.

3.27 After all comments have been addressed and the required digital files received, the County Engineer will place the plat and, if necessary, a variance request on the next available Commissioners Court agenda recommending approval.

3.28 If a plat or variance is not approved by the Commissioners Court, or is approved with condition(s), a list of items necessary to render the plat acceptable will be submitted to the Owner.

3.29 An approved preliminary plat is required prior to approval of a final plat.

3.30 Unless a preliminary plat approval is followed by a final plat approval within five years from the date of approval of the preliminary plat, the preliminary plat lapses and the preliminary plat must be resubmitted for approval.

3.31 A revised preliminary plat application shall be required if there has been a cumulative revision to 10% of the number of lots or a cumulative revision to 10% of the linear feet of road.

3.32 A revised preliminary plat may be required if there has been a revision to the applicable Flood Insurance Rate Map (FIRM) since the approval of the original preliminary plat.

3.33 It shall be unlawful to cause to be recorded, any preliminary plat of land with the County Clerk.

3.34 If the owner desires to make any changes to the final plat after it has been approved by the Williamson County Commissioners Court, but prior to recording, the Owner shall re-submit the final plat including the changes for additional review and/or recommendation for approval by the Williamson County Commissioners Court.

3.35 Following approval of a final plat by the Williamson County Commissioners Court, the Owner (or authorized Agent) shall submit the plat to the County Clerk for recording in accordance with the requirements of the County Clerk's office as found in Appendix K.

3.36 If a final plat is not recorded within five years of the approval by the Commissioners Court, the approval of the final plat expires. A single six-month extension may be granted by the Commissioners Court.

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Section 4 - Preliminary Plat Requirements

Every preliminary plat shall include all of the following:

4.1 Original submission date and/or date of revision, north arrow, scale and name of the proposed preliminary plat.

4.2 A legend with all acronyms, line work, and hatching defined and the plat must be legible with a minimum font size of 8-point type. Adequate space must be provided for time and date entries within signature blocks.

4.3 A vicinity map, drawn at a scale appropriate to show all nearby major roadways and sufficient in detail to identify the location of the proposed plat.

4.4 The preliminary plat (including the entire parent tract if only a portion of that tract is to be subdivided) shall be shown on a single sheet, regardless of its acreage. The preliminary plat may also be separately shown on multiple sheets if necessary, to show all detail and required information as required by this section.

4.5 Name, address, telephone number and email address of the professional individual(s) or firm(s) responsible for the preparation of the plat.

4.6 Name, address, telephone number and email address of the property Owner(s) of record.

4.7 All adjacent property owner's names, addresses, deed record, or subdivision name, block and lot number.

4.8 County boundaries, city limits, ETJ boundaries, and subdivision section and/or phase boundaries.

4.9 Size, in acres, of all daughter tracts including the remaining portion of the original tract.

4.10 Centerline tangent lengths and curve data for all proposed roads.

4.11 Road names and road designation (whether the road will be public or privately owned), pavement width and right-of-way width for all proposed roads within and all existing roads abutting the plat.

4.12 Survey ties across all existing right-of-way located adjacent to the boundary of the subdivision. Each tie shall show the bearing and distance from a proposed property pin to an existing property pin or fence if a pin cannot be found. Based upon this tie, an approximate right-of-way width shall be shown. The intent of this requirement is to assist in determining if additional right-of-way is needed.

4.13 A dimension from the centerline of the existing pavement to the edge of the right-of-way.

4.14 All existing property lines and proposed lot lines with approximate bearings and dimensions. For required lot widths and minimum lot size, refer to Appendix F1.

4.15 Building setback lines for each proposed lot. For building setback requirements, refer to Appendix F2.

4.16 Existing topographic contours at minimum two-foot intervals. Contour information shall be provided outside of the plat boundary to the extent necessary in order to establish off-site drainage patterns.

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4.17 Proposed easements, existing easements and detention basins, if needed, based on the requirements outlined in Appendix B11.

4.18 Location of existing and proposed water and sanitary sewer utilities. A note on the plat stating the anticipated water and wastewater providers to lots within the subdivision.

4.19 If the source of water intended to supply a subdivision is groundwater, then a report must be prepared by an Engineer or Geoscientist, licensed in the State of Texas, that certifies that there is adequate groundwater available for the subdivision, per the requirements in Title 30, Part 1, Chapter 230 of the Texas Administrative Code.

4.20 Location and size of all existing and proposed subsurface and surface water drainage facilities, including water bodies on or immediately adjacent to the subject property.

4.21 A Preliminary Plat Drainage Report shall be submitted with the preliminary plat. The report shall be signed and sealed by a professional engineer and is required to be complete and approved prior to approval of the preliminary plat. The Preliminary Plat Drainage Report must support and encompass the overall full extent of the preliminary plat and be sufficient in scope to support the layout of lots and roadways, runoff analyses, drainage infrastructure, detention needs, and any necessary floodplain study.

If the proposed subdivision is not being phased or divided into multiple sections, or if there is no infrastructure to be constructed, the Preliminary Plat Drainage Report may also be considered the same as the Refined Drainage Report, if it is sufficient in detail and scope as outlined under the Refined Drainage Report requirements per Appendix B11.14.

If the proposed subdivision has multiple sections and/or multiple phases, a subsequent refined and detailed drainage report will be required to support each section or phase as appropriate. These Refined Drainage Reports shall be included with the submission of associated construction plans. Each report must be sufficient in detail and scope as outlined under the Refined Drainage Report requirements per Appendix B11.14.

At a minimum, the Preliminary Plat Drainage Report, submitted with the preliminary plat, must include items shown in Appendix B11.13.

If the preliminary plat is exempt from detention requirements, does not require a floodplain analysis, and no infrastructure is to be constructed, then a drainage report is not required.

4.22 The location, zone classification and panel effective date of the 100-year floodplain as identified on the most current Williamson County Flood Insurance Rate Map (FIRM), published by the Federal Emergency Management Agency (FEMA).

4.23 If there are any areas within the plat that include a FEMA-mapped floodplain with a Zone A or AE classification, or if there exists within or adjacent to the plat any watercourse ~~whose~~ with an upstream drainage basin ~~is larger~~greater than 64 acres, the plat shall also show the extent of the NOAA Atlas 14 100-year floodplain as determined by an engineering study under the seal of a Registered Professional Engineer. The NOAA Atlas 14 precipitation values shall be taken from the Williamson County rainfall zones for a 24-hour duration storm. An existing federal, state or local Atlas 14 floodplain study may be utilized as an alternative if deemed to be acceptable by the Williamson County Floodplain Administrator. Within a FEMA-mapped floodplain with a Zone AE classification, the pre-Atlas 14 FEMA Zone AE, 500~~-~~year~~.~~ water surface elevation, may be utilized as an alternative to the ~~100~~ 100-year~~.~~ NOAA Atlas 14 floodplain when there is no other existing

Atlas 14 floodplain study available. These NOAA Atlas 14 precipitation zones and rainfall data, for Williamson County, can be found in Exhibit 2 and the associated tables. This study shall be sufficient in scope to determine and establish a base flood elevation (BFE) for all points within the plat. The existing Atlas 14 100-year floodplain boundary and any effective FEMA floodplains and floodways shall be shown and labeled on the plat.

4.24 The location of proposed cluster mailboxes, if they will be used.

4.25 Proof of submittal of preliminary plat to TxDOT must be provided for all lots with proposed access to a TxDOT roadway.

4.26 The boundary lines for any cemetery and associated access required by state law that are located within the subdivision.

~~4.25~~4.27 An approved Turn Lane Warrant Report or Traffic Impact Analysis, if required, by Appendix B3.

4.28 If all or part of the subdivision is located within a Corridor or Controlled Access Facility identified in an agreement under Section 201.619, Texas Transportation Code:

The plat shall state that the subdivision is located within the area of the alignment of a transportation project as shown in the final environmental decision document that is applicable to the future transportation corridor.

There shall be no subdivided lots other than required right-of-way dedication, future right-of-way, or reserved right-of-way within the area of the alignment of a transportation project as shown in the final environmental decision document that is applicable to the future transportation corridor.

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Section 5 - Final Plat Requirements

Every final plat shall include all of the following:

5.1 Final plats shall match the applicable area of the approved preliminary plat and shall be prepared using the approved, non-expired, preliminary plat as its template.

5.2 Original submitted date and/or date of revision, north arrow, scale and name of the proposed final plat.

5.3 A legend with all acronyms, line work, and hatching defined and the plat must be legible with a minimum font size of 8-point type. Adequate space must be provided for time and date entries within signature blocks.

5.4 A vicinity map, drawn at a scale appropriate to show all nearby major roadways and sufficient in detail to identify the location of the proposed plat.

5.5 Name, address, telephone number and email address of the professional individual(s) or firm(s) responsible for the preparation of the plat.

5.6 Name, address, telephone number and email address of the property Owner(s) of record.

5.7 All adjacent property owner's names, deed record, or subdivision name, block and lot number.

5.8 County boundaries, city limits, ETJ boundaries, and existing subdivision section and/or phase boundaries.

5.9 Road names, centerline lengths, design speed, designation (i.e. whether public or private), and right-of-way widths for each road in the proposed subdivision shall be shown in a table on the plat.

5.10 If the plat is to be a private subdivision (containing privately maintained roads), the title of the plat shall contain the phrase, "A Private Subdivision". Refer to Section 10 for additional requirements.

5.11 All existing and proposed plat boundary lines, phase/section lines, and lot lines with bearings and distance. Bearings shall be based on the Texas State Plane Coordinate System, Central Zone. Distances shall be surface distances expressed in U.S. Survey feet. A Combined Scale Factor shall be specified on the face of the plat to eight decimal places (example: 0.12345678) to facilitate the conversion of surface distances to grid distances. At least two external boundary corners of each block within the subdivision shall have grid coordinates depicted on the plat to the nearest one hundredth of a foot (0.01 feet).

5.12 Building setback lines for each proposed lot. For building setback requirements, refer to Appendix F2. For subdivisions located within an ETJ, this may be shown on the drawing or included as a plat note.

5.13 Metes and bounds description of the property to be subdivided shall be certified by a Registered Professional Land Surveyor, describing a beginning point and reciting bearings and distances to a corner of the original land grant survey of which the subdivision is a part, according to the best available data.

5.14 All subdivision boundary corners, angle points, Points of Curvature, Points of Tangency, lots, blocks and rights-of-way within the subdivision shall be set by a Texas Registered Professional Land

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Surveyor in compliance with the Texas Board of Professional Land Surveying Act and the Board Rules before the plat is recorded.

5.15 Any vertical elevations depicted on the plat shall be expressed in U.S. Survey feet and shall indicate the specific vertical datum used. Describe and locate at least one vertical reference mark used to verify or establish said datum, and indicate the vertical elevation used at each vertical reference mark.

5.16 Roads shall be dedicated to the public except as indicated in Section 10. The dedication of all public roadways and easements shall be accomplished free of liens. The Owner may dedicate either the fee ownership in the land or an easement for road, drainage and utility purposes, at the Owners' option. The dedication shall be accompanied by a plat note as found in Appendix C1. The Owner's and any lien holder's dedication, and restrictions if any, duly acknowledged in the manner required for acknowledgement of deeds, shall also be provided.

5.17 For road widening and drainage purposes the Owner may dedicate either the fee interest in the property or a right-of-way easement for road widening and drainage improvements at the Owners' option. Right-of-way easements for widening roadways or improving drainage must be accompanied by a plat note as found in Appendix C2 placing the burden of maintaining the property upon the Owner until a road or drainage improvements are actually constructed on the property.

5.18 If public roadways are to be built as part of the plat, the plat note regarding the responsibility for construction of roadways as found in Appendix C3.

5.19 Approval from TxDOT must be provided for lots with proposed access to a TxDOT roadway.

5.20 The plat note regarding Owner's responsibilities as found in Appendix C4, if not contained in the Owner's dedication.

5.21 All proposed easements and existing easements of record that have a designated route shall be shown on the plat with bearings and dimensions. The Owner shall be responsible for coordinating with all utility providers the location of all utility easements that are shown on the final plat.

5.22 The on-site sewage facility (OSSF) setback as required by the Rules of the Williamson County On-Site Sewage Facilities Program.

5.23 The location, zone classification and panel effective date of the 100-year floodplain as identified on the most current Williamson County Flood Insurance Rate Map (FIRM), published by the Federal Emergency Management Agency (FEMA). Any effective FEMA floodways, shall also be shown and labeled on the plat.

5.24 If a floodplain study or detention is required, a Refined Drainage Report shall be submitted with the Final Plat. The Refined Drainage Report shall be signed and sealed by a professional engineer and is required to be complete and approved prior to approval of the construction plans. The Refined Drainage Report should be consistent with the Preliminary Plat Drainage Report and must include applicable runoff, detention analyses, and floodplain study.

The Refined Drainage Report must support and encompass all drainage analyses and details provided in the construction plans and final plat, including but not limited to, infrastructure elements such as roadways, bridges, culverts, storm drain systems, open channels, and detention ponds. The Refined Drainage Report shall also be sufficient to establish adequate floodplain minimum finished floor elevations (FFE) on final plats. At a minimum the Refined Drainage Report, submitted

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with the construction plans, the refined drainage report shall include items shown in Appendix B11.14. The Refined Drainage Report must be approved before review of Final Plat. The proposed Atlas 14 100-year floodplain boundary and any effective FEMA floodplains and floodways, shall be shown and labeled on the plat.

5.25 For a Recreational Vehicle (RV) development, the portions within identified floodplains shall provide an evacuation plan that outlines how the owner will be notified of an impending flood event and how the owner will notify and evacuate the residents of the development.

5.26 A minimum lowest finished floor elevation (FFE) for buildings shall be established for each lot adjacent to the floodplain. To minimize flooding of the building, this minimum FFE shall be at least one foot above adjacent finished grade and one foot above BFE. Exceptions can be made at entrance and egress points, where necessary, to meet the Americans with Disabilities Act (ADA) where the access is designed by a Professional Engineer. Recreational Vehicle parking pads must also be placed at one foot above the BFE. For larger lots where the BFE varies, a minimum FFE shall be established at the upstream and downstream lot line and explained in a plat note. The plat shall include a statement indicating how the minimum FFE was established (See Appendix C10). All lots on a plat should be developed to promote positive drainage by grading away from structures in order to reduce the risk of flooding.

5.27 As determined by the Floodplain Administrator, if a driveway must cross an identified floodplain in order to develop the lot, a driveway design by a licensed Professional Engineer is required before Refined drainage report approval. The driveway design within the floodplain shall accommodate a minimum 10-year storm event without overtopping the driveway at any point. The proposed floodplain boundary with the proposed driveway design, shall be shown on the plat with notes and/or a table specifying the culvert design for the driveway across the floodplain. The minimum FFE for the lot shall be consistent with this proposed driveway analysis.

5.28 If any areas within the plat include a 100-year floodplain (as determined by the results of an engineering study or as established by a FEMA flood study), a benchmark shall be established by the Owner within or immediately adjacent to the boundary of the plat. The location, description and elevation of the benchmark are required to be identified on the face of the plat. The elevation of this benchmark shall utilize the same vertical datum as that used in the engineering study to determine the FFE.

5.29 The plat note as found in Appendix C5 for Commissioners Court approval, including authorization for the County Clerk to file the plat for record, and the County Clerk's certification as found in Appendix C6. The County Judge's approval and the County Clerk's certification shall be located in the lower right hand corner of the last sheet of the plat with the County Clerk's approval being last. These signatures shall be obtained after approval by the Williamson County Commissioners Court.

5.30 All parcels within the boundary of the subdivision shall have a block and lot number shown on the plat drawing.

5.31 If any lot within the plat will be served by a well or an on-site sewage facility, a signature block as found in Appendix C7 shall be placed on the plat for approval by the Williamson County Engineer. This block shall show that they have examined the plat and that it is in compliance with the Williamson County On-Site Sewage Facility Regulations, Construction Standards for On-Site Sewage Facility Regulations as published by the Texas Commission on Environmental Quality (TCEQ), and regulations of the Edwards Aquifer, Chapter 213 Subchapter A, Section 213.1 to

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213.14 of the Texas Administrative Code, as amended. This signature block must be signed by the County Engineer ~~a representative of the District~~ prior to final plat approval.

5.32 If rural route mailboxes are proposed, the plat note as found in Appendix C10 for placement of such mailboxes.

5.33 If any areas of the plat are located within the ETJ of a city, the signature block as found in Appendix C8 for the Williamson County Floodplain Administrator's approval.

5.34 If any areas of the plat are located outside of incorporated areas, the appropriate floodplain-related plat notes as found in Appendix C11.

5.35 If required, a signature block as found in Appendix C13 on the plat for road name and 911 addressing approval by the Williamson County 911 Addressing Coordinator. Refer to Appendix E of these Regulations regarding whether this block is required in certain ETJ's.

5.36 If the roads within the subdivision will be private, include the appropriate note(s) per the requirements of Section 10.

5.37 It is the responsibility of the Owner to assure that the proposed name of the subdivision is not duplicated. Subdivisions with different sections are considered unique. The Owner shall check with the County Clerk's records for verification.

5.38 Driveway culverts for all lots shall be designed by a registered professional engineer (except for minor plats) and shall be shown on a table on the plat. The table shall include the lot number, culvert length, size and invert elevations. This information shall also be placed in the deed restrictions for the lots in the subdivision. Design requirements are outlined in Appendix B.

5.39 ~~The Owner shall provide a letter of serviceability from an entity or entities providing water service~~Compliance with the water and wastewater requirements in Appendix B12. If the source of water intended to supply a subdivision is groundwater, then a report must be prepared by an Engineer or Geoscientist, licensed in the State of Texas, that certifies that there is adequate groundwater available for the subdivision, per the requirements in Title 30, Part 1, Chapter 230 of the Texas Administrative Code.

5.40 A plat note stating the utility service providers, as found in Appendix C10.

5.41 Any improvements proposed within the right-of-way including, but not limited to, irrigation, landscaping, sidewalks, subdivision identification signs, etc. shall be maintained in accordance with an executed license agreement between the County and the Owner.

5.42 The boundary lines for any cemetery and associated access required by state law that are located within the subdivision.

5.43 Completion of turn lanes and any other required mitigations or improvements from the Turn Lane Warrant Report or Traffic Impact Analysis, if required, by Appendix B3.

5.44 If all or part of the subdivision is located within a Corridor or Controlled Access Facility identified in an agreement under Section 201.619, Texas Transportation Code:

The plat shall state that the subdivision is located within the area of the alignment of a transportation project as shown in the final environmental decision document that is applicable to the future transportation corridor.

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There shall be no subdivided lots other than required right-of-way dedication, future right-of-way, or reserved right-of-way within the area of the alignment of a transportation project as shown in the final environmental decision document that is applicable to the future transportation corridor.

Each purchase contract or lease between the subdivider and a purchaser or lessee of land in the subdivision must contain a conspicuous statement that the land is located within the area of the alignment of a transportation project as shown in the final environmental decision document that is applicable to the future transportation corridor.

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Section 6 - Amending or Vacating a Plat

6.1 The owner of a previously recorded lot may create an amended plat to create six or fewer lots in the subdivision or a part of the subdivision covered by the preceding plat if:

a. The changes do not affect any applicable County regulations, including zoning regulations if the County has authority to adopt zoning regulations; and

b. The changes do not attempt to amend or remove any existing covenants or restrictions; and

c. All applicable requirements of Section 232.009 of the Texas Local Government Code, as amended, are met.

d. The amended plat is prepared in accordance with the final plat requirements in Section 5.

6.2 The vacation of an existing plat shall be accomplished in accordance with the applicable provisions outlined in Section 232.008 and/or 232.0083 of the Texas Local Government Code, as amended.

6.3 If an amended plat or a vacated plat is not recorded within two years of the approval by the Commissioners Court, the approval of the amended or vacated plat expires. A single six-month extension may be granted by the Commissioners Court.

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Section 7 - Financial Responsibilities and Guarantees

7.1 To protect the public interest, the Commissioners Court of Williamson County hereby decrees under the provisions of Chapter 232, Local Government Code, that the Owner of any tract of land that desires to obtain approval of a subdivision plat for recording a plat in the County records shall construct all roads and drainage facilities, including storm water detention, and any other items required by other governmental agencies, in said subdivision to the standards and specifications set forth in the Engineering Guidelines incorporated as Appendix B of these Regulations before offering said plat for approval, unless exempted by Section 7.2. If the subdivision is required to construct off-site storm water detention, then surety will be required for the construction of the detention facility prior to beginning construction of the subdivision improvements. This surety will be released upon completion of the construction of the detention facility and acceptance of the construction by the County Engineer. For subdivisions that require shared driveway access to lots, all driveways will be required to be constructed, inspected and approved by the County before the final plat approval.

7.2 If the owner desires to have the plat placed on record before completion of construction of the roads and drainage, then the owner shall give a good and sufficient bond, cash, or letter of credit and have received approval of the construction plans. Such security is applicable regardless of whether the roads will be dedicated to the public or if they are to remain private. This security must be payable to the County Judge, or his successors in office, of Williamson County, Texas, for the estimated cost of construction according to the calculations of a Registered Professional Engineer. The security shall contain an amount sufficient for administering the re-bidding of the proposed construction should this become necessary. Release of the security shall be conditioned on the completion (in compliance with the Engineering Guidelines) of all the roads and drainage facilities shown on the plat. In lieu of such security, the Owner may provide an executed deed of trust creating a first lien to the County in order to secure construction of the improvements. If a performance bond or letter of credit is issued, the original document must be received before the Commissioners Court can approve the plat.

7.3 In areas within the ETJ of a city, the city's policy for posting of fiscal security for incomplete construction may apply if the Commissioners' Court finds that the City policy provides adequate protection of the County's and public's interest in the land development and construction of infrastructure, and the County is named with the City on the financial document.

7.4 The Owner shall be entitled to partial reductions of the security requirement upon written approval by the County Engineer and the County Judge, and in accordance with the City ordinance when the subdivision lies inside the ETJ of a city.

7.5 Security shall expire after a period of two years, and shall automatically renew for subsequent two-years periods until construction has been completed and the security is released. At the end of each two-year renewal period, an increase in the surety amount may be required due to cost increases in construction labor and materials, and administrative costs, experienced over the previous two-year period.

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Section 8 - Construction Plans

8.1 The Owner shall submit construction plans for roads, drainage, stormwater management facilities, channel grading, traffic signage and utilities within a platted subdivision to the County Engineer for approval prior to beginning construction and prior to the approval of a final plat. One full-size paper copy and one electronic (.pdf format) copy of the construction plans are required for the initial review. Subsequent construction plan submittals shall consist of an electronic (.pdf format) only. These plans shall show the location of water, sanitary sewer and storm sewer utilities, and shall show proposed easements for privately-owned utilities (electric, cable television, gas, telephone, etc.). These plans shall include the design requirements as described in Appendix B, Engineering Guidelines. The cover sheet of the construction plans shall contain a signature block for approval of the County Engineer.

8.2 Upon approval of the construction plans, the Owner shall pay an inspection fee in the amount ~~of 2.5% of the estimated construction cost for the roads and drainage facilities, according to calculations by a Registered Professional Engineer~~calculated by multiplying the number of lots and linear feet of roadways within the subdivision by the fee amounts identified in Fee Summary located in the Appendix of these regulations. These calculations must be approved by the County Engineer.

8.3 When submitting the construction plans for approval by the County Engineer, an electronic version of the construction plans (.pdf format) shall accompany the construction cover sheet.

8.4 If landscaping, irrigation, sidewalks, illumination, water quality features, etc. are proposed within the right-of-way, the Owner shall create a mandatory homeowners association (or similar type entity) that shall be responsible for the maintenance and liability of these features. This organization shall have assessment authority to insure the proper funding for maintenance. A maintenance agreement shall be executed between the County and the organization prior to acceptance of the construction.

8.5 Once construction has been completed but prior to submitting a warranty bond to the County, the Owner shall provide the County Engineer with a digital file of the "As Built" plans showing the original approval signatures and the seal of a Registered Professional Engineer. Any changes made during construction shall be reflected in the As Built plans. As Built plans shall clearly show pavement structure built including limits, thicknesses and any variations from approved Construction Plans. These plans are to show the improvements as they were actually built. The file shall be in an Adobe .pdf format. A paper copy is not required.

8.6 When traffic signal and additional turn lanes are required due to anticipated future traffic generated by the subdivision as determined by the Turn Lane Warrants and Traffic Impact Analysis requirements in Appendix B3, the improvements or mitigations shall be completed in accordance with the approved Traffic Impact Analysis~~County Engineer or an independent traffic engineer, the cost of future traffic signals shall be deposited with the County. Installation of such signals shall be the responsibility of the Owner~~. Turn lanes, if required, shall be constructed in conjunction with the roadways.

8.7 A Refined Drainage Report shall be submitted with the associated construction plans. The Refined Drainage Report shall be signed and sealed by a professional engineer and is required to be complete and approved prior to approval of the construction plans. The Refined Drainage Report

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should be consistent with the Preliminary Plat Drainage Report and must include applicable runoff, detention analyses, and floodplain study.

The Refined Drainage Report must support and encompass all drainage analyses and details provided in the construction plans and final plat, including but not limited to, infrastructure elements such as roadways, bridges, culverts, storm drain systems, open channels, and detention ponds. The Refined Drainage Report shall also be sufficient to establish adequate floodplain minimum finished floor elevations (FFE) on final plats. At a minimum the Refined Drainage Report, submitted with the construction plans, shall include items shown in Appendix B11.14.

8.8 If any portion of the construction is located within a floodplain, the Owner shall provide the County Engineer with a 3D digital file of the proposed grading plan and once construction within the existing or proposed floodplain has been completed, the Owner shall provide an updated 3D digital file of the final grading within the floodplain that incorporates any revisions during construction.

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Section 9 - Maintenance

9.1 By accepting a subdivision plat for filing, the Commissioners Court does not thereby accept the roads and associated drainage facilities in the subdivision for ownership or maintenance by the County. The Owner of the platted lots is responsible for maintenance of all roads within subdivision until such time as the construction of the roads have been accepted by the County.

9.2 The County will consider accepting roadways for maintenance after a period of two years from the completion of the infrastructure, the closure of any outstanding items to be repaired (punch list), and upon approval by the County. Upon approval by the County, to begin two-year period, a statement of provisional acceptance will be issued. Provisional acceptance will include the County assuming traffic operations for all applicable roadways. Should the roadways not ultimately receive acceptance for maintenance, the County will release the provisional acceptance and no longer assume traffic operations.

9.3 The County will consider accepting a road for maintenance only after dedication to the public of an easement or fee interest in the roadway.

9.4 Any improvements, roadway easements, or right of way to be accepted by the County ~~should~~ shall be free of existing easements or be accompanied by approval of the encroachment from the easement holder.

9.5 In addition, written certification from a Registered Professional Engineer is required, stating that the facilities were constructed in accordance with the applicable subdivision regulations with any approved variances in effect when the subdivision was recorded (or has been upgraded to those standards). If a final plat for the subdivision where the facilities are located was never recorded, the facilities must meet the current applicable subdivision regulations with any approved variances.

9.6 The enforcement of plat restrictions is the responsibility of the Owner(s) of the subdivision; however, in an Extraterritorial Jurisdiction both the city and the Commissioners Court of Williamson County shall have the right and authority to enforce plat restrictions through appropriate legal procedure to prohibit the construction or connection of utilities or issuing of permits unless or until the requirements of the plat restrictions have been achieved.

9.7 County will assume no responsibility for drainage ways or easements in the subdivision outside of the roadway right-of-way. Maintenance and liability of improvements including but not limited to landscaping, illumination, sidewalks, water quality features, storm water controls, or any other improvements required by other governmental agencies shall not be the responsibility of the County.

9.8 County will assume no responsibility for driveway maintenance. If obstructions occur within the driveway culvert, the County reserves the right to clear obstructions that are causing adverse impacts to the roadway.

~~9.8~~9.9 The County will not consider accepting subdivision roadways for maintenance that are located within newly created Municipal Utility Districts. The only exception will be for roadways that are identified in the Williamson County Long Range Transporation Plan and in accordance to the requirements of this section.

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Section 10 - Private Subdivisions

If an Owner wishes to create a subdivision utilizing private roads, it must meet the following requirements:

10.1 Private roads must meet all county road standards, except where specific variances have been granted by Commissioners Court for adequate cause in each case.

10.2 The title of the final plat for private subdivisions shall contain the phrase, “A Private Subdivision”.

10.3 The subdivision plat and restrictions must contain a statement that Williamson County will never accept or maintain the roads.

10.4 A homeowners association (or similar type entity) with assessment authority shall be formed in conjunction with the recording of the final plat. Membership in the association shall be mandatory for each lot owner. The association shall be responsible for the maintenance of the roads in the subdivision.

10.5 The subdivision plat must contain a statement that the roads shall be maintained to such a standard which will allow emergency vehicles access for the roadway design speed in perpetuity by the homeowners association, and must contain a mechanism for assessing the Owners within the subdivision to produce adequate revenue for perpetual maintenance. (Refer Appendix C10)

10.6 The plat must contain a requirement that every deed contain notice to the grantee that all roads are private, that the homeowners association shall be perpetually liable for maintenance, that the County will never accept them for maintenance, and that the quality of the roads must be maintained as to not affect access by public service agencies such as police, fire, and emergency medical services. (Refer Appendix C10)

10.7 All arterial roads must be dedicated to the public and constructed to County standards. Other roads shall be dedicated to the homeowners association for the use of the property owners, their assigns and successors, and emergency response agencies.

10.8 A sign shall be placed at the entrance of the subdivision clearly stating that the roads in this subdivision are private roads. The location of this sign shall be shown in the construction plans.

10.9 The Owner shall provide a maintenance schedule for the roads to the County Engineer for approval prior to placement of the final plat on the Commissioners Court agenda for approval. The schedule shall include the maintenance activities, their cycle of occurrence, and the current cost of providing the maintenance activity. The total cost of the activities along with a rate of inflation shall be used to determine the annual assessment per lot.

10.10 Any Owner that gates the entrances to the subdivision shall provide either a crash gate or a lock box and a letter of approval from all of the affected emergency response agencies stating their approval of full time access to and from the subdivision.

10.11 The County will not be responsible for providing enforcement of traffic control within private subdivisions.

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Section 11 - Variances

11.1 The Commissioners Court of Williamson County shall have the authority to grant variances from these Regulations when the public interest or the requirements of justice demands relaxation of the strict requirements of the rules.

11.2 Any person who wishes to receive a variance shall apply to the County Engineer.

11.3 The decision of the Commissioners Court whether to grant or deny a variance is at its complete discretion, and shall be final.

Section 12 - Penalties

12.1 Section 232.005 of the Texas Local Government Code, as amended, provides for the enforcement of the state subdivision laws and of these Regulations.

12.2 A person commits an offense if the person knowingly or intentionally violates a requirement of these Regulations, including the Engineering Guidelines and other appendices incorporated herein. Such offense is a Class B Misdemeanor, punishable by (1) a fine not to exceed $2,000; (2) confinement in jail for a term not to exceed 180 days; or (3) both such fine and confinement. (Texas Penal Code, Title 3, Ch. 12, Sec. 12.03, as amended).

12.3 A person may be jointly responsible as a party to an offense if the person (acting with intent to promote or assist the commission of the offense) solicits, encourages, directs, aids, or attempts to aid another person to commit the offense (Texas Penal Code, Title 2, Sec. 7.01, as amended). Thus, a real estate agent or broker, a lender, an attorney, a surveyor, an engineer, a title insurer, or any other person who assists in violating these Regulations may also face criminal penalties.

12.4 Besides prosecuting a criminal complaint, the County Attorney or other prosecuting attorney for the County may file a civil action in a court of competent jurisdiction to enjoin any violation or threatened violation of these Regulations, and to recover damages.

12.5 A tract that has been subdivided without compliance with these Regulations will be ineligible to obtain a Certificate of Compliance, Driveway permit, Floodplain Development permit or a permit for the construction or modification of an On-Site Sewage Facility located on the tract.

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Appendix A – Platting Guidelines

As a guide to the public in determining when it is necessary to file a plat and comply with these Regulations (as amended), the Commissioners Court (as an incident of its power to enforce the subdivision laws and regulations under Chapter 232, Texas Local Government Code, as amended) has adopted the following policy guidelines stating when the division of an existing tract shall be considered by the Court to be a subdivision requiring the filing of a plat by law, and thus requiring compliance with these Regulations.

A1 - Plat Required

A1.1 In accordance with Chapter 232.001, Texas Local Government Code, (or if said section is amended) the owner of a tract of land located outside the limits of a municipality must have a plat of the subdivision prepared if the owner divides the tract into two or more parts to lay out:

A1.1.1 a subdivision of the tract, including an addition:

A1.1.2 lots: or

A1.1.3 streets, alleys, squares, parks, or other parts of the tract intended by the owner of the tract to be dedicated to public use ~~or for the use of purchasers or owners of lots fronting on or adjacent to the streets, alleys, squares, parks, or other parts~~.

A1.2 A division of a tract includes a division regardless of whether it is made by using a metes and bounds description in a deed of conveyance or in a contract for deed by using a contract for sale or other executory contract to convey, or by using any other method.

A1.3 The final plat must be filed and recorded with the Williamson County Clerk.

A2 - Exceptions by Law

A2.1 A property that fronts on a public street whose boundary has not changed since February 1, 2000 is considered a legal lot

A2.2 The County hereby adopts all of the exceptions to platting requirements as stated in Section 232.0015, Texas Local Government Code, and any amendments to said statute later adopted by the Texas Legislature.

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A3 - Additional Exceptions

A3.1 The Commissioners Court has adopted the following additional policy guidelines stating when the division of an existing tract shall be considered exempt from the requirements for filing of a plat:

A3.1.1 Any tract whose boundary has not changed since February 21, 1985 may be sold in its entirety without being platted.

A3.1.2 A plat is not required when daughter tracts are created solely for purposes of platting them as individual subdivisions in their own right. The Owner must submit to the Court the preliminary plat for the project as a whole before claiming this exception.

A3.1.3 A plat is not required when two adjacent landowners adjust or change the property lines which separate their respective tracts, so long as there is the same number of tracts and Owners after the transaction as existed before it. This exemption applies whether the transaction requires an exchange of land by both Owners, or only a transfer of land from one Owner to the other, and whether the transaction takes the form of a sale or of an exchange in kind. A new deed shall be filed for each reconfigured parcel.

A3.1.4 Any land added to a tract through such a transaction shall become an integral part of that tract, and may not be separately conveyed except in compliance with the subdivision laws. Each resulting tract shall, of course, be subject to the minimum lot size requirements of these Regulations and other applicable laws. This exception does not apply if the adjustment will change the boundary between two legally platted lots, or add or subtract land from a legally platted subdivision.

This exemption may not be exercised within two years of exercising another exemption.

A3.1.5 A plat is not required when a smaller tract is surveyed out of the parent tract solely for the purposes of obtaining financing for purchase or improvement of that part of the property, provided that possession and primary beneficial ownership of the entire parent tract are intended to remain unified.

A3.1.6 A plat is not required when a smaller tract is created by the legitimate foreclosure of a valid lien on a part of the parent tract. This provision does not exempt sham transactions or foreclosures staged to avoid the platting requirement.

A3.1.7 A plat is not required if the property has been divided by the final decree of a court of record with appropriate jurisdiction.

A3.2 All exemptions in this subsection must be approved in writing by the County Engineer prior to the division of the property. To claim any exemption, the person or entity who claims to be entitled to any exclusion to platting set out in these Guidelines must provide:

A3.2.1 An affidavit claiming the exemption and setting out the detailed basis for exclusion from the platting requirement, subject to penalties of perjury (Appendix O).

A3.2.2 A copy of the deeds or other instruments creating the daughter tracts referenced in the affidavit.

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A4 - Vesting Requirements

A4.1 In accordance with V.T.C.A., Chapter 245, Local Government Code, a completed preliminary plat application submitted prior to the effective date of the ordinance from which this chapter is derived will be reviewed on the basis of any regulations or requirements in effect at the time the completed application is filed; unless, at the applicant's option, the applicant elects to proceed under the new regulations or requirements.

A4.2 In reliance upon properly issued permits or approvals, any applicant that claims exception from any provision of this subchapter based upon a claim of vested rights shall file a request for vested rights determination with the County demonstrating:

A4.2.1 The applicant made substantial financial commitments or assumed substantial financial obligations within the purview of the activities authorized by said permit or approval; and

A4.2.2 The applicant has proceeded in good faith, and no approvals or permits have lapsed or been revoked; or

A4.2.3 The applicant has established any other factor which may establish vested rights under state or federal law; or

A4.2.4 The applicant filed an application as provided in V.T.C.A., Local Government Code Ch. 245 prior to adoption of the regulations against which vested rights are claimed, that the regulations against which vested rights are claimed are not subject to an exemption as provided in V.T.C.A., Local Government Code § 245.004 and that the project has not become dormant as defined in V.T.C.A., Local Government Code § 245.005 and this chapter.

A4.3 After receiving a request for vested rights determination, the County shall review the request and approve, deny or request additional information to be provided for consideration of the request within 20 working days. Upon review of the request, if the County finds that the applicant has provided sufficient information to establish that one or more permits exists on a project, the administrator shall issue a certificate to the applicant recognizing vested rights for the project and the terms and conditions required for the continuance of the vested rights.

A5 - Private Real Property Rights Preservation Act

A5.1 The County acknowledges a duty to comply with the Texas Real Property Rights Preservation Act (“Act”). In compliance with the Act, the County will prepare, periodically update and approve a Takings Impact Analysis, after requisite public hearings and notice.

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Appendix B – Engineering Guidelines

B1 - Lot Requirements

B1.1 For determining the area required for an on-site sewage facility, the minimum lot size shall be in accordance with the current regulations of the Rules of the Williamson County On-Site Sewage Facilities Program. Refer also to Appendix F1.

B1.2 Minimum lot width requirements shall be in accordance with Appendix F1.

B1.3 Minimum building setback requirements shall be in accordance with Appendix F2.

B2 - Road Alignments

B2.1 Roads shall be laid out so as to align with existing roads in adjoining or nearby subdivisions. No gaps between the subdivision and the public roadway system may be left. Arterials, Corridors and Controlled Access Facilities shall be placed and designed in accordance with the Capital Area Metropolitan Planning Organization (CAMPO) plan, the Williamson County Long Range Transportation Plan, the Future Transportation Corridors Agreement between Williamson County and TxDOT, or any other arterial roadway plan that contains the subdivision. Collectors and arterials shall be placed to facilitate the safe and efficient movement of traffic and in consultation with the County Engineer.

B2.2 Unless all lots in a subdivision have an area of 5 acres or greater, road segments that have homes taking direct access onto them shall have a maximum spacing of 1,500 feet between stop conditions or 90° turns. A roundabout may be considered in lieu of a stop condition or 90° turn in order to satisfy this requirement, at the discretion of the County Engineer.

B2.3 New roadways that do not connect to an existing public road will not be approved.

B2.4 The County may require an internal road system that minimizes driveways and cross streets to existing County or other public roadways. The County may also require that lots bordering on an existing arterial road have access to an internal platted road and the final plat shall contain a restriction requiring driveways to connect only to an internal platted road.

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B3 - Minimum Road Design Requirements

B3.1 The Owner must improve all existing roads within the plat, as well as all boundary roads to which the proposed subdivision will have direct access, to meet the requirements of these Regulations. The exclusion from the plat of a road that would provide access to future plats will not be permitted. Lots intended specifically for future roads will not be approved.

B3.2 Unless otherwise stated in these Regulations, all roads shall be designed in accordance with the latest version of the Institute of Transportation Engineers "Urban Street Geometric Design Handbook", the latest version of the American Association of State Highway and Transportation Officials (AASHTO) "A Policy on Geometric Design of Highways and Streets" and the edition of the City of Austin's Transportation Criteria Manual (TCM) ~~in effect as of the date of these regulations~~adopted August 7, 2020. Should there be a conflict between these publications, the more stringent value shall overrule. All references to "mountainous terrain" shall not apply to the County.

B3.3 For purposes of this Appendix, average daily traffic (ADT) shall be defined as the anticipated average daily traffic at the time of complete build out of the subdivision, including any future development that may be served by a given road. For planning purposes, it shall be assumed that any future ~~residential lots will generate 8 ADT. If an area of future development consists of two or more acres, it shall be assumed that such development will produce an ADT of 32 per acre, unless there is a note prohibiting future subdivision.~~ lot will generate ADT in accordance with the latest edition of the Institute of Engineers (ITE) Trip Generation Manual.

B3.4 Arterial, Collector, and Local roadways shall be designed as follows:

Roadway Classific-ation	**Local Road**		**Minor Collector**		**Collector**		**Major Collector**		**Arterial Road**	
Road Type	**Rural**	**Urban or Non-residential**	**Rural**	**Urban**	**Rural**	**Urban**	**Rural**	**Urban**	**Rural**	**Urban**
Driveways / Access Permitted	Yes	Yes	Yes	Yes	Yes	Yes	Non-residential	Non-residential	Non-residential	Non-residential
Min. Design Speed	25 mph		35 mph		35 mph		40 mph		45 mph	
Min. ROW width***	≥60 ft	≥50 ft	≥60 ft		≥60 ft		≥60 ft		≥120 ft	
ADT	<1000	<1000	<2,000	<3,000	2,000-4,000	3,000-4,000	>4,000	>4,000	>6,000	>6,000
Travel Way width	20 ft	30 ft	22 ft	37 ft	22 ft	45 ft	22 ft	45 ft	24 ft	2 x 24 ft
No. of Travel Lanes	2	2	2	2	2	2	2	2	2	4
Shoulder	4 ft*	-	4 ft	-	6 ft	-	8ft	-	8 ft	-
Median		-		-	-	-	-	-	-	20 ft

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Roadway Classific-ation	Local Road		Minor Collector		Collector		Major Collector		Arterial Road	
Road Type	**Rural**	**Urban or Non-residential**	**Rural**	**Urban**	**Rural**	**Urban**	**Rural**	**Urban**	**Rural**	**Urban**
Curb and Gutter	Ribbon *	Standard	-	Standard	-	Standard	-	Standard	-	Standard
Parking	Prohib-ited	2 sides	2 sides	2 sides	2 sides	2 sides	Limited **	Limited **	Prohib-ited	Prohib-ited
Notes:					*4 ft paved shoulder or Ribbon curb required **Parking limited to cut-out parallel parking if provided in ROW *** See B3.5.7 Minimum paved width of 26 feet, exclusive of shoulders, ribbon curb and/or curb & gutter, is required for all roads with fire hydrants.					

B3.5 The following standards apply to all roads:

B3.5.1 Roads shall be dedicated to the public except as indicated in Section 10. The Owner may dedicate either the fee Ownership in the land or an easement for road, drainage and utility purposes, at the Owners' option.

B3.5.2 Where concrete curb and gutter are constructed, they shall be 24 inches in width with an 18-inch gutter pan. Where concrete ribbon curbs are constructed, they shall be 18 inches in width. For both types of curb, the pavement base course shall extend 18 inches beyond the back of the curb. The owner must avoid installation of irrigation, plantings, silt fence, etc. in the overbuild. All urban subdivisions shall utilize concrete curb and gutter. All concrete curb shall contain steel reinforcement. Reference is made to the detail included in Appendix H of these Regulations.

B3.5.3 Approaches to intersections shall have a minimum pavement width of 39 feet, measured LOG to LOG at the radius point, for a minimum length of 50 feet, when it is anticipated that, at full build out of the subdivision, the number of left turns from the approach will exceed 100 vehicles per hour. For clarity, a diagram showing this required configuration is included as Appendix J.

B3.5.4 On roads without curb and gutter and a posted or prima facie speed limit less than 40 mph, driveway/access spacing for residential driveways shall be no closer than 30 feet measured edge to edge and all other driveways shall be no closer than 100 feet measured ~~center~~ edge to ~~center~~edge. Residential driveways shall be located no closer to the corner of intersecting rights-of-way than sixty percent (60%) of parcel frontage or fifty feet (50'), whichever is less. Driveways shall not be constructed within the curb return of a street intersection. Driveway/access spacing on Non-Local roads shall adhere to Table B3.5.4.

Table B3.5.4: Minimum Driveway/Access Spacing to Non-Local Street/ Roadways

Posted or Prima Facie Speed Limit (mph)	Distance (ft)
40	305

45	360
≥ 50	425

Notes: (1) Distances are for passenger cars on level grade. These distances may be adjusted for downgrades and/or significant truck traffic. Where present or projected traffic operations indicate specific needs, consideration may be given to intersection sight distance and operational gap acceptance measurement adjustments.

(2) An existing property, as of the date of ~~this~~ these regulations, with less than the required spacing (frontage) may be allowed a driveway. The driveway location will be at the discretion of the County Engineer and shall provide the maximum spacing between access points.~~"~~

B3.5.5 Residential, Agricultural, Commercial and Multi-family driveway design shall follow the geometry criteria as outlined in current driveway policy.

B3.5.6 Shared access driveways may be approved provided that a shared access easement is dedicated by plat or separate instrument and does not access more than three (3) residences. The developer must include a plat note located in Appendix C10.16, that states which lots share driveways. The shared driveways must be constructed, inspected and approved prior to submittal of a final plat application.

B3.5.7 Additional right-of-way shall be required to contain the extent of the roadway embankments.

B3.5.8 All roads shall maintain a height clearance of at least 14 feet.

B3.5.9 All roads with fire hydrants shall have a minimum paved width of 26 feet, exclusive of shoulders, ribbon curb and/or curb & gutter.

B3.5.10 In new subdivisions, the Owner shall install cluster mailboxes at location(s) approved by the County Engineer. The placement of individual or cluster mailboxes along arterial and collector roads shall not be permitted in new subdivisions, unless specifically approved by the County Engineer. Mailboxes shall not encroach in any fashion on or over sidewalks or other public walks or ways in the County ~~right-of-ways~~rights-of-way and shall be installed in accordance with applicable postal regulations.

B3.6 The following requirements apply to dead end roads and cul-de-sacs:

B3.6.1 Dead end roads in residential developments that are not proposed to be extended at some time in the future and have a throat length of 150 feet or less shall have a cul-de-sac with a minimum right-of-way radius of 50 feet (40 feet to LOG). Nonresidential dead end roads and residential dead end roads having a throat length longer than 150 feet shall have a cul-de-sac with a minimum right-of-way radius of 60 feet (50 feet to LOG).

B3.6.2 Cul-de-sacs shall be constructed on a sufficient grade to insure a minimum of 0.4% cross slope grade and along the flow line of the gutter.

B3.6.3 "No Outlet" signs shall be placed at the entrance to the dead end road, even if the road is planned to be extended at some time in the future.

B3.6.4 Dead end roads that end at undeveloped property must be extended to the property line. At the terminus, a temporary cul-de-sac shall be provided for all such streets having a

throat length more than 150 feet, constructed in accordance with the requirements of this Appendix. Hammerhead design will not be allowed; however, alternate designs, such as landscape center islands, may be considered by the County Engineer to ensure a sufficient turnaround area is provided.

B3.6.5 For all temporary cul-de-sacs, temporary easements shall be established for the portions of the cul-de-sac which lie outside the road right-of-way. Such easements which lie within the plat boundary shall be shown on the final plat. Easements which lie outside the boundary of the plat may be in the form of a separate document, but must be recorded prior to construction of any roadway improvements.

B3.6.6 Temporary cul-de-sacs shall be removed, pavement repaired, and drainage patterns restored upon subsequent extension of the dead-end roadway. This work shall include any driveways, culverts, and/or sidewalk extensions as needed to provide a functional roadway and retain access. This work shall be considered subsidiary to the extension project and included in those plans per the requirements of this Appendix.

B3.7 Additional Right of Way for Existing or Major Thoroughfare Roads

When a subdivision is adjacent to an existing road, or it contains a major thoroughfare road, the County Engineer shall determine the right-of-way width that will be necessary for the maintenance and improvement of the existing or major thoroughfare road. If the ~~existing~~ road is a major thoroughfare road, as defined herein, the Owner shall dedicate to the public up to 120 feet in overall width of the right-of-way, as determined by the County Engineer. The Owner may dedicate either the fee ownership in the land or an easement for road, drainage and utility purposes, at the Owners' option.

B3.8 The following requirements apply to proposed roundabouts:

B3.6.1 The minimum design speed shall be 25 mph. Greater design speeds may be required based upon the classification of the intersecting roadways.

B3.6.2 The minimum design vehicle shall be a WB-50.

B3.6.3 Only a single lane per approach is allowed. The radius of the entry curve shall be a minimum of 50 feet measured along the face of curb.

B3.6.4 The inscribed circle diameter shall be a minimum of 105 feet and a maximum of 150 feet. The circulatory roadway shall have a minimum pavement width of 20 feet from edge to edge exclusive of curbs, gutter pans and shoudlers.

B3.6.5 The center island shall have a raised 6-inch barrier curb. An additional 10 foot wide truck apron shall be provided at entry roads to the subdivision.

B3.6.6 Designs shall consider adequate queuing distance from adjacent intersections. On-street parking and single-family residential driveways are prohibited within the roundabout.

B3.9 Turn Lane Warrants

B3.9.A. Applicability.

1. To ensure minimum standards for traffic safety are met with new development, a Turn Lane Warrant Report must be submitted for any subdivision with access from or intersection with

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a Collector Road, Arterial Road, Corridor or Controlled Access Facility as designated by the Williamson County Long Range Transportation Plan.

2. If a Traffic Impact Analysis is required in accordance with Section 4.27 of these regulations, a separate Turn Lane Warrant Report is not required.

3. All subdivisions that meet the criteria defined in these regulations for a minor plat are exempt from the requirements of this section.

B3.9.B. Requirements.

1. A Turn Lane Warrant Report must be prepared by a licensed professional engineer in accordance with standard transportation engineering practices for the purpose of determining the need for right or left turn lanes associated with new development.

2. The Turn Lane Warrant Report must be supported by:

a) Traffic counts taken in both directions within the last 12 months.

b) Calculation of trip generation using the latest edition of the Institute of Engineers (ITE) Trip Generation Manual. The more applicable trip generation rates to the proposed project, whether average rates or fitted curve rates, shall be used. Any site-specific traffic or trip generation values that vary from ITE rates shall require approval from County Engineer prior to use.

c) Trip reductions including Internal Capture and Pass-By trips will follow current edition of the ITE Trip Generation Handbook and shall be subject to County approval.

d) Calculation of trip distribution based on existing travel patterns and surrounding land uses.

e) Analysis using the latest edition of the National Cooperative Highway Research Program's Report 457 – Evaluating Intersection Improvements.

3. The Turn Lane Warrant Report must be stamped by a licensed professional engineer in the State of Texas and contain the following statement, as signed by the engineer of record:

"I hereby certify that this report complies with best practices and guidelines associated with turn lane warrants."

B3.9.C. Required improvements.

When turn lane improvements are determined to be necessary by the report, the cost of said improvements will be borne solely by the developer. Such improvements must be designed in accordance with Williamson County specifications and, where appropriate, Texas Department of Transportation specifications. The design shall at minimum include lane width, curb/shoulder type, shoulder width, striping, taper, storage and deceleration lengths. The design of turn lane improvements shall take into consideration the required driveway spacing and if the turn lane length is greater than the required driveway spacing, then the required spacing between driveways may have to be increased in order to accommodate the appropriate turn lane design.

B3.9.D. Coordination with other agencies.

In the event a Turn Lane Warrant Report is required for approval of development by another agency, such as the Texas Department of Transportation, the more intensive requirements shall apply.

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B3.10 Traffic Impact Analysis (TIA)

B3.10.A. Applicability.

To ensure that development impacts are mitigated through specified constructed improvements, a traffic impact analysis shall be required for all subdivisions where the proposed development generates estimated traffic in excess of 2,000 average daily vehicle trips or peak hour trips (AM or PM) in excess of 100 vehicle trips per hour. Calculation of trip generation must be made using the latest edition of the Institute of Engineers (ITE) Trip Generation Manual. The more applicable trip generation rates to the proposed project, whether average rates or fitted curve rates, shall be used. If a land use is not specified at the time of application, the most intensive daily trip generation rate for the land use classification shall be used to estimate average daily and peak hour trips. Further, if a specific land use is not defined in the manual, the County Engineer shall have sole authority to determine the most appropriate land use category used for trip generation calculation. Any site-specific traffic or trip generation values that vary from ITE rates shall require approval from County Engineer prior to use. A TIA addendum will be required for any previous TIA that is more than one (1) year past its build-out year, unless the County Engineer determines that traffic volumes and roadway conditions in the study area have not changed significantly.

If the subdivision includes proposed improvements (i.e. turn lanes, roadway widening, intersection, traffic signal, etc.) as part of the development that the County Engineer determines would mitigate the impacts of traffic generated by the proposed development and equivalently satisfy the requirements of this section, then the analysis required in Section 4.27.B may be waived, as determined by the County Engineer. The proposed improvements shall be identified and submitted to the County Engineer in the form of a traffic memo for review and consideration of a waiver.

B3.10.B. Requirements.

1. Prior to the submittal of a TIA, a pre-submittal scoping meeting and/or submittal of a scoping document is highly recommended. The scoping document shall be submitted at least 1 week prior to the date of the scoping meeting. The scoping meeting or document will at a minimum include project development information, study area, intersections, trip generation, trip distribution, and assumed background growth. This meeting or memo allows for the County Engineer to provide general comments, feedback and requirements prior to the TIA being completed. The purpose of the meeting or memo is to minimize initial review comments and/or unnecessary revisions needed to the TIA.

2. A traffic impact analysis must be prepared by a licensed professional engineer in accordance with standard transportation engineering practices for the purpose of determining the adequacy of the road network to serve the proposed development, and whether any road dedication or improvements are necessary to mitigate the impacts of the proposed development.

3. The traffic impact analysis must be stamped by a licensed professional engineer in the State of Texas and contain the following statement, as signed by the engineer of record:

   "I hereby certify that this report complies with best practices and guidelines associated with traffic impact analyses."

4. The impact analysis shall include, but not limited to:

   a) Study Area – description of the area within at a minimum ½ mile of the proposed development and target year for projected build out. If additional area will be required, it will be identified and documented as part of the TIA scoping meeting

or document. This description shall include the existing and proposed transportation system.

b) Trip Generation – generation rates for daily and peak hour trips based on proposed land use and full build out of site.

c) Trip Distribution – based on existing traffic patterns and surrounding land uses.

d) Traffic Forecast – projected site and total daily traffic and peak hour trip rate at time of build out.

e) Traffic Analysis – analysis of existing, projected no-build, projected build-out, and projected build-out with mitigations conditions. The analysis shall include delay, level of service, and queuing for each approach of the intersection. Traffic signal and/or turn lane warrants may also be required.

f) Sight Distance Analysis – The analysis shall be performed using the AASHTO "A Policy on Geometric Design of Highways and Streets" at each proposed roadway intersection or driveway and shall include right, left and crossing movements, as applicable to the intersection. Exhibits shall be provided showing both the required and available intersection sight distance. If the terrain of the existing roadway at the location of the proposed roadway intersection or driveway has an up or down grade greater than 3%, a vertical sight distance analysis shall also be included for stopping sight distance. Field Observations must be made to confirm adequate sight distance at each proposed roadway intersection or driveway. The impact of vegetation, guardrails, retaining walls, and other barriers on sight distance should be carefully assessed. A photolog for the intersection sight distance at each project location is required.

g) Access Management/Driveway Spacing – compliance with the access management and spacing requirements found within these regulations, the Williamson County Driveway Policy or any other applicable requirements (i.e. TxDOT Access policy for state maintained roads).

h) Level of Service – a minimum Level of Service C (or better) shall be maintained in the projected build-out condition. If the existing condition is Level of Service D, E, or F, then mitigation is required to maintain the Level of Service in the projected no-build condition.

i) Recommendations – proposed roadway improvements to mitigate impacts from site development. This shall include a Table or Exhibit that describes the traffic mitigation. This should include when the mitigation is recommended, a description of the recommendation, and a potential responsible party.

j) If deemed necessary due to unique circumstances of the site, the County Engineer may request a scoping meeting to determine additional requirements for the traffic impact analysis.

k) The software used for the TIA analysis shall be Synchro version 11 or later editions. The peark hour factor (PHF) needs to be site specific based on the data collected instead of using default values of 0.92. The PHF shall be provided individually for each movement or lane group, instead of an aggregated number used for the entire intersection.

B3.10.C. Required improvements.

When improvements are required to mitigate the impacts of traffic generated by the development, as determined by the approved traffic impact analysis, the cost of said improvements, or approved pro-rata share of said improvements, will be borne solely by

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the developer. Such improvements must be designed in accordance with Williamson County specifications and, where appropriate, Texas Department of Transportation specifications. All required mitigations shall be completed as agreed to in the approved TIA and/or any notes on the preliminary or final plat of the subdivision.

B3.10.D. Coordination with other agencies.

In the event a traffic impact analysis is required for approval of development by another agency, such as the Texas Department of Transportation, the more intensive requirements for the traffic impact analysis shall apply.

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B4 - Construction – General

B4.1 A preconstruction meeting shall be scheduled prior to the start of construction. The Design Engineer, Owner, Contractor, Subcontractors, and County Engineer shall attend this meeting. All roads are to be constructed in accordance with the construction documents as approved by the County Engineer and in accordance with the specifications found in the current version of the "Texas Department of Transportation Manual Standard Specifications for Construction of Highways, Streets, and Bridges" unless otherwise stated on the construction documents approved by the County Engineer.

B4.2 All materials shall be sampled and tested by an Independent Testing Laboratory in accordance with the construction documents approved by the County Engineer. The Owner shall pay for all testing services and shall furnish the County Engineer with certified copies of these test results. The County Engineer must approve the test results prior to constructing the next course of the roadway structure. Any material which does not meet the minimum required test specifications shall be removed and recompacted or replaced unless alternative remedial action is approved in writing from the County Engineer.

B4.3 Except for electrical lines, all underground nonferrous utilities within a right-of-way or easement must be accompanied by ferrous metal lines to aid in tracing the location of said utilities through the use of a metal detector.

B4.4 All proposed pavements (flexible and rigid) are to be specified in the Geotech report. The Geotech report is to be signed and sealed by a Registered Professional Engineer. Pavement designs shall follow the below County requirements based upon soil conditions from samples taken along the proposed roadways. Test borings shall be placed at a maximum spacing of 500 feet or other sampling frequency approved by the County Engineer based on recommendations provided by the geotechnical engineer. Borings shall be to a depth of ten ft or, if solid rock is encountered, one ft below non-fractured rock or 3 ft below fractured rock. The pavement design must meet at least the minimum of one of the approved County designs and provided in the geotechnical report for review and approval prior to the review and approval of the construction plans. In addition to the basis of the pavement design, the soils report shall contain the results of sampled and tested subgrade for plasticity index.

B4.5 Flexible Pavement Designs based on Roadway Classification

Minimum Local Roadway (Urban/Rural) Flexible Pavement design				
Plasticity Index	PI <20	PI 20-≤35	PI 35-55 (4)	Material Requirements
Soil Classification	Clayey Sand	Lean Clay	Fat Clay	
HMA Surface (1)	2”	2”	2”	TxDOT Item ~~340~~ 341 D- GR HMA PG 70-22 SAC B
Prime Coat or One Course Underseal	YES	YES	YES	AEP or TxDOT Item 316
Flexible Base (2)(5)	12”	12”	14”	TxDOT Item 247 FLBS TY A GR 5
Lime treated Subgrade (3)	NO	8”	8”	TxDOT Item 260
Notes:	(1) For Urban See Appendix B7 – ~~B10~~ for HMA material requirements. Rural is also allowed B7.11 (2) See Appendix B6 for additional Flexible Base specifications. (3) Pelletized lime is not allowed. Use hydrated lime or lime slurry. Confirm sulfates are not present in soil. (4) For PI >55 additional pavement structure is necessary and shall be reviewed and approved by the County Engineer. (5) Should solid rock be encountered prior to the depth necessary for 12” of base material underneath 2” HMA, a substitute pavement design may be allowed. Substitute pavement design shall have a base thickness no less than 8” and existing material shall be excavated to the exposed solid rock layer. No significant amount of existing material shall be left remaining between the base layer and the rock layer.			

Minimum Collector Roadway (Urban/Rural) Flexible Pavement design				
Plasticity Index	PI <20	PI 20-≤35	PI 35-55 (4)	Material Requirements
Soil Classification	Clayey Sand	Lean Clay	Fat Clay	
HMA Surface (1)	2”	2”	2”	TxDOT Item ~~340~~ 341 D- GR HMA PG 70-22 SAC B
Prime Coat or One Course Underseal	YES	YES	YES	AEP or TxDOT Item 316

Flexible Base (2)(5)	14”	14”	16”	TxDOT Item 247 FLBS TY A GR 5
Lime treated Subgrade (3)	NO	8”	8”	TxDOT Item 260
Notes:	~~(1) -~~ (1) For Urban See Appendix B7 ~~– B10~~ for HMA material requirements. Rural is also allowed B7.11 (2) See Appendix B6 for additional Flexible Base specifications. (3) Pelletized lime is not allowed. Use hydrated lime or lime slurry. Confirm sulfates are not present in soil. (4) For PI >55 additional pavement structure is necessary and shall be reviewed and approved by the County Engineer. (5) Should solid rock be encountered prior to the depth necessary for 14” of base material underneath 2” HMA, a substitute pavement design may be allowed. Substitute pavement design shall have a base thickness no less than 10” and existing material shall be excavated to the exposed solid rock layer. No significant amount of existing material shall be left remaining between the base layer and the rock layer.			

Minimum Arterial Roadway (Urban/Rural) Flexible Pavement design				
Plasticity Index	PI <20	PI 20-≤35	PI 35-55 (4)	Material Requirements
Soil Classification	Clayey Sand	Lean Clay	Fat Clay	
HMA Surface (1)	2”	2”	2”	TxDOT Item ~~340~~ 341 D- GR HMA PG 70-22 SAC B
Prime Coat or One Course Underseal	YES	YES	YES	AEP or TxDOT Item 316
Flexible Base (2)	20”	20”	22”	TxDOT Item 247 FLBS TY A GR 5
Lime treated Subgrade (3)	NO	8”	10”	TxDOT Item 260
Notes:	(1) See Appendix B7 for material requirements for HMA. (2) See Appendix B6 for additional Flexible Base specifications. (3) Pelletized lime is not allowed. Use hydrated lime or lime slurry. Confirm sulfates are not present in soil. (4) For PI >55 additional pavement structure is necessary and shall be reviewed and approved by the County Engineer.			

B4.6 Rigid Pavement Designs based on Roadway Classification

Local Roadway (Urban/ Rural) Rigid Pavement design				
Plasticity Index	PI <20	PI 20-≤35	PI 35-55 ~~(4)~~(4)	Material Requirements
Soil Classification	Clayey Sand	Lean Clay	Fat Clay	
CRCP (1)	6”	6”	8”	TxDOT Item 421 – Class P Concrete

				CRCP – 13, Continuously Reinforced Concrete Pavement, One-layer steel bar placement
HMA Bond Breaker	1”	1”	1”	TxDOT Item D- GR HMA TY D or TY F PG 64-22
Flexible Base (2)	6”	8”	8”	TxDOT Item 247 FLBS TY A GR 4
Lime treated Subgrade (3)			8”	TxDOT Item 260
Notes:	(1) See Appendix B7 for material requirements for CRCP (2) See Appendix B6 for additional Cement Treated Base specifications (3) Pelletized lime is not allowed. Use hydrated lime or lime slurry. Confirm sulfates are not present in soil. (4) For PI >55 additional pavement structure is necessary and shall be reviewed and approved by the County Engineer			

Collector Roadway (Urban/ Rural) Rigid Pavement design				
Plasticity Index	PI <20	PI 20-≤35	PI 35-55 [4]~~(4)~~	Material Requirements
Soil Classification	Clayey Sand	Lean Clay	Fat Clay	
CRCP (1)	6”	6”	8”	TxDOT Item 421 – Class P Concrete CRCP – 13, Continuously Reinforced Concrete Pavement, One-layer steel bar placement
HMA Bond Breaker	1”	1”	1”	TxDOT Item D- GR HMA TY D or TY F PG 64-22
Flexible Base (2)	8”	10”	10”	TxDOT Item 247 FLBS TY A GR 4 [(2)]
Lime treated Subgrade (3)			8”	TxDOT Item 260 [(3)]
Notes:	(1) See Appendix B7 for material requirements for CRCP (2) See Appendix B6 for additional Cement Treated Base specifications (3) Pelletized lime is not allowed. Use hydrated lime or lime slurry. Confirm sulfates are not present in soil. (4) For PI >55 additional pavement structure is necessary and shall be reviewed and approved by the County Engineer			

Arterial Roadway (Urban/ Rural) Rigid Pavement design				
Plasticity Index	PI <20	PI 20-≤35	PI 35-55 [4]~~(4)~~	Material Requirements
Soil Classification	Clayey Sand	Lean Clay	Fat Clay	
CRCP (1)	11”	11”	11”	TxDOT Item 421 – Class P Concrete

				CRCP – 13, Continuously Reinforced Concrete Pavement, One-layer steel bar placement
HMA Bond Breaker	1”	1”	1”	TxDOT Item D- GR HMA TY D or TY F PG 64-22
Flexible Base (2)	12”	12”	12”	TxDOT Item 247 FLBS TY A GR 4
Lime treated Subgrade (3)		6”	10”	TxDOT Item 260
Notes:	(1) See Appendix B7 for material requirements for CRCP (2) See Appendix B6 for additional Cement Treated Base specifications (3) Pelletized lime is not allowed. Use hydrated lime or lime slurry. Confirm sulfates are not present in soil. (4) For PI >55 additional pavement structure is necessary and shall be reviewed and approved by the County Engineer			

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B5 - Subgrade

B5.1 The preparation of the subgrade shall follow good engineering practices as directed by the County Engineer in conjunction with recommendations outlined in the geotechnical report. When the Plasticity Index (PI) is greater than 20, a sufficient amount of lime shall be added as described in Item 260 of the current edition of the TxDOT Standard Specifications for Construction until the PI is less than 20. If the addition of lime as described in Item 260 is not feasible, an alternate stabilizing design shall be proposed and submitted to the County Engineer for approval. The subgrade shall be prepared and compacted to achieve a dry density per TxDOT Item 132. In addition, proof rolling may be required by the County Engineer.

B5.2 If Lime is necessary, then a sufficient amount of lime shall be added, as described in Item 260 of the current edition of the TxDOT Standard Specifications for Construction to properly stabilize subgrade. The use of Hydrated lime or lime slurry is approved; however, the use of Pelletized lime is not approved.

B5.3 Prior to lime stabilization, a sulfate test of in situ soils shall be performed by developer to confirm the appropriate means and methods of stabilization. Provide sulfate test to County Engineer prior to stabilization.

B5.4 Any variation to the County's stabilization requirements must be approved by the County Engineer.

~~B5.5 The subgrade shall be prepared and compacted to achieve a dry density per TxDOT Item 132. In addition, proof rolling may be required by the County Engineer.~~

B5.5 The subgrade shall be inspected and approved by an Independent Testing Laboratory and a certified copy of all inspection reports furnished to the County Engineer. The County Engineer must approve the report prior to application of the base material. All density test reports shall include a copy of the work sheet showing the percentage of the maximum dry (Proctor) density. The number and location of all subgrade tests shall be determined by the County Engineer.

~~B5.6~~

B5.6 All trench backfill within the subgrade shall be prepared and compacted in accordance with TxDOT Item 132.3.4.2 "Density Control". Table 2 Field Density Requirements are modified to the specification below.

Table 2 – Field Density Control Requirements

Description	Density	Moisture Content
All backfill material	≥ 98% D_a and ≤ 103% D_a	± 3% W_{opt}

B5.7 Any excavation of the subgrade after it has been completed in accordance with Section B5.1 above shall be backfilled In accordance with TxDOT Item 401 "Flowable Backfill" and meet the requirements of Table 2 for Excavatable Flowable Fill (controlled low strength material) or using an alternative method approved by the County Engineer.

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B6 - Base Material

B6.1 Base material shall conform to Item 247 of the current edition of the TxDOT Standard Specifications for Construction, "Flexible Base". The base material shall be Type A Grade 4, or as approved by the County Engineer. Grade 4 material shall conform to the requirements of Table B6.1 below:

Table B6.1: Gradation Specification for TY A, Grade 4

Property	Grade 4
Master gradation sieve size	**Cumulative % Retained**
2 ½"	-
1 ¾"	0
7/8"	10% - 35%
3/8"	30% - 65%
#4	45% - 75%
#40	70% - 90%
#200	87% - 95%
Liquid Limit, % Max	35
Plasticity Index, Max[1]	10
Wet ball mill, % Max	40
Wet ball mill, % Max increase passing the #40 sieve	20
Min compressive strength, psi	
lateral pressure 0 psi	
lateral pressure 3 psi	90
lateral pressure 15 psi	175

1. Determine Plasticity Index in accordance with Tex-107-E (linear shrinkage) when liquid limit is unattainable as defined in TEX-104-E.

B6.2 Each layer of base course shall be tested for in-place dry density and measured for compacted thickness. The number and location of all base test samples shall be determined by the County Engineer.

B6.3 The base shall be prepared and compacted to achieve a minimum of 100% of the maximum (Proctor) dry density or as approved by the County Engineer upon recommendation by the testing laboratory. The maximum lift shall not exceed six inches. The base must be inspected and approved by an Independent Testing Laboratory and a certified copy of the test results furnished to the County Engineer for approval. Prior to the placement of the first lift of base, the stockpile shall be tested for the specifications found in Item 247 and Table B6.1 and the result furnished to the County Engineer for approval.

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B7 - Bituminous Pavement

B7.1 Urban roads require a minimum 2 inch wearing surface of HMAC Type D. The mix shall be from a TxDOT certified plant and the mix design shall be submitted to the County Engineer for approval prior to placement of the material.

B7.2 If Providing mixture Type C or D, use performance grade (PG) binder 70-22. Provide PG binder that does not contain Recycled Engine Oil Bottoms (REOBs) or Poly Phosphoric Acid (PPA). Recycled Asphalt Pavement (RAP) is not permitted for use as a component of the HMACP. The Contractor is also not permitted the use Recycled Asphalt Shingles (RAS) as a component of the HMACP.

B7.3 If providing mixture Type B, use PG binder 64-22. Provide PG binders that do not contain REOBs or PPA. For subsurface course Type B, the use of twenty percent (20%) RAP is permitted in the mix design. The Contractor is not permitted to use RAS as a component of the HMACP.

B7.4 Target laboratory molded density is 96.5% for all mixtures without RAP and when using a Texas Gyratory Compactor (TGC) for designing the mixture. When using Superpave Gyratory Compactor (SGC) to design mixtures, submit the SGC mix design to the Engineer for approval.

B7.5 All mixtures must meet the Hamburg requirement as stated in the table below.

High-Temperature Binder Grade	Test Method	Hamburg Wheel Test Requirements*
		Minimum # of Passes @ 0.5" Rut Depth, Tested @122°F
PG 64 or lower	Tex-242-F	7,000
PG 70	Tex-242-F	15,000
PG 76 or higher	Tex-242-F	20,000

** The County Engineer may accept Hamburg Wheel test results for production and placement if no more than 1of the 5 most recent tests is below the specified number of passes and the failing test is no more than 2,000 passes below the specified number of passes.*

B7.6 Submit any proposed adjustments or changes to a job mix formula to the County Engineer before production of the new job mix formula.

B7.7 Unless otherwise approved, provide Type B mixtures that have no less than 4.5% asphalt binder, and TY C and D mixtures with no less than 4.7% binder.

B7.8 For Mixture Design Verification, provide the Engineer with two 5-gallon buckets of each aggregate stockpile to be used on the project and three gallons of each PG binder to be used on the project. Also provide sufficient quantities of any other additives that will be used in the HMA mixture. This must be done prior to approval of the mix design, unless already performed within a one-year time period.

B7.9 Prior to allowing production of the trial batch, the Engineer will use the materials provided by the Contractor to perform the following tests to verify the HMA mixture design.

1. Indirect Tensile Test in accordance with Tex-226-F

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2. Hamburg Wheel Test in accordance with Tex-242-F
3. Overlay Test in accordance with Tex-248-F
4. Cantabro Test in accordance with Tex-245-F

For mixtures designed with a Texas Gyratory Compactor (TGC), the Engineer may require that the target laboratory molded density be raised to no more than 97.5% or may lower the design number of gyrations to no less than 35 for mixtures designed with an SGC if any of the following conditions exist.

1. The Indirect Tensile Test results in a value greater than 200 PSI
2. The Hamburg Wheel Test results in a value less than 3.0 mm
3. The Overlay Test results in a value less than 100 cycles
4. The Cantabro Test results in a value of more than 20% loss

In lieu of, or in addition to evaluating the mixture design prior to allowing a trial batch to be produced, the Engineer may also evaluate the mixture produced during the trial batch for compliance with the 4 tests listed above.

B7.10 Contractor's Quality Control (CQC) test reports shall be submitted to the County Engineer on a daily basis. As a minimum, daily CQC testing on the produced mix shall include: Sieve Analysis TEX-200-F, Asphalt Content TEX-236-F, Hveem Stability TEX-208-F, Laboratory Compacted Density TEX-207-F, and Maximum Specific Gravity TEX-227-F. The number and location of all HMAC tests shall be determined by the County Engineer with a minimum of three, 6-inch diameter field cores secured and tested by the contractor from each day's paving. Each HMAC course shall be tested for in-place density, bituminous content and aggregate gradation, and shall be measured for compacted thickness. The number and location of all HMAC test samples shall be determined by the County Engineer.

B7.11 Rural roads may use either the specifications found in Section B7.1 or a two-course surface in accordance with Item 316, treatment wearing surface, of the current edition of the TxDOT Standard Specifications for Construction. The type and rate of asphalt and aggregate shall be indicated on the plans as a basis of estimate and shall be determined at the preconstruction conference. Aggregate used in the mix shall be on the TxDOT Quality Monitoring Schedule. Aggregate shall be Type B Grade 4. Gradation tests shall be required for each 300 cubic yards of material placed with a minimum of two tests per each grade per each project. Test results shall be reviewed by the County Engineer prior to application of the material.

B8 - Concrete Pavement

B8.1 In lieu of bituminous pavement, Portland cement concrete pavement may be used. In such cases, the pavement ~~thickness~~ shall be ~~a minimum of 9 inches of concrete, and shall be jointed and reinforced in accordance with the detail included in Appendix I~~designed in accordance with the minimum requirements found in Section B4.6 of these regulations. The mix shall be from a TxDOT certified plant. The mix design shall be submitted to the County Engineer for approval prior to placement of the material.

B9 - Concrete - General

B9.1 Unless otherwise specified, concrete shall be in accordance with Item 421 of the current edition of the TxDOT Standard Specifications for Construction and be placed in accordance with the applicable item.

B9.2 All concrete shall be tested for compressive strength. One set of three concrete test cylinders shall be molded for every 50 cubic yards of concrete placed for each class of concrete per day, or at any other interval as determined by the County Engineer. A slump test shall be required with each set of test cylinders. One cylinder shall be tested for compressive strength at an age of seven days and the remaining two cylinders shall be tested at 28 days of age.

B10 - Road Names, Signs and Markers

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B10.1 All roads shall be named, with prior approval for said name from the Williamson County 911 Addressing Coordinator. Roads must be named in a manner to avoid confusion in identification. Roads that are extensions of existing roads must carry the names of those in existence. Roads that are not continuous~~, or which have 90 degree turns,~~ shall have different names. The Owner shall provide the Coordinator with two digital files of the plat. One file shall be in an Adobe .pdf format, and the other file shall be in an AutoCAD .dwg format georeferenced to NAD 1983 State Plane Grid Coordinate System, Texas Central Zone (4203), with drawing units of US feet. The road names shall be displayed on standard intersection road marker signs erected by the Owner in compliance with the TxMUTCD "Street Name Signs" and at the locations as indicated on the construction plans.

B10.2 Traffic control signs (such as stop, yield, and speed limit signs) shall be installed by the Owner of said subdivision in compliance with the latest version of the TxMUTCD and at the locations as indicated on the approved construction plans. Other traffic control signs, as shown on the construction plans, shall be installed to indicate any unusual traffic or road hazard or conditions that may exist. All traffic control devices shall be placed in compliance with latest version of the TxMUTCD and the construction cost shall be borne by the Owner.

B10.3 A speed limit of 25 mph for local roads, 30 mph for collector roads and 40 mph for arterial roads within all platted subdivisions is hereby adopted. This limit may be changed only by Commissioners Court upon the basis of an engineering and traffic investigation showing that the prima facie maximum reasonable and prudent speed for a particular road (or part of a road) should be different.

B10.4 The placement of a stop sign or a yield sign on the minor road at intersections shall be evaluated on a case-by-case basis in accordance with the TxMUTCD. An all-way stop sign (multi-way stop) is a traffic control device used to assign the right of way at intersections if certain traffic conditions exist and where the volumes of traffic on the intersecting roads is approximately equal. An all-way stop shall be installed only where warranted. According to the TxMUTCD, an all-way stop sign may be warranted when any of the following conditions exist:

B10.4.1 Where traffic control signals are justified, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.

B10.4.2 Five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions

B10.4.3 Where the following minimum traffic volumes exist:

a. The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day; and

b. The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; but

c. If the 85th-percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in Items 1 and 2.

B10.4.4 Where no single criterion is satisfied, but where Criteria B10.4.2, B10.4.3(a), and B10.4.3(b) are all satisfied to 80 percent of the minimum values. Criterion B10.4.3(c) is excluded from this condition.

B10.5 For any road that is proposed to be extended at some time in the future, a minimum of five metal channel posts, equally spaced, shall be placed at the end of the road. Each post shall have an 18”x18” red diamond object marker sign (type OM-4 per TxMUTCD) placed four feet above the existing ground.

B10.6 A future road extension sign shall be placed at the end of all roads and temporary cul-de-sacs that are proposed to be extended at some time in the future. The sign shall state the following: Future Extension of <name of road>.

B10.7 Signage that differs from the standard signage that is maintained by the County shall be maintained in accordance with an executed license agreement between the County and the Owner. The signage shall be maintained in such a fashion to comply with the TxMUTCD requirements and the executed license agreement.

B10.8 If shared driveways are required to be named by the Williamson County 911 Addressing Coordinator, the driveway names shall be displayed on standard marker signs (BLACK letters on a WHITE background) erected by the Owner in compliance with the TxMUTCD, with prior approval for said name from the Williamson County 911 Addressing Coordinator. All other standard street name signs (WHITE letters on a GREEN background) in accordance with the TMUTCD, shall be erected by the Owner, unless approved in accordance with an executed license agreement between the County and the Owner. Williamson County Road & Bridge utilizes standard 2-3/8” steel pipe and the Wedge Anchor Steel System sign mounting detail (TxDOT Detail SMD(TWT) - 08) and retroreflective sheeting for roadside signs. Per the TxMUTCD, there shall be a minimum of 2 feet between the face of standard curb and the inside edge of signs or where standard curb is not present there shall be a minimum of 7 feet from the edge of the travel way to the inside edge of signs.

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B11 - Drainage and Flood Control

B11.1 Stormwater management controls shall be designed, constructed, and maintained to restrict the rate of drainage from the platted area to the rate of drainage of the land in its existing condition. When a development shall have several sections, stormwater management controls for the ultimate developed area shall be constructed if not located in the first platted section. Stormwater management controls are to be designed by a Professional Engineer using a basis of a 2, 10, 25, and 100-year storm.

If proposed development is detention exempt, a Detention Exemption Letter, requesting the detention exemption to be utilized, shall be provided in place of a Drainage Report and the plat shall contain a corresponding plat note from Appendix C12.

A proposed development may be considered exempt from providing on-site stormwater detention requirements if it meets the requirements of one of the following sections:

B11.1.1 The County has identified "Detention Exempt Stream Reaches" that have been determined to have a stormwater discharge time-to-peak sufficiently long enough (assuming uniform spatial and temporal rainfall distribution of a design storm event) to allow an adjacent proposed development to release undetained stormwater discharges directly into the Detention Exempt Stream Reach without adversely affecting downstream peak discharges. Detention Exempt Stream Reaches are shown in Exhibit 1 and are available in digital format (GIS shapefile) upon request. These reaches include portions of:

- Berry Creek
- Brushy Creek
- North Fork San Gabriel River
- Salado Creek
- San Gabriel River
- South Fork San Gabriel River
- Willis Creek

In order for a proposed development to qualify for a detention exemption, the proposed development shall meet one of the following criteria:

a. All land connecting the proposed development to a Detention Exempt Stream Reach is owned by the development parties, allowing the proposed development to discharge directly to a Detention Exempt Stream Reach.

OR

b. Necessary property easements are obtained by the development parties and sufficient drainage improvements are constructed in order to safely convey flows up to the 100-year storm event through adjacent properties to a Detention Exempt Stream Reach. Provide the following:

i. Provide a copy of drainage easements, or other agreement or evidence acceptable to the County, that all land connecting the proposed development to a Detention Exempt Stream Reach are obtained by the development parties.

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ii. If the proposed drainage easement will cross any roadways not maintained by the County, approval from that local or state entity is required to pass un-detained flows from the property be developed, at locations with their right-of-way.

iii. Provide drainage calculations and construction plans if necessary, that demonstrate safe conveyance of flows from the site to the Detention Exempt Stream Reach. The analysis may utilize normal depth tailwater conditions and shall be analyzed for the 100-year storm event.

iv. If channel construction or grading is necessary, the construction must be completed and approved by the County before approval of the Final Plat.

B11.1.2 Plats with three or less lots for single family residential use, with less than 20% impervious cover per lot.

B11.1.3 Plats with all lots of 2 acres or more and less than 20% of impervious cover per lot.

B11.1.4 Plats with a single lot intended for non-residential use, and the stormwater management controls would be more appropriate to be designed, constructed, and maintained by the property owner at the time of site development. The plat shall contain a corresponding plat note from Appendix C12.

B11.1.5 Exemptions for on-site stormwater detention based on off-site peak discharge timing will not be considered for proposed developments that do not meet the criteria described in this section.

B11.2 The proposed time of concentrations and land cover roughness n-values, used to calculate time of concentration, should be consistent from existing to proposed conditions.

B11.3 When calculating peak flows, the runoff curve number shall remain the same between existing and proposed conditions, using the assumption of raw (undeveloped) land with no impervious cover. The existing and proposed percentage of impervious cover shall be input individually for each condition. For the proposed conditions, the maximum potential percentage of impervious cover shall be used.

B11.4 Detention volume shall be sized by comparing the existing peak runoff produced by the site versus the proposed peak runoff produced by the site, for the 2, 10, 25 and 100-year frequency rainfall event. Methods used to analyze the pre and post development conditions should focus on the proposed changes in impervious cover and time of concentration associated with development of the site. The points of analysis must be consistent between existing and proposed scenarios for a direct and accurate assessment of impacts. The timing of hydrographs may not be used to demonstrate a decrease of proposed peak flows from the developed site. In-line detention designs and locating detention ponds within regulated floodplains are both strongly discouraged. These types of designs require additional analysis and often lead to larger detention ponds than may otherwise be required.

B11.5 For detention design, NOAA Atlas 14 ~~precipitation~~ rainfall depth-duration-frequency values shall be ~~taken from the Williamson County rainfall zones~~utilized from Exhibit 2, Table 1-4, for a 24-hour duration storm. ~~These zones and rainfall data can be found in Exhibit 2 and the associated tables.~~The modified rational method is not allowed for detention design.

B11.6 For detention design, major channel design and analysis, determination of peak flow rates for floodplain modeling, and hydrologic channel routing, the U.S. Army Corps of Engineers HEC-HMS software is recommended. NOAA Atlas 14 rainfall, per Exhibit 2 – Rainfall Data, shall be utilized

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for all hydrologic analyses. If HEC-HMS is not utilized, the full model input and output shall be provided including structure and outlet details as modeled.

B11.7 Impervious cover assumptions must be clearly stated within the drainage report.

B11.8 For floodplain studies, major channel design and analysis, and determination of finished floor elevations, the U.S. Army Corps of Engineers HEC-RAS software must be utilized.

B11.9 Drainage calculations and design shall be made using the latest edition of the City of Austin's Drainage Criteria Manual except where otherwise specified in the regulations herein, or other methods satisfactory to the County Engineer. All data and calculations must be presented to the County Engineer as part of the construction plans or drainage report. The following requirements shall be incorporated into the design:

B11.9.1 Bridges and cross drainage structures for arterial, collector, and local roads shall be designed to convey the 25-year storm without overtopping the facility.

B11.9.2 All longitudinal drainage structures shall be designed to convey the 10-year storm.

B11.10 All drainage structures and appurtenances shall be designed by a Registered Professional Engineer. A profile shall be shown in the construction plans for all drainage structures. Each profile shall show the design flow, velocity, invert elevations, and the hydraulic grade line.

B11.11 The use of thermoplastic pipes (including but not limited to Poly Vinyl Chloride (PVC) Pipe, High Density Polyethylene Pipe (HDPE), Polypropylene Pipe, etc.) is specifically prohibited from use for cross drainage, parallel drainage, storm drains and all other stormwater conveyance within the right of way and/or easements in connection with draining or protecting the road system.

B11.12 All pipe used for cross drainage, parallel drainage, storm drains, and all other storm water conveyances within the right of way and/or easements in connection with draining or protecting the road system shall be designed and constructed with the following criteria in Table B11.12 below:

Table B11.12 - Pipe Criteria

Pipe Type	Reinforced Concrete Pipe (RCP)	Reinforced Concrete Box (RCB)	Corrugated Metal Pipe (CMP)	Corrugated Metal Pipe Arch (CMPA)	Reinforced Concrete	Precast concrete
Storm Drain Systems	x	x				
Cross Culverts	x	x				
Parallel (driveway) drainage	x	x	x	x		
Junction Boxes					x	x
Manholes					x	x
Fittings and Wyes						x

Notes
1. Cast-in-place is prohibited without prior approval from the County Engineer
2. Pipes must have a minimum interior diameter of eighteen inches (18") or equivalent

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B11.13 The Preliminary Plat Drainage Report must include, but not be limited to:

B11.13.1 Project description and location

B11.13.2 Description of the overall rainfall-runoff conveyance within the development

B11.13.3 Describe the management of off-site runoff draining toward the development

B11.13.4 Overall hydrologic analyses, discuss:
- Land use assumptions, runoff coefficients and curve numbers
- Rainfall source, depths, and distribution
- Existing and proposed peak flows at points of interest

B11.13.5 Provide existing and proposed drainage area maps with associated parameters:
- Drainage area boundaries and sizes
- Labeled contours
- North Arrow
- Time of concentration paths and values
- Location of bridges and major culverts
- Creeks, watercourses, channels and drainage easements
- Ensure drainage areas and points of interest are consistent between existing and proposed conditions for a “like to like” comparison

B11.13.6 Preliminary stormwater detention analyses (as applicable), provide:
- Location and approximate volume of detention facilities

B11.13.7 Hydraulic analyses
- Evaluation and discussion of the conveyance of stormwater from the site to a downstream defined watercourse for all drainage outfalls leaving the development

B11.13.8 Floodplain study, provide:
- Effective and preliminary FEMA floodplains, as applicable
- Floodplain exhibit showing floodplain boundary with proposed lot lines
- Explanation and location of anticipated floodplain improvements that may require a Conditional Letter of Map Revision (CLOMR) or Letter of Map Revision (LOMR)

B11.14 The Refined Drainage Report must include, but not be limited to:

B11.14.1 Project description and location

B11.14.2 Evaluate and discuss the refined rainfall-runoff conveyance within the development

B11.14.3 Evaluate and discuss the management of off-site runoff draining toward the development

B11.14.4 Hydrologic analyses:
- Provide details of how the following parameters were determined:
  - Land use assumptions
  - Runoff coefficients and curve number background data, per Appendix B11.2 &11.3
  - Time of concentration and lag time calculations
  - Rainfall source, depths, and distribution
  - Routing reach parameters

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- Provide existing and refined proposed drainage area maps with associated parameters:
  - Drainage area boundaries and sizes
  - Labeled contours
  - North arrow
  - Time of concentration paths and values
  - Runoff coefficients or curve numbers
  - Peak flows at points of interest
  - Location of bridges and cross culverts
  - Creeks, watercourses, channels and drainage easements
  - Ensure drainage areas and points of interest are consistent between existing and proposed conditions for a “like to like” comparison
- Provide existing and proposed HEC-HMS model with program version stated in report or construction plans
- Provide any Rational Method calculations

B11.14.5 Refine Stormwater detention analyses (as applicable), provide:

- Peak flows at points of interest for the 2-, 10-, 25- and 100-year events
- Location and volume of detention facilities
- Stage-storage-discharge tables
- Construction plans for detention pond(s)
- Outlet structure details
- Description/details on pond outfall conveyance to downstream defined watercourse

B11.14.6 Hydraulic analyses

- Provide details of how the following parameters were determined:
  - Downstream boundary conditions
  - Manning’s n values
  - Ineffective flow areas
  - Contraction/expansion coefficients
  - Entrance/exit loss coefficients
- Discuss energy dissipation at outfalls
- Evaluate any changes in drainage patterns from existing to proposed conditions at all points of interest leaving the site
- Evaluation and discussion of the conveyance of stormwater from the site to a downstream defined watercourse for all drainage outfalls leaving the development

B11.14.7 Refined Floodplain study, provide:

- Effective and preliminary FEMA floodplains, as applicable
  - If modifying, include the original, existing condition and proposed models
- Floodplain exhibit clearly showing:
  - Refined floodplain boundary with proposed lot lines
  - Labeled contours
  - North arrow
  - Location of cross sections used in hydraulic model
  - 100-year water surface elevations (BFE) at cross sections
- Electronic HEC-RAS model with program version stated in report

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- Flow data that matches hydrologic analysis for 2, 10, 25, and 100-year events
- Explanation and location of anticipated floodplain improvements that may require a Conditional Letter of Map Revision (CLOMR) or Letter of Map Revision (LOMR)

B11.15 Driveway culverts shall have a minimum interior diameter of 18" or equal and a minimum length of 22 feet and shall include a concrete apron safety end treatment in accordance with current TxDOT safety end treatment standards. Larger or longer culverts shall be installed if necessary, to accommodate drainage based upon a 10-year flow frequency.

B11.16 At some point within the first ten feet from the edge of the roadway gutter, the entire width of a driveway shall have the same or greater elevation as the top of the curb at the edge of the roadway.

B11.17 Maintenance responsibility for drainage will not to be accepted by the County other than that accepted in connection with draining or protecting the road system. Maintenance responsibility for storm water management controls will remain with the Owner.

B11.18 Easements shall be provided, where necessary, for all drainage courses and identified floodplains in and across property to be platted. The location and width shall be shown on the plat and marked "Drainage Easement" or "Drainage and Underground Utilities Easement". In general, a "Drainage Easement" shall be a minimum of 20 feet in width and a "Drainage and Underground Utilities Easement" shall be a minimum of 30 feet in width.

B11.19 In a rural subdivision, a drainage system that includes roadside ditches and culverts is required, except as noted in the following section. All roadside ditches shall have a minimum depth, as measured from the edge of the road pavement, equal to the diameter of the driveway culvert pipe(s) plus nine inches, and a bottom width equal to the diameter of the driveway culvert pipe(s). The side slopes of the ditches are to be 3:1 or flatter, except at parallel culverts which shall be 4:1 or flatter to accommodate a standard safety end treatment.

B11.20 Where all lots are 2 acres or ~~more~~ larger and exempt from detention, roadside ditches may be eliminated within a rural subdivision provided that the road has 18-inch ribbon curbs, the roadway surface has an adequate cross slope, and the overall drainage patterns throughout the subdivision remain as in an undeveloped state. If internal subdivision roadways are proposed within a natural drainage pattern or sheet flow subdivision, a typical section is required within construction plans requiring the contractor to insure a minimum 1.5" drop on finished grade, with grass or other land cover, from the back of curb to the shoulder on the downslope side of all sheet flow street sections, to insure positive drainage from the roadway. It is the property owner's responsibility to ensure top of grass and other landscaping along ribbon curb, on the downslope side of the roadway, does not obstruct or redirect flow within the right-of-way.

B11.21 Stormwater management controls and infrastructure, including but not limited to detention and water quality ponds, shall not be located within the right-of-way nor any roadway easements. Stormwater management controls shall be contained within a separate lot or easement for drainage, detention or water quality purposes and dedicated to the entity that will be responsible for their maintenance. No portion of any stormwater management controls including but not limited to walls, impoundment structures, ~~inlet/~~outlet structures, underground vaults or level spreaders shall be physically connected to the roadway, roadway embankment or the cross-drainage system that drains the roadway. The roadway embankment shall not be used for the dual purpose of temporarily or permanently impounding water for stormwater management or detention purposes, except as defined in the following. In very limited cases, it may be allowable to temporarily impound

stormwater against the downstream side of the roadway embankment outside of the right-of-way and any roadway easement, as determined by the County Engineer.

B12 - Water and Wastewater Infrastructure

B12.1 Notwithstanding any provision to the contrary, the following requirements apply only to a subdivision that divides the tract in any manner that creates two or more lots of five acres or less intended for residential purposes. Lots of five acres or less are presumed to be for residential purposes unless the land is restricted to nonresidential uses on the final plat.

B12.2 It is the purpose of these rules to promote the public health of the county residents, to ensure that adequate water and wastewater facilities are provided in subdivisions within the jurisdiction of this county, and to apply the minimum standards for water and wastewater facilities to these subdivisions.

B12.3 MINIMUM STANDARDS

The establishment of a residential development with two or more lots of five acres or less where the water supply and sewer services do not meet the minimum standards of these regulations is prohibited.

B12.3.1 Water Facilities

(a) Public water systems.

(1) Subdividers who propose to supply drinking water by connecting to an existing public water system must provide a written commitment from the retail public utility. The commitment must provide that the retail public utility will provide service to each lot within the proposed subdivision or will have ability to provide service upon completion of construction of the water facilities described on the final plat or in the final engineering report.

(2) Where there is no existing retail public utility to construct and maintain the proposed water facilities, the subdivider shall establish a public water system. The public water system, the water quality and system design, construction and operation shall meet the minimum criteria set forth in 30 TAC §§290.38-290.51 and §§290.101-290.120. If groundwater is to be the source of the water supply, then a report must be prepared by an Engineer or Geoscientist, licensed in the State of Texas, that certifies that there is adequate groundwater available for the subdivision, per the requirements in Title 30, Part 1, Chapter 230 of the Texas Administrative Code. If surface water is the source of supply, the subdivider shall provide evidence that sufficient water rights have been obtained and dedicated, either through acquisition or wholesale water supply agreement, that will provide a sufficient supply to serve the needs of the subdivision for a term of not less than 30 years.

(b) Non-public water systems.

Where individual wells or other non-public water systems are proposed for the supply of drinking water to residential establishments, then a report must be prepared by an Engineer or Geoscientist, licensed in the State of Texas, that certifies that there is adequate groundwater available for the subdivision, per the requirements in Title 30, Part 1, Chapter

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230 of the Texas Administrative Code. The water quality of the water produced from the test well must meet the standards of water quality required for community water systems as set forth in 30 TAC §§290.104, 290.106, 290.108 and 290.109, either without any treatment to the water, or with treatment by an identified and commercially available water treatment system.

(c) Transportation of potable water. The conveyance of potable water by transport truck or other mobile device to supply the domestic needs (use of water by an individual or a household to support domestic activity and as further defined in 30 TAC) of the subdivision is not an acceptable method to meet the standards of these rules.

B12.3.2 Wastewater Disposal

(a) Organized sewerage facilities.

(1) Subdividers who propose to dispose of wastewater by connecting to an existing permitted facility must provide a written commitment from the retail public utility. The commitment must provide that the retail public utility will provide service to treat the total flow anticipated from the proposed subdivision or will have ability to provide service upon completion of construction of the wastewater facilities described on the final plat or in the final engineering report.

(2) Subdividers who propose the development of an organized wastewater collection and treatment system must obtain a permit to dispose of wastes from the commission in accordance with 30 TAC Chapter 305 and obtain approval of engineering planning materials for such systems under 30 TAC Chapter 217 from the commission.

(b) On-site sewerage facilities.

(1) On-site facilities which serve single family or multi-family residential dwelling units with anticipated wastewater generations of no greater than 5,000 gallons per day must comply with 30 TAC Chapter 285 and Williamson County Rules for OSSF.

(2) Proposals for sewerage facilities for the disposal of sewage in the amount of 5,000 gallons per day or greater must comply with 30 TAC Chapter 217.

(3) The commission or its authorized agent shall review proposals for on-site sewage disposal systems and make inspections of such systems as necessary to assure that the system is in compliance with the Texas Health and Safety Code, Chapter 366 and rules in 30 TAC Chapter 285, and in particular §§285.4, 285.5 and 285.30-285.39. In addition to the unsatisfactory on-site disposal systems listed in 30 TAC §285.3(i), pit privies and portable toilets are not acceptable waste disposal systems for lots platted under these rules.

B12.3.3 Number of Dwelling Units Per Lot

No more than one single family detached dwelling unit shall be located on each lot unless it is otherwise clearly stated on the face of the plat and included in all associated planning materials submitted as part of the plat application. Proposals which include multi-family residential shall include adequate, detailed planning materials as required for determination of proper water and wastewater utility type and design.

B12.4 FINAL PLAT APPROVAL REQUIREMENTS

Every final plat creating two or more lots of five acres or less for residential use shall comply with the Minimum Standards found in B12.3 and these Final Plat Approval Requirements.

B12.4.1 – Final Water and Wastewater Engineering Report

The final plat shall include on the plat or have attached to the plat an engineering report bearing the signed and dated seal of a professional engineer registered in the State of Texas. The engineering report shall contain the following:

Discussion on the availability and methodology of providing water facilities and wastewater treatment to individual lots within the subdivision.

Detailed cost estimate acceptable to the county shall be provided for those unconstructed water supply and distribution facilities and wastewater collection and treatment facilities which are necessary to serve each lot of the subdivision.

Construction schedule for each significant element needed to provide adequate water or wastewater facilities. If financial guarantees are to be provided, the schedule shall include the start dates and completion dates.

(a) Water Facilities

(1) Public water systems. Evidence of compliance with minimum standards established in B12.3. Before final plat approval, plans and specifications for the proposed water facilities shall have been approved by all entities having jurisdiction over the proposed project; or,

(2) Non-public water systems. Where individual wells are proposed for the supply of drinking water to residences, the final engineering report shall include a report prepared by an Engineer or Geoscientist, licensed in the State of Texas, that certifies that there is adequate groundwater available for the subdivision, per the requirements in Title 30, Part 1, Chapter 230 of the Texas Administrative Code. If the water quality of the test well required pursuant to §364.32(b) does not meet the water quality standards as set forth in that section without treatment by an identified and commercially available water treatment system, then the final report must state the type of treatment system that will treat the water produced from the well to the specified water quality standards, the location of at least one commercial establishment within the county at which the system is available for purchase, and the cost of such system, the cost of installation of the system, and the estimated monthly maintenance cost of the treatment system. The description of the required sanitary control easement shall be included.

(b) Wastewater Disposal

(1) Organized sewerage facilities. Evidence of compliance with minimum standards established in B12.3. Before final plat approval, an appropriate permit to dispose of wastes shall have been obtained from the commission, if one is required by B12.3.2(a)(2), for the ultimate build-out of the subdivision and plans and specifications for the proposed wastewater collection and treatment facilities shall have been approved by all entities having jurisdiction over the proposed project. If a permit is required by B12.3.2(a)(2), then the engineering report shall

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contain a statement that the permit has adequate capacity to treat the total flow anticipated from the proposed subdivision; or,

(2) On-site sewerage facilities. Where private on-site sewerage facilities are proposed, the final engineering report shall include planning materials required by 30 TAC §285.4(c), including the site evaluation described by 30 TAC §285.30 and all other information required by the county's OSSF order.

B12.4.2 – Financial Guarantee for Improvements

If any public or non-public water system or sewerage facility improvements necessary to provide service to the subdivision (other than for OSSFs or water wells on individual lots within the proposed subdivision) have not been constructed by the subdivider, then the commissioners court shall require the owner of the subdivided tract to provide a bond, irrevocable letter of credit, agreement acceptable to the County, or other alternative financial guarantee such as a cash deposit for the estimated cost of construction according to the calculations of a Registered Professional Engineer. The financial guarantee shall contain an amount sufficient for administering the re-bidding of the proposed construction should this become necessary. In the event that the subdivider is also required to provide a financial guarantee to a retail public utility for any improvements necessary to provide water and/or wastewater service to the subdivision, then the commissioners court will accept being named as an additional obligee or insured on that financial guarantee as satisfying the requirements of this section.

B12.4.3 – Prerequisites to approval

Final plat approval shall not be granted unless the subdivider has accomplished the following:

(1) dedicated by separate instrument or plans to dedicate with the final plat any sites for the adequate water and sewerage facilities identified in the final plat, only as required by the retail public utility as part of a written commitment to provide service, to the appropriate retail public utility responsible for operation and maintenance of the facilities; and

(2) provided written certification from a Registered Professional Engineer stating that the water facilities and sewerage facilities have been constructed and installed in accordance with the criteria established within these regulations and the approvals from the commission of the plans and specifications for such construction, including any change orders filed with these agencies; or

(3) obtained all necessary permits for the proposed water facilities and sewerage facilities (other than for OSSF permits on individual lots within the proposed subdivision) and has provided a financial guarantee meeting the criteria established in B12.4.2.

B12.4.4 – Time Extensions for Providing Facilities

(a) Reasonableness. The commissioners court may extend, beyond the date specified on the plat or in the final engineering report, the date by which the required water and sewer service facilities must be fully operable if:

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(1) any financial guarantees provided with the final plat as originally submitted are effective for the time of the requested extension or new financial guarantees that are submitted which will be effective for the period of the extension; and

(2) the court finds the extension is reasonable and not contrary to the public interest.

(b) Timeliness. If the facilities are fully operable before the expiration of the extension period, the facilities are considered to have been made fully operable in a timely manner.

(c) Unreasonableness. An extension is not reasonable if it would allow a residence in the subdivision to be inhabited without water or sewer services that meet the minimum standards in these regulations.

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Appendix C - Plat Notes

C1 - Owner's Dedication

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

I, *(Current Owner)* sole owner** *(or co-owner)* of the certain tract of land shown hereon and described in a deed recorded in Document No. (*or Volume and Page*) of the Official Records of Williamson County, Texas, **[and do hereby state that there are no lien holders of the certain tract of land]*, and do hereby *(subdivide, resubdivide, amend, etc.)* said tract as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby forever dedicate to the public the roads, alleys, rights-of-way, easements and public places shown hereon for such public purposes as Williamson County may deem appropriate, and do hereby state that all public roadways and easements as shown on this plat are free of liens. This subdivision is to be known as _____(name of subdivision).

TO CERTIFY WHICH, WITNESS by my hand this _____ day of _____, 20____.

_____<*Owner's signature*>
<Typed Name>
<Typed Title>
<Typed Address>

* *If there is a Lien Holder of the property, remove the bracketed statement and add a separate signature block and notary signature block for the Lien Holder.*

** *There must be a separate signature block, each with a notary signature block, for each owner on the deed.*

C2 - Road Widening Easements

Right-of-way easements for widening roadways or improving drainage shall be maintained by the landowner until road or drainage improvements are actually constructed on the property. The County has the right at any time to take possession of any road widening easement for the construction, improvement or maintenance of the adjacent road.

C3 - Roadway Construction

In approving this plat by the Commissioners Court of Williamson County, Texas, it is understood that the building of all roads, and other public thoroughfares and any bridges or culverts necessary to be constructed or placed is the responsibility of the owner(s) of the tract of land covered by this plat in accordance with the

plans and specifications prescribed by the Commissioners Court of Williamson County, Texas. Said Commissioners Court assumes no obligation to build any of the roads, or other public thoroughfares shown on this plat, or of constructing any of the bridges or drainage improvements in connection therewith. The County will assume no responsibility for drainage ways or easements in the subdivision, other than those draining or protecting the road system.

C4 - Owner's Responsibilities

It is the responsibility of the owner, not the County, to assure compliance with the provisions of all applicable state, federal and local laws and regulations relating to the platting and development of this property.

The County assumes no responsibility for the accuracy of representations by other parties in this plat. Floodplain data, in particular, will change over time and the current effective floodplain data takes precedence over floodplain data represented on this plat. It is further understood that the owners of the tract of land covered by this plat must install at their own expense all traffic control devices and signage that may be required before the streets in the subdivision have been accepted for maintenance by the County.

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C5 - County Judge's Approval

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

I, <*name of current judge*>, County Judge of Williamson County, Texas, do hereby certify that this map or plat, with field notes hereon, for a subdivision having been fully presented to the Commissioners Court of Williamson County, Texas, and by the said Court duly considered, were on this day approved and that this plat is authorized to be registered and recorded in the proper records of the County Clerk of Williamson County, Texas.

_____ _____

<*name of current judge*>, County Judge Date
Williamson County, Texas

C6 - County Clerk's Certification

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

I, <*name of current clerk*>, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate of authentication was filed for record in my office on the _____ day of _____, 20____ A.D., at ____o'clock, ____.M., and duly recorded this the day of _____ _____, 20____ A.D., at ____ o'clock, ____.M., in the Official Public Records of said County in Instrument No. _____.

TO CERTIFY WHICH, WITNESS my hand and seal at the County Court of said County, at my office in Georgetown, Texas, the date last shown above written.

<*name of current clerk*>, Clerk County Court
of Williamson County, Texas

By: _____, Deputy

C7 - On-Site Sewage Facility Approval

Based upon the above representations of the engineer or surveyor whose seal is affixed hereto, and after a review of the survey as represented by the said engineer or surveyor, I find that this plat complies with the requirements of Edwards Aquifer Regulations for Williamson County and Williamson County On-Site Sewage Facility Regulations. This certification is made solely upon such representations and should not be relied upon for verifications of the facts alleged. The Williamson County Engineer's office and Williamson County disclaims any responsibility to any member of the public for independent verification of the representations, factual or otherwise, contained in this plat and the documents associated with it.

_____

<*name of current county engineer*> Date
<*title*>, Williamson County Engineer

C8 - Floodplain Administrator Approval

Based upon the representations of the Engineer or Surveyor whose seal is affixed hereto, and after review of the plat as represented by the said Engineer or Surveyor, I find that this plat complies with the Williamson County Floodplain Regulations. This certification is made solely upon such representations and should not be relied upon for verifications of the facts alleged. Williamson County disclaims any responsibility to any member of the public for independent verification of the representations, factual or otherwise, contained in this plat and the documents associated within it.

_____ _____

<*name of current floodplain administrator*> Date
Williamson County Floodplain Administrator

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C9 - City of Liberty Hill

The City of Liberty Hill, Texas acknowledges receipt of this plat for review and/or approval in conjunction with the planning purposes and payment of applicable fees for the provision of water and/or wastewater services.

_____

<name> Date
City of Liberty Hill, Texas

C10 - Development Notes

The following notes are required on all plats:

C10.1 **Drainage Maintenance**

MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.

C10.2 **Utility Service Providers:**

WATER SERVICE IS PROVIDED BY: [*NAME OF PROVIDER OR ON-SITE PRIVATE WELL*]
WASTEWATER SERVICE IS PROVIDED BY: [*NAME OF PROVIDER OR ON-SITE SEWAGE FACILITY*]

C10.3 **Improvements within the Right-of-way or Road widening easements**

THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, IT'S OFFICERS AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.

The following notes are required if applicable:

C10.4 **Rural Mailboxes**

RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.

C10.5 **Replats**

EXCEPT AS MAY BE MODIFIED OF HEREON, THIS REPLAT IS SUBJECT TO ALL APPLICABLE PLAT NOTES AND RESTRICTIONS AS SET FORTH IN THE ORIGINAL PLAT OF

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_____ , AS RECORDED IN DOCUMENT _____ IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY.

C10.6 **Sight Distance Easements**

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

C10.7 **Sidewalk Maintenance**

ALL SIDEWALKS WITHIN THIS SUBDIVISION ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.

C10.8 **Impervious Cover**

MAXIMUM OF ____% IMPERVIOUS COVER PER LOT, OTHERWISE STORMWATER MANAGEMENT CONTROLS SHALL BE DESIGNED, CONSTRUCTED AND MAINTAINED BY OWNER. IF IMPERVIOUS COVER IS PROPOSED TO EXCEED MAXIMUM PERCENTAGE ALLOWED, CONTACT WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATION TO REVIEW THE STORMWATER MANAGEMENT CONTROLS PROPOSED ON LOT.

C10.9 **Minimum Finished Floor Elevation**

THE MINIMUM FFE SHALL BE AT LEAST ONE FOOT ABOVE THE ADJACENT FINISHED GRADE AND BFE. EXCEPTIONS CAN BE MADE AT ENTRANCE AND EGRESS POINTS, WHERE NECESSARY, TO MEET THE AMERICANS WITH DISABILITIES ACT (ADA). RECREATIONAL VEHICHLE PARKING PADS MUST ALSO BE PLACED AT LEAST ONE FOOT ABOVE BFE.

C10.10 **Terraces**

LAND WITHIN THIS PLAT IS TERRACED FROM PRIOR AGRICULTURAL USE. THE TERRACING RETAINS RAINFALL RUNOFF AND DIRECTS IT THROUGH EXISTING DRAINAGE PATTERNS ON LOTS. EXISTING DRAINAGE PATTERNS SHALL REMAIN THE SAME. PROPERTY OWNERS SHALL NOT GRADE OR DEVELOP LAND ON PROPERTY IN A MANNER THAT WOULD ALTER THE EXISTING DRAINAGE PATTERNS. IN THE EVENT DRAINAGE PATTERNS ARE CHANGED AND ADJACENT PROPERTIES ARE ADVERSLY IMPACTED OR DAMAGED, THE PROPERTY OWNER MAY BE LIABLE PER TEXAS WATER CODE SECTION 11.086.

C10.11 **Homeowners Association**

THE OWNER SHALL CREATE A MANDATORY HOMEOWNERS ASSOCIATION THAT SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND LIABILITY OF ANY LANDSCAPING, IRRIGATION, SIDEWALKS, ILLUMINATION, SUBDIVISION IDENTIFICATION SIGNS, WATER QUALITY FEATURES, ETC. PLACED WITHIN THE WILLIAMSON COUNTY RIGHT-OF-WAY. THIS HOMEOWNERS ASSOCIATION SHALL HAVE ASSESSMENT AUTHORITY TO INSURE THE PROPER FUNDING FOR MAINTENANCE.

C10.12 **Private Subdivisions**

C10.12.1 EVERY DEED WITHIN THIS SUBDIVISION SHALL CONTAIN NOTICE THAT ALL ROADS WITHIN THIS SUBDIVISION ARE PRIVATE. WILLIAMSON COUNTY WILL NEVER ACCEPT OR MAINTAIN THE ROADS UNLESS THEY MEET THE COUNTY STANDARDS IN EFFECT ON THE DATE OF ACCEPTANCE.

C10.12.2 THE OWNER SHALL CREATE A MANDATORY HOMEOWNERS ASSOCIATION THAT SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE ROAD WITHIN

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THIS SUBDIVISION. THIS HOMEOWNERS ASSOCIATION SHALL HAVE ASSESSMENT AUTHORITY TO ENSURE THE PROPER FUNDING FOR MAINTENANCE, AND MEMBERSHIP IN THIS ASSOCIATION SHALL BE MANDATORY FOR ALL LOT OWNERS.

C10.13 **Natural Drainage Pattern/Sheet flow Subdivisions**

THIS SUBDIVISION IS DESIGNED TO ALLOW NATURAL DRAINAGE PATTERNS TO SHEET FLOW ACROSS PROPERTIES AND ROADWAYS. PROPERTY GRADING SHALL DIRECT WATER AWAY FROM THE STRUCTURAL FOUNDATION, INCLUDING STORMWATER THAT ORIGINATES ACROSS ROADWAYS. IT IS THE PROPERTY OWNERS RESPONSIBILITY TO ENSURE THAT TOP OF GRASS OR OTHER LANDSCAPING ALONG RIBBON CURB, ON THE DOWNSLOPE SIDE OF THE ROADWAY, DOES NOT OBSTRUCT OR REDIRECT FLOW WITHIN THE RIGHT-OF-WAY. THIS REQUIREMENT APPLIES TO BLOCK___LOTS ___.

C10.14 **Driveway Maintenance**

DRIVEWAY MAINTENANCE WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER. IF OBSTRUCTIONS OCCUR WITHIN THE DRIVEWAY CULVERT, THE COUNTY RESERVES THE RIGHT TO CLEAR OBSTRUCTIONS THAT ARE CAUSING ADVERSE IMPACTS TO THE ROADWAY.

C10.15 **Preliminary Plat with no Proposed Development**

THE PURPOSE OF THIS PRELIMINARY PLAT IS TO SHOW THE PROPOSED IMPROVEMENTS TO THE OWNER'S PROPERTY, INCLUDING THE EXISTING TOPOGRAPHY, TO EVALUATE THE EXISTING AND PROPOSED DRAINAGE PATTERNS. THERE ARE NO IMPROVEMENTS OR SUBDIVISION OF LOT ___ PROPOSED WITH THIS PRELIMINARY PLAT. A REVISED PRELIMINARY PLAT SHALL BE SUBMITTED AND APPROVED PRIOR TO ANY DIVISION OF LOT ___ INTO TWO OR MORE PARTS TO LAY OUT (1) A SUBDIVISION OF THE TRACT, INCLUDING AN ADDITION; (2) LOTS; OR (3) STREETS, ALLEYS, SQUARES, PARKS, OR OTHER PARTS 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 STREETS, ALLEYS, SQUARES, PARKS, OR OTHER PARTS. A LOT IS ANY PARCEL OR TRACT OF LAND EXCLUSIVE OF ANY ADJOINING ROAD OR ROAD RIGHT-OF-WAY THAT IS SEPARATED FROM OTHER PARCELS BY A LEGAL DESCRIPTION, A SUBDIVISION OF RECORD, OR SURVEY MAP. THE TERMS "STREET" OR "ROAD" ARE INTERCHANGEABLE AND ARE USED TO DESCRIBE ALL VEHICULAR WAYS, REGARDLESS OF ANY OTHER DESIGNATION THEY MAY CARRY OR WHETHER THE STREET OR ROAD WILL BE PUBLIC OR PRIVATELY OWNED.

C10.16 **Shared Driveway**

LOTS __, __ AND __ SHALL ONLY USE A SINGLE SHARED DRIVEWAY. NO MORE THAN THREE RESIDENCES TOTAL SHALL BE SERVED BY THE SINGLE SHARED DRIVEWAY.

C11 - Floodplain Notes

The following notes are required on all plats, unless otherwise indicated:

C11.1 **Flood Hazard Area**

[*NO LOT IN THIS SUBDIVISION IS*] [*LOTS __, __ AND __ ARE*] ENCROACHED BY A SPECIAL FLOOD HAZARD AREA(S) INUNDATED BY THE 100-YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD

INSURANCE RATE MAP, COMMUNITY PANEL NO. [_____E], EFFECTIVE DATE _____ _____, 20__ FOR WILLIAMSON COUNTY, TEXAS.

C11.2 **Certificate of Compliance**

C11.2.1 A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL SINGLE-FAMILY RESIDENTIAL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE OF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS VICINITY.

C11.2.2 NO STRUCTURE OR LAND IN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A CERTIFICATE OF COMPLIANCE OR FLOODPLAIN DEVELOPMENT PERMIT FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR.

C11.3 **Floodplain**

The following notes are required on plats with lots encumbered by or adjacent to an established floodplain:

C11.3.1 A FLOODPLAIN DEVELOPMENT PERMIT MAY BE REQUIRED FOR BLOCK/LOTS __, __ AND __ PRIOR TO ANY CONSTRUCTION OR DEVELOPMENT. THE NEED FOR A FLOODPLAIN DEVELOPMENT PERMIT WILL BE DETERMINED BY WLLIAMSON COUNTY UPON REVIEW OF THE PROPOSED STRUCTURE LOCATION.

C11.3.2 THE MINIMUM FINISHED FLOOR ELEVATIONS (FFE) FOR LOTS SHOWN ON THIS PLAT ARE DETERMINED BY A STUDY PREPARED BY _____ , DATED _____ ___ , 20__.

C11.3.3 FLOODPLAIN INFORMATION, SUCH AS FLOODPLAIN BOUNDARIES, DEPTHS, ELEVATIONS, AND THE MINIMUM FINISHED FLOOR ELEVATIONS SHOWN ON THIS PLAT, WILL CHANGE OVER TIME WITH BETTER DATA AND FLOOD STUDIES. THE FLOODPLAIN INFORMATION SHOWN ON THIS PLAT WAS ACCURATE AT THE TIME OF PLATTING, BUT MAY BE SUPERSEDED AT THE TIME OF CONSTRUCTION. THE BEST AVAILABLE FLOODPLAIN DATA SHALL BE UTILIZED AT THE TIME OF CONSTRUCTION, AS DETERMINED BY THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR. A FLOODPLAIN DEVELOPMENT PERMIT APPLICATION MUST BE SUBMITTED AND APPROVED PRIOR TO ANY CONSTRUCTION OR DEVELOPMENT WITHIN OR ADJACENT TO A REGULATED FLOODPLAIN.

C12 – Stormwater Management Notes

The following notes are required as applicable (these notes may be modified with County Engineer approval):

C12.1 THIS DEVELOPMENT IS CONSIDERED EXEMPT FROM ON-SITE STORMWATER DETENTION CONTROLS BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATION B11.1.1, WHICH STATES THAT A PROPOSED DEVELOPMENT MAY BE CONSIDERED

EXEMPT FROM PROVIDING ON-SITE STORMWATER DETENTION IF THE DEVELOPMENT RELEASES UNDETAINED STORMWATER DIRECTLY INTO A DETENTION EXEMPT STREAM REACH.

C12.2 THIS DEVELOPMENT IS CONSIDERED EXEMPT FROM ON-SITE STORMWATER DETENTION CONTROLS BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATION B11.1.2, WHICH STATES THAT A PROPOSED DEVELOPMENT MAY BE CONSIDERED EXEMPT FROM PROVIDING ON-SITE STORMWATER DETENTION IF THE PLAT HAS THREE OR LESS LOTS FOR SINGLE FAMILY RESIDENTIAL USE, WITH LESS THAN 20% IMPERVIOUS COVER PER LOT.

C12.3 THIS DEVELOPMENT IS CONSIDERED EXEMPT FROM ON-SITE STORMWATER DETENTION CONTROLS BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATION B11.1.3, WHICH STATES THAT A PROPOSED DEVELOPMENT MAY BE CONSIDERED EXEMPT FROM PROVIDING ON-SITE STORMWATER DETENTION IF ALL LOTS ARE 2 ACRES OR MORE AND LESS THAN 20% OF IMPERVIOUS COVER PER LOT.

C12.4 THIS SUBDIVISION WAS EXEMPT FROM PROVIDING STORM-WATER MANAGEMENT CONTROLS (DETENTION) AT THE TIME OF FILING THIS PLAT BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATION B11.1.4. PRIOR TO ANY DEVELOPMENT WITHIN THIS SUBDIVISION, STORM-WATER MANAGEMENT CONTROLS SHALL BE DESIGNED, CONSTRUCTED AND MAINTAINED BY THE OWNER IN ACCORDANCE WITH THE APPLICABLE REGULATIONS IN EFFECT AT THE TIME OF DEVELOPMENT. CONTACT THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR FOR REVIEW AND APPROVAL OF THE PROPOSED STORMWATER MANAGEMENT CONTROLS PRIOR TO ANY DEVELOPMENT WITHIN THIS SUBDIVION.

C12.5 THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.

C13 - Road Name and 911 Addressing Approval

Road name and address assignments verified this the ____ day of _____ , 20___ A.D.

_____
Williamson County Addressing Coordinator

C14 - Professional Engineer's/Registered Surveyor Certification

I, _____, do herby certify that the information contained on this plat complies with the subdivision regulations adopted by Williamson County, Texas.

Appendix D - Plat Application

County Engineers' Office
3151 SE Inner Loop, Suite B
Georgetown, TX 78626
Telephone (512) 943-3330
Fax (512) 943-3335
Email:development@wilcotx.gov~~.org~~

PLAT APPLICATION

SUBJECT PROPERTY INFORMATION	
APPLICATION DATE*:	RESUBMITTAL: ☐ YES ☐ NO
PROJECT NAME:	
PROJECT ADDRESS OR LOCATION:	
IF RESUBMITTAL, PROJECT FORMERLY KNOWN AS:	
NUMBER OF LOTS:	TOTAL ACREAGE:
JURISDICTION: ☐ _____ CITY LIMITS ☐ _____ ETJ ☐ OUTSIDE ALL CITY LIMITS AND ETJs	

***This application shall expire five (5) years from the Application date if the project becomes dormant, as defined by Sec. 245.005, Texas Local Government Code, as amended. This application shall expire forty five (45) days from the date the Application is submitted if, after proper notification, the Application remains incomplete, as defined by Sec. 245.002e, Texas Local Government Code, as amended.**

TYPE OF APPLICATION				
☐ PRELIMINARY PLAT	☐ CONSTRUCTION PLANS	☐ FINAL PLAT	☐ AMENDED PLAT / REPLAT	☐ MINOR PLAT

DIGITAL FILE SUBMISSION
☐ ADOBE .pdf and ☐ AutoCAD .dwg to COUNTY ENGINEER (email: development@wilcotx.gov~~.org~~)
☐ ADOBE .pdf and ☐ AutoCAD .dwg to 911 ADDRESSING (email: addressing@wilcotx.gov~~.org~~)

CONTACT INFORMATION					
AGENT INFORMATION			**PROPERTY OWNER INFORMATION**		
FIRM NAME:			OWNER NAME:		
CONTACT:			CONTACT:		
ADDRESS:			ADDRESS:		
CITY:	STATE:	ZIP:	CITY:	STATE:	ZIP:
PHONE: ( )	FAX: ( )		PHONE: ( )	FAX: ( )	
EMAIL:			EMAIL:		
DEVELOPER INFORMATION			**SURVEYOR INFORMATION**		
FIRM NAME:			FIRM NAME:		
CONTACT:			CONTACT:		
ADDRESS:			ADDRESS:		

CITY:	STATE:	ZIP:	CITY:	STATE:	ZIP:
PHONE: ( )	FAX: ( )		PHONE: ( )	FAX: ( )	
EMAIL:			EMAIL:		
ENGINEER INFORMATION			**OTHER CONTACT INFORMATION** (IF DIFFERENT)		
FIRM NAME:			OWNER NAME:		
CONTACT:			CONTACT:		
ADDRESS:			ADDRESS:		
CITY:	STATE:	ZIP:	CITY:	STATE:	ZIP:
PHONE: ( )	FAX: ( )		PHONE: ( )	FAX: ( )	
EMAIL:			EMAIL:		

PROPERTY OWNER CONSENT/AGENT AUTHORIZATION		
By my signature, I hereby affirm that I am the property owner of record, or if the applicant is an organization or business entity, that authorization has been granted to represent the owner, organization or business in this application. I certify that the preceding information is complete and accurate, and it is understood that I agree to the development/subdivision of this property.		
Signature:	Printed Name:	Date:
Signature:	Printed Name:	Date:
By signing this form, the owner of the property owner authorizes Williamson County to begin proceedings in accordance with the process for this type of application indicated on page one of this application. The owner further acknowledges that submission of an application does not in any way obligate the County to approve the application and that although County staff may make certain recommendations regarding this application, the Commissioners Court may not follow that recommendation and may make a final decision that does not conform to the staff's recommendation.		

CALCULATION OF FEES				
PRELIMINARY PLAT: $550 + ___ lots x $40 per lot = $_____	CONSTRUCTION PLANS: ___ lots x $35 per lot + ___ feet road x $1.~~00~~ 25 per foot = $_____	FINAL PLAT: $550 + ___ feet road x $1.00 per foot + ___ lots x $25 per lot = $_____	AMENDED PLAT / REPLAT: $550	MINOR PLAT: $550

RECEIPT BY WILLIAMSON COUNTY (Office use only)	
Date Application Received: ____ / ____ / 20____	Date Application Accepted / Rejected: ____ / ____ / 20____
Signature:	Signature:
Receipt of this application by Williamson County does not provide confirmation or acceptance of a complete application, nor does it waive requirements for any additional information not contained as part of this application which may also be needed as a part of the review process.	

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Appendix E - Plat Review and Approval Authority in ETJ's

ETJ	Review Authority	Are plats approved by the Wilco Commissioners Court?	County Judge Signature Block Required?	County Clerk Signature Block Required?	Wilco Addressing Coordinator Block Required?
Austin ETJ	City of Austin	No	No	Yes	Yes
Cedar Park ETJ	City of Cedar Park	No	No	Yes	Yes[4]
Coupland ETJ	Williamson County	Yes	Yes	Yes	Yes
Florence ETJ	City of Florence	No	No	Yes	Yes
Georgetown ETJ	Joint[1]	No	No	Yes	No
Granger ETJ	City of Granger	No	No	Yes	Yes
Hutto ETJ	Varies[2]	Varies[2]	Varies[2]	Yes	Yes
Jarrell ETJ	City of Jarrell[6]	~~Yes~~No	~~Yes~~No	Yes	Yes
Leander ETJ	City of Leander	No	No	Yes	Yes
Liberty Hill ETJ	Joint[1]	No	No	Yes	Yes
Pflugerville ETJ	Williamson County	Yes	Yes	Yes	Yes
Round Rock ETJ	Varies[3]	Varies[3]	Varies[3]	Yes	Yes[5]
Taylor ETJ	City of Taylor	No	No	Yes	Yes
Thrall ETJ	City of Thrall	No	No	Yes	Yes
Weir ETJ	City of Weir	No	No	Yes	Yes
Williamson County	Williamson County	Yes	Yes	Yes	Yes

[1] In the Georgetown and Liberty Hill ETJ's, both the County and the respective city have joint, cooperative review authority. In these cases, there is a common rule book, or "Unified Development Code", that is used by both the City and County. The County's review comments are forwarded to the respective city for inclusion along with that city's review comments.

[2] In the Hutto ETJ, whether or not the plat is approved by the Williamson County Commissioners Court depends on whether there's going to be public sewer, and then only if the subdivision boundary is contiguous with the existing Hutto city limit. If so, the City of Hutto has review authority as they will annex this subdivision into their city. If not (i.e., there will be OSSF, there is a MUD, or just a water authority only), the Williamson County Commissioners Court will approve the plat. In the Star Ranch development, a joint review is performed by both Williamson County and the City of Hutto.

[3] The Round Rock ETJ is geographically segmented, where designated areas of the ETJ are under the review authority of Williamson County and plats in these areas are approved by the Williamson County Commissioners Court. The remaining areas within the ETJ are under the review authority of the City of Round Rock and plats in these areas are approved by the City of Round Rock.

[4] The City of Cedar Park assigns addresses within the Block House subdivision.

[5] The City of Round Rock assigns addresses within the Paloma Lake and Siena subdivisions.

[6] The City of Jarrell reviews plats using Williamson County Subdivision Regulations.

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Appendix F – Lot Requirements

F1 - Lot Dimensions

F1.1 Lots shall be a minimum of 30 feet in width as measured 25 feet from the front property line.

F1.2 Any lot that could potentially be further subdivided shall have a minimum width of 50 feet.

F1.3 For determining the area required for an on-site sewage facility, the minimum lot size shall be in accordance with the current regulations of the Rules of the Williamson County On-Site Sewage Facility Program, or with the requirements of any other agency responsible for issuing permits for on-site sewage disposal as may be designated by the Williamson County Commissioners Court. Recognizable beds and banks of wet weather creeks, bodies of water, and dedicated public road easements shall not be included when calculating the lot area.

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F2 - Setback Requirements

F2.1 The building setback line on major highways and roads shall be 50 feet from the edge of the right-of-way. Unless the road is identified as an arterial in the Williamson County Long Transportation Plan the building setback line shall be 80 feet from the centerline of the existing road. However, in no event shall the building setback line be less than 25 feet from the edge of the right-of-way.

F2.2 For right-of-way dedications beyond 120 feet in overall width, on 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 edge of the right-of-way.

F2.3 The building setback line on all public roads other than major highways and roads shall be 25 feet from the edge of the right-of-way.

F2.4 The following roads are designated as major highways and roads. The Commissioners Court may specify additional roadways upon recommendation by the County Engineer:

- All state and federal system roadways
- All roadways identified on the CAMPO plan
- All arterials, corridors and controlled access facilities identified on the Long-Range Transportation Plan

F2.5 A map designating in a general manner these setback lines is on file with the County Clerk.

~~F2.5~~F2.6 For subdivisions that divide the tract in any manner that creates two or more lots of five acres or less intended for residential use, and that lack water lines sized for fire protection, the building setback lines between adjacent lots shall be a minimum of five feet.

~~F2.6~~F2.7 If the building set back lines as stated above conflict with the setback requirements adopted by a municipality, the municipal requirements shall prevail if they are in the ETJ of the municipality.

Appendix G – Roadway Cross-Sections

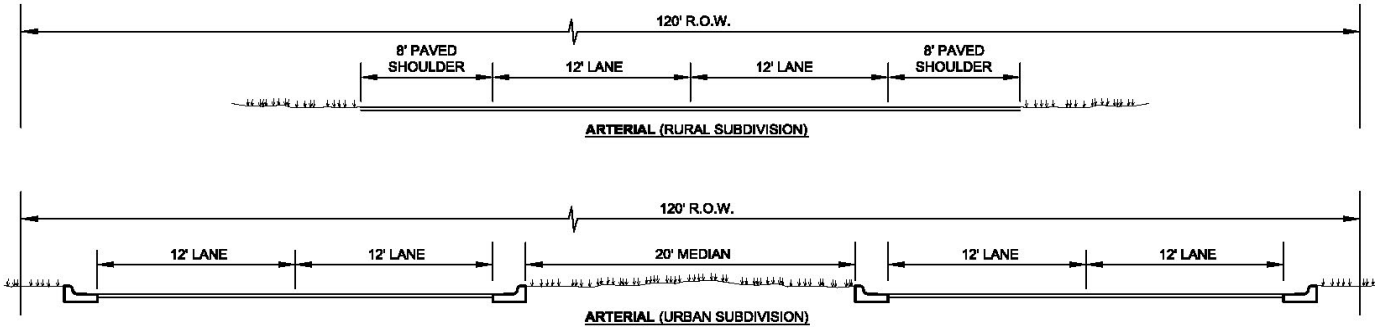


Figure G-1: Arterial Road Cross Sections

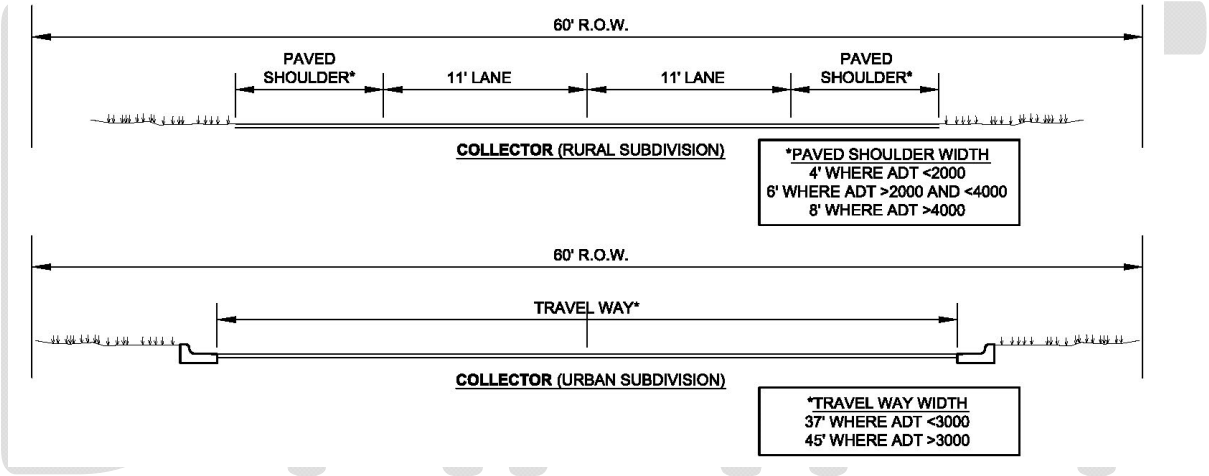


Figure G-2: Collector Road Cross Sections

NOTE: Minimum paved width of 26 feet, exclusive of shoulders, ribbon curb and/or curb & gutter, is required for all roads with fire hydrants.

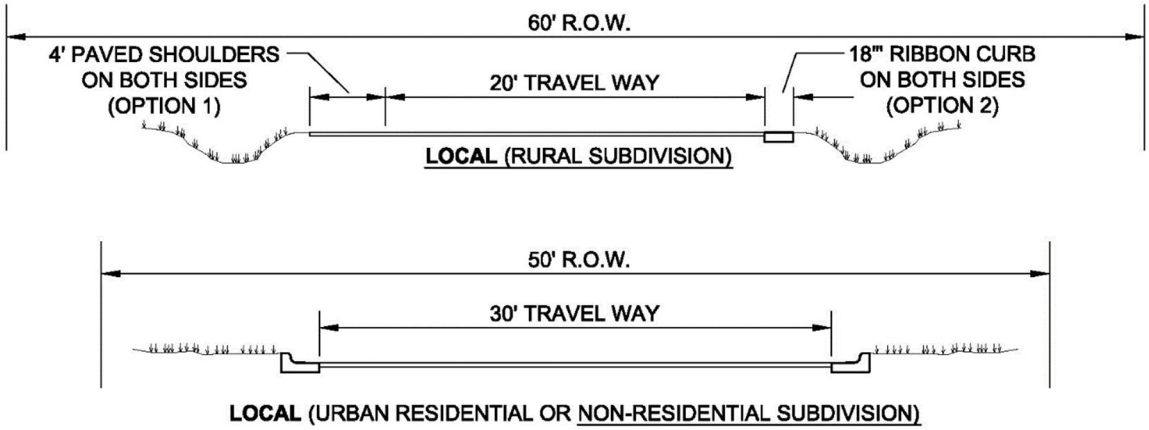


Figure G-3: Local Road Cross Sections

Appendix H – Curb Details

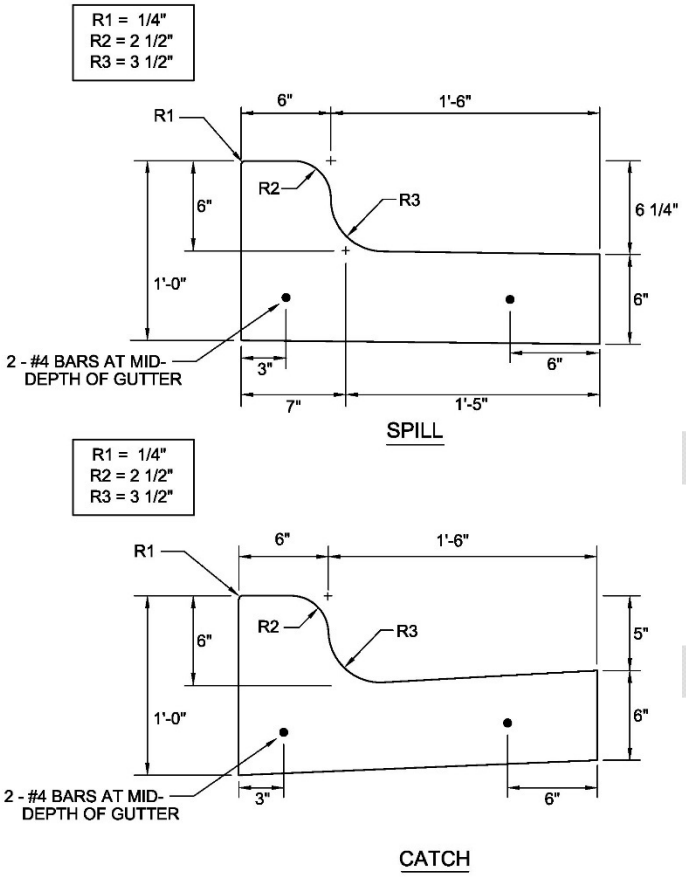


Figure H-1: 24-inch Curb & Gutter Detail

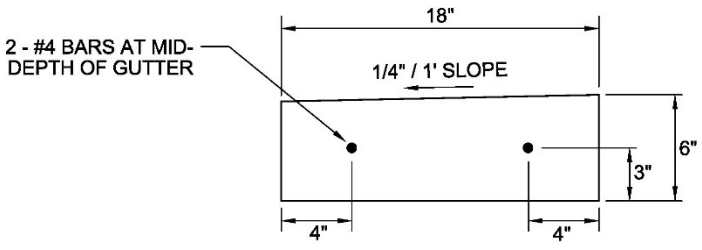


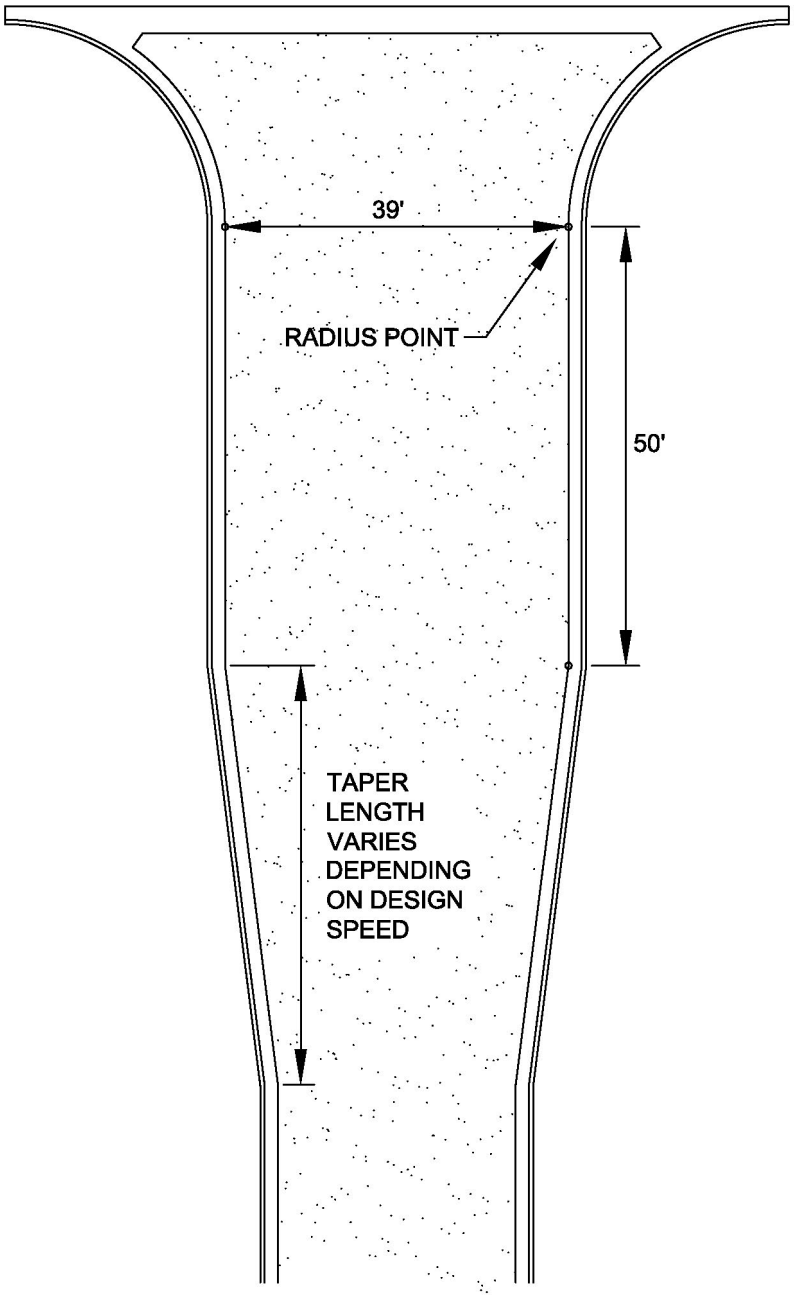
Figure H-2: 18" Ribbon Curb Detail

Appendix I – Concrete Pavement Details

9.9 Until specific design parameters, details and specifications have been formally adopted by Williamson County, all concrete pavement design, details and specifications shall be provided by a Registered Professional Engineer.

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Appendix J –Intersection Approach Detail



Appendix K – County Clerk's Recording Checklist

Williamson County Clerk's Recording Checklist

The County Clerk's Recording office is located in the Justice Center, 405 Martin Luther King Street, Basement Level, in Georgetown. Inquiries can be made by calling 512-943-1519.

Plats that meet the following requirements will be recorded in the order and time received. Due to the complexities of the recordation process, plats cannot be processed on a walk through basis. Submitters will receive notification via email or phone when the plat has been recorded.

K.1 Previous approval of the subdivision plat. All plats **must have been approved by a municipal planning / development department or the County Commissioners Court prior to recording** by the County Clerk's Recording Office.

- If the subdivision is located **within the city limits** of a municipality the plat must have been approved and signed by the appropriate municipality official(s).
- If the subdivision is located **within the extra-territorial jurisdiction (ETJ)** of a municipality, the plat must have been approved and signed by the municipality officials. However, some locations within an ETJ require the joint approval by the municipality and the County Commissioners' Court. In those instances, the plat must have been signed by the appropriate municipality officials and County official(s) before the plat can be recorded. See Appendix E- Plat Review and Approval Authority in ETJ's. The County Clerk will seek the County Judge's signature after Commissioners Court has approved the plat.
- If the subdivision is **not located within the city limits or the ETJ** the plat **must have been approved by the County Commissioners Court and must have been signed by the appropriate official(s) before recording**. The County Clerk will seek the County Judge's signature after Commissioners Court has approved the plat. *Contact the County Engineer's office at (512) 943-3330 for information.*

K.2 Submission of the subdivision plat, supporting documentation and fees

K.2.1 **Original copy of the subdivision plat**. Images can be printed on 18" X 24" paper or Mylar. Plats **must contain original "wet" signatures and notary seals**. Electronic or digital signatures are not permitted. Names must be clearly and legibly typed or printed under all signatures. All portions of the plat must be clear, legible and suitable for reproduction. The County Clerk's Certification block must contain all wording as defined in Appendix C6 and include significant room for time, date and instrument entries. The wording must be at least 8 point type. A space measuring at least 1 ½ "X 1 ½ "is required near the County Certification block for the County seal.

Digital submission of plats is currently being deliberated. Check with the County Clerk's office at (512) 943-1519 for status updates.

K.2.2 **Affidavit(s) for Recordation**. An original, signed and notarized Affidavit is required from each property owner on the plat (See Appendix L).

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K.2.3 **Williamson County Tax Certificate(s)**. Texas State law requires submittal of an original tax certificate for each tract or parcel included in the subdivision plat, showing that the taxes are currently in good standing (Property Code, Section 12.002 (e)). Tax certificates are required even for non-taxable entities such as churches and government agencies. Tax certificates can be purchased at the Williamson County Tax Assessor Collector's office, 904 South Main Street in Georgetown.

K.2.4 **County Plat Recording Fees.** Recording fees total $91.00 for the first sheet and $75.00 for each additional sheet. Extra copies submitted with the plat will not be annotated; however, the Recording Office will provide a copy of the recorded plat for a fee of $5.00 per page. Checks should be made out to "Williamson County Clerk". Cash is also accepted.

	1 sheet	2 sheets	3 sheets	4 sheets	5 sheets	6 sheets	7 sheets
Original plat	$91.00	$166.00	$241.00	$316.00	$391.00	$466.00	$541.00

K.3 **Plat Cover Sheet**. The submitter will complete the name of the subdivision and contact information, leaving all other portions blank *(See Appendix M).*

K.4 **Items Returned to the Plat Submitter**. The plat submitter will receive the recorded copy of the plat, the Plat Map Recording Sheet, a receipt for recording fees, and, if requested, a copy of the Plat Cover Sheet. Tax Certificates and Affidavits will be kept by the County.

K.5 **Font Size.** All text on subdivision plats shall have a **font size of 8 points or greater**.

K.6 **Legibility.** All portions of the plat must be clear, legible and suitable for reproduction.

K.7 **County Clerk Certification.** A space measuring **1 ½ " x 1 ½ "** is required near the County Signature Block for the County Seal. The County Clerk's signature block **must contain all wording** as defined in Appendix C6, have substantial room to enter the time and date entries and be at least 8 point type.

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Appendix L – Williamson County Affidavit for Recordation

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WILLIAMSON COUNTY
AFFIDAVIT FOR RECORDATION

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned authority, on this day personally appeared the undersigned affiant, who, first duly sworn upon his/her oath, did state:

"My name is _____. I am over the age of eighteen years. _____ (the "Owner", whether one or more) is/are the sole owner(s) of the property described in the plat of the subdivision to be known as _____ _____(the "Subdivision"). I am the Owner. The original tax certificate(s) attached to the plat of the Subdivision describe all of the property contained within the Subdivision and all taxing entities with jurisdiction over the Subdivision."

_____
(Signature)

_____
(Printed Name)

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

Before me, the undersigned, a notary public in and for said county and state, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument.

Given under my hand and seal of office on this the _____ day of _____, 20____.

_____
NOTARY PUBLIC in and for the State of Texas

SEAL

My commission expires: _____

Appendix M – Plat Cover Sheet

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Nancy E. Rister
Williamson County Clerk
Nrister@wilco.org

405 Martin Luther King Jr St
Georgetown, TX 78627
Basement Level
(512) 943-1515

PLAT COVER SHEET

SUBDIVISION NAME:_____

DATE RECEIVED:_____ TIME RECEIVED: _____

CONTACT PERSON: _____

CITY OF:_____

PHONE NUMBER:_____ EMAIL ADDRESS: _____

☐ AFFIDAVIT FOR RECORDATION ☐ TAX CERTIFICATES ☐ RECORDING FEE

DATE APPROVED IN COMMISSIONERS' COURT:_____

Rejected? ☐ Yes ☐ No (Circle One)

Reason:_____

1)_____

2)_____

3)_____

4)_____

Rejected Plat picked up by:_____ Date:_____
or
Recorded Plat picked up by:_____ Date:_____

Appendix N – Fee Summary

Preliminary Plat Review		**$550 + $40/lot**
Final Plat Review		**$550 + $1/ft of road + $25/lot**
Construction Plan Review		**$35/lot + $1.25/ft of road**
Construction ~~Plan Review~~Inspection		**$~~35~~50/lot + $1.85/ft of road**
Minor Plat Review		**$550**
Other Fees:		
	Public Notice	**$100 + actual cost**
	Replat / Amendment of Final Plat	**$550**
	Variances	**$250/type**
	Extension of Preliminary Plat*	**No fee***
	Vacation of R.O.W or Easement	**$100**
	~~Construction Inspection~~	**~~2.5% of construction cost**~~**
	Hard copy of Regulations	**$10**

No fee for a preliminary plat extension with no modifications. If there are modifications, the fee will be $30/lot for only those lots being modified.

~~**Based on the cost of soil erosion and sedimentation controls, and roadway and drainage construction.~~

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Appendix O – Affidavit for Exemption



Appendix A3 of the Williamson County Subdivision Regulations outlines several policy guidelines adopted by the Commissioners Court stating when the division of an existing tract shall be considered exempt from the requirements for filing of a plat. To claim any exemption listed in this subsection, the person or entity who claims to be entitled to any exclusion to platting set out in these Guidelines shall provide this Affidavit, along with a copy of the deeds or other instruments creating the daughter tracts referenced by this Affidavit.

I, _____ *(Owner/Agent)*, am the Owner/Owner's Agent of a _____ -acre tract of land located at _____ *(Address)*, in Williamson County, Texas, parcel ID number R_____. I request exemption from the requirements of filing a plat based on the following:

- ❑ A tract whose boundary has not changed since February 21, 1985. *(Subparagraph A3.1.1)*
- ❑ Daughter tracts created solely for purposes of platting them as individual subdivisions in their own right. *(Subparagraph A3.1.2)*
- ❑ An adjustment or change of the property lines which separate two adjacent landowners. *(Subparagraphs A3.1.3 and A3.1.4)*
- ❑ A smaller tract surveyed out of the parent tract solely for the purposes of obtaining financing for purchase or improvement of that part of the property. *(Subparagraph A3.1.5)*
- ❑ A smaller tract created by the legitimate foreclosure of a valid lien on a part of the parent tract. *(Subparagraph A3.1.6)*
- ❑ The property divided by the final decree of a court of record with appropriate jurisdiction. *(Subparagraph A3.1.7)*

The exemption(s) requested shall comply with all other conditions and provisions outlined in Appendix A3 of the Regulations.

Attached with this affidavit are copies of the deeds or other instruments creating the daughter tracts referenced by this Affidavit.

_____ _____

Signed *Date*

_____ _____

Approved (Williamson County) *Date*

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Appendix P – Plats Completeness Checklist

P1 – Preliminary Plat

COMPLETENESS CHECKLIST PRELIMINARY PLAT

The following items must be provided to the County Engineer's Office with each Preliminary Plat application in order to be accepted as a complete application for review.

- ☐ Completed and signed application form (including Owner's Agent form if not submitted by the Owner)
- ☐ Application review fee ($550 + _____ lots x $40 per lot = $_____)
- ☐ Preliminary Plat document including the following:
  - ☐ A digital file of the Preliminary Plat in Adobe .pdf format.
  - ☐ The Preliminary Plat shall be shown on a single sheet (additional detail sheets okay to show all required information).
  - ☐ Existing topographic contours at a minimum of 2 foot intervals.
  - ☐ Survey ties across all existing right-of-way located adjacent to the boundary of the subdivision and dimensions from the centerline of all existing pavement to the edge of the right-of-way.
  - ☐ Centerline tangent lengths and curve data for all proposed roads.
  - ☐ A table on the Preliminary Plat that includes all proposed roadways and their respective name, functional classification, design speed, length, right-of-way width, pavement width, rural/urban and whether public/private.
  - ☐ Locations and approximate sizing of proposed stormwater detention basins shall be shown on the Preliminary Plat. If exempt from providing stormwater detention, state such on the Preliminary Plat.
- ☐ The proposed subdivision complies with the Williamson County Long Range Transportation Plan (Appendix B2.1 of the Subdivsion Regulations).
- ☐ A copy of the current deed(s) showing ownership of the property being subdivided.
- ☐ A complete preliminary drainage report or a letter requesting an exemption from detention requirements (see Appendix Q1 for minimum requirements), must be submitted simultaneously, provide documentation of submittal or resubmit with the Preliminary Plat.
- ☐ If the source of water intended to supply a subdivision is groundwater, then a report must be prepared by an Engineer or Geoscientist, licensed in the State of Texas, that certifies that there is adequate groundwater available for the subdivision.
- ☐ Documentation showing submittal of the Preliminary Plat to the Williamson County 911 Addressing Coordinator (can be emailed to addressing@wilcotx.gov~~.org~~) and the appropriate emergency service district (ESD).
- ☐ A variance request (if applicable).
- ☐ A paperless electronic submittal of all required information above on a labeled CD-ROM or flash drive.

This checklist is not a complete list of all state and local subdivision regulations. The purpose of this checklist is to assist the applicant in preparing a complete application so that it may be accepted by the County and the review process can begin.

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COMPLETENESS CHECKLIST FINAL PLAT

The following items must be provided to the County Engineer's Office with each Final Plat application in order to be accepted as a complete application for review.

☐ Completed and signed application form (including Owner's Agent form if not submitted by the Owner)

☐ Application review fee ($550 + _____ feet road x $1.00 per foot + _____ lots x $25 per lot = $_____)

☐ Final Plat document including the following:

- ☐ A digital file of the Final Plat in Adobe .pdf format.
- ☐ A table on the Final Plat that includes all proposed roadways and their respective name, length, design speed, right-of-way width and whether public/private.
- ☐ A table on the Final Plat that includes driveway culvert sizing for all lots designed by a registered professional engineer (if applicable).
- ☐ Delineation of the 100-year floodplain on the Final Plat based on an engineering study or FEMA flood study and minimum finished floor elevations for each lot adjacent to the floodplain (if applicable).
- ☐ The Final Plat shall include approval signatures blocks and metes and bounds description of the property to be subdivided certified by a Registered Professional Land Surveyor.

☐ The proposed subdivision complies with the Williamson County Long Range Transportation Plan (Appendix B2.1 of the Subdivsion Regulations).

☐ A copy of the current deed(s) showing ownership of the property being subdivided.

☐ A letter of serviceability from an entity or entities providing water service unless individual private wells.

☐ An approved refined drainage report or a letter requesting an exemption from detention requirements (see Appendix Q2 for minimum requirements), must be submitted simultaneously, provide documentation of submittal or resubmit with the Final Plat.

~~☐ Sufficient Bond has been provided and construction plans approved, **OR**~~

~~☐ Infrastructure constructed, inspected and accepted for County Maintenance~~

☐ An approved Traffic Impact Analysis that inlcudes the subdivison

☐ If the subdivision will contain on-site private well and/or an on-site sewage facility (OSSF), provide documentation of a submittal, or provide the MyGovernmentOnline application number of an OSSF subdivsion review to the Williamson County OSSF Program.

☐ Documentation showing submittal of the final plat to the appropriate emergency services district (ESD) or County Fire Marshal.

☐ A variance request (if applicable).

☐ A paperless electronic submittal of all required information above on a labeled CD-ROM or flash drive.

This checklist is not a complete list of all state and local subdivision regulations. The purpose of this checklist is to assist the applicant in preparing a complete application so that it may be accepted by the County and the review process can begin.

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COMPLETENESS CHECKLIST REPLAT/AMENDED PLAT

The following items must be provided to the County Engineer's Office with each Replat/Amended Plat application in order to be accepted as a complete application for review.

- ☐ Completed and signed application form (including Owner's Agent form if not submitted by the Owner)
- ☐ Application review fee ($550)
- ☐ Replat/Amended Plat document including the following:
  - ☐ A digital file of the Replat/Amended Plat in Adobe .pdf format.
  - ☐ A table on the Replat/Amended Plat that includes all proposed roadways and their respective name, length, design speed, right-of-way width and whether public/private.
  - ☐ A table on the Replat/Amended Plat that includes driveway culvert sizing for all lots designed by a registered professional engineer (if applicable).
  - ☐ Delineation of the 100-year floodplain on the Replat/Amended Plat based on an engineering study or FEMA flood study and minimum finished floor elevations for each lot adjacent to the floodplain (if applicable).
  - ☐ The Replat/Amended Plat shall include approval signatures blocks and metes and bounds description of the property to be subdivided certified by a Registered Professional Land Surveyor.
- ☐ The proposed subdivision complies with the Williamson County Long Range Transportation Plan (Appendix B2.1 of the Subdivision Regulations).
- ☐ A copy of the current deed(s) showing ownership of the property being subdivided.
- ☐ A copy of the existing plat(s).
- ☐ A letter of serviceability from an entity or entities providing water service unless individual private wells.
- ☐ An approved refined drainage report or a letter requesting an exemption from detention requirements (see Appendix Q2 for minimum requirements), must be submitted simultaneously, provide documentation of submittal or resubmit with the Replat/Amended Plat.
- ☐ Sufficient Bond has been provided and construction plans approved, **OR**
- ☐ Infrastructure constructed, inspected and accepted for County Maintenance
- ☐ If the subdivision will contain on-site private well and/or an on-site sewage facility (OSSF), provide documentation of a submittal or provide the MyGovernmentOnline application number of an OSSF subdivsion review to the Williamson County OSSF Program.
- ☐ Documentation showing submittal of the replat/amended plat to the appropriate emergency services district (ESD) or County Fire Marshal.
- ☐ A variance request (if applicable).
- ☐ A paperless electronic submittal of all required information above on a labeled CD-ROM or flash drive.

This checklist is not a complete list of all state and local subdivision regulations. The purpose of this checklist is to assist the applicant in preparing a complete application so that it may be accepted by the County and the review process can begin.

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COMPLETENESS CHECKLIST MINOR PLAT

The following items must be provided to the County Engineer's Office with each Minor Plat application in order to be accepted as a complete application for review.

- ☐ Completed and signed application form (including Owner's Agent form if not submitted by the Owner)
- ☐ Application review fee ($550)
- ☐ Minor Plat document including the following:
  - ☐ A digital file of the Minor Plat in Adobe .pdf format.
  - ☐ Survey ties across all existing right-of-way located adjacent to the boundary of the subdivision and dimensions from the centerline of all existing pavement to the edge of the right-of-way.
  - ☐ The Minor Plat shall include approval signatures blocks and metes and bounds description of the property to be subdivided certified by a Registered Professional Land Surveyor.
- ☐ The proposed subdivision complies with the Williamson County Long Range Transportation Plan (Appendix B2.1 of the Subdivsion Regulations).
- ☐ A copy of the current deed(s) showing ownership of the property being subdivided.
- ☐ A letter of serviceability from an entity or entities providing water service unless individual private wells.
- ☐ Copies of existing plats, existing easements, development agreements, district creation documents (road, MUD, PID, etc.) and any other recorded documents that affect the property (if applicable).
- ☐ Letter requesting an exemption from detention requirements outlined in appendix B11. (see Appendix Q2 for minimum requirements) must be submitted simultaneously, provide documentation of submittal or resubmit with the Minor plat.
- ☐ Documentation showing that plat is exempt from a floodplain study (can be received by emailing floodplain@wilcotx.gov~~.org~~)
- ☐ If the subdivision will contain on-site private well and/or an on-site sewage facility (OSSF), provide documentation of a submittal or provide the MyGovernmentOnline application number of an OSSF subdivsion review to the Williamson County OSSF Program.
- ☐ Documentation showing submittal of the Minor Plat to the Williamson County 911 Addressing Coordinator (can be emailed to addressing@wilcotx.gov~~.org~~) and the appropriate emergency service district (ESD).
- ☐ A variance request (if applicable).
- ☐ A paperless electronic submittal of all required information above on a labeled CD-ROM or flash drive.

This checklist is not a complete list of all state and local subdivision regulations. The purpose of this checklist is to assist the applicant in preparing a complete application so that it may be accepted by the County and the review process can begin.

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Appendix Q – Drainage Completeness Checklist

COMPLETENESS CHECKLIST
PRELIMINARY PLAT
DRAINAGE REPORT

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This application is intended to provide the minimum information and data needed for the County to assess the Preliminary Plat Drainage Report. The following documentation is the minimum required for acceptance of the Preliminary Plat Drainage Report:

- ☐ Detention Required?
  - ☐ Yes:
    - ☐ Preliminary plat drainage report that is signed and sealed by a professional engineer
    - ☐ Preliminary existing and proposed drainage area maps per WCSR B11.13.5:
      - ☐ Drainage area boundaries and sizes
      - ☐ Labeled contours
      - ☐ North arrow
      - ☐ Time of concentration paths and values
      - ☐ Peak flows at points of interest
      - ☐ Locations of bridges and major culverts
      - ☐ Creeks, watercourses, channels and drainage easements
    - ☐ Preliminary detention pond locations and approximate volumes
  - ☐ No:
    - ☐ Detention exemption request letter requesting detention exemption per WCSR B11.1.1, B11.1.2, B11.1.3 or B11.1.34.
- ☐ Floodplain Study Required?
  - ☐ Yes:
    - ☐ Preliminary plat drainage report that is signed and sealed by a professional engineer
    - ☐ Preliminary existing and proposed floodplain drainage area maps per WCSR B11.13.5
    - ☐ Preliminary floodplain exhibit with 100-yr floodplain boundaries and lot lines
  - ☐ No:
    - ☐ Per WCSR 4.23, verify no areas within the plat include a FEMA -mapped floodplain with a Zone A classification, or no watercourse whose upstream drainage basin is larger than 64 acres.
    - ☐ Per WCSR 4.23, there is a FEMA Zone AE within or adjacent to the plat, and the 500 yr. flood elevation will be utilized as an alternative to the 100 yr. NOAA Atlas 14 floodplain.

☐ A complete preliminary plat application (see Appendix P1 for minimum requirements), must be submitted simultaneously, provide documentation of submittal or resubmit with the Preliminary Drainage Report.

Q1 – Preliminary Plat Drainage Report

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COMPLETENESS CHECKLIST REFINED DRAINAGE REPORT

This application is intended to provide the minimum information and data needed for the County to assess the Refined Drainage Report. If not within construction plan drawings, the following documentation is the minimum required for acceptance of the Refined Drainage Report:

- ☐ Detention Required?
  - ☐ Yes:
    - ☐ Refined drainage report that is signed and sealed by a professional engineer
    - ☐ Refined existing and proposed drainage area maps per WCSR B11.14.4:
      - ☐ Drainage area boundaries and sizes
      - ☐ Labeled contours
      - ☐ North arrow
      - ☐ Time of concentration paths and values
      - ☐ Runoff coefficients or curve numbers
      - ☐ Peak flows at points of interest
      - ☐ Locations of bridges and cross culverts
      - ☐ Creeks, watercourses, channels and drainage easements
    - ☐ HEC-HMS or other digital model and plan runs associated with final pond design ~~model version~~
    - ☐ Construction Plans for detention pond(s)
  - ☐ No:
    - ☐ Detention exemption request letter requesting detention exemption per WCSR B11.1.1, B11.1.2, B11.1.3 or B11.1.~~3~~ 4 on file.
- ☐ Floodplain Study Required?
  - ☐ Yes:
    - ☐ Refined drainage report that is signed and sealed by a professional engineer
    - ☐ Refined existing and proposed floodplain drainage area maps per WCSR B11.13.5
    - ~~☐~~
    - ☐ Refined floodplain study exhibit with the following:
      - ☐ 100-yr floodplain boundary and lot lines
      - ☐ Labeled contours
      - ☐ North arrow
      - ☐ Location of cross sections used in HEC-RAS
      - ☐ 100-year water surface elevations at cross sections
    - ☐ HEC-RAS model, version, and plan runs associated to the final design of the project
    - ☐ HEC-HMS model and plan runs associated with final design of the project
    - ☐ 3D digital file of the proposed grading plan (if any construction within a floodplain)
    - ~~☐~~
  - ☐ No:
    - ☐ Per WCSR 4.23, verify no areas within the plat include a FEMA -mapped floodplain with a Zone A classification, or no watercourse whose upstream drainage basin is larger than 64 acres.
    - ☐ Per WCSR 4.23, there is a FEMA Zone AE within or adjacent to the plat, and the 500 yr. flood elevation will be utilized as an alternative to the 100 yr. NOAA Atlas 14 floodplain.

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This is not intended to be a complete listing of requirements, but minimum documentation for acceptance of the Refined Drainage Report for review per HB3167.

Appendix R – Geotechnical Completeness Checklist

COMPLETENESS CHECKLIST GEOTECHNICAL REPORT

WILLIAMSON COUNTY
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The following items must be provided to the County Engineer's Office with each Geotechnical Report in order to be accepted as a complete Geotechnical Report for review.

☐ The report shall be signed and sealed by a Registered Professional Engineer

☐ The report shall include a pavement design based on a 20-year design life

☐ Soils test borings shall be spaced at a maximum of every 500 linear feet along the proposed roadways

☐ Site plan showing the test boring locations

☐ Results of sampled and tested subgrade for plasticity index.

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This is not intended to be a complete listing of the geotechnical report requirements, but minimum documentation for acceptance of the plans for review per HB3167.

Appendix S – Construction Plans Checklist

COMPLETENESS CHECKLIST FOR CONSTRUCTION PLANS

This application is intended to provide the minimum information and data needed for the County to assess subdivision construction plan submission.

The following documentation is the minimum required for acceptance of the plans for review.

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- ☐ Completed and signed application form (including Owner's Agent form if not submitted by the Owner)
- ☐ Application review fee (_____ lots x $35 per lot + _____ feet road x $1.~~00~~ 25 per foot = $_____)
- ☐ An approved preliminary plat.
- ☐ An approved geotechnical report specific to the plan submission.
- ☐ A complete refined drainage report or a letter requesting an exemption from detention requirements (see Appendix Q2 for minimum requirements), must be submitted simultaneously, provide documentation of submittal or resubmit with the construction plans.
- ☐ A digital file of the construction plans in Adobe .pdf format and 1 full-size hard copy of the construction plans (initial submittal only).
- ☐ Documentation showing submittal of the construction plans to the appropriate emergency service district (ESD) or County Fire Marshal.
- ☐ Cover Sheet with signature blocks for the design professional, Williamson County Engineer, City if within the ETJ, as well as any applicable MUD/SUD.
- ☐ Applicable design crietria used for the plan submission (Acceptable design criteria are ITE "Urban Street Geometric Design, the current AASHTO "A Policy on Geometric Design of Highways and Streets", the current City of Austin's Transportation Criteria Manual, or UDC if within a City's ETJ
- ☐ Williamson County construction notes Sections B4 through B9 of the Subdivision Regulations.
- ☐ Roadway name, length, classification and design speed for all roadways in the plan submission;
- ☐ Storm water management controls for any development that increases runoff from the existing state (unless exempt).

This is not intended to be a complete listing of subdivion construction plan details, standards or design requirements, but minimum documentation for acceptance of the plans for review per HB3167.

Exhibit 1 – Detention Exempt Stream Reaches Map

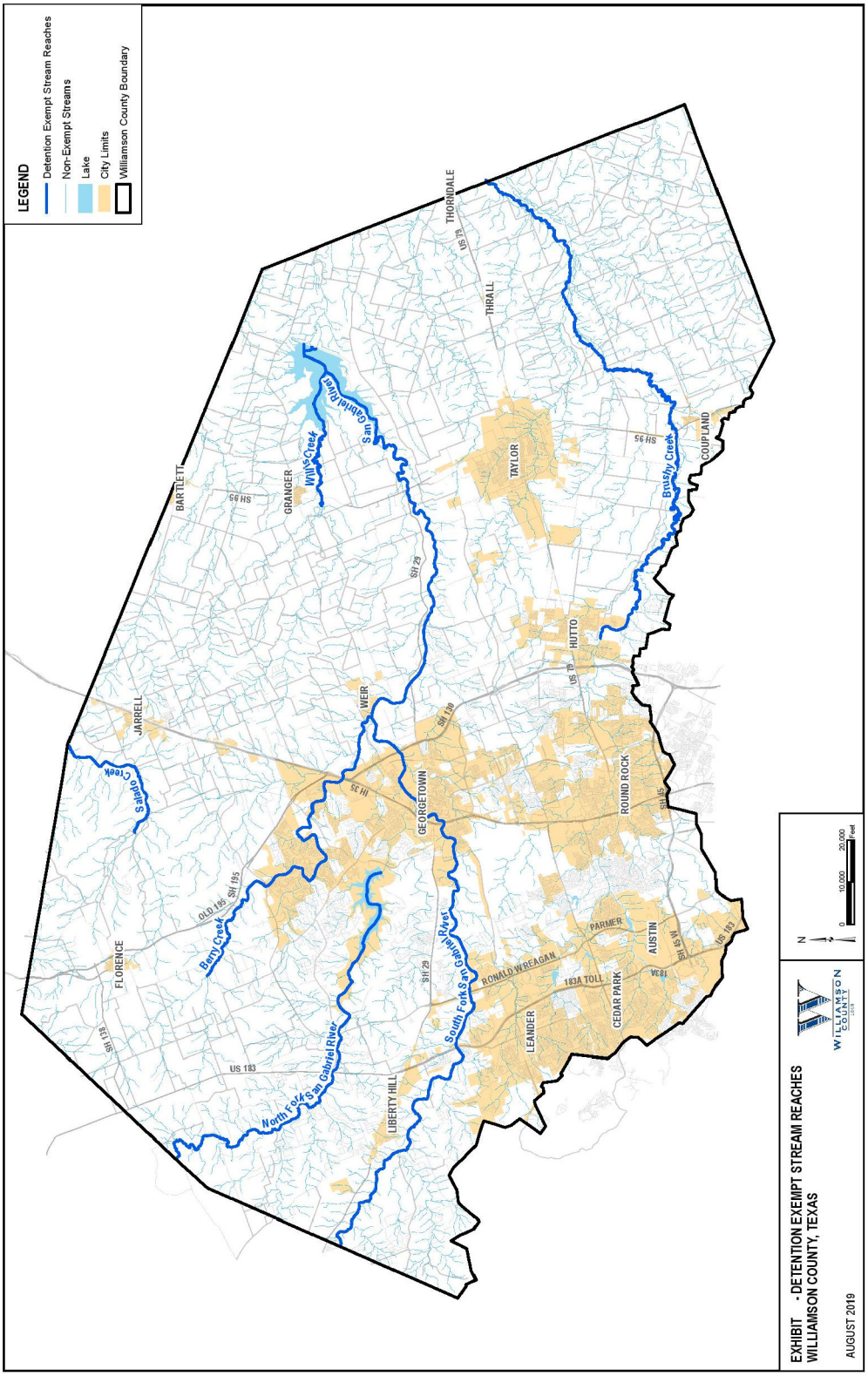
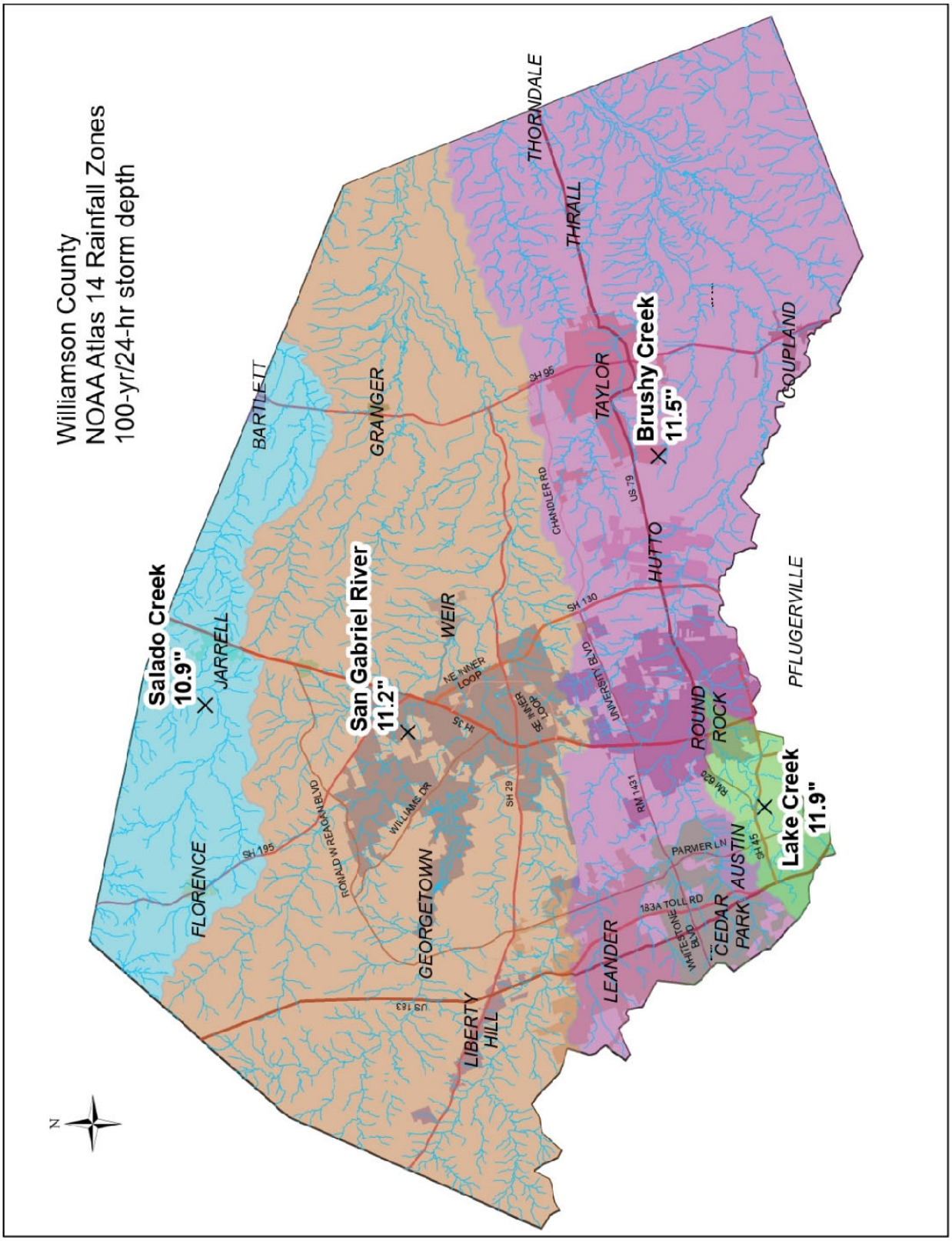


Exhibit 2 – Rainfall Data



Depth-Duration Frequency Values (HEC-HMS Frequency Storm)

Williamson County has adopted the use of a 24-hour HEC-HMS frequency storm distribution for use with time-varying rainfall simulations. The depth-duration-frequency (DDF) values to be used for the four (4) Zones are shown in Exhibit 2 Tables 1-4 below. These depths should be entered directly into HEC-HMS software as input to the frequency storm meteorologic models. HEC-HMS will generate the appropriate rainfall distribution for each recurrence interval. The Atlas 14 depths provided are based on a partial-duration analysis; no partial-to-annual output conversion is required.

For use of the frequency storm in HEC-HMS for the evaluation of the 24-hour event, the meteorological model parameters should be set as follows:

Input Type: Partial Duration (NOAA Atlas 14 precipitation frequency estimates are based on analysis of partial duration series).

Output Type: Annual Duration.

Intensity Duration: 5 minutes.

Storm Duration: 1 Day.

Intensity Position: 50 percent.

Storm Area (mi 2): Blank or zero areas less than 10 square miles. Use areal reduction for larger areas.

Curve: Uniform for all subbasins.

The computational time interval for computer simulations should be selected based on criteria for the minimum lag time in a given model. The computational time interval used in a HEC-HMS model should be no more than 6 minutes. A 1-minute time interval is recommended in order to accurately determine the peak flow.

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EXHIBIT 2 - TABLE 1, DEPTH-DURATION-FREQUENCY VALUES
SALADO CREEK ZONE

DURATION	2-YR	5-YR	10-YR	25-YR	50-YR	100-YR	500-YR	1000-YR
5 MIN	0.508	0.643	0.758	0.919	1.05	1.18	1.51	1.67
15 MIN	1.02	1.29	1.51	1.83	2.08	2.33	2.99	3.3
1 HR	1.86	2.35	2.77	3.36	3.82	4.31	5.67	6.35
2 HR	2.28	2.93	3.51	4.37	5.07	5.86	8.07	9.18
3 HR	2.52	3.27	3.97	5.02	5.91	6.92	9.77	11.2
6 HR	2.95	3.87	4.74	6.08	7.24	8.56	12.3	14.2
12 HR	3.4	4.45	5.46	6.98	8.29	9.8	14.1	16.3
24 HR	3.9	5.09	6.2	7.88	9.3	10.9	15.6	17.9

EXHIBIT 2 - TABLE 2, DEPTH-DURATION-FREQUENCY VALUES
SAN GABRIEL RIVER ZONE

DURATION	2-YR	5-YR	10-YR	25-YR	50-YR	100-YR	500-YR	1000-YR
5 MIN	0.51	0.643	0.757	0.921	1.05	1.19	1.53	1.69
15 MIN	1.02	1.29	1.51	1.84	2.1	2.37	3.03	3.33
1 HR	1.88	2.37	2.79	3.4	3.88	4.39	5.79	6.47
2 HR	2.3	2.95	3.55	4.43	5.16	5.98	8.28	9.43
3 HR	2.55	3.3	4.02	5.09	6.01	7.06	10.1	11.6
6 HR	2.98	3.91	4.81	6.18	7.38	8.75	12.7	14.7
12 HR	3.44	4.51	5.54	7.12	8.48	10.1	14.6	16.9
24 HR	3.94	5.15	6.3	8.04	9.53	11.2	16.1	18.6

EXHIBIT 2 – TABLE 3, DEPTH-DURATION-FREQUENCY VALUES
BRUSHY CREEK ZONE

DURATION	2-YR	5-YR	10-YR	25-YR	50-YR	100-YR	500-YR	1000-YR
5 MIN	0.52	0.649	0.761	0.92	1.05	1.18	1.5	1.65
15 MIN	1.04	1.3	1.52	1.83	2.09	2.35	2.97	3.25
1 HR	1.91	2.39	2.8	3.39	3.85	4.35	5.65	6.27
2 HR	2.35	2.99	3.57	4.41	5.1	5.87	7.98	9.02
3 HR	2.6	3.36	4.05	5.08	5.94	6.91	9.65	11
6 HR	3.05	3.98	4.86	6.18	7.32	8.61	12.3	14.2
12 HR	3.49	4.57	5.6	7.17	8.52	10.1	14.6	16.9
24 HR	3.96	5.2	6.37	8.16	9.69	11.5	16.6	19.3

EXHIBIT 2 - TABLE 4, DEPTH-DURATION-FREQUENCY VALUES
LAKE CREEK ZONE

DURATION	2-YR	5-YR	10-YR	25-YR	50-YR	100-YR	500-YR	1000-YR
5 MIN	0.519	0.653	0.774	0.952	1.1	1.26	1.66	1.84
15 MIN	1.04	1.31	1.55	1.9	2.19	2.5	3.28	3.63
1 HR	1.92	2.42	2.86	3.52	4.07	4.66	6.27	7.05
2 HR	2.35	3.03	3.66	4.61	5.42	6.33	8.89	10.2
3 HR	2.61	3.4	4.16	5.31	6.32	7.48	10.7	12.4
6 HR	3.05	4.03	4.99	6.46	7.76	9.26	13.6	15.8
12 HR	3.51	4.64	5.75	7.44	8.93	10.7	15.7	18.3
24 HR	4.01	5.29	6.51	8.39	10	11.9	17.4	20.3

Intensity-Duration-Frequency Equation (Rational Method)

Rainfall intensity, the average rainfall rate in inches per hour, is a key parameter in the Rational Method equation. Rainfall intensity is selected based on design rainfall duration and design frequency (recurrence interval). The design duration is equal to the time of concentration for the drainage area under consideration. The minimum time of concentration shall be 10 minutes. Refer to the spreadsheet “TxDOT

~~EBDLKUP~~ebdlkup-2019~~-vC6.2.10~~.xls~~x~~m" ~~located on the Williamson County website~~ to compute rainfall intensity values.

https://ftp.txdot.gov/pub/txdot/des/atlas14/ebdlkup-2019.xlsm

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Appendix T

If a City is primary for review of platting and design (per the 1445 agreement) and City does not annex subdivision prior to final plat, then the following are required for the County's asset management records:

T.1 Pre-development meeting notes

T.2 Initial application submittal (incl. application form and all related required documentation as required by the County subdivision regulations, as amended)

T.3 The appropriate application completeness checklist used in determining if the application is complete/incomplete

T.4 Copy of complete/incomplete letter sent to the applicant including initial review timeframe

T.5 All formal review comments communicated to the applicant/owner/developer/surveyor/engineer on the initial application review

T.6 All application re-submittals (incl. applicant/owner/developer/surveyor/engineer response to comments and all documents transmitted with the re-submittal)

T.7 All formal review comments communicated to the applicant/owner/developer/surveyor/engineer on all re-submittal application reviews

T.8 All formal communication with the applicant/owner/developer/surveyor/engineer that all comments have been addressed

T.9 All correspondence related to each application

T.10 Digital files prior to the approval of a plat (One file shall be in an Adobe .pdf format, and the other files shall be in an AutoCAD.dwg,. dgn, and .shp format. All entities or objects within the .dwg and .dgn files shall be at zero elevation. The coordinate system of the electronic drawing shall be the Texas State Plane Coordinate System, Central Zone, U.S. Survey feet, grid coordinates. Right-of-way centerlines, real property boundary lines, (lots, blocks, external subdivision boundary, rights-of-way, etc.) and text shall each reside on independent or separate layers.)

T.11 Final digital version (in Adobe .pdf format unless otherwise stated) of each approved application or approved revision to an application clearly noted as "approved" (incl. preliminary plat, minor plat, final plat, replat, amended plat, preliminary drainage report, refined drainage report, geotechnical report or subdivision construction plans)

T.12 Documentation of a final approval or approved revision of each application by the appropriate approving entity/person (incl. governing body, elected official, department head, director, etc.)

T.13 A complete timeline for each application from the initial submittal to final approval.

T.14 For detention design, major channel design and analysis, determination of peak flow rates for floodplain modeling, and hydrologic channel routing, the U.S. Army Corps of Engineers HEC-HMS software, must be utilized. For floodplain studies, major channel design and analysis, and determination of finished floor elevations, the U.S. Army Corps of Engineers HEC-RAS software

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must be utilized. A copy of all HEC-HMS and HEC-RAS models received, reviewed and approved must be stored in the application file.

If a City is primary for inspection of construction (per the 1445 agreement) and City does not annex subdivision prior to final plat, then the following are required for the County's asset management records:

T.15 Written copy of completed Field Punchlist

T.16 Utility/Storm Sewer info (Proctors, Densities, Camera or Visual Inspection, etc.)

T.17 Quality Assurance/Quality Control testing Info/Geotech Field Report(s)

T.18 Subgrade Investigation/Lime information (Proctors, Proof Roll, Densities, PH, Etc.)

T.19 Flex Base information (Proctors, Depths, Densities)

T.20 Asphalt information (JMF, Densities, Cores, Level 1B report/Wilco Lab Cores)

T.21 Signed/Sealed Engineer's concurrence letter

T.22 Copy of Williamson County License Agreement (if applicable)

T.23 Copy of 2-year warranty bond/Cash Surety

T.24 Documentation of release of Performance Bonds or cash fund balances for plat recordation

T.25 Signed/Sealed As-Built Plans in PDF format (incl. Dry Utility Plans and Final Roadbed Design profile)

T.26 Written verification that signs and markings installed match as-built plans (in compliance with WilCo Regulations)

T.27 Written notification to WilCoRoad & Bridge sign maintenance of completed project

T.28 Notification to WilCo Road & Bridge that GIS Street status shall be updated from "under construction" to "warranty period"

T.29 Documentation that the ROW has been dedicated to the public (shall be dedicated via plat unless other prior agreement with WilCo)

T.30 Copies of plans and details for Bridge Class Culverts

T.31 Notification to WilCo Road & Bridge to Update Vuework's project status to "Hold" when infrastructure is completed

T.32 Copy of the NOT or NOC (with Phase and Section and New Operator Contact information)

T.33 Copy of monthly SW3P Reports

T.34 Completed "Conditional Acceptance Checklist" Form

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Commissioners Court - Regular Session **29.**

Meeting Date: 03/04/2025

Department of Infrastructure Fleet Services Division Career Ladder

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 Human Resources approved career ladder for the Department of Infrastructure Fleet Services Division.

Background

The Fleet Services career ladder is attached for review.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Fleet Services Division Career Ladder

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	02/24/2025 04:35 PM
Form Started By: Vicky Edwards		Started On: 02/24/2025 12:50 PM
Final Approval Date: 02/24/2025		

Fleet Services Division Career Ladder

Career Ladder	Title	Salary Grade	Criteria
Inventory	Inventory Specialist	19	One year of warehouse or inventory control experience.
	Inventory Coordinator I	22	Three years of general automotive and mechanical equipment experience.
	Inventory Coordinator II	23	Four years of general automotive and mechanical equipment experience.
Shop	Mechanic I	23	Three years of vehicle and equipment maintenance experience. Prior experience with scan tools, shop gauges and welding. Two Original Equipment Manufacturers (OEM) certifications or two Automotive Service Excellence (ASE) certifications.
	Mechanic II	24	Five years of vehicle and equipment maintenance. Prior experience with scan tools, shop gauges and welding. Five Orignial Equipment Manufacturers (OEM) certifications or five Automotive Service Excellence (ASE) certifications.
	Senior Mechanic	26	Six years of vehicle and equipment maintenance experience. Prior experience with scan tools, shop gauges and welding. Automotive Service Excellence (ASE) Master Tech Certification.
Administrative	Office Administrator	27	Bachelor's degree and One year of office management/administration experience; or equivalent combination of education and experience.

Commissioners Court - Regular Session **30.**

Meeting Date: 03/04/2025

East Wilco Highway Segment 2 – Discretionary Service Agreement with Oncor Electric

Submitted By: Julissa Vasquez, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding the Discretionary Service Agreement with Oncor Electric for utility relocations on the East Wilco Highway Segment 2 Project, a 2023 Road Bond Project in Commissioner Precinct 4. Project: P392 Fund Source: Road Bonds.

Background

Oncor Electric has existing facilities in conflict with the East Wilco Highway Segment 2 Project. The Discretionary Service Agreement for the relocations is for a total amount of $53,784.97. Oncor Electric is 100% eligible for reimbursement. The total anticipated reimbursement to Manville Water by the County is $53,784.97 (100% of $53,784.97).

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

EastWilcoHwySeg2 - Oncor Discretionary Service Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	02/27/2025 10:25 AM
Form Started By: Julissa Vasquez		Started On: 02/26/2025 09:13 AM
Final Approval Date: 02/27/2025		

Oncor Utility Agreement (DSA)
P392

Eddie R. Church

Received
Feb 19, 2025
HNTB Corporation
Round Rock

From: Carlton Wolfe <CWolfe@Cobbfendley.com>
Sent: Wednesday, February 19, 2025 3:32 PM
To: Eddie R. Church
Cc: 70391_SELoopSegment2_P392; Keith Taylor
Subject: East Wilco Highway Segment 2 - Oncor FM 1660 DSA

External Email: Use caution when clicking on links, replying, or opening attachments.

Eddie -

Oncor has submitted their DSA for the FM 1660 relocations. I've uploaded them to PW for you review.

20250219_EastWilcoHwy_Seg2_Oncor_DSA_FM_1660.pdf

REVIEWED
By Eddie Church, P.E. at 12:04 pm, Feb 21, 2025

Carlton Wolfe
Utility Coordination Deputy Project Manager

Direct: 512.646.4318
Office: 512.834.9798
Mobile: 603.459.3374

9600 N. Mopac Expressway, Suite 800 | Austin, TX 78759
TBPELS Engineering Firm No. 274; Land Surveying Firm No. 10046700

CobbFendley
We **Collaborate**. We **Commit**. We Build **Communities**.

6.3.5 Discretionary Service Agreement

This Discretionary Service Agreement ("Agreement") is made and entered into this 18th day of February, 2025, by Oncor Electric Delivery Company LLC ("Company"), a Delaware limited liability company and distribution utility, and Williamson County ("Customer"), a political subdivision of the State of Texas, each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties". In consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. **Discretionary Services to be Provided** -- Company agrees to provide, and Customer agrees to pay for, the following discretionary services in accordance with this Agreement.

Customer has requested for the overhead facilities to be relocated at FM 1660 for East Wilco Hwy Seg 2 (Formerly SE Loop Seg 2). To accommodate this request the following will need to be installed: 9 new poles, 7 new down guys, Bored UG 3 phase dip approximately 320 linear feet, approximately 925 linear feet single phase overhead. To be removed: 1 pole, 1 down guy, approximately 320 linear feet of overhead 3 phase conductor, approximately 700 linear feet of single phase overhead. For a total reimbursable cost of $53,784.97, Company shall complete the described services in compliance with the plans and specifications as shown in Exhibit "A" attached hereto and incorporated herein.

2. **Nature of Service and Company's Retail Delivery Service Tariff** -- Any discretionary services covered by this Agreement will be provided by Company, and accepted by Customer, in accordance with applicable Public Utility Commission of Texas ("PUCT") Substantive Rules and Company's Tariff for Retail Delivery Service (including the Service Regulations contained therein), as it may from time to time be fixed and approved by the PUCT ("Company's Retail Delivery Tariff"). During the term of this Agreement, Company is entitled to discontinue service, interrupt service, or refuse service initiation requests under this Agreement in accordance with applicable PUCT Substantive Rules and Company's Retail Delivery Tariff. Company's Retail Delivery Tariff is part of this Agreement to the same extent as if fully set out herein. Unless otherwise expressly stated in this Agreement, the terms used herein have the meanings ascribed thereto in Company's Retail Delivery Tariff.

3. **Discretionary Service Charges** -- Charges for any discretionary services covered by this Agreement are determined in accordance with Company's Retail Delivery Tariff. Company and Customer agree to comply with PUCT or court orders concerning discretionary service charges.

4. **Term and Termination** -- This Agreement becomes effective upon execution by both Parties and continues in effect until the discretionary services described herein are complete and payment is received in full from Customer. Termination of this Agreement does not relieve Company or Customer of any obligation accrued or accruing prior to termination.

5. **No Other Obligations** -- This Agreement does not obligate Company to provide, or entitle Customer to receive, any discretionary service not expressly provided for herein. Customer is responsible for making the arrangements necessary for it to receive any further discretionary services that it may desire from Company or any third party.

6. **Governing Law and Regulatory Authority** -- This Agreement was executed in the State of Texas and must in all respects be governed by, interpreted, construed, and enforced in accordance with the laws thereof. This Agreement is subject to all valid, applicable federal, state, and local laws, ordinances, and rules and regulations of duly constituted regulatory authorities having jurisdiction.

7. **Amendment** --This Agreement may be amended only upon mutual agreement of the Parties, which amendment will not be effective until reduced to writing and executed by the Parties. But changes to applicable PUCT Substantive Rules and Company's Retail Delivery Tariff are applicable to this Agreement upon their effective date and do not require an amendment of this Agreement.

8. **Entirety of Agreement and Prior Agreements Superseded** -- This Agreement, including all attached Exhibits, which are expressly made a part hereof for all purposes, constitutes the entire agreement and understanding between the Parties with regard to the service(s) expressly provided for in this Agreement. The Parties are not bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof not set forth or provided for herein. This Agreement replaces all prior agreements and undertakings, oral or written, between the Parties with regard to the subject matter hereof, including without limitation N/A , and all such agreements and undertakings are agreed by the Parties to no longer be of any force or effect. It is expressly acknowledged that the Parties may have other agreements covering other services not expressly provided for herein, which agreements are unaffected by this Agreement.

9. **Notices** -- Notices given under this Agreement are deemed to have been duly delivered if hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, to:

(a) If to Company:
Oncor Electric Delivery
Ryan Kreuzer
3620 Franklin Ave
Waco, Texas 76710

(b) If to Customer:
Williamson County
County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

The above-listed names, titles, and addresses of either Party may be changed by written notification to the other.

10. **Invoicing and Payment** – Invoices for any discretionary services covered by this Agreement will be mailed by Company to the following address (or such other address directed in writing by Customer), unless Customer is capable of receiving electronic invoicing from Company, in which case Company is entitled to transmit electronic invoices to Customer.

Williamson County
County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

If Company transmits electronic invoices to Customer, Customer must make payment to Company by electronic funds transfer. Electronic invoicing and payment by electronic funds transfer will be conducted in accordance with Company's standard procedures. Company must receive payment pursuant to the requirements of the Prompt Payment Act, Chapter 2251 of the Texas Government Code.

11. **No Waiver** -- The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered to waive the obligations, rights, or duties imposed upon the Parties.

12. **Taxes** -- All present or future federal, state, municipal, or other lawful taxes (other than federal income taxes) applicable by reason of any service performed by Company, or any compensation paid to Company, hereunder must be paid by Customer.

13. **Headings** -- The descriptive headings of the various articles and sections of this Agreement have been inserted for convenience of reference only and are to be afforded no significance in the interpretation or construction of this Agreement.

14. **Multiple Counterparts** -- This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

15. **Disclosure of Underground Facilities –** Customer has disclosed to Company all underground facilities owned by Customer or any other party that is not a public utility or governmental entity, that are located within real property owned by Customer. In the event that Customer has failed to do so, or in the event of the existence of such facilities of which Customer has no knowledge, Company, its agents and contractors, shall have no liability, of any nature whatsoever, to Customer, or Customer's agents or assignees, for any actual or consequential damages resulting directly or indirectly from damage to such undisclosed or unknown facilities.

16. Prohibition on Agreements with Certain Foreign-Owned Companies in Connection with Critical Infrastructure -- Customer represents and warrants that it does not meet any of the ownership, control, or headquarters criteria listed in Lone Star Infrastructure Protection Act, Chapter 113 of the Texas Business and Commerce Code, as added by Act of June 18, 2021, 87th Leg., R.S., Ch. 975 (S.B. 2116) (relating to China, Iran, North Korea, Russia, and any other country designated by the Texas governor as a threat to critical infrastructure).

17. **Other Terms and Conditions** --

(a) Company agrees that invoices for the work performed hereunder shall be sent to Customer at the address in Paragraph 10 above in a form reasonably acceptable to Customer's auditor upon completion by Company and acceptance by Customer, which acceptance shall not be unreasonably withheld, of the discretionary services described herein.

(b) After reasonable investigation and to the best of its current knowledge Customer has disclosed to Company all underground facilities owned by Customer or any other party that is not a public utility or governmental entity, that are located within real property owned by Customer. In the event that Customer has failed to do so, or in the event of the existence of such facilities of which Customer has no knowledge, Company, its agents and contractors, shall have no liability, of any nature whatsoever, to Customer, or Customer's agents or assignees, for any actual or consequential damages resulting from damage to such undisclosed or unknown facilities, unless arising from Company's gross negligence.

(c) Company shall use good faith efforts under its Tariff for Retail Delivery Service and in accordance with Good Utility Practice to complete the described services in compliance with the plans and specifications as shown in Exhibit "A" ,contingent upon weather, force majeure or other unforeseen circumstances.

(d) Billing Amount: $53,784.97 which includes full reimbursement for all of Company's costs, including applicable taxes. Parties agree that no additional taxes will be added to the billing amount above and beyond Company's full costs.

(e) The following Exhibits are attached to this Agreement (select as applicable):

Exhibit "A"—Plans, Specifications and Estimated Costs
Exhibit "B"—Eligibility Ratio
Exhibit "C"---Betterment Calculation and Estimates
Exhibit "D"---Proof of Property Interest

IN WITNESS WHEREOF, the Parties have caused this Agreement to be sign by their respective duly authorized representatives.

ONCOR ELECTRIC DELIVERY COMPANY, LLC

BY: Ryan Kreuzer

TITLE: Utility Designer

DATE: 2/18/2025

WILLIAMSON COUNTY

BY: Bill Gravell, Jr.

TITLE: County Judge

DATE:

Statement of Charges

PO Box 910104
Dallas TX 75391-0104

KREUZER, RYAN
254-405-7439
UA9A@oncor.com

Date: 02/18/2025
Project No: 22566668
Transaction ID: 3835

Bill To:
Williamson County
County Auditor
710 S Main St, Ste 101
Georgetown, TX 78626

Project Location
Street Address:
10589 FM 1660
City: HUTTO
County: WILLIAMSON

Billing Description	Amount Due
CIAC Bill for work order 22566668	$53,784.97
Price quoted is valid for thirty (30) days from the date of this document.	$53,784.97

Remittance Options:

Check Instructions

Make all checks payable to Oncor Electric Delivery Company, LLC

Please put the Transaction ID & Project No. in the Check Memo

Electronic Funds Transfer / EFT Instructions

JP Morgan Chase Bank / Dallas

Account Number 08806169791

Routing Numbers

ABA: 021-000-021 (Wire Transfer)

ABA: 111-000-614 (ACH payments)

Federal Tax ID: 75-2967830

If an EFT is made please have your financial institution include the tracking number

Also, email Confirmation number and transfer date to UCYL@oncor.com

THANK YOU FOR YOUR BUSINESS!

REMITTANCE SLIP

Detach this portion of the invoice to accompany payment and mail it with your check

Checks are to be made payable to **Oncor Electric Delivery Company, LLC**

Please retain the above statement for your records

Remit To

Oncor Electric Delivery Company, LLC
Attn: HARRIS, JENNIFER; KREUZER, RYAN
PO Box 910104
Dallas TX 75391-0104

Customer Name

Williamson County

Project Number: 22566668

Transaction ID: 3835

Total Amount Paid:

$53,784.97

Attachment A

Plans, Specifications, and Estimated Costs

Plans:

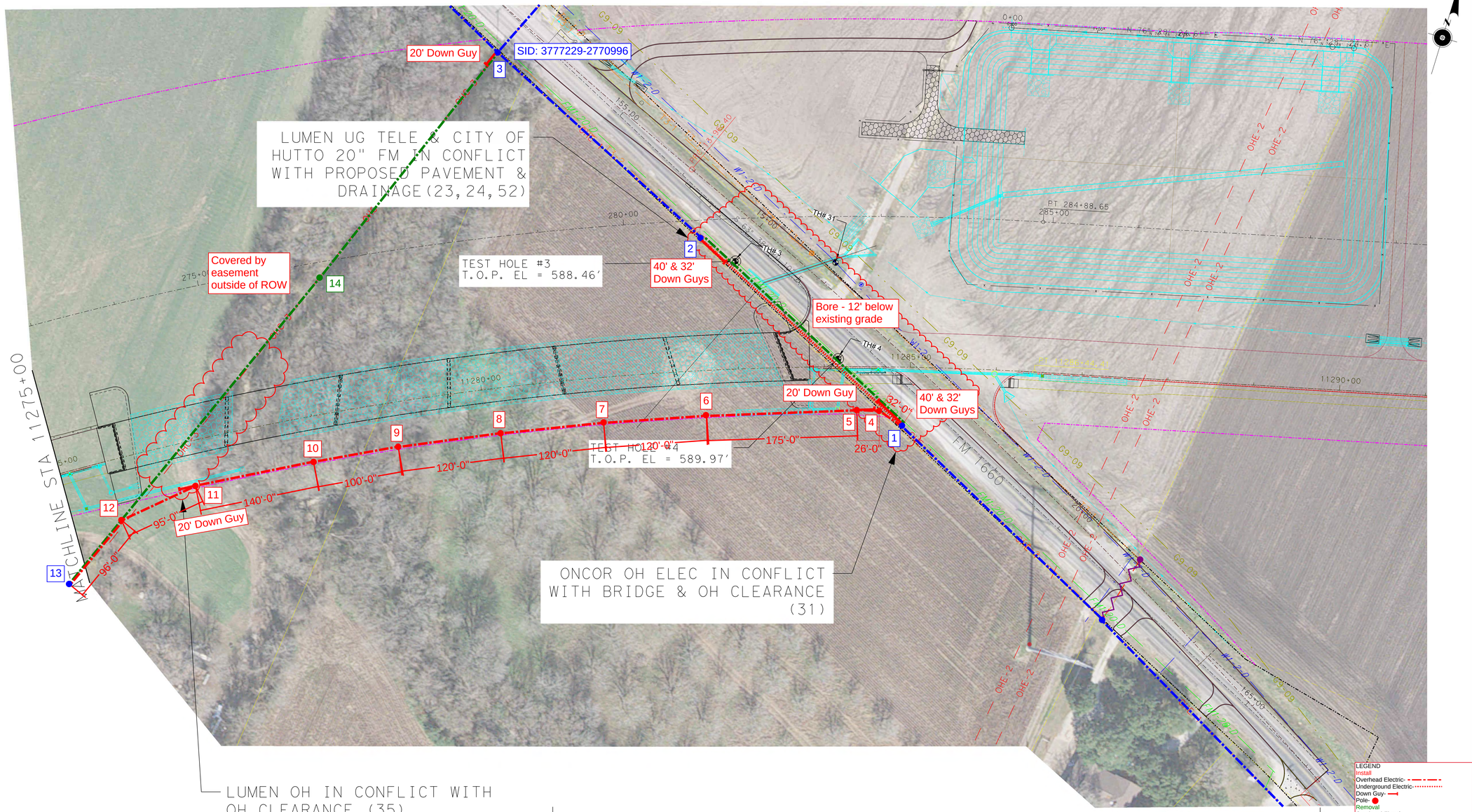
Next page in document

Reimbursable Estimated Costs:

Material - $17,298.45

Labor - $36,486.52

Total - $53,784.97



0 50' 100'

SCALE: 1"=50'

LEGEND

- PROPOSED ROW
- EXISTING ROW
- PROPOSED ROADWAY
- ULTIMATE ROADWAY
- EASEMENTS
- PROPERTY LINES
- PROPOSED DRAINAGE
- PROPOSED WASTEWATER
- PROPOSED FENCE
- ACCESS ROAD
- ABANDONED LINE

EXISTING UTILITIES

LVL B	LVL C/D	
OHE-1	OHE-1	OVERHEAD UTILITIES:
OHE-2	OHE-2	ONCOR GUY WIRE
OHT-2	OHT-2	ONCOR DISTRIBUTION
OHET-1	OHET-1	ONCOR TRANSMISSION
OHETC-7	OHETC-7	LUMEN
		ONCOR/CHARTER
OHETC-6	OHETC-6	ONCOR/CHARTER/
OHET-2	OHET-2	LUMEN/SUDDENLINK
		ONCOR/LUMEN/SUDDENLINK
		ONCOR/LUMEN
T1-1	T1-1-0	TELECOMMUNICATIONS:
T2-1	T2-1-0	AT&T
T3-1	T3-1-0	CHARTER
		LUMEN
G1-20	G1-20-0	GAS:
G1-30	G1-30-0	ATMOS 20" GAS
G	G6-16-0	ATMOS 30" GAS
X	X6-16-0	FLINT HILLS 16" GAS
		TO BE ABANDONED,
G3-03	G9-09	FLINT HILLS 16" GAS
G3-04	G3-4-0	ENTERPRISE 3" GAS, ABANDONED
		ENTERPRISE 4.5" GAS
	G3-24-0	ENTERPRISE 14" GAS
		ENTERPRISE 24" GAS
FM1-20	FM1-20-0	SANITARY SEWER:
		CITY OF HUTTO 20" FM
W1-2	W1-2-0	WATER:
W1-3	W1-3-0	JONAH 2"
W1-4	W1-4-0	JONAH 3"
W1-3	W1-3-0	JONAH 4"
W1-4	W1-4-0	TO BE ABANDONED JONAH 3"
W3-2	W3-2-0	TO BE ABANDONED JONAH 4"
W3-4	W3-4-0	MANVILLE 2"
		MANVILLE 4"

PROPOSED UTILITIES

- PROPOSED JONAH WATER*
- PROPOSED FHR PIPELINE*
- PROPOSED ONCOR OH ELECTRIC*
- WW2-36 PROPOSED CITY OF HUTTO 36" WW
- WW2-48 PROPOSED CITY OF HUTTO 48" WW
- WW2-52 PROPOSED CITY OF HUTTO 52" WW

*UTILITIES RELOCATING WITH FM 3349 PROJECT

QUALITY LEVELS

Quality Level 'D'- Existing Records: Utilities are plotted from review of available records.
Quality Level 'C'- Surface Visible Feature Survey: Quality Level 'D' information from existing records is correlated with surveyed surface-visible features.
Quality Level 'B'- Designate: Two-dimensional horizontal mapping.This information is obtained through the application and interpretation of appropriate non-destructive surface geophysical methods. Utility indications are referenced to appropriate survey control. Utility exhibits are for information only.

LEGEND
Install
Overhead Electric-
Underground Electric-
Down Guy-
Pole-
Removal
Overhead Electric-
Underground Electric-
Down guy-
Pole-
Remain In Place/Transfer To New Pole
Overhead Electric-
Underground Electric-
Down Guy-
Pole-
Foreign Owned
Pole-
No Oncor Facilities Overhead -

WILLIAMSON COUNTY 1848

CobbFendley
TBPELS Firm Registration No. F-274
505 East Huntland Drive, Suite 100
Austin, Texas 78752
512.834.9798 | fax 512.832.7727 | www.cobbfendley.com

SOUTHEAST LOOP SEGMENT 2 PHASE 1 100% CONFLICT EXHIBIT

DESIGN BY:	SG	SCALE: HORIZONTAL: 1"=50'
DRAWN BY:	SG	
CHECKED BY:	EK	
APPROVED BY:	SK	
PROJECT NO:	1903-099-07	
DATE:	8/11/2023	SHEET: 4 OF 8

G:\CFA\2019\03099.Williamson*County*Corridors\01\DESIGN\Southeast*Loop*PH2\Southeast-Loop*PH2*UC*RP_4.dgn

Attachment B

Eligibility Ratio

☐ On State and local projects, Texas Transportation Code section 203.092 provides that utility reimbursement for facility relocation is dependent upon whether the utility possesses a valid property interest. See Attachment "E" for proof of property interest, which is established at 100% eligible.

☒ Eligibility Ratio Calculation attached

Values below derived from estimation software totals on a per work station basis as numbered on the construction print:

Total Project Costs:
Material - $ 52,035.42
Labor - $ 96,916.75
Total - $148,952.17

Eligibility is established at ~36.11% based on a per station basis as noted.

Non-Reimbursable Costs
(Work Within ROW - Stations 1-3)
Material - $34,736.97
Labor - $60,430.23
Total - $95,167.20

Reimbursable Costs
(Work Covered by Easement - Stations 4-14)
Material - $17,298.45
Labor - $36,486.52
Total - $53,784.97

Attachment C

Betterment Calculation and Estimates

☒ **Betterment does not exist in this agreement.**

☐ **Betterment Calculation attached.**

Attachment D

Proof of Property Interest

JOHN MELBER TO RIGHT OF WAY EASEMENT TEXAS POWER & LIGHT CO.

02383

THE STATE OF TEXAS,)
(KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON.)

That I, John Melber, and of Williamson County, Texas, for and in consideration of the advantages which will accrue to me (us) by the construction of the electric transmission and/or distribution line hereinafter described, have granted, sold and conveyed and by these presents do grant, sell and convey unto Texas Power & Light Company an easement and right of way for an electric transmission and/or distribution line, consisting of variable numbers of wires, and all necessary or desirable appurtenances (including poles made of wood, metal or other materials, telephone and telegraph wires, props and guys), at or near the location and along the general course now located and staked out by the said Company, over, across and upon the following described lands located in Williamson County, Texas, to-wit:

BEING a description of the Texas Power and Light Company's Hutto Rural Distribution Extension to serve Norman's Crossing, (Project No. 612) as now surveyed and located across the land of John Melber, in the J Hickman Survey, Abstract 291,

Unofficial Document

Williamson County, Texas.

BEGINNING at a point in the southwest R/W line of a county road. Said point being located 60 feet, more or less, northwest of the intersection of said R/W line with the property line, running north and south, dividing the land of John Melber, and Gean Gainer; THENCE in a southwesterly direction for a distance of 800 feet, more or less, to a T P & L Co distribution pole, at survey station 8 plus 75. Said distribution pole being located 100 feet, more or less, northwest of a residence occupied by Herman Melber.

The above described property constitutes no part of my homestead.

Not more than 2 poles, 0 stubs, and 1 guys shall be erected along the course of said line.

TOGETHER with the right of ingress and egress over my (our) adjacent lands to or from said right of way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wires on, maintaining and removing said lines and appurtenances; the right to re-locate the lines in the same relative position to the adjacent road if and as widened in the future; the right to remove from said land all trees and parts thereof, or other obstructions, which endanger or may interfere with the efficiency of said lines or their appurtenances.

TO HAVE AND TO HOLD the above described easement and rights unto the said Company, its successors and assigns, until said line shall be abandoned.

And I(we) do hereby bind myself (ourselves), my (our) heirs and legal representatives to warrant and forever defend all and singular the above described easement and rights unto the said Company, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS my hand this 26 day of August 1936.

JOHN MELBER

THE STATE OF TEXAS,)
COUNTY OF WILLIAMSON.)

BEFORE ME, J R Owen, a Notary Public in and for Williamson County, Texas, on this day personally appeared John Melber known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 26th day of August A D 1936.

(L S)

J R OWEN Notary Public
Williamson County, Texas.

Filed for record October 16, 1936, at 8 o'clock A.M.
Recorded November 10, 1936, at 3:25 o'clock P.M.

D L NOBLE, Clerk, County Court
Williamson County, Texas.

BY Elizabeth Goerner Deputy.

Unofficial Document

Commissioners Court - Regular Session **31.**

Meeting Date: 03/04/2025

LJA Corridor A2 Schematic PSA Amendment #01

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Contract Amendment No. 1 to the Corridor A2 Schematic contract between Williamson County and LJA Engineering, Inc. relating to the LTP Corridor Program. Project: P628 Fund Source: LTP Corridor

Background

This Contract Amendment No. 1 amends the Exhibit D - Rate Schedule in the Master Contract to add a new sub-consultant, LJA Survey, to complete the scoped work in the contract.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

LJA-CorridorA2(Schematic)-PSAAmendment01

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	02/27/2025 11:53 AM
Form Started By: Marie Walters		Started On: 02/26/2025 10:52 PM
Final Approval Date: 02/27/2025		

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

This Contract Amendment No. 1 to Williamson County Contract for Engineering Services ("Amendment No. 1") is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and LJA Engineering (the "Engineer").

RECITALS

WHEREAS, the County and the Engineer previously executed that certain Contract for Engineering Services (the "Contract"), being dated effective August 17, 2023, wherein Engineer agreed to perform certain professional engineering services in connection with the Corridor A2 ("Project");

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

AGREEMENT

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

I. Amendment to Exhibit D - Rate Schedule

County and Engineer hereby agree the Rate Schedule attached hereto as Attachment 1 shall supplant and replace the current Rate Schedule and become effective as of the last party's execution below.

II. Terms of Contract Control and Extent of Amendment No. 1

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

III. IN WITNESS WHEREOF, the County and the Engineer have executed this Amendment No. 1, in duplicate, to be effective as of the date of the last party's execution below.

Engineer:	**COUNTY:**
LJA Engineering	**Williamson County, Texas**
By: _____	By: _____
Printed Name: Derek Bohls, PE	Printed Name: _____
Title: Vice President	Title: _____
Date: February 19, 2025	Date: _____ ____, 20____

APPROVED
By Christen Eschberger at 11:25 am, Feb 27, 2025

Attachment 1

EXHIBIT D - RATE SCHEDULE

LJA Survey	
SURVEY	
CLASSIFICATIONS	**RATE PER HOUR**
Principal RPLS	$240.00
Sr. Project Manager/RPLS	$220.00
Project Manager/RPLS	$185.00
Sr. Project Surveyor	$160.00
Project Surveyor	$139.00
Survey Technician	$115.00
Survey Draftsman	$95.00
One-Man Survey Crew	$137.00
Two-Man Survey Crew	$175.00
Three-Man Survey Crew	$209.00
Abstractor	$78.00
Clerical	$75.00

New Surveyor to replace SurvWest.

2023 LJA ENGINEERING RATES	
Postion	**Rate ($/hr)**
Project Principal	$290.00
Senior Project Manager	$270.00
Project Manager	$250.00
Quality Manager	$240.00
Senior Engineer (15+ yrs)	$235.00
Project Engineer (10-15 yrs)	$190.00
Design Engineer (5-10 yrs)	$170.00
Graduate Engineer	$145.00
Senior Designer	$155.00
Designer	$120.00
Engineer-in-Training	$145.00
Senior Structural Engineer	$235.00
Structural Engineer	$210.00
Senior Engineering Technician	$155.00
Senior CADD Operator	$140.00
CADD Technician	$110.00
Project Representative	$130.00
Utility Coordinator	$140.00
Senior Utility Coordinator	$170.00
GIS Analyst/Cartography	$140.00
GIS Technician	$125.00
Admin	$85.00

Approved PSA 8/17/2023
No Change

EXHIBIT D - RATE SCHEDULE

IEA, Inc. 13809 Research Blvd. Suite 812 Austin, TX 78750	
Submitted to: Williamson County **REQUEST FOR TITLE AND HOURLY RATE APPROVAL FORM** Submitted July 24, 2023	
Titles / Minimum Experience	**Loaded Hourly Rate**
Administrative Specialist I (4-8 yrs)	$ 98.96
Administrative Specialist II (8-12 yrs)	$ 120.26
Administrative Supervisor II (8-12 yrs)	$ 129.37
CADD Technician III (10-15 yrs)	$ 138.72
Supervisory CADD III (12-15 yrs)	$ 145.44
Supervisory CADD IV (15-20 yrs)	$ 168.05
Engineering Technician I (1-5 yrs)	$ 89.52
Engineering Technician II (5-10 yrs)	$ 109.28
Engineering Technician III (10-15 yrs)	$ 138.72
Engineering Associate I (0-5 yrs)	$ 109.04
Engineering Associate II (5-10 yrs)	$ 116.27
Engineer in Training I (0-5 yrs)	$ 111.97
Engineer in Training II (5-10 yrs)	$ 124.17
Professional Engineer I (4-8 yrs)	$ 148.95
Professional Engineer II (8 -10 yrs)	$ 169.38
Professional Engineer III (10-15 yrs)	$ 199.79
Professional Engineer IV (15-20 yrs)	$ 234.87
Professional Engineer V (20-25 yrs)	$ 283.23
Professional Engineer VI (25+ yrs)	$ 317.76
Supervisory Engineer II (10-12 yrs)	$ 253.14
Supervisory Engineer III (12-15 yrs)	$ 272.36
Supervisory Engineer IV (15-20 yrs)	$ 290.52
Managing Engineer III (12-15 yrs)	$ 287.49
Managing Engineer IV (15-20 yrs)	$ 313.91
Managing Engineer V (20-25 yrs)	$ 334.40

EXHIBIT D - RATE SCHEDULE

SWCA Labor Categories and Billing Rates 2023

Labor Categories	Rates
Subject Matter Expert IV	$ 279.00
Subject Matter Expert III	$ 255.00
Subject Matter Expert II	$ 230.00
Subject Matter Expert I	$ 219.00
Specialist XII	$ 215.00
Specialist XI	$ 197.00
Specialist X	$ 180.00
Specialist IX	$ 161.00
Specialist VIII	$ 150.00
Specialist VII	$ 140.00
Specialist VI	$ 130.00
Specialist V	$ 117.00
Specialist IV	$ 107.00
Specialist III	$ 97.00
Specialist II	$ 85.00
Specialist I	$ 72.00
Technician II	$ 60.00

EXHIBIT D - RATE SCHEDULE

2023 LJA ENGINEERING OVERHEAD DIRECT EXPENSES		
Overnight Mail - oversized box	each	$100.00
Materials and Shipping	per package	$100.00
Courier Services	each	$45.00
Photocopies B/W (11" X 17")	each	$0.25
Photocopies B/W (8 1/2" X 11")	each	$0.15
Photocopies Color (11" X 17")	each	$1.25
Photocopies Color (8 1/2" X 11")	each	$1.00
Digital Ortho Plotting	sheet	$3.00
Plots (B/W on Bond)	per sq. ft.	$1.00
Plots (Color on Bond)	per sq. ft.	$1.75
Plots (Color on Photographic Paper)	per sq. ft.	$5.00
Color Graphics on Foam Board	square foot	$20.00
Presentation Boards 30" X 40" Color	each	$100.00
Presentation Boards 48" X 60" Color	each	$175.00
Report Printing	each	$80.00
Report Binding and tabbing	each	$10.00
Notebooks	each	$10.00
CDs	each	$3.00
1 TB External Hard Drive	each	$65.00
USB Flash Drive (up to 32 GB)	each	$10.00
4" X 6" Digital Color Print	picture	$0.50

Commissioners Court - Regular Session **32.**

Meeting Date: 03/04/2025

CR 305 RS&H PSA Amendment #01

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Contract Amendment No. 1 to the CR 305 contract between Williamson County and RS&H, Inc. relating to the 2023 Road Bond Program. Project: P686 Fund Source: Road Bonds

Background

This Contract Amendment No. 1 amends the Exhibit D - Rate Schedule in the Master Contract to add a new work category, organics content, under sub-consultant Raba-Kistner, Inc.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CR305-RSH-PSAAmendment01

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	02/27/2025 11:56 AM
Form Started By: Marie Walters		Started On: 02/27/2025
Final Approval Date: 02/27/2025		

Docusign Envelope ID: B253E95F-8ACC-4C56-97DB-0591803E2C6D

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

This Contract Amendment No. 1 to Williamson County Contract for Engineering Services ("Amendment No. 1") is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and RS&H, Inc. (the "Engineer").

RECITALS

WHEREAS, the County and the Engineer previously executed that certain Contract for Engineering Services (the "Contract"), being dated effective March 19, 2024, wherein Engineer agreed to perform certain professional engineering services in connection with the **WilCo 2023 Bond – CR 305** ("Project");

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

AGREEMENT

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

I. Amendment to Exhibit D - Rate Schedule

County and Engineer hereby agree the Rate Schedule attached hereto as Attachment 1 shall supplant and replace the current Rate Schedule and become effective as of the last party's execution below.

II. Terms of Contract Control and Extent of Amendment No. 1

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

Docusign Envelope ID: B253E95F-8ACC-4C56-97DB-0591803E2C6D

III. IN WITNESS WHEREOF, the County and the Engineer have executed this Amendment No. 1, in duplicate, to be effective as of the date of the last party's execution below.

Engineer:	**COUNTY:**
RS&H, Inc.	**Williamson County, Texas**
By: DocuSigned by: 9450CB824CA047D...	By: _____
Printed Name: Steve M. Creamer, PE, ENV SP	Printed Name: _____
Title: Senior Vice President	Title: _____
Date: January 7, 2025	Date: _____ ____, 20____

APPROVED
By Christen Eschberger at 11:27 am, Feb 27, 2025

Docusign Envelope ID: B253E95F-8ACC-4C56-97DB-0591803E2C6D

Attachment 1

Docusign Envelope ID: B253E95F-8ACC-4C56-97DB-0591803E2C6D

EXHIBIT D - RATE SCHEDULE

Approved PSA
3/19/2024

RS&H, Inc. Wilco CR 305	
CLASSIFICATION	**RATE SCHEDULE IN PSA EXHIBIT D (per hour)**
Project Principal	$ 310.00
Project Manager	$ 295.00
Sr. QC Reviewer	$ 290.00
Senior Project Engineer	$ 275.00
Project Engineer	$ 200.00
Design Engineer	$ 170.00
Jr. Engineer	$ 145.00
EIT	$ 118.00
Senior GIS Technician	$ 180.00
Sr Engineer Technician	$ 167.00
CADD Operator	$ 90.00
Senior Env Project Manager	$ 204.00
Senior Env Planner	$ 185.00
Env Scientist	$ 100.00
Admin/Clerical	$ 110.00
Sr. Structural Engineer	$ 290.00
Structural Engineer	$ 215.00
Jr. Structural Engineer	$ 155.00
Sr. Drainage Engineer	$ 200.00
Traffic Engineer	$ 181.00

Revised 1/2/2025

Docusign Envelope ID: B253E95F-8ACC-4C56-97DB-0591803E2C6D

EXHIBIT D - RATE SCHEDULE

Approved PSA
3/19/2024

AG3 Group, LLC Wilco CR 305	
CLASSIFICATION	**RATE SCHEDULE IN PSA EXHIBIT D (per hour)**
Survey RPLS Task Leader	$ 255.00
Survey RPLS Senior	$ 150.00
Surveyor-In-Training	$ 115.00
Survey Technician	$ 95.00
Project Coordinator--Lidar	$ 155.00
Lidar Processing Technician	$ 105.00
Field Coordinator	$ 95.00
Admin/Clerical	$ 75.00
1 Person Survey Crew	$ 125.00
2 Person Survey Crew	$ 175.00
3 Person Survey Crew	$ 205.00
DIRECT EXPENSES	
UAS Lidar/Photogrammetry System	$2500/day
Terrestrial Laser Scanner	$130/hour
Ground Target	$30/each
Survey Control Monutment (poured)	$300/each

Revised 1/2/2025

Docusign Envelope ID: B253E95F-8ACC-4C56-97DB-0591803E2C6D

EXHIBIT D - RATE SCHEDULE

Approved PSA
3/19/2024

Altura Solutions, LLC Wilco CR 305	
	RATE SCHEDULE IN PSA EXHIBIT D (per hour)
Sr. Accessibility Specialist	$ 251.64
Accessibility Specialist	$ 115.51
Admin/Clerical	$ 88.30

Docusign Envelope ID: B253E95F-8ACC-4C56-97DB-0591803E2C6D

EXHIBIT D - RATE SCHEDULE

Approved PSA
3/19/2024

EDGE Engineering, PLLC Wilco CR 305	
CLASSIFICATION	**RATE SCHEDULE IN PSA EXHIBIT D (per hour)**
Project Manager	$ 300.00
Sr. QC Reviewer	$ 290.00
Senior Project Engineer	$ 260.00
Project Engineer	$ 200.00
Design Engineer	$ 165.00
EIT	$ 125.00
Senior GIS Technician	$ 180.00
Sr Engineer Technician	$ 140.00
CADD Operator	$ 125.00
Admin/Clerical	$ 100.00
Sr. Drainage Engineer	$ 260.00

Revised 1/2/2025

Docusign Envelope ID: B253E95F-8ACC-4C56-97DB-0591803E2C6D

EXHIBIT D - RATE SCHEDULE

Approved PSA
3/19/2024

HDR Engineering Inc. Wilco CR 305	
CLASSIFICATION	**RATE SCHEDULE IN PSA EXHIBIT D (per hour)**
Principal-in-charge	$ 398.00
Project Manager	$ 341.00
Sr. QC Reviewer	$ 342.00
Senior Project Engineer	$ 273.00
Project Engineer	$ 181.00
Design Engineer	$ 160.00
EIT	$ 131.00
Admin/Clerical	$ 98.00
Sr. Structural Engineer	$ 300.00
Structural Engineer II	$ 269.00
Structural Engineer I	$ 211.00
Senior CADD Technician	$ 190.00
CADD Technician	$ 130.00

Docusign Envelope ID: B253E95F-8ACC-4C56-97DB-0591803E2C6D

EXHIBIT D- RATE SCHEDULE

Approved PSA
3/19/2024

Hicks & Company Enironmental/Archeoligical Consultants Wilco CR 305	
CLASSIFICATION	**RATE SCHEDULE IN PSA EXHIBIT D (per hour)**
Sr. Project Manager	$ 190.64
Sr. Environmental Planner	$ 164.45
Sr. Environmental Scientist	$ 147.47
Sr. Environmental Specialist	$ 143.82
Environmental Planner IV	$ 138.61
Environmental Scientist IV	$ 131.25
Environmental Specialist IV	$ 123.36
Environmental Scientist III	$ 111.44
Environmental Specialist III	$ 104.43
Environmental Specialist II	$ 100.93
Environmental Specialist I	$ 91.83
Admin/Clerical	$ 85.00
DIRECT EXPENSES	
Regulatory Database Search	$700/ea
Dosimeter Rental	$100/ea

Revised 1/2/2025

Docusign Envelope ID: B253E95F-8ACC-4C56-97DB-0591803E2C6D

EXHIBIT D - RATE SCHEDULE

Approved PSA
3/19/2024

Raba Kistner, Inc. Wilco CR 305	
Project Manager	$ 204.10
Sr. QC Reviewer	$ 255.00
Senior Project Engineer	$ 233.58
Project Engineer	$ 159.12
Design Engineer	$ 182.03
EIT	$ 146.07
Geotechnical Logger	$ 119.02
Senior Geotech Technician	$ 91.80
Geotech Technician	$ 77.22
Geotech Laboratory Technician	$ 82.74
Geologist	$ 154.02
Senior GIS Technician	$ 110.16
CADD Technician	$ 104.81
Administrative Coordinator	$ 71.40
DIRECT EXPENSES	
FIELD OPERATIONS	
Mobilization of drill rig	$ 600.00 each
Logger Truck	$ 68.01 per day
3 in. Thin wall Shelby Tube sampling	$ 24.40 per ft
Hollow Stem Drilling	$ 30.89 per ft
NX Rock Coring (shale)	$ 40.31 per ft
NX Rock Coring (limestone)	$ 53.04 per ft
Standard Penetration Testing (SPT)	$ 29.92 per test
TCP with intermittent sampling	$ 32.88 per test
Bentonite Backfill	$ 7.00 per ft
Standard Pavement Coring	$ 93.05 each
Concrete/AC patch	$ 79.38 each
Standby (setup time and cleanup)	$ 284.29 per hr
Brush Clearing	$3,200/day
LABORATORY TESTING	
Atterberg Limits	$ 125.84 each
Moisture Content	$ 16.65 each
Sieve Analysis (passing No. 200)	$ 70.75 each
Sieve Analysis (passing No. 4, 40, 200)	$ 120.04 each
Sulfate Testing	$ 125.12 each
Organics Content	$ 125.12 each
Unconfined Compression (Soil)	$ 60.06 each
Unconfined Compression (Rock)	$ 75.46 each
Direct Shear	$ 650.18 each
Consolidated Undrained (CU) Triaxial Comp Test	$ 1,925 each
Lime Series (Tex-121-E Part III)	$ 452.33 each
Moisture Density Relationship (TEX-114-E)	$ 350.45 each
Texas Triaxial Compression (TEX-117-E)	$ 2,200 each
California Bearing Ratio (ASTM D 1833) includes moisture-density relationship test and 3 test specimens	$ 1,011.05 each
Each additional specimen	$ 220.20 each
OTHER DIRECT EXPENSES	
Utility Locates	$1,500 per day
Traffic Control Services	$2,400 per day

New

Revised 1/2/2025

Commissioners Court - Regular Session **33.**

Meeting Date: 03/04/2025

CR 255 Relocation Claim

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a claim for actual moving expenses with Josh Koenig (Parcel 34) for relocation related to the right of way acquisition on CR 255. Funding Source: TANS P588

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

claim

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	02/27/2025 11:54 AM
Form Started By: Charlie Crossfield		Started On: 02/26/2025 05:05 PM
Final Approval Date: 02/27/2025		

CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information

1. Name of Claimant(s)
Josh Koenig

Parcel No: 34

Project: CR 255

County: Williamson

☐ Residence ☐ Business ☐ Farm ☐ Nonprofit ☐ Sign ☒ **Other, Personal Property**

2. Address of Property Acquired by State:
2601 CR 255
Georgetown, Texas 78633

Claimant's Telephone No.: 512-630-1124

3. Address Moved To:
Remainder
2601 CR 255
Georgetown, Texas 78633

4. Occupancy of Property Acquired by State:
From (Date): 03-31-2020
To (Date of Move): 02-20-2025
☒ Owner/Occupant ☐ Tenant

5. Distance Moved: 50 yards

7. Mover's Name and Address:
Owen Metal Buildings
4809 FM 580E
Kempner, Texas 76539
512-921-1495

6. Controlling Dates	Mo.	Day	Yr.
a. First Offer in Negotiation	06	29	2023
b. Date Property Acquired / Possession	11	01	2024
c. Date Required to Move	01	04	2024

8. Property Storage (attach explanation)
From (Date): To (Date of Move): **N/A**

Place Stored (Name and Address):
N/A

10. Temporary Lodging (attach explanation)
From (Date): To (Date of Move): **N/A**

9. Amount of Claim:

a.	Moving Expenses	$650.00
b.	Reestablishment Expenses	$
c.	Searching Expenses	$
d.	Tangible Property Loss	$
e.	Storage	$
f.	Temporary Lodging	$
g.	**Total Amount**	**$650.00**

11. All amounts shown in Block 9 were necessary and reasonable and are supported by attached receipts. Payment of this claim is requested. I certify that I have not submitted any other claim for, or received reimbursement for, an item of expense in this claim, and that I will not accept reimbursement or compensation from any other source for any item of expense paid pursuant to this claim. I further certify that all property was moved and installed at the address shown in Block 3, above, in accordance with the invoices submitted and agreed terms of the move and that all information submitted herewith or included herein is true and correct.

Claimant

Date of Claim: 2/25/25

Claimant

Spaces Below to be Completed by Williamson County

I certify that I have examined this claim and substantiating documentation attached herewith and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses, and this claim is recommended for payment as follows:

Amount of $650.00

2-26-2025
Date

Relocation Agent

Date

Williamson County Judge

RIGHT OF WAY OF TEXAS, LLC

3411 SAM BASS ROAD, ROUND ROCK, TEXAS 78681
(O) (512) 372.6220

February 26, 2025

TO: Lisa Dworaczyk, Sheets and Crossfield

FROM: Danny Jackson, Right of Way of Texas

SUBJECT: Move Claim Personal Property Address Marker

Williamson County
County Road 255
Parcel 34
Josh Koenig

Forms included with this submission include:

Move Claim Actual Cost Moving
Paid Invoice From Owen Metal Buildings
W-9 Josh Koeing
Certificate of Eligibility
Move Estimate
Replacement Pictures
Vacancy Pictures
Displacement Pictures
90-day relocation letter
30-day relocation letter

REMARKS

This move claim is for the moving of the personal property address marker from parcel 34 on County Road 255.

We have verified that this move is completed and recommend payment.

If you have any questions or need any additional information, please do not hesitate to call me at 512-922-5930.

RECEIPT

OWEN
METAL BUILDINGS

Jim Owen (512) 921-1495
Mike Owen (512) 590-4075
4809 FM 580 E
Kempner, TX 76539

DATE: FEBRUARY 24, 2025

TO:
Josh Koenig
Gtxkoenig94@gmail.com

DESCRIPTION		Total
220' pipe and wire		$3850.00
Moving rock address marker		$650.00
	TOTAL PAID VIA VENMO	**$4500.00**

Thank you for your business!

Verified & Paid
2-24-2025

CERTIFICATION OF ELIGIBILITY

Project: CR 255
Parcel: 34

Displacee: Josh Koenig

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.

Josh Koenig
Claimant

Date: 8/25/25

Claimant

Date:

Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

N/A
Claimant

Date:

RAFTER M UNLIMITED SERVICES
GEORGETOWN, TEXAS

Invoice

Date	Invoice #
2/5/2025	24-276

Move Estimate

P.O. Box 5076
Georgetown, TX 78627
512-818-1669
amyminze@raftermunlimited.com

Bill To

Josh Koenig
2610 CR 255
Georgetown, Texas 78633

PM	Project Address	Project Name
		2610 CR 255

Description	Qty	Rate	Amount
Relocate Address Boulder	1	650.00	650.00

Total	$650.00
Payments/Credits	$0.00
Balance Due	$650.00

Commissioners Court - Regular Session **34.**

Meeting Date: 03/04/2025

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 County-owned real estate containing underground water rights and interests.
b) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (Formerly occupied by WCCHD)
c) Sale of property located at 747 County Rd. 138 Hutto, Texas
d) Discuss Blue Springs Blvd. property
e) Discuss potential sale of the 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	02/27/2025 11:55 AM
Form Started By: Charlie Crossfield		Started On: 02/26/2025 05:08 PM
Final Approval Date: 02/27/2025		

Commissioners Court - Regular Session **35.**

Meeting Date: 03/04/2025

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 the 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

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	02/27/2025 11:55 AM
Form Started By: Charlie Crossfield		Started On: 02/26/2025 05:09 PM
Final Approval Date: 02/27/2025		