NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
Commissioners Courtroom
710 S. Main Street, Georgetown
April 1, 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 – 25)

3. Discuss, consider, and take appropriate action on a line-item transfer for JP2.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100.0452.004190	AUTOPSIES, MED INQUESTS	4500.00
TO	0100.0452.004212	POSTAGE	4500.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.003100	Office Supplies	$6,500.00

To	0100.0570.004350	Printed Materials & Binding	$6500.00

5. Discuss, consider, and take appropriate action on approving property tax refunds over $2,500.00 through 03/27/2025 for the Williamson County Tax Assessor/Collector.

6. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the District Attorney's Office from State Judiciary Apportionment Funds.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.335602	District Atty Sal. Supplement	$7,500.00

7. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the District Attorney's Office from State Judiciary Apportionment Funds.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0440.001940	Apportionment Supplement	$6,063.06
	0100.0440.002010	FICA	$463.82
	0100.0440.002020	Retirement	$973.12

8. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the District Attorney's Office from State Judiciary Apportionment Funds.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.335602	District Atty Sal. Supplement	$7,500.00

9. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the District Attorney's Office from State Judiciary Apportionment Funds.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0440.001940	Apportionment Supplement	$6,063.05

	0100.0440.002010	FICA	$463.83
	0100.0440.002020	Retirement	$973.12

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

11. 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 03.01.24 through 03.26.24.

12. 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 03.01.24 through 03.26.24.

13. Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Trade-In, pursuant to Tx. Local Gov't Code 263.152, for the period of 03/01/2025 through 03/26/2025.

14. Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Auction including One 2009 Vermeer BC 1000XL Brush Chipper, VIN #1813, pursuant to Texas Local Government Code 263.152

15. Discuss, consider, and take appropriate action on approving the Moving Services Contract #2025185 between Williamson County and Central Transportation Systems, Inc. in the amount of $20,400.00 for election equipment moving services pursuant to Cooperative contract #TXMAS 22-96201 and authorizing the execution of this contract.

16. Discuss, consider and take appropriate action on authorizing the appointment of Williamson County Sheriff's Office, ACO Leigh Parsons, to be designated as the Local Rabies Control Authority (LRCA) effective April 1, 2025 for the purposes of the Rabies Control Act of 1981.

17. Discuss, consider, and take appropriate action on approving the Master Service Agreement #2025155, between Williamson County and Straight Arrow Striping, LLC for Parking Lot Services in the not-to-exceed amount of $19,500.00 and authorize execution of the agreement.

18. Discuss, consider, and take appropriate action on approving the Master Service Agreement, #2025178, between Williamson County and TORCH Industrial Services, LLC for Commercial Fabrication and Welding Services in the not-to-exceed amount of $19,500.00 and authorize execution of the agreement.

19. Discuss, consider, and take appropriate action on awarding RFSQ #24RFSQ53 to DBR Engineering Consultants, Inc. for Upgrades to the Expo Center Audiovisual System, in the amount of Fifty-Three Thousand Four Hundred and No/100 Dollars ($53,400.00) and authorize execution of the agreement, funding source is P648.

20. Discuss, consider, and take appropriate action on approving the Master Service Agreement, #2025182, between Williamson County and AquaLogic Water Consulting, LLC for Cooling Tower Water Treatment at the Lake Creek Annex in the not-to-exceed amount of $19,500.00 and authorizing the execution of the agreement.

21. Discuss, consider, and take appropriate action on CR 314 Safety Improvements Supplement No. 3 to Work Authorization No. 7 to the On-Call Land Surveying contract executed May 13, 2024, between Williamson County and Austin Surveying Company, LLC dba Inland Geodetics relating to the 2029 Road Bond Program. Project: P364 Fund Source: Road Bonds

22. Discuss, consider, and take appropriate action to ratify Supplemental Work Authorizations to Fiscal Year 2025 Work Authorizations under the RFP#1812-284 Public Involvement Services Agreement for Infrastructure Projects between Rifeline, LLC. and Williamson County, dated March 26, 2019. The supplementals are to extend the expiration date to July 31, 2025, and allocated the previously approved not-to-exceed increase of $450,000.00 from March 25, 2025, Agenda Item #76.

23. Discuss, consider, and take appropriate action to ratify Supplemental Work Authorizations to Fiscal Year 2025 Work Authorizations under the RFQ#1811-273 for Utility Coordination for the Corridor & Road Bond Programs Infrastructure Projects between Cobb, Fendley & Associates, Inc. and Williamson County, dated July 16, 2019. The supplementals are to extend the expiration date to July 31, 2025, and allocate the previously approved adjusted compensation cap amount of $2,658,100.00 from March 25, 2025, Agenda Item #77.

24. Discuss, consider and take appropriate action on approval of the revised preliminary plat for the Rancho Del Cielo subdivision – Precinct 4.

25. Discuss, consider and take appropriate action on approval of the revised preliminary plat for the Saddleback at Santa Rita Ranch Phase 2 subdivision (revision 3) – Precinct 2.

REGULAR AGENDA

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

27. Discuss, consider and take any necessary action to approve a Notice of Relinquishment of Rights Regarding Disposition After Death of deceased (George Budinsky) who passed away in Williamson County, Texas.

28. Discuss, consider, and take appropriate action on a Proclamation to recognize April as Sexual Assault Awareness Month.

29. Discuss, consider, and take appropriate action on awarding #25RFP14 Jail Pharmaceuticals/Services/Supplies to MAO Pharmacy, Inc. D/B/A Westwood Pharmacy Clinical Services, in the not-to-exceed amount of $981,750.00 and authorize execution of the agreement.

30. Discuss, consider and take appropriate action on a Memorandum of Understanding Concerning Communication and Coordination between Hutto ISD Police Department and the Williamson County Sheriff's Office.

31. Discuss, consider and take appropriate action regarding approval and receipt of the Standard Agreement with Stonewall Ranch Municipal Utility District for off-duty contracting of County Sheriff Deputies to be effective April 1, 2025.

32. Discuss, consider, and take appropriate action on Consent to Contract Assignment from Questica, Ltd (the Assignor) which is requesting consent from Williamson County, Texas ("County") for the assignment and transfer of all its interests, rights, and obligations to Euna Solutions, Inc. (the Assignee) relating to Services Contract #2022238, approved August 16, 2022, under agenda item #31, to provide service hours to update Budget Software, and authorizing the Consent to Assignment.

33. Discuss, consider, and take appropriate action on the approval of the renewal #2 of Contract #2023177 with Fidlar Technologies Inc. for Property Fraud Alert System Annual Maintenance for the term of April 25, 2025 through April 25, 2026 and authorizing the execution of the renewal agreement.

34. Discuss, consider, and take appropriate action on approving a 2019 Road Bond transfer to move $370,000 from P366 (CR 332 Realignment) to P307 (C Bud Stockton Loop Ext).

35. Discuss, consider, and take appropriate action on approving two Long-Range Transportation Plan (LRTP) transfers. The first is to close P584 (Corridor J Segment 1) and move the remaining funds of $385,156.23 to P586 (Corridor J Segment 3). The second is to close P585 (Corridor J Segment 2) and move the remaining funds of $97,750.82 to P586 (Corridor J Segment 3).

36. Discuss, consider, and take appropriate action on approving the following budget allocations from the Long-Range Transportation Plan (LRTP) totaling $7,000,000:

- Move $65,000 to P586 (Corridor J Segment 3).
- Move $120,000 to P600 (Chandler Corridor Segment 2).
- Move $6,815,000 to P457 (LTP ROW).

37. Discuss, consider, and take appropriate action on approving a Road & Bridge budget allocation of $5,000,000 to P457 (LTP ROW).

38. Discuss, consider, and take appropriate action on approving two 2025 CIP transfers. The first is to move $200,000 from P717 (Jail North Roof Replacement) to P540 (Jail Magistrate, Elevator, Chiller). The second is to move $550,000 from P717 (Jail North Roof Replacement) to P611 (Jester Annex HVAC).

39. Discuss, consider, and take appropriate action on approving the Services and Purchase Contract #2025177 for full-service commercial fabrication and welding services on mild steel, stainless, aluminum, brass and copper equipment with TORCH Industrial Services, LLC for Facilities Management in the amount of $1,000.00 and authorize the execution of this agreement.

40. Discuss, consider and take appropriate action on a Utility Easement between Williamson County and City of Georgetown for water service in relation to Wilco HQ (P577).

41. Discuss, consider and take appropriate action on Contract Amendment No 1 under Williamson County Contract for Engineering Services between Alliance Engineering Group, Inc. and Williamson County dated March 19, 2024 for Materials Testing and Geotechnical Engineering Services. Funding source: 01.0200.0210.004160.

42. Discuss, consider and take appropriate action on Work Authorization No 1 in the amount of $172,890.00 to expire on March 31, 2027 under Williamson County Contract for Engineering Services between Alliance Engineering Group, Inc. and Williamson County dated March 19, 2024 for 25IFB9 CR 255 Precinct 3. Funding source: P546.

43. Discuss, consider and take appropriate action on Contract Amendment No 1 under Williamson County Contract for Engineering Services between Kimley-Horn and Associates, Inc. and Williamson County dated March 19, 2024 for Traffic Engineering Services. Funding source: 01.0200.0210.004100.

44. Discuss, consider, and take appropriate action on a Consent and Development Agreement between Williamson County, Terrell Timmermann Farms, LP, and the proposed Coupland Municipal Utility District No. 1.

45. Discuss, consider, and take appropriate action on a Consent and Development Agreement between Williamson County, Sapelo Liberty Hill, LP, and the proposed Williamson County Municipal Utility District No. 61.

46. Discuss, consider, and take appropriate action regarding Change Order No. 22 in the amount of $16,354.80 for Project 22IFB139 FM3349 at US79 (James Construction Group) P: 332 Funding Source: Road Bond.

47. Discuss, consider, and take appropriate action regarding Change Order No. 1 in the amount of $8,547.00 for Project 25IFB6 Bagdad ROW Clearing (Loop 332 to CR 281) (Rotten Apple Services) P: 343 Funding Source: Road Bond.

48. Discuss, consider and take appropriate action on a Supplemental Reimbursement Agreement with MCI Communication Services, LLC for utility relocation related to the East Wilco Highway Segment 3 project. This supplemental increases the reimbursement amount from $110,763.50 to $136,860.74. Funding Source: Road Bonds P332

49. Discuss, consider, and take appropriate action regarding an Antiquities Permit Application to the Texas Historical Commission (THC), required as part of the Due Diligence Environmental Investigation on the Tracey Chambers Lane (Wilco Way) extension project, a Facilities Department project in Commissioner Precinct 3. Project: P640.

50. Discuss, consider, and take appropriate action regarding a Letter of Transfer/Ownership to the Center for Archeological Research (CAR), for archeological collections (records only) obtained as part of the Texas Historical Commission permit process required as part of the Due Diligence Environmental Investigations on the Tracey Chambers Lane (Wilco Way) extension Project, a Facilities Department Project in Commissioner Pct. 3. Project: P640

51. Discuss, consider and take appropriate action on an Interlocal Agreement with the City of Jarrell regarding participation in the design and construction costs related to the CR 305 project. Funding Source: Bonds P686

52. Discuss, consider and take appropriate action on a claim for actual moving expenses with BJ Hogan related to the right of way acquisition on parcel 206. Funding Source LTP P457

53. Discuss, consider and take appropriate action on a real estate contract with Elliot K. Gebbia to acquire 0.0528 AC needed for the E. Wilco Highway construction project. (Parcel 95). Funding Source: Bonds P360

54. Discuss, consider and take appropriate action on a real estate contract with Rio Ranch Texas, LLC, a Texas limited liability company, to acquire fee simple title to 1.364 AC (47P1), Lot 11 Block E (47P2) and Lot 20 Block D (47P3) needed as right of way and easement title to 0.3592 AC (47EP2), 0.0799 AC (47EP3), 0.0871 AC (47EP4), 0.1486 (47EP5), 0.1280 AC (47EP6), 0.0309 AC (47EP7) and 0.0152 AC (47EP8) required for the construction of Ronald Reagan Widening project. Funding Source: Bonds P336

55. Discuss, consider and take appropriate action on a letter agreement with Ellen Dyess for the relocation of fencing located within the right of way needed for the construction of CR 255. Funding Source: TANS P588

56. Discuss, consider and take appropriate action on disbursement instructions related to a 2021 Escrow Agreement with 600 Westinghouse Investments LLC., for the CR 111 project. Funding Source: Bonds P292

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)."

57. Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)

A. Real Estate Owned by Third Parties

Preliminary discussions relating to the proposed or potential purchase or lease of property owned by third parties

a) Discuss the acquisition of real property: Bud Stockton Dr.
b) Discuss the acquisition of real property for CR 143
c) Discuss the acquisition of real property for County Facilities.
d) Discuss the acquisition of real property for CR 255.
e) Discuss the acquisition of real property for SH 195 @ Ronald Reagan.
f) Discuss the acquisition of real property for future SH 29 corridor.
g) Discuss the acquisition of right-of-way for Hero Way.
h) Discuss the acquisition of right-of-way for E. Wilco Highway.

i) Discuss the acquisition of right-of-way for Corridor A-2.
j) Discuss the acquisition of right-of-way for Corridor B
k) Discuss the acquisition of right-of-way for Corridor C.
l) Discuss the acquisition of right-of-way for Corridor D.
m) Discuss the acquisition of right-of-way for Corridor E.
n) Discuss the acquisition of right-of-way for Corridor F
o) Discuss the acquisition of right-of-way for Corridor H
p) Discuss the acquisition of right of way for Corridor J.
q) Discuss the acquisition of right of way for Arterial K.
r) Discuss the acquisition of right of way for Corridor I.
s) Discuss the acquisition of right-of-way for Ronald Reagan Widening.
t) Discuss the acquisition of right-of-way for CR 313.
u) Discuss the acquisition of right of way for Bagdad Road/CR 279.
v) Discuss the acquisition of right of way for CR 314.
w) Discuss the acquisition of real property for the Seward Junction Loop
x) Discuss the acquisition of real property for CR 110N
y) Discuss 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 proposed or potential sale or lease of property owned by the County

a) Discuss County owned real estate containing underground water rights and interests.
b) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (Formerly occupied by WCCHD)
c) Sale of property located 747 County Rd. 138 Hutto, Texas
d) Discuss Blue Springs Blvd. property
e) Discuss potential sale of the Williamson County owned properties within the downtown Georgetown area.
f) Discuss potential sale of a parcel of land located adjacent to the Brushy Creek Regional Trail in Round Rock, Texas.

58. Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:
Business prospect(s) that may locate or expand within Williamson County.

a) Project Skyfall
b) Project Garden
c) Project School Bus
d) Project Lunch Lady
e) Project Sequoia

59. 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

18. Cause No. 25-0488-C425; Williamson County, Siena Municipal Utility District No. 1, and Siena Municipal Utility District No. 2 v. The Cameron County Housing Finance Corporation, In the 425th Judicial District of Williamson County, Texas.

19. Cause No. 25-0456-C368; Ryan Markowski v. The State of Texas, et al.; In the 368th Judicial District Court of Williamson County, Texas.

20. Cause No. 24-2170-C395; Lakeside Apartments Round Rock TX LLC, Enclave Apartments Round Rock TX LLC, Lynd Living Legends Apartments LLC, and Lynd Living Legends at Lakeline Apartments LLC v. Williamson Central Appraisal District, In the 395th Judicial District, Williamson County

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.
4. Legal matters pertaining to rules under 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 matter pertaining to regulation of firearms on Williamson County premises.
6. Legal matters pertaining to the Sheriff's Office Civil Service Commission staffing and

representation.

7. Legal matters relating to amendments to the Williamson County Regional Animal Shelter Agreement and an Agreement Regarding Expansion Construction and Joint Use of the Williamson County Regional Animal Shelter between Williamson County and the City of Georgetown.

8. Legal matters relating to Williamson County ESD No. 9 SUT Election 2024.

60. 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).

61. 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).

62. Interview candidates for the Office of Williamson County Judge and deliberate the appointment, of the Williamson County Judge (Executive Session as per Gov. Code Section 551.074 – Personnel Matters: Deliberate the appointment and evaluation of public officer/department head).

REGULAR AGENDA (continued)

63. Discuss, consider, and take appropriate action on the appointment of the Williamson County Judge to serve until the next general election (Tex. Local Gov't Code §87.041).

64. 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

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10. Civil Action No. 1:23-cv-00759-RP; Derrick Neal v. Williamson County and Cities Health District, et al.; In the United States District Court for the Western District of Texas, Austin Division

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

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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

18. Cause No. 25-0488-C425; Williamson County, Siena Municipal Utility District No. 1, and Siena Municipal Utility District No. 2 v. The Cameron County Housing Finance Corporation, In the 425th Judicial District of Williamson County, Texas.

19. Cause No. 25-0456-C368; Ryan Markowski v. The State of Texas, et al.; In the 368th Judicial District Court of Williamson County, Texas.

20. Cause No. 24-2170-C395; Lakeside Apartments Round Rock TX LLC, Enclave Apartments Round Rock TX LLC, Lynd Living Legends Apartments LLC, and Lynd Living Legends at Lakeline Apartments LLC v. Williamson Central Appraisal District, In the 395th Judicial District, Williamson County

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.
4. Legal matters pertaining to rules under 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 matter pertaining to regulation of firearms on Williamson County premises.
6. Legal matters pertaining to the Sheriff's Office Civil Service Commission staffing and representation.
7. Legal matters relating to amendments to the Williamson County Regional Animal Shelter Agreement and an Agreement Regarding Expansion Construction and Joint Use of the Williamson County Regional Animal Shelter between Williamson County and the City of Georgetown.
8. Legal matters relating to Williamson County ESD No. 9 SUT Election 2024.

65. 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).

66. Comments from Commissioners.

67. 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.

_____
Valerie Covey, Presiding Officer

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 March 2025 at 3:30 P.M. and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session **3.**

Meeting Date: 04/01/2025

Discuss and consider a line-item transfer for JP2.

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

Department: J.P. Pct. #2

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on a line-item transfer for JP2.

Background

With the increased number of cases filed in Justice Court Precinct 2, the original budgeted amount in the line item has been depleted. We need to move the funds to pay for postage.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100.0452.004190	AUTOPSIES, MED INQUESTS	4500.00
TO	0100.0452.004212	POSTAGE	4500.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/26/2025 03:42 PM
Budget Office	Saira Hernandez	03/27/2025 07:36 AM
Form Started By: Melissa East		Started On: 03/24/2025 01:44 PM
Final Approval Date: 03/27/2025		

Commissioners Court - Regular Session **4.**

Meeting Date: 04/01/2025

Line item transfer for the County Sheriff, Corrections Bureau

Submitted For: Matthew Lindemann **Submitted By:** ABIGAIL TAYLOR, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

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

Background

This transfer is being requested to cover the current shortfall in Printed Material.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.003100	Office Supplies	$6,500.00
To	0100.0570.004350	Printed Materials & Binding	$6500.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/27/2025 02:57 PM
Form Started By: ABIGAIL TAYLOR		Started On: 03/27/2025 11:25 AM
Final Approval Date: 03/27/2025		

Commissioners Court - Regular Session **5.**

Meeting Date: 04/01/2025

Property Tax Refunds – Over 2500 – Thru 03/27/2025

Submitted For: Larry Gaddes

Submitted By: Rebecca Bruton, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving property tax refunds over $2,500.00 through 03/27/2025 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

032125-032725 Refunds Over 2500

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/27/2025 09:29 AM
Form Started By: Rebecca Bruton		Started On: 03/27/2025 08:44 AM
Final Approval Date: 03/27/2025		

MISSION STATEMENT

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

Larry Gaddes PCAC, CTA
Tax Assessor/Collector

Date: March 27, 2025

To: Members of the Commissioners Court

From: Larry Gaddes PCAC, CTA

Subject: Property Tax Refunds

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

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

Thank you.

Property Tax
Account QuickReport
As of March 27, 2025

Type	Date	Num	Name	Memo	Amount
Refunds Payable - Taxpayers					
Check	03/21/2025	113008	STEPHEN WM HARDAWAY OR JOYE W HARDAWAY	R380016 - Overpayment	-10,779.57
Total Refunds Payable - Taxpayers					-10,779.57
TOTAL					**-10,779.57**

Commissioners Court - Regular Session **6.**

Meeting Date: 04/01/2025

DA BA Rev 04-01-25

Submitted For: Ganae Hempe **Submitted By:** Ganae Hempe, County Auditor

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the District Attorney's Office from State Judiciary Apportionment Funds.

Background

Apportionment funds are appropriated by the State. These funds are for the period of September through December 2024 and may be used for salaries, travel and expenses of assistant prosecutors, investigators and administrative staff. These funds can be used for certain day-to-day expenses of the office as outlined in Governmental Code Section 46.0031.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.335602	District Atty Sal. Supplement	$7,500.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/26/2025 03:30 PM
Form Started By: Ganae Hempe		Started On: 03/25/2025 03:57 PM
Final Approval Date: 03/26/2025		

Commissioners Court - Regular Session **7.**

Meeting Date: 04/01/2025

DA BA Exp 04-01-25

Submitted For: Ganae Hempe **Submitted By:** Ganae Hempe, County Auditor

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the District Attorney's Office from State Judiciary Apportionment Funds.

Background

Apportionment funds are appropriated by the State. These funds are for the period of September through December 2024 and may be used for salaries, travel and expenses of assistant prosecutors, investigators and administrative staff. These funds can be used for certain day-to-day expenses of the office as outlined in Governmental Code Section 46.0031.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0440.001940	Apportionment Supplement	$6,063.06
	0100.0440.002010	FICA	$463.82
	0100.0440.002020	Retirement	$973.12

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/26/2025 03:36 PM
Form Started By: Ganae Hempe		Started On: 03/25/2025 04:37 PM
Final Approval Date: 03/26/2025		

Commissioners Court - Regular Session **8.**

Meeting Date: 04/01/2025

DA BA Rev 04-01-25

Submitted For: Ganae Hempe **Submitted By:** Ganae Hempe, County Auditor

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the District Attorney's Office from State Judiciary Apportionment Funds.

Background

Apportionment funds are appropriated by the State. These funds are for the period of January through April 2025 and may be used for salaries, travel and expenses of assistant prosecutors, investigators and administrative staff. These funds can be used for certain day-to-day expenses of the office as outlined in Governmental Code Section 46.0031.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.335602	District Atty Sal. Supplement	$7,500.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/26/2025 03:30 PM
Form Started By: Ganae Hempe		Started On: 03/25/2025 04:25 PM
Final Approval Date: 03/26/2025		

Commissioners Court - Regular Session **9.**

Meeting Date: 04/01/2025

DA BA Exp 04-01-25

Submitted For: Ganae Hempe **Submitted By:** Ganae Hempe, County Auditor

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the District Attorney's Office from State Judiciary Apportionment Funds.

Background

Apportionment funds are appropriated by the State. These funds are for the period of January through April 2025 and may be used for salaries, travel and expenses of assistant prosecutors, investigators and administrative staff. These funds can be used for certain day-to-day expenses of the office as outlined in Governmental Code Section 46.0031.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0440.001940	Apportionment Supplement	$6,063.05
	0100.0440.002010	FICA	$463.83
	0100.0440.002020	Retirement	$973.12

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/26/2025 03:36 PM
Form Started By: Ganae Hempe		Started On: 03/25/2025 05:07 PM
Final Approval Date: 03/26/2025		

Commissioners Court - Regular Session **10.**

Meeting Date: 04/01/2025

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

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Allen Frederick	03/27/2025 11:10 AM
County Judge Exec Asst.	Andrea Schiele	03/27/2025 02:54 PM
Form Started By: Kayla Marek		Started On: 03/27/2025 08:25 AM
Final Approval Date: 03/27/2025		

Organization	Position	Emp Num	Current Annual Salary	Merit Amt	Merit %	New Annual Salary	Lump-sum Merit	Pay Proposal Reason	Effective Date of Change
911 Communications	Telecommunications Officer.1744.001100.	16807	$59,010.02	$1,327.73	2.25	$60,337.74	-	MERIT	11-Apr-25
911 Communications	Telecommunications Officer.0136.001100.	17137	$59,010.02	$1,327.73	2.25	$60,337.74	-	MERIT	11-Apr-25
Public Affairs	Communications Specialist.1677.001100.	17230	$65,317.46	$163.29	0.25	$65,480.75	-	MERIT	11-Apr-25
Wilco Pretrial Services	Pretrial Officer.1953.001100.	17297	$50,593.92	$1,517.82	3.00	$52,111.74	-	MERIT	11-Apr-25

				(TO)	(FROM)	
entity	**fund**	**dept**	**object**	**dr**	**cr**	
01	0100	0581	001100	2,655.46		
01	0100	0581	002010	203.14		
01	0100	0581	002020	426.20		
01	0100	8004	001130		2,655.46	
01	0100	8004	002010		203.14	
01	0100	8004	002020		426.20	
01	0100	0406	001100	163.29		
01	0100	0406	001130		163.29	
01	0100	0591	001100	1,517.82		
01	0100	0591	001130		1,517.82	
01	0100	8002	001130	1,728.83		Reverse LIT 3.25.25
01	0100	8002	002010	132.26		Reverse LIT 3.25.25
01	0100	8002	002020	277.48		Reverse LIT 3.25.25
01	0100	0403	001100		1,728.83	Reverse LIT 3.25.25
01	0100	0403	002010		132.26	Reverse LIT 3.25.25
01	0100	0403	002020		277.48	Reverse LIT 3.25.25
01	0385	0385	001100	1,728.83		3.25.25 Merit PCN 0693 & 0684
01	0385	0385	001130		1,728.83	3.25.25 Merit PCN 0693 & 0684

Commissioners Court - Regular Session **11.**

Meeting Date: 04/01/2025

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 03.01.24 through 03.26.24.

Background

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

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Asset for Auction Report

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/26/2025 11:10 AM
County Judge Exec Asst.	Andrea Schiele	03/26/2025 03:37 PM
Form Started By: Koren Shannon		Started On: 03/20/2025 09:04 AM
Final Approval Date: 03/26/2025		

March Asset for Auction | Monthly Report | **Court Date:** 4/1/2025

Williamson County - Assets for Auction

Agenda #: 36426

Item	Serial Number		Quantity	Department
DELL PRECISION 3630 TOWER		253784	1	911 Communications
DELL PRECISION 3630 TOWER		253785	1	911 Communications
Desk chairs	NA		7	911 Communications
Desk chairs	NA		1	911 Communications
Wood, table chairs	NA		2	911 Communications
DELL PRECISION 3630 TOWER	CXL9G73		1	911 Communications
DELL PRECISION 3630 TOWER	CXLIG73		1	911 Communications
Dell Latitude 5511	8VWX793		1	911 Communications
Dell Optiplex 7090	DKXQ2L3		1	911 Communications
box of misc computer acc, cables, etc	na		1	911 Communications
Sony WF-C500 ear buds	NA		1	911 Communications
DELL PRECISION 3630 TOWER	Oracle ID 253784		1	911 Communications
DELL PRECISION 3630 TOWER	Oracle ID 253785		1	911 Communications
Paperwork for 2 laptops already transferred	IG3CHM2		1	District Attorney
Paperwork for 2 laptops already transferred	JJNVJX1		1	District Attorney
Dell Optiplex 7070	FH57773		1	Emergency Med Services
Dell Optiplex 7070	FH58G73		1	Emergency Med Services
Dell Optiplex 7070	FH56G73		1	Emergency Med Services
Dell Optiplex 7070	FH56773		1	Emergency Med Services
Dell Optiplex 7070	FH61773		1	Emergency Med Services
Dell Optiplex 7070	FH68773		1	Emergency Med Services
Optiplex 7070 desktop	FH80773		1	Fleet
DELL LATITUDE 5511	HR3X3F3		1	Health District
DELL LATITUDE 5289	GJMQ4M2		1	Health District
DELL LATITUDE 5300	7TW0PT2		1	Health District
DELL LATITUDE 5511	73DBN53		1	Health District
DELL OPTIPLEX 7010	C280H02		1	Health District

Microsoft Surface GO	002564492851	1	Health District
Dell Optiplex 7010	GQTWX1	1	Health District
DELL LATITUDE 5511	cb1zxd3	1	Health District
DELL LATITUDE 5521	8CF1SG3	1	Health District
DELL LATITUDE 5501	4D6RZY2	1	Health District
Dell Monitor	NA	1	Health District
Microsoft Surface GO	004536392851	1	Health District
Microsoft Surface GO	004893492851	1	Health District
Microsoft Surface GO	004859292851	1	Health District
Microsoft Surface GO	005033392851	1	Health District
Microsoft Surface GO	004834492851	1	Health District
Microsoft Surface GO	00482349251	1	Health District
Microsoft Surface GO	004266392851	1	Health District
Microsoft Surface GO	004537292851	1	Health District
Microsoft Surface GO	005155592851	1	Health District
Microsoft Surface GO	004802792851	1	Health District
DELL LATITUDE 5511	HR3X3F3	1	Health District
DELL LATITUDE 5289	GJMQ4M2	1	Health District
DELL LATITUDE 5300	7TWOPT2	1	Health District
DELL LATITUDE 5511	73DBN53	1	Health District
DELL OPTIPLEX 7070	C230H02	1	Health District
Dell H625cdw MFP	B5FYF62	1	Information Systems
Dell Optiplex 7070	FH72G73	1	Infrastructure Dept
DELL PRECISION 3630 Desktop	CXLGG73	1	Infrastructure Dept
DELL PRECISION 3630 Desktop	HOOKCH2	1	Infrastructure Dept
Dell Optiplex 7070 Desktop	FH84G73	1	Infrastructure Dept
Dell Optiplex 7070 Desktop	FH83773	1	Infrastructure Dept
Dell Optiplex 7070 Desktop	FH76G73	1	Infrastructure Dept
Dell Optiplex 7070 Desktop	FH85773	1	Infrastructure Dept
Dell Optiplex 7070 Desktop	FH82773	1	Infrastructure Dept
Dell Optiplex 7070 Desktop	FH80G73	1	Infrastructure Dept

Dell Optiplex 7070 Desktop	FH80773	1	Infrastructure Dept
Dell Optiplex 7070 Desktop	FH74G74	1	Infrastructure Dept
Dell Optiplex 7070 Desktop	FH75773	1	Infrastructure Dept
Dell Optiplex 7070 Desktop	FH75G73	1	Infrastructure Dept
Dell Optiplex 7070 Desktop	FH73773	1	Infrastructure Dept
Dell Optiplex 7070 Desktop	FH81773	1	Infrastructure Dept
Dell Optiplex 7070 Desktop	FH82G73	1	Infrastructure Dept
Dell Optiplex 7070 Desktop	FH77G73	1	Infrastructure Dept
Dell Optiplex 7070 Desktop	FH76773	1	Infrastructure Dept
Dell Precision 3420 Desktop	38RHHL2	1	Infrastructure Dept
Dell Optiplex 7060 Desktop	5GTX0T2	1	Infrastructure Dept
Precision 3630 Tower	GT5T0B03	1	Infrastructure Dept
Dell, Monitor P2419H	4SHVF03	1	Juvenile Services
Dell, Docking Station WD19	H675XY2	1	Juvenile Services
LG Television 42LY340C	403RMzL3P941	1	Juvenile Services
LG Television 42LY340C	403RMKU3P949	1	Juvenile Services
Dell Printer 2350dn	4288GN1	1	Juvenile Services
Dell Monitor P1913b/P2014HT	742614L1PEL	1	Juvenile Services
Dell Monitor P1913b/P2014HT	7426141L1PVL	1	Juvenile Services
Dell Monitor P1913b/P2014HT	744454BDR33L	1	Juvenile Services
BookShelves	NA	2	Sheriff's Office
white 4 shelf bookcase	NA	1	Sheriff's Office
Dell Latitude 5511	FNPMR73	1	Sheriff's Office
Two metal Bookshelves	NA	2	Sheriff's Office
Black Bookshelf	NA	1	Sheriff's Office
small filing cabinet	NA	1	Sheriff's Office
Black Printer	NA	1	Sheriff's Office
Buffet style cabinet	NA	1	Sheriff's Office
Bookshleves	NA	2	Sheriff's Office
HP Printer - Laserjet Enterprise M605 - SO PTR13	NA	1	Sheriff's Office

HP Printer - Color Laser Jet Pro MFP M477fdn - Wilco Property #9583	NA	1	Sheriff's Office
HP Printer - Colojet MFP M477fdn0 Wilco Property #15590	NA	1	Sheriff's Office
25K Gallon metal overhead water tank	NA	1	Unified Road Systems
Bulletin Board	na	3	Unified Road Systems
Dry Erase Board	na	2	Unified Road Systems
Four Drawer Vertical File Cabinet	na	1	Unified Road Systems
Five drawer horizontal file cabinet	na	1	Unified Road Systems
Desk chairs	na	2	Unified Road Systems
TV	NA	1	Unified Road Systems

Commissioners Court - Regular Session **12.**

Meeting Date: 04/01/2025

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 03.01.24 through 03.26.24.

Background

Please see the attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Asset for Destruction

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/26/2025 11:33 AM
County Judge Exec Asst.	Andrea Schiele	03/26/2025 03:37 PM
Form Started By: Koren Shannon		Started On: 03/20/2025 09:42 AM
Final Approval Date: 03/26/2025		

March | Monthly Report | **Court Date:** | 4/1/2025

Williamson County - Assets for Destruction

Agenda #: 36431

Item	Serial Number	Quantity	Department
Dell Monitors	BVK2RS2	1	Tax Assessor/Collector
Common 4 ft table	NA	1	Building Maint

Asset Status Change

Title:	i:0#.f|membership|mary.greenway@wilco.org - 26-02-2025
Disposal Method:	DESTRUCTION due to Public Health/Safety or no apparent value
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Monitor
1. Manufacturer ID #:	BVK2RS2
1. Oracle Asset #:	Not tracked in Oracle.
1. Condition of Assets:	Non-Working
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 2/26/2025 11:22 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Destruction
Court Date:	4/1/2025
Agenda Item:	36431

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jeff.malcolm@wilco.org - 03-03-2025
Disposal Method:	DESTRUCTION due to Public Health/Safety or no apparent value
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	common 4 ft table
1. Manufacturer ID #:	na
1. Oracle Asset #:	Not tracked in Oracle.
1. Condition of Assets:	Non-Working
Transferring Dept.:	Building Maintenance
Transferring Dept. Contact Person	Jeff Malcolm
Transferring Dept. Contact Ph#:	5129433308
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Gina Wrehsnig 3/3/2025 2:02 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Destruction
Court Date:	4/1/2025
Agenda Item:	36431

Asset Status Change

Commissioners Court - Regular Session **13.**

Meeting Date: 04/01/2025

Asset for Trade-In

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 monthly report of asset dispositions through Trade-In, pursuant to Tx. Local Gov't Code 263.152, for the period of 03/01/2025 through 03/26/2025.

Background

Please see the attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Asset for Trade-In Report

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/26/2025 11:33 AM
County Judge Exec Asst.	Andrea Schiele	03/26/2025 03:43 PM
Form Started By: Koren Shannon		Started On: 03/20/2025 11:02 AM
Final Approval Date: 03/26/2025		

March | Monthly Report | **Court Date:** | 4/1/2025

Williamson County - Assets for Trade-In

Agenda #: 36438

Item	Serial Number	Quantity	Department
Cardiac Science G5 Deliberator	D00000049186	1	Building Maint
Cardiac Science G5 Deliberator	D00000049128	1	Building Maint
Cardiac Science G5 Deliberator	D00000049126	1	Building Maint
Cardiac Science G5 Deliberator	D00000049119	1	Building Maint

Asset Status Change

Title:	i:0#.f|membership|jeff.malcolm@wilco.org - 05-03-2025
Disposal Method:	TRADE-IN for new assets of similar type for the county
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Cardiac Science G5 Defibulator
1. Manufacturer ID #:	Asset #14378 Serial D00000049186
1. Oracle Asset #:	N/A
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	1
2. Description:	Cardiac Science G5 Defibulator
2. Manufacturer ID #:	Asset #9303 Serial D00000049128
2. Oracle Asset #:	N/A
2. Condition of Assets:	Non-Working
3. Quantity (Mandatory):	1
3. Description:	Cardiac Science G5 Defibulator
3. Manufacturer ID #:	Asset 9304 Serial D00000049126
3. Oracle Asset #:	N/A
3. Condition of Assets:	Non-Working
4. Quantity (Mandatory):	1
4. Description:	Cardiac Science G5 Defibulator
4. Manufacturer ID #:	Serial # D00000049119
4. Oracle Asset #:	205771
4. Condition of Assets:	Non-Working
Transferring Dept.:	Building Maintenance
Transferring Dept. Contact Person	Jeff Malcolm
Transferring Dept. Contact Ph#:	5129433308
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Gina Wrehsnig 3/5/2025 11:51 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Trade-in
Court Date:	4/1/2025
Agenda Item:	36438

Asset Status Change

Commissioners Court - Regular Session **14.**

Meeting Date: 04/01/2025

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 on authorizing the disposal of various county vehicles(s) and equipment assets through Auction including One 2009 Vermeer BC 1000XL Brush Chipper, VIN #1813, pursuant to Texas Local Government Code 263.152

Background

Please see the attached for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

VSC Asset for Auction Report

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/26/2025 11:10 AM
County Judge Exec Asst.	Andrea Schiele	03/26/2025 07:25 PM
Form Started By: Koren Shannon		Started On: 03/25/2025 11:02 AM
Final Approval Date: 03/26/2025		

Vehicle Status Change

Department	Created	County VIN/Serial Number	Equipment Unit Number	Reason for Status ...	Enter Agenda Date:	Make	Model	License Plate	Year
210 - Unified Road Systems	2/20/2025 05:16 PM	**1VRY1119391011813**	UBC0901	REACHED OPERATIONAL LIFE EXPECTANCY	4/1/2025	Vermeer	BC1000XL Brush Chipper	9079195	2009

Commissioners Court - Regular Session **15.**

Meeting Date: 04/01/2025

Approval of the Moving Service Contract with Central Transportation Systems, Inc. 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 Moving Services Contract #2025185 between Williamson County and Central Transportation Systems, Inc. in the amount of $20,400.00 for election equipment moving services pursuant to Cooperative contract #TXMAS 22-96201 and authorizing the execution of this contract.

Background

Voting equipment moving services are required for the upcoming May 2025 election. Services are required starting the week of April 17, 2025, and voting equipment will need to be moved to and from polling locations. Items to be moved will include voting equipment, carts, tables, chairs, signs, cones, mats, and ramps. A cooperative contract with TXMAS is being utilized for the purchase with funding source 01.0375.0375.004100 for FY25. Origination #2394. The Department's Point of Contact is Vikki Farrow.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Moving Services Agreement and Quote

1295 Form

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/26/2025 02:44 PM
County Judge Exec Asst.	Andrea Schiele	03/26/2025 03:44 PM
Form Started By: Sandra Malcolm		Started On: 03/20/2025 01:38 PM
Final Approval Date: 03/26/2025		

WILLIAMSON COUNTY
MOVING SERVICE CONTRACT
CENTRAL TRANSPORTATION SYSTEMS, INC.

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

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

I.

Services: Service Provider shall provide moving services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The moving services includes the work described in the attached Quote dated 3/19/2025 being marked as **Exhibit "A,"** which is incorporated herein.

Service Provider agrees that it will NOT store any Williamson County Elections Depattment Voting Equipment (herein after "Equipment") overnight at any property not owned by the County for any elections conducted by Williamson County Elections Department ("Department"). All Equipment that is scheduled for delivery must be picked up from the Department and delivered to the voting location the same day, as directed by the Depattment. Service Provider shall be responsible for obtaining a delivery receipt from the voting location when the Equipment is delivered to a voting location. After an election, Service Provider must pick up the Equipment from the voting locations and return them to the Department Warehouse on the same day. Service Provider shall be responsible for obtaining a delivery receipt from the Department Warehouse when the Equipment is delivered back to the Warehouse. Service Provider shall be responsible for all Equipment and for any damage to such Equipment while it is in Service Provider's custody.

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

II.

Effective Date and Term: This Contract shall be in full force and effect as of the date of the last party's execution below and shall continue until **May 8, 2025,** or when terminated pursuant to this Contract.

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum as set out in **Exhibit "A".** The not-to-exceed amount shall be Twenty Thousand, Four Hundred Dollars ($20,400.00).

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

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

IV.

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

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

Bodily Injury by Disease	$500,000 Ea. Employee
Bodily Injury by Disease	$500,000 Policy Limit

c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or prope1iy 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 ce1iificates evidencing compliance with the insurance requirements of this Contract.

V.

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

VI.

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

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

VII.

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

Additionally, the patiies agree that under the Constitution and laws of the State of Texas, the County cannot enter into an agreement whereby the County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding, or saving harmless Service Provider for any reason are hereby deleted.

VIII.

Compliance With All Laws: Service Provider agrees and will comply with all local, state, or federal requirements with respect to the services rendered. Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal, state, or local law or

regulations are automatically incorporated into the Contract without written amendment hereto and shall become effective on the date designed by such law or by regulation.

IX.

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

X.

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

XI.

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

XII.

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

XIII.

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

XIV.

No Assignment: Service Provider may not assign this Contract.

XV.

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

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

XVI.

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

XVII.

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

XVIII.

Damage to County Property: Service Provider shall be liable for all damage to county-owned, leased, or occupied propetiy 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 fotih the actual cost of the expenses, without markup.

XXI.

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

Contract include the following:

A. The attached Quote dated 3/19/2025, and being marked **Exhibit "A;"**
B. Cooperative Purchasing Agreement TXMAS-22-96201 incorporated by reference; and
C. Insurance certificates evidencing coverages required herein above.

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

XXII.

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

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

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
County Judge/Presiding Officer

Dated: _____, 20___

Central Transportation System, Inc.:

Authorized Signature

JAMES WELCH
Printed Name

Dated: 3-20, 2025

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Mar 24 2025 Time: 5:06 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Mar 21 2025 Time: 6:49 am

Exhibit "A"

Central Transpiration Systems Quote dated March 19, 2025

CENTRAL
TRANSPORTATION SYSTEMS

March 19, 2025

Marco Mendoza
Operations Supervisor Elections
office: 512.943.1156
marco.mendoza@wilco.org
301 SE Inner Loop Ste.104, Georgetown, TX 78626

Re: Voting Booth Distribution and Collection.

Marco,

Thank you for considering Central Transportation for your moving needs. Our Tax ID Number is: 74-0549930. Our TXMAS number is **- TXMAS-22-96201**

Move Scope:

For Early Voting: **16 Stops x $300.00 = $4,800.00**
- Pick up 16 Precinct voting machines and supplies on April 17, 2025, at 7:00 a.m. From the WILCO Warehouse
- 2 Trucks will need 2 Escorts

General Election: **10 Stops x $300.00 = $3,000.00**
- Pick up 10 Precinct voting machines and supplies on April 30, 2024, at 7:00 a.m. from the WILCO Warehouse
- One Truck will need one escort

General Election: **16 Stops x $300.00 = $4,800.00**
- Pick up 16 Mailboxes on April 30, 2025, at 7:00 am from WILCO Warehouse
- Deliver 16 Mailboxes picked up to WILCO Warehouse

Post Election: **26 Stops x $300.00 = $7,800.00**

- Pick up 26 Precinct voting machines and supplies On May 5, 2025
- 3 Trucks will start at 8:00 am, picking up as scheduled.
- After picking up scheduled voting equipment, deliver it to WILCO Warehouse

Total Project Bid: **$20,400.00**

Equipment includes voting equipment, carts, tables, chairs, signs, cones, mats, and ramps

Please let me know if you have any questions or need additional information. We appreciate the opportunity.

Sincerely

James Welch

Vice President / GM
Central Transportation Systems
15877 Long Vista Dr., Suite 105
Austin, TX 78728512-563-9708
jwelch@centralsystems.com

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1284523

Date Filed:
03/20/2025

Date Acknowledged:
03/20/2025

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

Central Transportation Systems, Inc
Austin, TX United States

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

Williamson County Purchasing

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.

2025185
2024317 Moving Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Trust, Appleton	El Paso, TX United States	X	
Appleton, Jenny	El Paso, TX United States	X	
Moon, Kimberly	El Paso, TX United States	X	
Appleton, Elizabeth	El Paso, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

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

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1284523

Date Filed:
03/20/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Central Transportation Systems, Inc
Austin, TX United States

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

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.
2025185
2024317 Moving Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Trust, Appleton	El Paso, TX United States	X	
Appleton, Jenny	El Paso, TX United States	X	
Moon, Kimberly	El Paso, TX United States	X	
Appleton, Elizabeth	El Paso, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is James Welch, and my date of birth is [redacted]

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

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

Executed in Travis County, State of TX, on the 20 day of 03 (month), 2025 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **16.**

Meeting Date: 04/01/2025

Local Rabies Control Authority (LRCA) appointment for County Sheriff

Submitted For: Matthew Lindemann **Submitted By:** Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the appointment of Williamson County Sheriff's Office, ACO Leigh Parsons, to be designated as the Local Rabies Control Authority (LRCA) effective April 1, 2025 for the purposes of the Rabies Control Act of 1981.

Background

We are recommending the appointment of Animal Control Officer Leigh Parsons as the Local Rabies Control Authority. Currently Livestock Deputy Blake Hartt has been serving as the Local Rabies Control Authority on a temporary basis since February 6, 2024. ACO Parsons completed the proper coursework on July 13, 2023 to be eligible for the LRCA appointment.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

TDSHS Designation form

LRCA Certification-Parsons

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/26/2025 06:57 PM
Form Started By: Starla Hall		Started On: 03/26/2025 04:32 PM
Final Approval Date: 03/26/2025		

TEXAS Health and Human Services | Texas Department of State Health Services

LOCAL RABIES CONTROL AUTHORITY

The Commissioners Court (governing body) of Williamson County (city or county)

designates Leigh Parsons (job title or name) as the Local Rabies Control Authority (LRCA) for the purposes of the RABIES CONTROL ACT OF 1981.

This appointment became effective April 1, 2025 (date).

AUTHORIZING PERSON'S NAME (print): _____

AUTHORIZING PERSON'S TITLE: _____

AUTHORIZING PERSON'S SIGNATURE: _____

Please print the name and contact information of the appointed individual:

NAME: Leigh Parsons

AGENCY: Williamson County Sheriff's Office

STREET ADDRESS: 508 S. Rock Street

MAILING ADDRESS: 508 S. Rock Street

CITY/STATE/ZIP: Georgetown, TX 78626

JOB TITLE: Animal Control Officer

TELEPHONE: 512-948-2634

FAX: 512-943-1393

E-MAIL ADDRESS: leigh.parsons@wilcotx.gov

RETURN THIS FORM TO: Department of State Health Services
Zoonosis Control
2408 South 37th Street
Temple, TX 76504

CERTIFICATE OF ATTENDANCE/PARTICIPATION

THIS CERTIFICATE IS PRESENTED TO

Leigh Parsons

for participation in the

Local Rabies Control Authority Seminar

July 13, 2023

Buffalo Convention and Tourism Center
812 N. Buffalo Ave., Buffalo, TX 75981

I certify that I attended 6 hours

David Smonko, DVM
Zoonosis Control Veterinarian
Public Health Region 7

If applicable, report continuing education to the Texas Commission on Law Enforcement (TCOLE) under the course name *Animal Control Officer Training and the course number 3288.*

Commissioners Court - Regular Session **17.**

Meeting Date: 04/01/2025

Approval of Master Service Agreement #2025155 with Straight Arrow Striping, LLC for Parking Lot Services for Facilities Management

Submitted For: Joy Simonton **Submitted By:** Michelle McKinney, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Master Service Agreement #2025155, between Williamson County and Straight Arrow Striping, LLC for Parking Lot Services in the not-to-exceed amount of $19,500.00 and authorize execution of the agreement.

Background

This Master Service Agreement for Parking Lot Services between Williamson County and Straight Arrow Striping, LLC is to be able to utilize the vendor for services as they arise. This company's parking lot services include but are not limited to striping, signage, pressure washing, seal coating, and asphalt/concrete repairs. This MSA will be valid as of the date of execution through September 30, 2025. Each project will be initiated with a work order and purchase order. The funding source is 01.0100.0509.004510, Origination ID #2129, and the department contact is Christi Stromberg, Facilities Management.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Master Service Agreement

Form 1295 - Straight Arrow Striping LLC Complete

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/26/2025 01:55 PM
County Judge Exec Asst.	Andrea Schiele	03/26/2025 07:03 PM
Form Started By: Michelle McKinney		Started On: 03/19/2025 04:26 PM
Final Approval Date: 03/26/2025		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

MASTER SERVICES AGREEMENT
WITH
Straight Arrow Striping, 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 **Straight Arrow Striping, 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 to be provided include, parking lot maintenance and services including but not limited to striping, signage, pressure washing, seal coating, and asphalt/concrete repairs as needed throughout Williamson County facilities. The services include but are not limited to the services and work described in the attached **Price Sheet dated 02/10/2025** being marked as **Exhibit "A,"** which is incorporated herein to the extent the Price Sheet meets or exceeds the requirements of County's solicitation, if applicable. Related services will be outlined in a Statement of Work ("SOW") to be provided by Service Provided upon the direction of the County.

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

II.

Goods: Service Provider shall supply the County the goods described in each SOW provided 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 any SOW, such additional goods shall be described in a separate written amendment to the SOW 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 the SOW has been signed by both parties.

III.

Effective Date and Term: This Contract shall be in full force and effect when signed by all parties and shall continue through September 30, 2025, from effective date. Unless terminated sooner pursuant to paragraph XX below, 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.

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) within 24 hours of any 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") 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 specific projects as defined in the SOW's and in accordance with the prices listed in the Price Sheet dated 02/10/2025 marked as Exhibit "A," hereto. The not-to-exceed amount under this Agreement is **Nineteen Thousand Five Hundred Dollars ($19,500.00)** per fiscal 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 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
5. persistent failure to carry out the work in accordance with the Agreement documents.

XIII.

Insurance: Service Provider shall provide and maintain, until the services covered in this MSA 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 MSA, Service Provider shall provide the County with insurance certificates evidencing compliance with the insurance requirements of this MSA.

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: Service Provider may not assign this Agreement.

XVIII.

Severability: In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity 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.

XXIII.

Notice: Any notice required to be given under the terms of this AGREEMENT shall be 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
Straight Arrow Striping, LLC
530 River Down Road
Georgetown, TX 78628

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.

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.

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. Straight Arrow Striping, LLC Price Sheet dated 02/10/2025 marked as Exhibit "A,";
B. Insurance certificates evidencing coverages required herein above and
C. Any Amendments agreed to by both parties.

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.

[SIGNATURE PAGE TO FOLLOW]

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___

Straight Arrow Striping, LLC:

Mark Hearhan
Authorized Signature

Mark Hearhan
Printed Name

Dated: March 24th, 2025

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Mar 25 2025 Time: 12:58 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Mar 24 2025 Time: 12:14 pm

Exhibit "A"
Straight Arrow Striping, LLC Price Sheet dated 02/10/2025

STRAIGHT ARROW STRIPING

530 River Down Road
Georgetown, TX 78628
(512) 923-7223
matt@straightarrowstriping.com

Pricing as of 2/10/2025

Parking Stalls-$10 a stall for re-striping, $12 a stall for new

Fire Lane-.95 a linear ft.

Hatch Work/Drive lanes, Misc. Striping-.65 a linear ft.

Arrows-$50 a unit

Wheel Stops-$150 a unit installed

Signage-$400 a unit small landscape signs (ADA, Etc.) TXDOT Signage-$950 a unit installed

Stencils-Small $15 a unit, Medium $40, Large $60-$250 depending on the stencil.

Pressure Washing- $300 an hour

Seal Coating-.26 a Square Ft.

Asphalt/Concrete Repairs- price varies depending on scope of repairs.

Thermoplastic Striping-$5500 minimum, pricing varies based on scope of the project

Prices are subject to change, and represent the time that they were submitted. For any specific pricing or any items omitted from this list, please contact me at matt@straightarrowstriping.com and I would be happy to provide an estimate or pricing structure.

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:
2025-1283885

Date Filed:
03/19/2025

Date Acknowledged:

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

Straight Arrow Striping Texas
Georgetown, TX United States

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

Williamson County

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

MSA 2025155
Parking Lot Striping, Pressure Washing, and Thermoplastic Striping

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

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Matt Hawkins, and my date of birth is [redacted]

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

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

Executed in Williamson County, State of Texas, on the 19th day of March (month), 2025 (year).

Matt

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:
2025-1283885

Date Filed:
03/19/2025

Date Acknowledged:
03/19/2025

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

Straight Arrow Striping Texas
Georgetown, TX United States

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Williamson County

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MSA 2025155
Parking Lot Striping, Pressure Washing, and Thermoplastic Striping

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

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

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

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

Commissioners Court - Regular Session **18.**

Meeting Date: 04/01/2025

Approval of Master Service Agreement #2025178 with TORCH Industrial Services, LLC for Commercial Fabrication and Welding Services for Facilities Management

Submitted For: Joy Simonton **Submitted By:** Michelle McKinney, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Master Service Agreement, #2025178, between Williamson County and TORCH Industrial Services, LLC for Commercial Fabrication and Welding Services in the not-to-exceed amount of $19,500.00 and authorize execution of the agreement.

Background

This Master Service Agreement for full-service commercial fabrication and welding services on mild steel, stainless, aluminum, brass and copper equipment is as needed between Williamson County and TORCH Industrial Services, LLC. This company has previously been used by the Williamson County Facilities Management department on similar scopes of work as they arose. This MSA will be valid as of the date of execution through September 30, 2025. Each project will be initiated with a work order and purchase order. The funding source is 01.0100.0509.004510, Origination ID # 2337, and the department contact is Shantil Moore, Facilities Management.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Master Service Agreement

1295 Form TORCH Industrial Services LLC Complete

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/27/2025 01:49 PM
County Judge Exec Asst.	Andrea Schiele	03/27/2025 02:56 PM
Form Started By: Michelle McKinney		Started On: 03/24/2025 11:45 AM
Final Approval Date: 03/27/2025		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

MASTER SERVICES AGREEMENT
WITH
Torch Industrial Services, 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 **Torch Industrial Services, 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 are not an employee of the County. The services to be provided include full service commercial fabrication and welding services on mild steel, stainless, aluminum, brass and copper equipment as needed throughout Williamson County facilities. Each project will be outlined in a Statement of Work ("SOW") to be provided by Service Provider and agreed upon by the County. Once approved by the County, the SOW shall be incorporated into this MSA and shall be subject to all terms and conditions herein. The prices for services will be based upon the attached **Price Sheet dated 14 Mar 2025** marked as **Exhibit "A,"** which is incorporated herein to the extent the Price Sheet meets or exceeds the requirements of County's solicitation, if applicable. Related services will be outlined in a Statement of Work ("SOW") to be provided by Service Provided upon the direction of the County.

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

II.

Goods: Service Provider shall supply the County the goods described in each SOW provided 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 any SOW, such additional goods shall be described in a separate written amendment to the SOW 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 the SOW has been signed by both parties.

III.

Effective Date and Term: This Contract shall be in full force and effect when signed by all parties and shall continue through September 30, 2025, from effective date. Unless terminated sooner pursuant to paragraph XX below, 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.

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) within 24 hours of any 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.

VIII.

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") 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 specific projects as defined in the SOW's presented to the County and in accordance with the prices listed in the Price Sheet dated 14 MAR 2025 marked as Exhibit "A," hereto. The not-to-exceed amount under this Agreement is **Nineteen Thousand Five Hundred Dollars ($19,500.00)** per fiscal 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 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
5. persistent failure to carry out the work in accordance with the Agreement documents.

XIII.

Insurance: Service Provider shall provide and maintain, until the services covered in this MSA 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 MSA, Service Provider shall provide the County with insurance certificates evidencing compliance with the insurance requirements of this MSA.

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: Service Provider may not assign this Agreement.

XVIII.

Severability: In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity 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.

XXIII.

Notice: Any notice required to be given under the terms of this AGREEMENT shall be 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
Torch Industrial Services, LLC
1101 County Rd. 427
Thrall, TX 76578

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.

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.

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. Torch Industrial Services, LLC Price Sheet dated 14 Mar 2025, marked as Exhibit "A,";
B. Insurance certificates evidencing coverages required herein above and
C. Any Amendments agreed to by both parties.

XXVIII.

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___

Torch Industrial Services, LLC:

_____
Authorized Signature

TONY BONKOWSKI
Printed Name

Dated: MARCH 24, 2025

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Mar 24 2025 Time: 10:26 am

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Mar 24 2025 Time: 9:56 am

Exhibit "A"
Torch Industrial Services, LLC Price Sheet dated 14 Mar 2025

Torch Industrial Services

Technician Service Rates

This attachment shall be completed and returned with the Contractor response / Service Agreement documents.

Contractor shall submit a full list of all personnel titles and the hourly billing rate for each discipline which shall be incorporated into this service agreement.

Rates shall remain firm throughout the term of this contract purchase agreement. This technician service rate shall be used to establish fixed prices for services by purchase order.

Rates valid thru September 30, 2025 and with subsequent years' renewals.

- If rates change at renewal times, vendor is responsible for making Williamson County aware of the adjusted rates.

Personnel Level	FY 25 (10/1/2024 – 9/30/2025) Hourly Rate
1. Technician	
a. Regular Hours – 7:00 am – 5:00 pm	$125.00
b. After Regular Hours – 5:01 pm – 6:59 am	$187.50
c. Weekends or County approved Holidays	Weekends (Saturday) - $187.50
2. Service Vehicle Fee – per call	$85.00 per vehicle, per call

Emergency Contact Personnel:	Tony Bonkowski
Business Hours Phone Number:	52-826-5875 or 512-296-7640
After Hours/Emergency Phone Number:	512-826-5875
Email Address:	tbonkowski@torchindustrialservices.com

Materials - Remedial Repairs	
Materials not covered under scheduled service:	
*	Contractor may invoice for parts and materials on a cost-plus basis. The contactor may invoice at _25_ % markup.
**	Contractor may invoice for equipment rental on a cost-plus basis. The contactor may invoice at _25_ % markup.
***	Invoice(s) for work performed shall require a copy of the parts and materials receipt to be included when the total, including mark-up, exceeds $500.00.
****	Williamson County reserves the right to request from Contractor any documentation that reflects price for verification purposes.

- 90-day labor warranty on service repairs performed, any MFG parts warranties will be extended.

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1281680

Date Filed:
03/14/2025

Date Acknowledged:

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

TORCH Industrial Services, LLC
Thrall, TX United States

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

Williamson County Facilities

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

2025.03.14
Commercial fabrication and welding services

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

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

6 UNSWORN DECLARATION

My name is TONY BONKOWSKI, and my date of birth is [redacted]

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

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

Executed in WILLIAMSON County, State of TX, on the 14 day of MARCH (month), 20 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:
2025-1281680

Date Filed:
03/14/2025

Date Acknowledged:
03/18/2025

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

TORCH Industrial Services, LLC
Thrall, TX United States

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

Williamson County Facilities

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

2025.03.14
Commercial fabrication and welding services

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

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

6 UNSWORN DECLARATION

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

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

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

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

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

Commissioners Court - Regular Session **19.**

Meeting Date: 04/01/2025

Approval of Design and Engineering Services Agreement for Upgrades to the Expo Center Audiovisual System to DBR Engineering Consultants, Inc. for Facilities Management

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding RFSQ #24RFSQ53 to DBR Engineering Consultants, Inc. for Upgrades to the Expo Center Audiovisual System, in the amount of Fifty-Three Thousand Four Hundred and No/100 Dollars ($53,400.00) and authorize execution of the agreement, funding source is P648.

Background

DBR Engineering Consultants, Inc. is recommended for award through RFSQ #24RFSQ53 which established a pre-qualified consultant pool to be contracted on an as-needed basis, on 06.18.24 agenda item no.16. DBR Engineering Consultants, Inc. is being recommended for this project following a project specific evaluation of the firms from the 24RFSQ53 pool where the firm received the highest score for this project. This Agreement for AV upgrades between Williamson County and DBR Engineering Consultants, Inc. is for the Expo Center, 5350 Bill Pickett Trail, Taylor, Texas 76574. Contract Audit and General Counsel reviewed. Detailed Scope of Work is attached. The funding source is P648 and the point of contact is Gretchen Glenn.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Expo AV Upgrade_PSA_DBR_2025.03.21

Form 1295 DBR Engineering Consultants complete

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/26/2025 04:39 PM
County Judge Exec Asst.	Andrea Schiele	03/26/2025 07:28 PM
Form Started By: Johnny Grimaldo		Started On: 03/25/2025 01:00 PM
Final Approval Date: 03/26/2025		

AGREEMENT FOR PLANNING, DESIGN & ENGINEERING SERVICES

PROJECT: **Williamson County Expo Center AV Upgrade** ("Project")

PLANNER/ LANDSCAPE ARCHITECT/ ARCHITECT/ ENGINEER: **DBR Engineering Consultants, Inc.** ("A/E")
Zac Morton PE, LEED AP, Partner
2500 South Highway 183, Suite 500
Austin, Texas 78744

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

THIS AGREEMENT FOR PLANNING, DESIGN AND ENGINEERING SERVICES ("Agreement") is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas ("County") and A/E.

R E C I T A L S

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

WHEREAS, County intends to **upgrade audiovisual systems at the Williamson County Expo Center**; and

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

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

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

ARTICLE 1
SCOPE OF AGREEMENT

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

ARTICLE 2
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

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

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

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

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

2.3.2
Americans with Disabilities Act (ADA)

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

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

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

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

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

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

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

ARTICLE 4
CHARACTER AND SCOPE OF SERVICES

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

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

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

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

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

ARTICLE 5
TIME FOR PERFORMANCE

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

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

ARTICLE 6
COMPENSATION AND EXPENSES

6.1 Basic Fee.
For and in consideration of the Basic Services rendered by A/E, County shall pay to A/E up to **Fifty-Three Thousand Four Hundred and No/100 Dollars ($ 53,400.00)** hereinafter called the "Basic Fee".

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

6.2 Expenses.
A/E shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit D**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and **must strictly comply with the Williamson County Vendor Reimbursement Policy**. The copies of the provider's invoice must evidence the actual costs billed to A/E without markup. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and must not exceed **Five Hundred Thirty-Four and No/100 Dollars ($ 534.00)**.

ARTICLE 7
ADDITIONAL SERVICES AND CHARGES

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

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

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

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

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

8.1 Time of Payment.

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

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

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

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

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

8.2 Prompt Payment Policy.

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

8.2.1
There is a bona fide dispute between County and A/E concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

8.2.2
There is a bona fide dispute between A/E and a subcontractor/ subconsultant or between a subcontractor/ subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Basic Services performed which causes the payment to be late; or

8.2.3
The invoice is not submitted to Williamson County in strict accordance with instructions, if any, on the purchase order, or this Agreement or other such contractual agreement.

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

ARTICLE 9
PROJECT TEAM

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

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

County shall have the right, from time to time, to change the County's Designated Representative by giving A/E written notice thereof. With respect to any action, decision, or determination which is to be taken or made by County under this Agreement, the County's Designated Representative may take such action or make such decision or determination or shall notify A/E in writing of an individual responsible for, and capable of, taking such action, decision, or determination, and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Agreement, in which case, actions taken by County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by County's Designated Representative shall be binding on County; *provided, however,* County's Designated Representative shall not have any right to modify, amend, or terminate this Agreement or executed Supplemental Agreement. County's Designated Representative shall not have any authority to execute a Supplemental Agreement unless otherwise granted such authority by the Williamson County Commissioners Court.

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

DBR Engineering Consultants, Inc
Zac Morton PE, LEEDS AP, Partner
2500 South Highway 183, Suite 500
Austin, Texas 78744

A/E shall have the right, from time to time, to change A/E's Designated Representative by giving

County written notice thereof. With respect to any action, decision, or determination which is to be taken or made by A/E under this Agreement, A/E's Designated Representative may take such action or make such decision or determination, or shall notify County in writing of an individual responsible for and capable of taking such action, decision, or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions, or determinations by A/E's Designated Representative on behalf of A/E shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Agreement, in which case, actions taken by A/E's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by A/E's Designated Representative shall be binding on A/E. A/E's Designated Representative shall have the right to modify, amend, and execute Supplemental Agreements on behalf of A/E.

ARTICLE 10
NOTICE

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or A/E at the following addresses. If mailed, any notice or communication shall be deemed to be received **three (3) days** after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

County: Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

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

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

A/E: DBR Engineering Consultants, Inc.
2500 South Highway 183, Suite 500
Austin, Texas 78744

Attention: Zac Morton PE, LEED AP
Partner

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

ARTICLE 11
PROGRESS EVALUATION

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

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

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

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

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

ARTICLE 12
CHANGES IN COMPLETED BASIC SERVICES

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

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

13.1 Review Process.

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

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

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

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

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

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

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

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

13.2 Revision to A/E Work Product.

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

13.3 Days.

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

13.4 County's Reliance on A/E.

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

ARTICLE 14
SUSPENSION

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

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

ARTICLE 15
VIOLATION OF CONTRACT TERMS/ BREACH OF CONTRACT

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

ARTICLE 16
TERMINATION

This Agreement may be terminated as set forth below.

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

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

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

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

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

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

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

The termination of this Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Agreement. If the termination of this Agreement is due to the failure of A/E to fulfill its contractual obligations, then County may take over the Project and prosecute the Basic Services to completion. In such case, A/E shall be liable to County for any additional and reasonable costs incurred by County.

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

ARTICLE 17
USE OF DOCUMENTS

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

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

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

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

Prior to A/E providing to County any A/E Work Products in electronic form or County providing to A/E any electronic data for incorporation into A/E Work Products, County and A/E shall, by separate written agreement, set forth the specific conditions governing the format of such A/E Work Products or electronic data, including any special limitations not otherwise provided in this Agreement. Any electronic files are provided by A/E for the convenience of County and use of

them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by A/E, the hardcopy shall prevail. Only printed copies of documents conveyed by A/E shall be relied upon.

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

ARTICLE 18
PERSONNEL, EQUIPMENT, AND MATERIAL

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

ARTICLE 19
SUBCONTRACTING

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

ARTICLE 20
MODIFICATIONS

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

ARTICLE 21
COMPLIANCE WITH LAWS

21.1 Compliance.

A/E shall render the services hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the planning, landscape architecture, architecture and engineering professions, and in recognition of such standards, A/E shall comply with all applicable federal, state, and local laws, statutes, codes,

ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement, including, without limitation, minimum/ maximum salary and wage statutes and regulations, and licensing laws and regulations. A/E shall furnish County with satisfactory proof of its compliance.

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

21.2 Taxes.

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

ARTICLE 22
INDEMNIFICATION

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

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

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

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

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

ARTICLE 23
PROFESSIONAL'S RESPONSIBILITIES

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

ARTICLE 24
PROFESSIONAL'S SEAL

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

ARTICLE 25
INSURANCE

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

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

25.1.1 Worker's Compensation in accordance with statutory requirements.

25.1.2 Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.

25.1.3 Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage of $1,000,000.00 each accident.

25.1.4 Professional Liability Insurance in the amount of $2,000,000.00 per claim and annual aggregate.

25.2 Certification of Coverage. Prior to the performance of any A/Eing Services, A/E shall furnish County with a Certificate of Insurance issued by the insurer evidencing the required coverages and terms under this article. The initial Certificate of Insurance is evidenced as **Exhibit F** herein entitled "Certificates of Insurance." As further set out below, A/E shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of A/E hereunder.

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

25.4 Certificate Holder. The name of the Certificate Holder in the Certificate of Insurance issued by the insurer shall be as follows:

Williamson County, Texas
C/O: Williamson County Risk Management
301 SE Inner Loop
Georgetown, TX. 78626
Email: coi.submission@wilco.org

25.5 Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified ten (10) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail, and by email to:

   Williamson County, Texas
   C/O: Williamson County Risk Management
   301 SE Inner Loop
   Georgetown, TX. 78626
   Email: coi.submission@wilco.org

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

25.6 Notices by A/E. A/E shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requirements set forth hereunder, A/E shall also notify County, within twenty-four (24) hours of receipt of any notices of**

expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.

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

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

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

25.10 Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of A/E, A/E shall require each subcontractor/subconsultant performing work under this Agreement (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Agreement, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article, including the required provisions and additional policy conditions as shown below in this Article. Any requests for consent to reduce any insurance coverage limits requirements for A/E's subcontractors/subconsultants must be provided to County in writing and must set forth reasoning and justifications for decreasing such coverage limits. County may, at its sole discretion, consent to a reduction in the insurance coverage limits requirements for A/E's subcontractors/subconsultants; provided, however, consent by County must be in writing and such consent shall not relieve or decrease the liability of A/E hereunder.

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

25.11 Cost of Insurance. The cost of all insurance required herein to be secured and maintained by A/E shall be borne solely by A/E.

ARTICLE 26
SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. A/E may not assign, sublet, or transfer any

interest in this Agreement, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 27
SEVERABILITY

In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 28
PRIOR AGREEMENTS SUPERSEDED

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

ARTICLE 29
A/E'S ACCOUNTING RECORDS

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

ARTICLE 30
GENERAL PROVISIONS

30.1 Time is of the Essence.

A/E understands and agrees that time is of the essence and that any failure of A/E to complete the Basic Services within the agreed Production Schedule set out in **Exhibit C** may constitute a material breach of this Agreement. A/E shall be fully responsible for its delays or for failures to use its reasonable efforts in accordance with the terms of this Agreement and A/E's standard of performance as defined herein. Where damage is caused to County due to A/E's negligent failure

to perform, County may accordingly withhold, to the extent of such damage, A/E's payments hereunder without waiver of any of County's additional legal rights or remedies.

30.2 Force Majeure.

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

30.3 Enforcement and Venue.

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

30.4 Standard of Performance.

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

30.5 Opinion of Probable Cost.

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

30.6 Opinions and Determinations.

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

30.7 Reports of Accidents.

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

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

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

30.10 Independent Contractor Relationship.
Both parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

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

30.12 Texas Public Information Act.
To the extent, if any, that any provision in this Agreement is in conflict with **Texas Government Code 552.001** et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

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

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

agreed by A/E that County shall have the right to terminate this Agreement at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may affect such termination by giving written notice of termination to A/E.

ARTICLE 31
DISPUTE RESOLUTION

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

ARTICLE 32
EQUAL OPPORTUNITY IN EMPLOYMENT

The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

ARTICLE 33
MERGER

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

ARTICLE 34
PUBLIC CONTACT

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

ARTICLE 35
A/E's REPRESENTATIONS

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

ARTICLE 36
CONFIDENTIALITY

A/E hereby acknowledges the services to be performed hereunder pertain to a secured correctional facility (Williamson County Jail) and that A/E must ensure that information relating all areas of the Williamson County Jail must not be disclosed to third parties. A/E expressly agrees that its employees, agents, or any other person or entity under contract with A/E including, without limitation, A/E's subconsultants, or any other entity over which A/E exercises control will not use any information relating to the Williamson County Jail that may be obtained while providing services hereunder for any purpose other than for what is necessary to perform the required services. A/E agrees to use the same degree of care as it uses to protect the confidentiality of its own confidential information, but no less than reasonable precautions to maintain confidentiality with respect to the Williamson County Jail, and to prevent disclosure thereof to persons other than its employees, agents, any other person or entity under contract with A/E including, without limitation, A/E's subconsultants, or any other entity over which A/E exercises control who need access to information regarding the Williamson County Jail to carry out their obligations under this Agreement. A/E agrees that A/E and its employees, agents, any other person or entity under contract with A/E including, without limitation, A/E's subconsultants, or any other entity over which A/E exercises control will not enter any unauthorized areas of the Wiliamson County Jail and will not disclose any information to unauthorized third parties and will take care to guard the security of the information at all times. A/E agrees that all of its employees, agents, any other person or entity under contract with A/E including, without limitation, A/E's subconsultants, or any other entity over which A/E exercises control shall be subject to background checks and that the Williamson County Sheriff or his agent will perform checks. County shall retain the right to deny right of entry to the Williamson County Jail to anyone.

ARTICLE 37
SIGNATORY WARRANTY

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

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

A/E:
DBR Engineering Consultants, Inc

By: _____
Signature

ZAC D. MORTON
Printed Name

PARTNER
Title

Date Signed: 03-19-2025

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

EXHIBIT A

SCOPE OF BASIC SERVICES

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

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

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

GENERAL REQUIREMENTS

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

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

A/E shall notify County and coordinate with adjacent A/Es on all controls at project interfaces.

A/E shall prepare each exhibit necessary for approval by each utility, and other governmental or regulatory agency in compliance with the applicable format and guidelines required by each entity and as approved by County. A/E shall notify County in writing prior to beginning any services on any outside agency's exhibit.

Progress Reporting. A/E shall submit monthly (at a minimum) a progress status e-mail to County's Project Manager (PM) regardless of whether A/E is invoicing for that month.

A/E shall prepare and maintain a design and estimated construction schedule in a format reasonably acceptable to County during project phases prior to the Construction Administration Phase. A/E shall schedule milestone submittals per **Exhibit C – Production Schedule**.

Contractor shall prepare and maintain a construction schedule in Gantt chart format during the project Construction Administration Phase through the Close-out Phase.

Within **thirty (30) days** of completion of construction of the project, A/E shall deliver all electronic files in formats reasonably acceptable to County.

Final payment is contingent upon County's receipt and confirmation by County's PM that the electronic files function and are formatted in accordance with the Agreement and all review comments are addressed.

A/E shall prepare a letter of transmittal to accompany each document submittal to County. At a minimum, the letter of transmittal must include County's project name, Agreement and Work Authorization numbers, as well as facility name and address.

Coordination. A/E shall coordinate issues through County's PM. County will communicate, in writing, resolution of issues and provide A/E direction through County's PM.

Level of Effort. A/E shall base the level of effort at each phase on the prior work developed in earlier phases without unnecessary repetition or re-study.

Quality Assurance (QA) and Quality Control (QC). A/E shall provide peer review at all levels. For each deliverable, A/E shall maintain evidence of A/E's internal review and mark-up of that deliverable as preparation for submittal. When internal mark-ups are requested by County in advance, County, at its sole discretion, may reject the deliverable should A/E fail to provide the evidence of internal mark-ups. A/E shall clearly label each document submitted for quality assurance as an internal mark-up document.

A/E shall perform QA and QC on all consultant products (when applicable to the project) prior to delivery to County. If, during the course of reviewing a submittal, it becomes apparent to County that the submittal contains unreasonable errors, omissions, or inconsistencies, County may cease its review and immediately return the submittal for appropriate action by A/E.

A submittal returned to A/E for this reason is not a submittal for purposes of the submission schedule. Rejected submittals shall neither impact the overall deadline of the Project nor the review period allotted to County officials. A/E shall provide an updated schedule showing interim submission date changes to make-up for any lost time. A/E shall not submit an invoice until County accepts the submittal as reasonably complete.

Organization of Plan Sheets. The PS&E package shall be complete and organized in a manner that is suitable for the bidding and awarding of a construction contract.

Naming of Electronic Project Files and Organization of Design Project Folders. A/E shall use succinct and understandable file names including project name, document content, and date created (i.e. "*Project_DOCUMENT_yyyy.mm.dd*"). A/E shall maintain files in an organized folder structure that is readily understandable to outside users to facilitate communication and minimize complications in project close-out.

Referenced Documents. County standardized design and procedure documents are provided for public reference at the following web address:

https://www.wilcotx.gov/376/Facilities-Management

SCOPE OF WORK:

Williamson County Expo Center
5350 Bill Pickett Trail, Taylor, TX 76574
Parks Dept
P648

Engineering services for the design of upgrades to the audiovisual systems at the Williamson County Expo Events Center in Taylor, Texas.

Design services shall be conducted in phases as outlined herein. Phases may be combined to expedite design process when defined in **Exhibit C – Production Schedule**. Individual phases or groups of phases shall be authorized herein or by fully executed Supplemental Agreement.

Phase I - SCHEMATIC DESIGN - 30% Program, Plans, Outline Specifications and Estimate

Upon receipt of written Notice to Proceed, A/E shall accomplish the following:

A. Investigate site/facility and verify known existing or available utility locations.

B. Review International Building Code (IBC), ASHRAE 90.1, ASHRAE 62.1, International Mechanical Code (IMC), National Electric Code (NEC), International Energy Conservation Code (IECC), and any other applicable codes and ordinances.

C. Advise County of any changes, additions, or corrections to the preliminary program, plans, specifications, and budget.

D. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase II - DESIGN DEVELOPMENT – 60% Plans, Specifications and Estimate

Upon County acceptance of previous phase, A/E shall proceed with the following:

A. Consult freely with County concerning the principal phases of the work and immediately advise County of any unusual requirements or features not apparent during execution of the Schematic Design Phase.

B. Develop plans and specifications, which indicate materials, construction methods and buildings systems. These building systems may include (but are not limited to) structural, mechanical, plumbing, and electrical.

C. Provide preliminary materials selection board to County for review with internal

departments.

D. Prepare a Design Development level cost estimate in a form acceptable to County.

E. Submit Plans, Specifications, and all other required documentation for Site Development Permit application for the project with the local jurisdiction having review authority. Notify County's PM of any required submittal fees to be paid by County.

F. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase III - CONSTRUCTION DOCUMENTS – 100% Plans, Specifications, and Estimate

Upon County acceptance of previous phase, A/E shall proceed with the following:

A. Prepare complete plans, specifications and engineering calculations (without professional seals) setting forth in detail the work required for the architectural, structural, civil, mechanical, plumbing, electrical, landscaping and irrigation, and site work.

B. Consult freely with County concerning the principal phases of the work immediately advise County of any unusual requirements or features not apparent during execution of the Schematic Design and Design Development Phases.

C. Prepare a detailed cost estimate of the project on a form acceptable to County.

D. Prepare a construction schedule with a Gantt chart or other County approved format which lists the anticipated major activities required to complete the project.

E. Complete the PS&E for the entire Project and its component parts. The Project detailed cost estimate shall not exceed the project construction budget as approved in writing by County.

F. Update preliminary materials selection board or provide new for County project records.

G. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase IV – REGULATORY REVIEW AND PERMITS - Plans, Specifications, and Permits:

Upon County acceptance of previous phase, A/E shall proceed with the following:

A. When applicable, register the project with the Texas Department of Licensing and Regulation (TDLR) and obtain an EABPRJ number for inclusion on the project coversheet prior to Permit application submittal to the local jurisdiction having review authority. Register as the Owner's Designated Agent for further correspondence with TDLR and Registered Accessibility Specialist (RAS).

B. Participate in any Pre-submittal Meetings required by local jurisdiction prior to Permit application submittal.

C. Submit Plans, Specifications, and all other required documentation for construction Permit application for the project with the local jurisdiction having review authority. Notify County's PM of any required submittal fees to be paid by County.

D. Submit Construction Documents and Specifications to the Registered Accessibility Specialist (RAS) approved by County for Architectural Barriers plan review.

E. Receive and respond to permitting comments by the local jurisdiction having review authority.

F. Revise plans and specifications as necessary to conform to permitting, accessibility, and budget requirements without additional charge to County.

G. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase V – CONSTRUCTION CONTRACT BIDDING, AWARD, AND EXECUTION

Upon County acceptance of previous phase, A/E shall proceed with the following:

A. Participate in a Pre-bid Meeting, answer RFI's from Contractors and suppliers, and prepare addenda items as required.

B. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase VI - CONSTRUCTION ADMINISTRATION - Project Observation

Upon County acceptance of previous phase, A/E shall perform the following services:

A. Provide general administration and be County's representative during the construction of the project. Advise, consult, and issue County's instructions to Contractor in writing with copies furnished to all parties. Prepare change orders and supplementary drawings.

B. Provide conformed construction drawing and specification sets for each issuance of Architect's Supplemental Instructions.

C. Conduct and oversee pre-construction meeting.

D. Process/ respond to Requests for Information, Change Proposals, Change Orders, Change Directives.

E. Review/ approve shop drawings, submittals, samples and mock-ups. Submit copies of each shop drawing and submittal of materials and equipment to County.

F. Conduct and oversee bi-weekly progress meetings.

G. Conduct site visits with personnel technically qualified by education and experience to competently observe relevant aspects of construction. Make necessary observations to determine if workmanship and quality of materials generally conform to the plans and specifications, and that provisions of the contract are complied with.

H. Reject work performed by Contractor which does not meet the requirements of the Construction Documents; and, order removal and replacement of such work.

I. Review progress estimates of work performed and invoiced by Contractor. Within **three (3) business days** of receipt, submit written reviews to County.

J. Coordinate Texas Accessibility Standards (TAS) Inspection to be concurrent with Substantial Completion Inspection.

K. Accompany County on Substantial Completion Inspection with appropriate staff and affiliates. Prepare a punch list of items needing correction. After Contractor has performed the required corrections, notify County in writing that the contract has been performed in general conformance with the plans and specifications and is ready for Final Inspection.

L. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase VII – PROJECT CLOSE-OUT – Final Inspection and Document Review:

Upon County acceptance of previous phase, A/E shall perform the following services:

A. Accompany County on Final Inspection to determine if construction has been completed in general accordance with the Contract Documents.

B. Review warranties, guarantees, bonds, equipment operating instructions, and similar deliverables to verify receipt, and general conformance to requirements of the Contract.

C. After determining that the general requirements of the Plans and Specifications have been met, certify and approve Contractor's Final Application for Payment.

D. Upon completion of construction and prior to the request for final payment, make changes in the original REVIT or model CAD files of the Project to show changes made and noted by Contractor of the work and final location of the mechanical service lines and outlets including outside utilities. Develop project Record Construction Drawings and Specifications.

E. Provide deliverables in accordance with County's Design Submittal Guidelines.

EXHIBIT B

FEE SCHEDULE

This schedule indicates fees by Phase of the Basic Fee:		**$**	**53,400**	100%
94%	**DBR**	**$**	**50,400**	
6%	**Alpha Consulting Engineers**	**$**	**3,000**	
Phase I - SCHEMATIC DESIGN		**$**	**8,010**	15%
	DBR	$	5,010	
	Alpha Consulting Engineers	$	3,000	
Phase II - DESIGN DEVELOPMENT		**$**	**10,680**	20%
	DBR	$	10,680	
	Alpha Consulting Engineers	$	-	
Phase III - CONSTRUCTION DOCUMENTS		**$**	**21,360**	40%
	DBR	$	21,360	
	Alpha Consulting Engineers	$	-	
Phase IV - REGULATORY REVIEW AND PERMITS		**$**	**-**	0%
	DBR	$	-	
	Alpha Consulting Engineers	$	-	
Phase V - BIDDING, AWARD, AND EXECUTION		**$**	**2,670**	5%
	DBR	$	2,670	
	Alpha Consulting Engineers	$	-	
Phase VI - CONSTRUCTION ADMINISTRATION		**$**	**10,680**	20%
	DBR	$	10,680	
	Alpha Consulting Engineers	$	-	

Phase VII - PROJECT CLOSE-OUT	**$**	**-**	0%
DBR	$	-	
Alpha Consulting Engineers	$	-	

EXHIBIT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Agreement within Three Hundred Sixty-Six **(366) calendar days** from the date of this Agreement.

The above time limits may, for good cause, be extended, in writing, by County as the Project proceeds.

The schedule below indicates various project milestones and estimated target dates. Standard end-of-phase review periods for County shall be (21) calendar days.

Agreement Execution Date	**03/25/25**
Phase I - SCHEMATIC DESIGN	
Preliminary Scope and Budget analysis deliverables	04/15/25
30% Plans, Specifications and Estimate deliverables	05/06/25
County written authorization to proceed to next phase	05/27/25
Phase II - DESIGN DEVELOPMENT	
60% Plans, Specifications and Estimate deliverables	06/17/25
County written authorization to proceed to next phase	07/08/25
Phase III - CONSTRUCTION DOCUMENTS	
Site Development Plans application submittal to City	09/23/25
Complete Plans, Specifications and Estimate deliverables	07/29/25
County written authorization to proceed to next phase	08/19/25
Phase V - BIDDING, AWARD, AND EXECUTION	
Permitted Plans and Specifications and Estimate deliverables to County	08/26/25
County advertises project for Bid	09/16/25
Contract Award	10/20/25
Phase VI - CONSTRUCTION ADMINISTRATION	
Contractor Notice to Proceed	10/27/25

Construction Substantial Completion	02/24/26
All services shall be complete on, or before:	**03/26/26**

EXHIBIT D

Williamson County
Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

2.1 The County will only cover costs associated with travel for vendors outside a 45-mile radius from the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for the County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $59.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $25.00 per day. The travel must be outside the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by a 45-mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only to vendors who do not have necessary personnel located within a 45-mile radius of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626, who are capable of carrying the vendor's obligations to the County. Meals will not be reimbursed to vendors who are located within a 45-mile radius of the Williamson County Courthouse.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)
7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by at least a 45-mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Non-reimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants

10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental
10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Technology Fees
10.27 Sales tax on goods purchased
10.28 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT E
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

1. I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that A/E and its principals:

    a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

    b. Have not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

    c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in **Paragraph 1(b)** of this certification;

    d. Have not, within a three-year period preceding this application/proposal, had one or more public transactions* terminated for cause or default; and

    e. Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

DBR Engineering Consultants, Inc.

Signature of Certifying Official

ZAC D. MORTON
Printed Name of Certifying Official

PARTNER
Title of Certifying Official

03-19-2025
Date

2. Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me, the undersigned authority, by Zac D. Morton (Signatory Name) the Partner (Signatory Title) of DBR (Entity Name), on behalf of said firm.

LILIANA MORENO
My Notary ID # 12252368
Expires February 22, 2029

Liliana Moreno
Notary Public in and for the
State of Texas

My commission expires: 02-22-2029

EXHIBIT F

CERTIFICATES OF INSURANCE

A/E and Subconsultant Certificates of Insurance attached:

CONSULTANT
DESIGN DELIVERABLE
GUIDELINES

Facilities Management Division
3101 SE Inner Loop
Georgetown, TX 78626

Design services shall be conducted in Phases as outlined herein. Depending on project scope, not all items apply. Depending on project complexity and scope, Phases may be consolidated to expedite design delivery. Rejection procedures are outlined at the end of this document.

SCHEMATIC DESIGN PHASE

The interim deliverable early in this phase shall be used to document and validate project requirements and allocated construction budget.

This deliverable shall consist of the following PDF documents:

1) Opinion of probable cost to validate or modify preliminary construction budget provided by County.
2) Detailed design narrative to validate or modify Preliminary Scope of Work provided by County.
3) Initial design delivery schedule.

The deliverable at the end of this phase represents approximately 30% of the design effort and shall be of sufficient detail to show how the users' functional and technical requirements will be met.

This deliverable shall consist of the following PDF documents:

1) Budget Analysis
    a. If self-performed, provide an updated opinion of probable cost.
    b. If utilizing a professional cost estimator, participating in a CMAR or Design-Build project, coordinate with Cost Estimator or General Contractor to provide a preliminary cost estimate based upon schematic design information.
2) Design narrative
    a. include modifications to Preliminary Scope of Work provided by County.
    b. include preliminary engineering calculations for ALL disciplines required for project scope.
3) Schematic Specifications
    a. include completed Cover Sheet with draft Table of Contents for ALL disciplines required for project scope.
4) Schematic drawing set for ALL disciplines required for project scope
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
    c. include completed Cover Sheet with draft Index of Drawings for ALL disciplines required for project scope and applicable code compliance list.
    d. See specific minimum requirements for each discipline (if required for project scope):

Civil:	Provide concept Site Plan with grading and roadway layout
	Determine water supply and wastewater service
	If septic system is required, determine system type and size
Structural:	Determine concept structural system(s)
Architecture:	Plans, Elevations, overall Sections marked for Detail Sections
	Block-out window, door, finish and wall type schedules
Electrical:	Determine lighting type(s)
	Determine electrical distribution type(s)
	Review drawings for adequate space for electrical system(s)
	Initiate contacts with electric and telephone service providers
Mechanical:	Determine HVAC type(s)
	Review drawings for adequate space for HVAC system(s)
Plumbing:	Verify adequate sanitary sewer fall from building elevation
IT:	TBD
Fire Systems:	Assessment of existing infrastructure and modification description
	Schematic conduit pathways

	Description of reconfiguration method.
Key & Access:	Plan for reader access to every door in facility
	Schematic conduit pathways
	Description of reconfiguration method

5) Updated design delivery schedule.

DESIGN DEVELOPMENT PHASE

The deliverable at the end of this phase represents approximately 60% of the design effort and is intended to verify that the drawings, design analysis, specifications, and cost estimate are proceeding in a timely manner and that the design criteria and previous review comments have been correctly interpreted.

This deliverable shall consist of the following PDF documents:

1) Budget Analysis
    a. If self-performed, Architect shall provide an updated opinion of probable cost
    b. If utilizing a professional cost estimator or participating in a CMAR project, coordinate with Cost Estimator or General Contractor to provide a detailed cost estimate based upon design development information.
2) Design Analysis developed to approximately 60% completion
3) Red-lined marked-up specification sections for ALL disciplines required for project scope.
4) Approximately 60% complete drawings including those addressing construction phasing
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
    c. See specific requirements for each discipline (if required for project scope):

Civil:	Provide refined Site Plan with grading, roadway and parking
	Establish license / service agreements for water and wastewater
	If septic system is required, submit permit application to Wilco OSSF
Structural:	Provide preliminary design of structural systems
	Assist in obtaining Geotech borings
Architectural:	Noted Plans, Elevations, and Sections
	Floor, wall, roof Sections marked for Details
	Draft window, door, finish and wall type Schedules
Electrical:	Light fixtures located on drawings
	Receptacles located on drawings
	Panels located on drawings
	Circuits laid-out in single-line form
	Fixture schedule 60% complete
	Panels schedule 60% complete
	Riser diagram(s) 60% complete
Mechanical:	Equipment schedule complete
	Equipment located
	Ductwork laid-out
	Diffuser schedule complete
Plumbing:	Plumbing fixtures located on drawings
	Plumbing lines laid-out
	Fixture schedule(s) 60% complete
	Riser diagram(s) 60% complete
IT:	TBD
Fire Systems:	Diagrammatic Existing Piping Locations
	Diagrammatic Alarm Location
	Fire Panel Location
	NAC Locations
Key & Access:	Key & Access head-in location

	Power Sources and details

5) Preliminary Material Finishes and Selections board
6) Updated design delivery schedule.
7) Sealed Site Permit drawings.

CONSTRUCTION DOCUMENTATION PHASE

*The deliverable at the end of this phase represents completion of proposed Construction Documents (**NO SEALS**) subject to incorporation of any review comments resulting from review of deliverable*.

This deliverable shall consist of the following PDF documents:

1) Budget Analysis
    a. If self-performed, Architect shall provide an updated opinion of probable cost
    b. If utilizing a professional cost estimator or participating in a CMAR project, coordinate with Cost Estimator or General Contractor to provide a final detailed cost estimate based upon construction documents.
2) Design Analysis with all items complete. It shall include all backup material previously submitted and revised (as necessary), all design calculations, all explanatory material giving the design rationale for any design decisions which would not be obvious to an engineer reviewing the final drawings and specifications.
3) Final edited specifications (**NO SEALS**).
4) Complete Drawings including those addressing project construction phasing. (**NO SEALS**)
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
    c. TDLR registration number included on Cover Sheet.
    d. See specific requirements for each discipline (if required for project scope):

Civil:	Details complete
	Approved licensing agreements and permits
Structural:	Details complete
Architecture:	Door / Window schedules complete
	Interior finish schedule(s) complete
	Details complete
Electrical:	Fixture schedule complete
	Panels schedule complete
	Riser diagram(s) complete
	Details complete
Mechanical:	Equipment schedule complete
	Diffuser schedule complete
	Details complete
Plumbing:	Fixture schedule complete
	Riser diagram(s) complete
	Irrigation connections complete (if required)
	Details complete
IT:	TBD
Fire Systems:	Alarm plans complete
	Suppression system Plans complete
Key & Access:	Key & Access plans complete
	Demountable Wall Coordination

5) Final Material Finishes and Selections board
6) Proposed construction schedule.

REGULATORY REVIEW & PERMITTING PHASE

The deliverable at the end of this phase includes BIM/AutoCAD files and permitted Construction Documents.

At the beginning of this phase provide the following PDF documents for record:

1) Sealed Construction Drawings.
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
2) Sealed Specifications.
3) Sealed Fire System Drawings.
4) Complete Drawings submitted to Registered Accessibility Specialist (RAS) for review.

This deliverable shall consist of updated **REVIT model / AutoCAD DWGs** and the following PDF documents:

1) Permitted Site Development Drawings.
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
2) Permitted Construction Drawings.
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
3) Permitted Specifications.
4) Permitted Fire Systems Drawings.

CONSTRUCTION CONTRACT BIDDING, AWARD, & EXECUTION PHASE

The deliverable at the end of this phase includes BIM/AutoCAD files and revised Construction Documents.

This deliverable shall consist of updated **REVIT model / AutoCAD DWGs** and the following PDF documents:

1) Construction Drawings Addenda.
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
2) Specifications Addenda.
3) Bid Tabulation

CONSTRUCTION ADMINISTRATION PHASE

Various deliverables are required throughout this phase

As required, provide the following PDF documents:

1) Copies of Change Orders and Supplementary Drawings
2) Copies of reviewed shop drawings and submittals
3) Conformed drawing set for each issuance of Architect's Supplemental Instructions.
4) Reviews of Contractor's Pay Applications
5) Punch list of items needing correction before Substantial Completion Inspection
6) Written notice that contract has been performed in general conformance with plans and specifications and is ready for Final Inspection.

PROJECT CLOSE-OUT PHASE

The deliverable at the end of this phase includes record BIM/AutoCAD files and record Construction Documents.

This deliverable shall consist of updated **REVIT model / AutoCAD DWGs** and the following PDF documents:

1) "Clean" PDF of Building Plan(s) w/ Room #s coordinated with Fire Marshal review.
2) Record Construction Drawings.
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
3) Record Specifications.
4) Record Fire System As-builts (including j-boxes and drop locations).
5) Record Key & Access As-builts (including j-boxes and drop locations).
6) Reviewed and compiled warranties, guarantees, and operation manuals, AHJ acceptance reports & certificates.

DELIVERABLE REVIEW STAMP

For standardization purposes during design Phases:

1) DO NOT track design review deliverables in the Revisions table of the Title Block.

2) Affix Interim Stamp with appropriate information in the location the Architect / Engineer seal will appear on each drawing sheet and Specifications title page.

3) See adjacent example for "Interim Stamp"

REJECTION OF DELIVERABLE

If the requirements of any deliverable phase are not met, the County will implement the following procedures:

1) The County will provide e-mail notice to Consultant that deliverable is rejected as soon as practical. Notice may include summary of deficiencies, red-line mark-ups, etc.

2) Consultant shall have seven (7) business days to resubmit with all required elements of the given review phase.

3) Within two (2) days of receipt of resubmission, the County will provide notice to Consultant that deliverable is accepted. At which point, the regular the County review process shall restart for the given review phase.

4) Rejected Consultant deliverables shall not impact overall deadline of the Project nor the review period allotted to the County officials.

5) Consultant shall provide an updated schedule showing interim submission date changes to make-up for any lost time.

6) Consultant shall not submit an invoice for 100% of phase fees until the County accepts a Phase deliverable as functionally complete.

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:
2025-1283124

Date Filed:
03/18/2025

Date Acknowledged:

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

DBR Engineering Consultants, Inc.
Austin, TX United States

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

Williamson County Parks Department

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

EXPO AV Upgrade
Upgrade audiovisual systems at the Williamson County Expo Center

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Morton, Zac	San Antonio, TX United States	X	
Uhlrich, Brian	San Antonio, TX United States	X	
Puentes, Edward	Austin, TX United States	X	
Roland, Kenny	Dallas, TX United States	X	
West, Carrie	Houston, TX United States	X	
Moe, Brent	Houston, TX United States	X	
Jones, Adam	Houston, TX United States	X	
MacDonald, Erik	Houston, TX United States	X	
Pfeiffer, Kevin	Houston, TX United States	X	
Meister, Will	Houston, TX United States	X	
Jenkins, Brian	Houston, TX United States	X	

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FORM 1295

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

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

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Zac D. Morton, 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 Bexar County, State of Texas, on the 18th day of March (month), 20 25 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

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Austin, TX United States

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		Controlling	Intermediary
Morton, Zac	San Antonio, TX United States	X	
Uhlrich, Brian	San Antonio, TX United States	X	
Puentes, Edward	Austin, TX United States	X	
Roland, Kenny	Dallas, TX United States	X	
West, Carrie	Houston, TX United States	X	
Moe, Brent	Houston, TX United States	X	
Jones, Adam	Houston, TX United States	X	
MacDonald, Erik	Houston, TX United States	X	
Pfeiffer, Kevin	Houston, TX United States	X	
Meister, Will	Houston, TX United States	X	
Jenkins, Brian	Houston, TX United States	X	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

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03/25/2025

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DBR Engineering Consultants, Inc.
Austin, TX United States

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Williamson County Parks Department

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EXPO AV Upgrade
Upgrade audiovisual systems at the Williamson County Expo Center

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

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

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

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

Commissioners Court - Regular Session **20.**

Meeting Date: 04/01/2025

Approval of Master Service Agreement #2025182 with AquaLogic Water Consulting, LLC for Cooling Tower Water Treatment at the Lake Creek Annex for Facilities Management

Submitted For: Joy Simonton **Submitted By:** Michelle McKinney, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Master Service Agreement, #2025182, between Williamson County and AquaLogic Water Consulting, LLC for Cooling Tower Water Treatment at the Lake Creek Annex in the not-to-exceed amount of $19,500.00 and authorizing the execution of the agreement.

Background

This Master Service Agreement for cooling tower water treatment at Lake Creek Annex is on a monthly schedule with AquaLogic Water Consulting, LLC technicians. This company has never performed service for the Williamson County Facilities Management department but is currently working on a construction service agreement to install cooling tower treatment equipment on the existing cooling tower. This MSA will be valid as of the date of execution through September 30, 2025 (the initial term). Each project will be initiated with a work order and purchase order. The funding source is 01.0100.0509.004500, Origination ID #2339, and the department contact is Shantil Moore, Facilities Management.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Master Service Agreement

Form 1295 AquaLogic Water Consulting LLC Complete

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/26/2025 04:42 PM
County Judge Exec Asst.	Andrea Schiele	03/26/2025 07:31 PM
Form Started By: Michelle McKinney		Started On: 03/25/2025 03:54 PM
Final Approval Date: 03/26/2025		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

MASTER SERVICES AGREEMENT
WITH
AquaLogic Water Consulting, 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 **AquaLogic Water Consulting, 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 water cooling tower water treatment and maintenance at Lake Creek Annex. The services include but are not limited to the services and work described in the attached **Proposal dated March 13, 2025** 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. Any services outside of the scope listed in the Proposal date March 13, 2025 will be outlined in a Statement of Work ("SOW") to be provided by Service Provided upon the direction of the County.

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" and each SOW provided. The Service Provider shall, upon written (including electronic) request, provide proof of valid licensure.

II.

Goods: Service Provider shall supply the County the goods described in Exhibit "A" and each SOW provided to the extent it meets or exceeds the County's solicitation, if applicable.

Service Provider shall not provide any additional goods, and the County shall not be obligated to pay for any additional goods unless a written SOW has been signed by both parties.

III.

Effective Date and Term: This Contract shall be in full force and effect when signed by all parties and shall continue through September 30, 2025, from effective date. Unless terminated sooner pursuant to paragraph XX below, 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.

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) within 24 hours of any 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") 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 specific projects as defined in Exhibit "A" and any SOW's. The not-to-exceed amount under this Agreement is **Nineteen Thousand Five Hundred Dollars ($19,500.00)** per fiscal 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 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
5. persistent failure to carry out the work in accordance with the Agreement documents.

XIII.

Insurance: Service Provider shall provide and maintain, until the services covered in this MSA 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 MSA, Service Provider shall provide the County with insurance certificates evidencing compliance with the insurance requirements of this MSA.

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: Service Provider may not assign this Agreement.

XVIII.

Severability: In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity 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.

XXIII.

Notice: Any notice required to be given under the terms of this AGREEMENT shall be 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
AquaLogic Water Consulting, LLC
15901 Neenah Cove
Austin, TX 78717

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.

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.

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. AquaLogic Water Consulting, LLC Proposal dated March 13, 2025, marked as **Exhibit "A:**;
B. Insurance certificates evidencing coverages required herein above and
C. Any Amendments agreed to by both parties.

XXVIII.

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___

AquaLogic Water Consulting, LLC:

Nina Helburn
Authorized Signature

Nina Helburn
Printed Name

Dated: March 24 _____, 20 25

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Mar 25 2025 Time: 12:51 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Mar 25 2025 Time: 6:37 am

Exhibit "A"
AquaLogic Water Consulting, LLC Proposal dated March 13, 2025

WILLAIMSON COUNTY

AQUALOGIC
WATER CONSULTING

Smart Water Treatment…

Presented by:

Graham Helburn
Vice President
AquaLogic Water Consulting, LLC
March 13, 2025

March 13, 2025

Mr. Joe Piefer
Willaimson County
Facilities
9500 Annex

Mr. Piefer,

Thank you for allowing AquaLogic Water Consulting to provide a water treatment proposal for the Williams County Emergency Center. This proposal will summarize how the on-going partnership between Williamson County and AquaLogic will create outstanding value for your operation. We are a long-standing local, minority owned business and are happy to provide refences at your request.

The purpose of the water treatment program outlined in this proposal is maximize the life cycle of your facility's infrastructure, maintain design efficiencies in all of your production equipment, and have the minimum impact possible on the environment.

The framework for a successful water treatment program does not currently exist at your facility. AquaLogic can manage the installation of this infrastructure from front to back. We will be responsible for the programing and operation of all the water treatment equipment. We will provide you all training, so you understand the critical parameters involved in the water treatment program. We will be on-site as needed to review and report on the results and the goals of the water treatment program. The primary goal of our partnership will be to maintain the highest production time and the lowest TCO possible for your facility.

Joe, the only changes made to the original were the removal of the boiler clean and flush (done). I think our Buy Board is our tax I.D. 86-1158358. That is our tax ID # .

If you have any suggestions that will strengthen our partnership, please do not hesitate to bring them to my attention.

Sincerely,

Graham Helburn

Graham Helburn
Vice President
Ph. (512)-694-6283 (mobile)
Email. ghelburn@aqualogicwc.com
Office. (512) 341-3836

Program Outline

1. **Monthly Service.** An AquaLogic Water Consulting representative will provide comprehensive service once a month. All systems will be tested. Results and recommendations will be discussed with you immediately. A second service visit will be made each month to pursue projects and check critical parameters when necessary.

2. **Equipment.** AquaLogic Water Consulting will assist in maintaining all water treatment equipment. We will also continue to strive for better, more efficient water treatment equipment

3. **Technical Support.** AquaLogic Water Consulting will continuously monitor treatment effectiveness in the cooling system. We will advise you immediately in writing when problems develop to help prevent scale buildup, and or corrosion problems in your cooling systems. We will also (with advanced notice) be available to view systems at inspection and make recommendations to improve treatment program if necessary.

4. **Chemical Feed Systems.** AquaLogic Water Consulting can provide customized feed systems to precisely and effectively introduce chemical into your system.

5. **Excellence in Manufacturing** AquaLogic Water Consulting insures reliable and consistent product quality and comprehensive customer service through our ISO 9001-2008 certified manufacturing partner.

6. **Corporate Engineering Support.** AquaLogic Water Consulting Representatives and customers alike can consult with corporate engineers to review any system problems.

7. **Equipment Maintenance/Cleaning.** AquaLogic Water Consulting will provide instruction on how to properly maintain and clean your systems. Following these simple and logical procedures will ensure cleaner, more energy efficient systems.

8. **Analytical Laboratory.** AquaLogic Water Consulting has analytical facilities, and state-of-the-art-automated equipment. As a result, our customers experience a more accurate and more efficient means of system analysis.

9. **All-Inclusive Monthly Service Agreement.** AquaLogic Water Consulting will provide all chemicals and service invoiced monthly if a service agreement is desired.

10. <u>Training.</u> AquaLogic Water Consulting will provide onsite training as needed. Formal and informal training is available for your personnel

Technical Service Plan for Williamson County

AquaLogic Water Consulting will be present at your facility to monitor the treatment dosages, instruct operating personnel, deliver written instructions for control of the treatment systems and in general, provide you with any assistance that will help you preserve and maintain an excellent water treatment program. You will be provided with service as needed to closely monitor the conditions in your systems. We will troubleshoot problems and perform any special tests required. We will coordinate the installation of special test equipment necessary to effectively monitor this program. We will be bringing to your attention the latest advances in the water treatment industry. We will supply you with a written report after each service call. With this report, you will have an opportunity to review any problems with us.

The following are detailed descriptions of the type of service you can expect from **AquaLogic Water Consulting** upon selecting us as your water treatment company.

<u>Service</u>

1. **At least once per month service visits to include, but not limited to, the following**:

    a. Perform all pertinent water tests.
    b. Complete Web based Consulting Service Report to include:
        - Discussion of problem areas.
        - Solutions to problems.
        - Detailed consequences of not correcting problems.
        - Chemical inventory.
        - System data.
        - Review of system operation via remote communication
        - Recommended chemical feed rates and control.
        - Graphical analysis of critical program parameters
        - Evaluation of chemical feed equipment
    c. Review daily operating logs.
    d. Discuss Consulting Service Report in detail with operators and management personnel.
    e. Copy of Consulting Service Report to all designated personnel.
    f. Thorough check of all chemical feed equipment

2. A second monthly service visit will be made to check critical program parameters and focus on current projects when necessary.

3. An **AquaLogic Water Consulting** representative is on 24-hour call and available for consultation on routine matters, upset conditions, or emergencies. An **AquaLogic Water Consulting** representative can be on site four hours after notification, if necessary.

4. An alternate **AquaLogic** representative will be familiar with your account. This provides service during vacation or sickness of primary representative.

Technical Service Team

Once our chemical treatment program starts, the services of a qualified chemist or engineer are essential to ensure that all the proposed benefits of the program are achieved. This service is the key to success of any chemical treatment program.

AquaLogic Personnel Responsible for Servicing Your Facility

Jeff Simpson, Sales Manager, will be the secondary person responsible for your facility. He has 33 years of water treatment experience and is familiar with the type of equipment and systems at your facilities. He will perform the services described in this proposal in support of our efforts. A limited geographic responsibility makes frequent servicing at your facility possible. Response to emergency situations can be expected within two to four hours from the time of contact.

The following numbers are available to assure immediate contact and response:

(830)-832-9411	Mobile Phone/Voice Mail
(512) 341-3836	Aqualogic Office

Graham Helburn, Vice President, will provide primary support for your facility and be responsible for program administration and project identification. He has received outstanding water treatment training and will complete the TEAM that is responsible for your facility. Graham is one of the company principles and has 33 years of water treatment experience.

The following numbers are available to assure immediate contact and response:

(512)-694-6283	Mobile Phone/Voice Mail
(512) 341-3836	Aqualogic Office

Blake Allen, Technical Service Representative II, will provide additional support and manage inventory and installation of equipment. Blake will also be involved in any special projects that we pursue at Seoyon. Blake has 6 years of water treatment experience.

The following numbers are available to assure immediate contact and response:

(512) 639-7850	Mobile Phone/Voice Mail
(512) 341-3836	Aqualogic Office

Chemical Program

Logic 2128T - designed for high hardness water. This is a polymer additive package with advanced quad-polymer technology and calcium dispersants. This product will provide clean heat exchange surfaces while protecting your system from corrosion and fouling.

Bellacide 355 – a non-oxidizing biocide that will enhance the Brommax 7.1. This product will help prevent the growth of Legionella Pnumophilla in the ystsem. Bellacide 355 has a biodispersant blended into it to help penetrate tough biological mass.

Brommax 7.1 - oxidizing biocide utilized to control biological growth in moderate to high pH water. Bromine is very effective at controlling the growth of bacteria that can lead to deposition and corrosion in your system.

Critical Program Parameters

Condenser System Operating Guidelines	
Conductivity	1800-2000 µmhos
pH	8.5-8.9
Logic 2128T	100-130 PPM
Brommax 7.1	2.0-5.0 PPM
M Alkalinity	300-400 PPM
Total Hardness	400-500 PPM
Calcium Hardness	150-200 PPM
Avg. CoC	5.0
System Corrosion Rates	
Steel	< 2 m.p.y.
Admiralty/Brass	< 0.2 m.p.y.
System Biological Levels	
Aerobic Bacteria	<10,000 c.f.u
Anaerobic Bacteria	<1,000 c.f.u.

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Hot Water System Operating Guidelines	
Conductivity	<4,000 µmhos
pH	9.5-10.9
CL 3000	900-1100 PPM
Iron (Fe)	< 1.0 PPM
Copper (Cu)	<0.20 PPM
Azole	10-30 PPM

Chilled Water System Operating Guidelines	
Conductivity	<4,000 µmhos
pH	9.5-10.9
CL 3000	500-700 PPM
Iron (Fe)	< 1.0 PPM
Copper (Cu)	<0.20 PPM
Azole	10-20

Executive Summary

The primary goal of a cooling water program is to achieve and maintain the optimum operating efficiency of the system. A well-designed cooling water program is integral to this process. The program is designed to protect all components of the system to optimize heat transfer efficiency within the cooling, heating, and evaporative portions of your system.

In a cooling system utilizing a multiple metallurgies, the prevention of corrosion under common conditions can be challenging. AquaLogic has proposed our proprietary blend of polymers that will effectively protect your multi metal system from corrosion.

We will provide and maintain the latest technology, including traced chemical feed and remote monitoring to ensure that your systems are operating as efficiently as possible.

We will be present to monitor your program with whatever frequency is necessary to insure we help you maintain a low TCO. When you have equipment shut down for maintenance, we will be present with fiber optic cameras and laboratory support to inspect your equipment and insure the water treatment program is providing you the value that you expect.

Business Plan for Williamson County

Annual Chemical & Service	$9,780.00 - annual; $815.00 - monthly

Included

- All Chemical & Service
- Shipping
- Equipment adjustments
- Training
- Remote communications/monitoring
- Equipment inspections
- Corrosion studies
- Quarterly business reviews

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:
2025-1285639

Date Filed:
03/24/2025

Date Acknowledged:

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

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

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.
2025182
water treatment services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
AquaLogic Water Consulting, LLC	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Nina Holburn, and my date of birth is [redacted]

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

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

Executed in Williamson County, State of Texas, on the 24 day of March (month), 2025 (year).

Nina Holburn
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:
2025-1285639

Date Filed:
03/24/2025

Date Acknowledged:
03/25/2025

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

AquaLogic Water Consulting, LLC
Austin, TX United States

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

Williamson County

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.

2025182
water treatment services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
AquaLogic Water Consulting, LLC	Austin, 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 **21.**

Meeting Date: 04/01/2025

CR 314 Inland WA07 Supp03

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on CR 314 Safety Improvements Supplement No. 3 to Work Authorization No. 7 to the On-Call Land Surveying contract executed May 13, 2024, between Williamson County and Austin Surveying Company, LLC dba Inland Geodetics relating to the 2029 Road Bond Program. Project: P364 Fund Source: Road Bonds

Background

The Austin Surveying Company, LLC dba Inland Geodetics Supplemental No. 3 to Work Authorization No. 7 increases the total parcel acquisitions by 6 additional parcels, from 91 parcels to 97 parcels in the amount of $41,850.00 and extends the termination date to 9/30/2025. This SWA increase stays under the contract cap.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CR 314 Safety Improvements - SWA #3 to WA #7

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/27/2025 03:06 PM
Form Started By: Marie Walters		Started On: 03/27/2025 11:12 AM
Final Approval Date: 03/27/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. 03
TO
WORK AUTHORIZATION NO. 07

WILLIAMSON COUNTY ROAD BOND PROJECT:
CR 314 Safety Improvements (IH 35 to CR 332)

This Supplemental Work Authorization No. 03 to Work Authorization No. 07 is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated May 13, 2024 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Austin Survey Company, LLC dba Inland Geodetics** (the "Surveyor").

WHEREAS, the County and the Surveyor executed Work Authorization No. 07 dated effective July 18, 2024 (the "Work Authorization");

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

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

AGREEMENT

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

I. The Services to be Provided by the Surveyor that were set out in the original Attachment "B" of the Work Authorization are hereby amended, changed, and modified to show an increase in the total parcel acquisitions by **6 additional parcels**, from **91** parcels to **97** parcels of Item d, Parcel Acquisition Documents, due to modifications during negotiations in the previously established right-of-way (ROW) footprint. All changes and additions to services provided will be shown in the revised Attachment "B" (must be attached).

II. The Work Authorization shall terminate on **September 30, 2025**. The Services to be Provided by the Surveyor shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

III. The maximum amount payable for service under the Work Authorization is hereby increased by **$41,850.00** from $202,075.00 to **$243,925.00**. The revised Fee Schedule is attached hereto as Attachment "D" (must be attached).

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

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

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

SURVEYOR:	**COUNTY:**
Austin Survey Company, LLC	**Williamson County, Texas**
By: Francisco Rivera Signature	By: _____ Signature
Francisco Rivera Printed Name	_____ Printed Name
President Title	_____ Title
2/25/2025 Date	_____ Date

LIST OF ATTACHMENTS

Attachment B – Services to be Provided by Surveyor

Attachment C – Work Schedule

Attachment D – Fee Schedule

APPROVED
By Christen Eschberger at 12:23 pm, Mar 23, 2025

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE SURVEYOR FOR
CR 314 Safety Improvements (IH 35 to CR 332)

PROJECT AMENDMENT

PROJECT SCOPE

This amendment hereby increases the Parcel Acquisition Documents services by **six (6)** parcels, from 91 parcel acquisitions to an amount not to exceed 97 parcel acquisitions, along CR 314, from IH 35 to CR 332. Surveyor's Scope of Services is limited to those items outlined below.

a. SURVEYING

b. FIELD SURVEYING:

i. Parcel Acquisition Documents (up to **6** additional parcel documents assumed; up to **6** additional parcel staking's assumed):

- Surveyor shall prepare preliminary parcel descriptions with associated parcel plats for ROW parcel and easement acquisition. Surveyor will perform sufficient 2-dimensional location of substantial features found within 25 feet of the proposed ROW lines and note any improvements requiring removal/relocation.

- After receipt of title commitments, set appropriate monumentation in accordance with County requirements. Prepare signed and sealed documents for ROW parcel and easement acquisition(s).

- Stake proposed ROW with suitable markers as requested, on a parcel-by-parcel basis, for the purposes of fence construction, utility installation, or property owner requests.

DELIVERABLES:

- Draft Parcel Acquisition Documents (pdf)
- Updated ROW map (roll plot) – if applicable
- Final Signed and Sealed Parcel Acquisition Documents (pdf)
- Survey CADD files
- ASCII point file of all points located/set during the course of the survey

ATTACHMENT C - WORK SCHEDULE

Inland Geodetics													
Start Date	Week 1	Week 5	Week 9	Week 13	Week 17	Week 21	Week 25	Week 29	Week 61	Week 65	Week 69	Week 73	Week 77
NOTE*	4/1/2024	4/29/2024	5/27/2024	6/24/2024	7/22/2024	8/19/2024	9/16/2024	10/14/2024	5/26/2025	6/23/2025	7/21/2025	8/18/2025	9/15/2025
PARCEL PREP													
FIELD MARKING OF ESMTS													
*Receiving Title Commitments and client reviews is critical to meeting this estimated schedule. Adjustments will be communicated and approved by client.													

Inland Geodetics Fee Schedule - Attachment D

SERVICE	# of Parcels	1 Man Crew	2 Man Crew	3 Man Crew	4 Man Crew	Principal	PM	RPLS	SEN TECH / SIT	Office Tech	Field Coordinator	Clerical Support	LSLS	LSLS (FIELDWORK)	DIRECT	Total Hours
Williamson County MSA 2024		$125	$205	$285	$365	$0	$190	$175	$130	$110	$0	$75	$200	$200		
PARCEL PREP (ROW/ESMT)																
															$ -	0 HRS
ACQUISITION PARCELS	6 Parcels														$ -	0 HRS
															$ -	0 HRS
PARCEL REVISIONS							12 HRS	36 HRS	210 HRS			6 HRS			$ 36,330.00	264 HRS
FIELD MARKING OF PARCELS			12 HRS					6 HRS	12 HRS			6 HRS			$ 5,520.00	36 HRS
															$ -	0 HRS
															$ -	0 HRS
															$ -	0 HRS
PARCEL PREP (ROW/ESMT)		0 HRS	12 HRS	0 HRS	0 HRS	0 HRS	12 HRS	42 HRS	222 HRS	0 HRS	0 HRS	12 HRS	0 HRS	0 HRS	$ 41,850.00	300 HRS
SUB-TOTAL		**0 HRS**	**12 HRS**	**0 HRS**	**0 HRS**	**0 HRS**	**12 HRS**	**42 HRS**	**222 HRS**	**0 HRS**	**0 HRS**	**12 HRS**	**0 HRS**	**0 HRS**	**$ 41,850.00**	**300 HRS**
REIMBURSABLE ITEMS																
REIMBURSABLE SERVICES																
ESTIMATED FEE		**$0**	**$2,460**	**$0**	**$0**	**$0**	**$2,280**	**$7,350**	**$28,860**	**$0**	**$0**	**$900**	**$0**	**$0**	**$ 41,850.00**	

or $ 6,975.00 each

Commissioners Court - Regular Session **22.**

Meeting Date: 04/01/2025

Rifeline Public Involvement WA Ratification

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action to ratify Supplemental Work Authorizations to Fiscal Year 2025 Work Authorizations under the RFP#1812-284 Public Involvement Services Agreement for Infrastructure Projects between Rifeline, LLC. and Williamson County, dated March 26, 2019. The supplementals are to extend the expiration date to July 31, 2025, and allocated the previously approved not-to-exceed increase of $450,000.00 from March 25, 2025, Agenda Item #76.

Background

Commissioners Court Agenda Item #76 on March 25, 2025, authorized the Rifeline, LLC. Public Involvement Services Fifth Extension Agreement of the contract RFP#1812-284 to allow for the execution of the following Supplemental Work Authorizations:

- 2023 Road Bond Program Work Authorization No. 32 Supplemental No. 1 in the amount of $200,000.00
- 2019 Road Bond Program Work Authorization No. 33 Supplemental No. 1 in the amount of $160,000.00
- LTP Corridor/Road & Bridge Dept. Work Authorization No. 34 Supplemental No. 1 in the amount of $90,000.00
- LTP Corridor/Road & Bridge Dept. Work Authorization No. 34 Supplemental No. 2 in the amount of $180,000.00

Funding may be provided from the Road Bonds as well as other non-Road Bond funding from Road and Bridge Department such as 01.0200.0210.004100. The contract is set to expire on July 31, 2025.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Rifeline-PI2023RB-WA32Supp01

Rifeline-PI2019RB-WA33Supp01

Rifeline-PILTPCorridor-WA34Supp01

Rifeline-PILTPCorridor-WA34Supp02

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/28/2025 01:17 PM
Form Started By: Marie Walters		Started On: 03/27/2025 02:37 AM
Final Approval Date: 03/28/2025		

SUPPLEMENTAL NO. 1

TO

WORK AUTHORIZATION NO. 32

2023 ROAD BOND PROJECTS

This Work Authorization ("WA") is made pursuant to the terms and conditions of the Public Involvement Services Agreement executed by and between Williamson County, Texas ("County") and Rifeline, LLC ("Firm") on March 26, 2019 ("Agreement") and describes the particular Services that shall be provided to County by Firm hereunder.

1. **Primary Services to Be Provided by Firm to County:**
   Firm shall provide the following Services to County:

   The Firm will provide the following public involvement services for the 2023 Road Bond: Communications and public engagement support for any projects funded by the 2023 Road Bond; Develop plans, fact sheets, frequently asked questions, website copy and revisions; Conduct stakeholder research; Respond to stakeholder inquiries; Conduct and document stakeholder and property owner outreach, including scheduling, preparing for and facilitating meetings; Maintain stakeholder database; Project management, file management and record keeping; General program coordination with Williamson County and the General Engineering Consultants including the review and creation of informational materials, talking points, checklists, site plans, presentations and display boards; Attend, prepare for and lead coordination meetings; Provide grant support; Complete other tasks as needed.

2. **County's Responsibilities (if applicable):**
   County shall provide the following:

   The County will provide direction to the public involvement team, availability for meetings as necessary, review and approval of strategy and materials.

3. **Compensation Specific to this WA: (Change)**
   Some of the primary services that were previously anticipated for **$1,000,000.00** will require additional funds resulting from an extension in Time for Performance; therefore, the new work authorization is $**1,200,000.00**. This results in an increase of **$200,000.00**.

4. **Expenses Specific to this WA (if applicable): (No Change)**
   The County will pay the Firm up to a maximum amount of **$40,000.00** for expenses actually incurred during the performance of the Services to be performed under this WA.

5. **Payment Terms:**
   All invoices are due and payable in accordance with the terms of the Agreement.

6. **Time for Performance Specific to this WA: (Change)**
   The Services to be performed under this WA shall be completed on or before July 31, 2025.

7. **Incorporation by Reference; Conflicting Terms and Conditions:**
   All terms and conditions of the Agreement are hereby incorporated herein by reference as though they were fully set forth herein. To the extent that any of the terms and conditions of the Agreement conflict with the terms and conditions of this WA, the terms and conditions of the Agreement shall control unless this WA specifically states that the parties intend to modify a specific term or condition of the Agreement.

WITNESS WHEREOF each County and Firm has caused its authorized representatives to execute and deliver this WA effective as of the date of _____

RIFELINE, LLC	**WILLIAMSON COUNTY, TEXAS**
BY: _____	BY: _____
NAME: Lynda Rife	NAME: _____
TITLE: President	TITLE:
DATE: 3/5/2025	DATE: _____

APPROVED
By Christen Eschberger at 12:17 pm, Mar 23, 2025

SUPPLEMENTAL NO. 1

TO

WORK AUTHORIZATION NO. 33

ROAD BOND (2013 & 2019) PROJECTS

This Work Authorization ("WA") is made pursuant to the terms and conditions of the Public Involvement Services Agreement executed by and between Williamson County, Texas ("County") and Rifeline, LLC ("Firm") on March 26, 2019 ("Agreement") and describes the particular Services that shall be provided to County by Firm hereunder.

1. **Primary Services to Be Provided by Firm to County:**
   Firm shall provide the following Services to County:

   The Firm will provide the following public involvement services for 2013 and 2019 Road Bond projects: Communications and public engagement support for any projects funded by the 2013 and 2019 Road Bonds; Develop plans, fact sheets, frequently asked questions, website copy and revisions; Conduct stakeholder research; Respond to stakeholder inquiries; Conduct and document stakeholder and property owner outreach, including scheduling, preparing for and facilitating meetings; Maintain stakeholder database; Project management, file management and record keeping; General program coordination with Williamson County and the General Engineering Consultants including the review and creation of informational materials, talking points, checklists, site plans, presentations and display boards; Attend, prepare for and lead coordination meetings; Provide grant support; Complete other tasks as needed.

2. **County's Responsibilities (if applicable):**
   County shall provide the following:

   The County will provide direction to the public involvement team, availability for meetings as necessary, review and approval of strategy and materials.

3. **Compensation Specific to this WA: (Change)**
   Some of the primary services that were previously anticipated for **$500,000.00** will require additional funds resulting from an extension in Time for Performance; therefore, the new work authorization is $**660,000.00**. This results in an increase of **$160,000.00**.

4. **Expenses Specific to this WA: (No change)**

   The County will pay the Firm up to a maximum amount of **$40,000.00** for expenses actually incurred during the performance of the Services to be performed under this WA.

5. **Payment Terms:**
   All invoices are due and payable in accordance with the terms of the Agreement.

6. **Time for Performance Specific to this WA: (Change)**

   The Services to be performed under this WA shall be completed on or before July 31, 2025.

7. **Incorporation by Reference; Conflicting Terms and Conditions:**
   All terms and conditions of the Agreement are hereby incorporated herein by reference as though they were fully set forth herein. To the extent that any of the terms and conditions of the Agreement conflict with the terms and conditions of this WA, the terms and conditions of the Agreement shall control unless this WA specifically states that the parties intend to modify a specific term or condition of

the Agreement.

WITNESS WHEREOF each County and Firm has caused its authorized representatives to execute and deliver this WA effective as of the date of _____

RIFELINE, LLC	**WILLIAMSON COUNTY, TEXAS**
BY: _____	BY: _____
NAME: Lynda Rife	NAME: _____
TITLE: President	TITLE:
DATE: 3/5/2025	DATE: _____

APPROVED
By Christen Eschberger at 12:17 pm, Mar 23, 2025

SUPPLEMENTAL NO. 1

TO

WORK AUTHORIZATION NO. 34

Corridor/Road & Bridge Projects

This Work Authorization ("WA") is made pursuant to the terms and conditions of the Public Involvement Services Agreement executed by and between Williamson County, Texas ("County") and Rifeline, LLC ("Firm") on March 26, 2019 ("Agreement") and describes the particular Services that shall be provided to County by Firm hereunder.

1. **Primary Services to Be Provided by Firm to County:**
   Firm shall provide the following Services to County:

   The Firm will provide the following public involvement services for Corridor and Road and Bridge projects: Communications and public engagement support; Develop plans, fact sheets, frequently asked questions, website copy and revisions; Conduct stakeholder research; Respond to stakeholder inquiries; Conduct and document stakeholder and property owner outreach, including scheduling, preparing for and facilitating meetings; Maintain stakeholder database; Project management, file management and record keeping; General program coordination with Williamson County and the General Engineering Consultants including the review and creation of informational materials, talking points, checklists, site plans, presentations and display boards; Attend, prepare for and lead coordination meetings; Provide grant support; Complete other tasks as needed.

2. **County's Responsibilities (if applicable):**
   County shall provide the following:

   The County will provide direction to the public involvement team, availability for meetings as necessary, review and approval of strategy and materials.

3. **Compensation Specific to this WA: (Change)**
   Some of the primary services that were previously anticipated for **$200,000.00** will require additional funds; therefore, the new work authorization is $**290,000.00**. This results in an increase of **$90,000.00**.

4. **Expenses Specific to this WA: (No change)**

   The County will pay the Firm up to a maximum amount of **$40,000.00** for expenses actually incurred during the performance of the Services to be performed under this WA.

5. **Payment Terms:**
   All invoices are due and payable in accordance with the terms of the Agreement.

6. **Time for Performance Specific to this WA: (No change)**

   The Services to be performed under this WA shall be completed on or before March 26, 2025.

7. **Incorporation by Reference; Conflicting Terms and Conditions:**
   All terms and conditions of the Agreement are hereby incorporated herein by reference as though they were fully set forth herein. To the extent that any of the terms and conditions of the Agreement conflict with the terms and conditions of this WA, the terms and conditions of the Agreement shall control unless this WA

specifically states that the parties intend to modify a specific term or condition of the Agreement.

WITNESS WHEREOF each County and Firm has caused its authorized representatives to execute and deliver this WA effective as of the date of _____

RIFELINE, LLC	**WILLIAMSON COUNTY, TEXAS**
BY: _____	BY: _____
NAME: Lynda Rife	NAME: _____
TITLE: President	TITLE: _____
DATE: 2/25/2025	DATE: _____

APPROVED
By Christen Eschberger at 12:17 pm, Mar 23, 2025

SUPPLEMENTAL NO. 2

TO

WORK AUTHORIZATION NO. 34

Corridor/Road & Bridge Projects

This Work Authorization ("WA") is made pursuant to the terms and conditions of the Public Involvement Services Agreement executed by and between Williamson County, Texas ("County") and Rifeline, LLC ("Firm") on March 26, 2019 ("Agreement") and describes the particular Services that shall be provided to County by Firm hereunder.

1. **Primary Services to Be Provided by Firm to County:**
   Firm shall provide the following Services to County:

   The Firm will provide the following public involvement services for Corridor and Road and Bridge projects: Communications and public engagement support; Develop plans, fact sheets, frequently asked questions, website copy and revisions; Conduct stakeholder research; Respond to stakeholder inquiries; Conduct and document stakeholder and property owner outreach, including scheduling, preparing for and facilitating meetings; Maintain stakeholder database; Project management, file management and record keeping; General program coordination with Williamson County and the General Engineering Consultants including the review and creation of informational materials, talking points, checklists, site plans, presentations and display boards; Attend, prepare for and lead coordination meetings; Provide grant support; Complete other tasks as needed.

2. **County's Responsibilities (if applicable):**
   County shall provide the following:

   The County will provide direction to the public involvement team, availability for meetings as necessary, review and approval of strategy and materials.

3. **Compensation Specific to this WA: (Change)**
   Some of the primary services that were previously anticipated for **$290,000.00** will require additional funds resulting from an extension in Time for Performance; therefore, the new work authorization is $**470,000.00**. This results in an increase of **$180,000.00**.

4. **Expenses Specific to this WA: (No change)**

   The County will pay the Firm up to a maximum amount of **$40,000.00** for expenses actually incurred during the performance of the Services to be performed under this WA.

5. **Payment Terms:**
   All invoices are due and payable in accordance with the terms of the Agreement.

6. **Time for Performance Specific to this WA: (Change)**

   The Services to be performed under this WA shall be completed on or before July 31, 2025.

7. **Incorporation by Reference; Conflicting Terms and Conditions:**
   All terms and conditions of the Agreement are hereby incorporated herein by reference as though they were fully set forth herein. To the extent that any of the terms and conditions of the Agreement conflict with the terms and conditions of this WA, the terms and conditions of the Agreement shall control unless this WA specifically states that the parties intend to modify a specific term or condition of the Agreement.

WITNESS WHEREOF each County and Firm has caused its authorized representatives to execute and deliver this WA effective as of the date of _____

RIFELINE, LLC	**WILLIAMSON COUNTY, TEXAS**
BY: _____	BY: _____
NAME: Lynda Rife	NAME: _____
TITLE: President	TITLE: _____
DATE: 3/5/2025	DATE: _____

APPROVED
By Christen Eschberger at 12:18 pm, Mar 23, 2025

Commissioners Court - Regular Session **23.**

Meeting Date: 04/01/2025

CFA Utility Coordination WA Ratification

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action to ratify Supplemental Work Authorizations to Fiscal Year 2025 Work Authorizations under the RFQ#1811-273 for Utility Coordination for the Corridor & Road Bond Programs Infrastructure Projects between Cobb, Fendley & Associates, Inc. and Williamson County, dated July 16, 2019. The supplementals are to extend the expiration date to July 31, 2025, and allocate the previously approved adjusted compensation cap amount of $2,658,100.00 from March 25, 2025, Agenda Item #77.

Background

Commissioners Court Agenda Item #77 on March 25, 2025, authorized the Cobb, Fendley & Associates, Inc. Utility Coordination Services Amendment No. 11 to the contract RFP#1811-273 to allow for the execution of the following Supplemental Work Authorizations:

- LTP Corridor Work Authorization No. 13 Supplemental No. 1 time extension only
- 2019 Road Bond Program Work Authorization No. 14 Supplemental No. 1 in the amount of $648,606.00
- 2023 Road Bond Program Work Authorization No. 35 Supplemental No. 1 in the amount of $2,009,119.00

Funding may be provided from the Road Bonds as well as other non-Road Bond funding from Road and Bridge Department such as 01.0200.0210.004100. The contract is set to expire on July 31, 2025.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CFA-LTPCorridorUC-WA13Supp01

CFA-2019RoadBondUC-WA14Supp01

CFA-2023RoadBondUC-WA15Supp01

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/28/2025 01:17 PM
Form Started By: Marie Walters		Started On: 03/27/2025 11:08 AM
Final Approval Date: 03/28/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO
WORK AUTHORIZATION NO. 13

WILLIAMSON COUNTY ROAD BOND PROJECT:
Corridor Program

This Supplemental Work Authorization No. 1 to Work Authorization No. 13 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated July 16, 2019 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Cobb, Fendley & Associates, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 13 dated effective November 21, 2024 (the "Work Authorization");

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

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

AGREEMENT

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

I. The Work Authorization shall terminate on July 31, 2025. The Services to be Provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

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

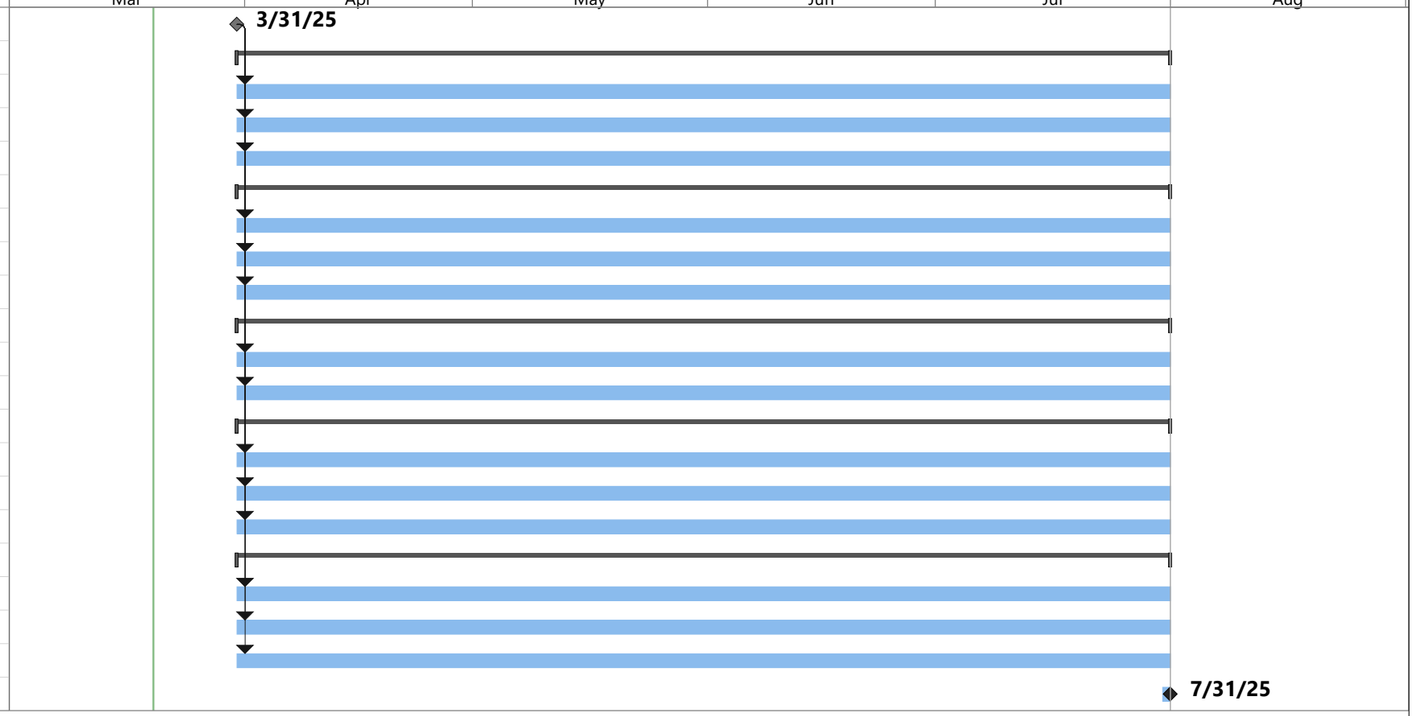
This Supplemental Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

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

ENGINEER:	**COUNTY:**
By: Sandra G Khoury	By: _____
	Signature
Sandra G. Khoury, P.E.	_____
Printed Name	Printed Name
Executive Vice President	_____
Title	Title
March 20, 2025	_____
Date	Date

APPROVED
By Christen Eschberger at 12:20 pm, Mar 23, 2025

ID	Task Name	Start	Finish
1	Notice to Proceed	Mon 3/31/25	Mon 3/31/25
2	**PROGRAM MANAGEMENT AND COORDINATION**	**Mon 3/31/25**	**Thu 7/31/25**
3	PROJECT QA/QC	Mon 3/31/25	Thu 7/31/25
4	WEEKLY PROJECT STATUS MEETINGS & REPORTS	Mon 3/31/25	Thu 7/31/25
5	PROJECT DOCUMENTATION	Mon 3/31/25	Thu 7/31/25
6	**UTILITY ADJUSTMENT COORDINATION**	**Mon 3/31/25**	**Thu 7/31/25**
7	UTILITY COORDINATION ACTIVITIES & MEETINGS	Mon 3/31/25	Thu 7/31/25
8	UTILITY AGREEMENT ASSEMBLIES	Mon 3/31/25	Thu 7/31/25
9	UTILITY TRACKING	Mon 3/31/25	Thu 7/31/25
10	**SUBSURFACE UTILITY ENGINEERING**	**Mon 3/31/25**	**Thu 7/31/25**
11	QUALITY LEVEL B	Mon 3/31/25	Thu 7/31/25
12	QUALITY LEVEL A	Mon 3/31/25	Thu 7/31/25
13	**UTILITY ENGINEERING**	**Mon 3/31/25**	**Thu 7/31/25**
14	UTILITY LAYOUT	Mon 3/31/25	Thu 7/31/25
15	CONFLICT ASSESSMENT	Mon 3/31/25	Thu 7/31/25
16	INDIVIDUAL UTILITY MEETINGS	Mon 3/31/25	Thu 7/31/25
17	**UTILITY PLANNING AND RESEARCH**	**Mon 3/31/25**	**Thu 7/31/25**
18	UTILITY DATA COLLECTION	Mon 3/31/25	Thu 7/31/25
19	EVALUATION OF UTILITY DATA	Mon 3/31/25	Thu 7/31/25
20	**RIGHT-OF-WAY COORDINATION**	Mon 3/31/25	Thu 7/31/25
21	Work Authorization Termination	Thu 7/31/25	Thu 7/31/25



Williamson County
Corridor Program
WA 13 - Supplemental No. 1

Task	Project Summary	Manual Task	Start-only	Deadline
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone

SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO
WORK AUTHORIZATION NO. 14

WILLIAMSON COUNTY ROAD BOND PROJECT:
Utility Coordination for 2019 Road Bond Program

This Supplemental Work Authorization No. 1 to Work Authorization No. 14 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated July 16, 2019 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Cobb, Fendley & Associates, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 14 dated effective November 21, 2024 (the "Work Authorization");

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

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

AGREEMENT

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

I. The maximum amount payable for services under the Work Authorization is hereby increased from $1,046,361.60 to $1,694,967.60.

II. The Work Authorization shall terminate on July 31, 2025. The Services to be Provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

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

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

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

ENGINEER:

By: Sandra G Khoury

Sandra G. Khoury, P.E.
Printed Name

Executive Vice President
Title

March 20, 2025
Date

COUNTY:

By: _____
Signature

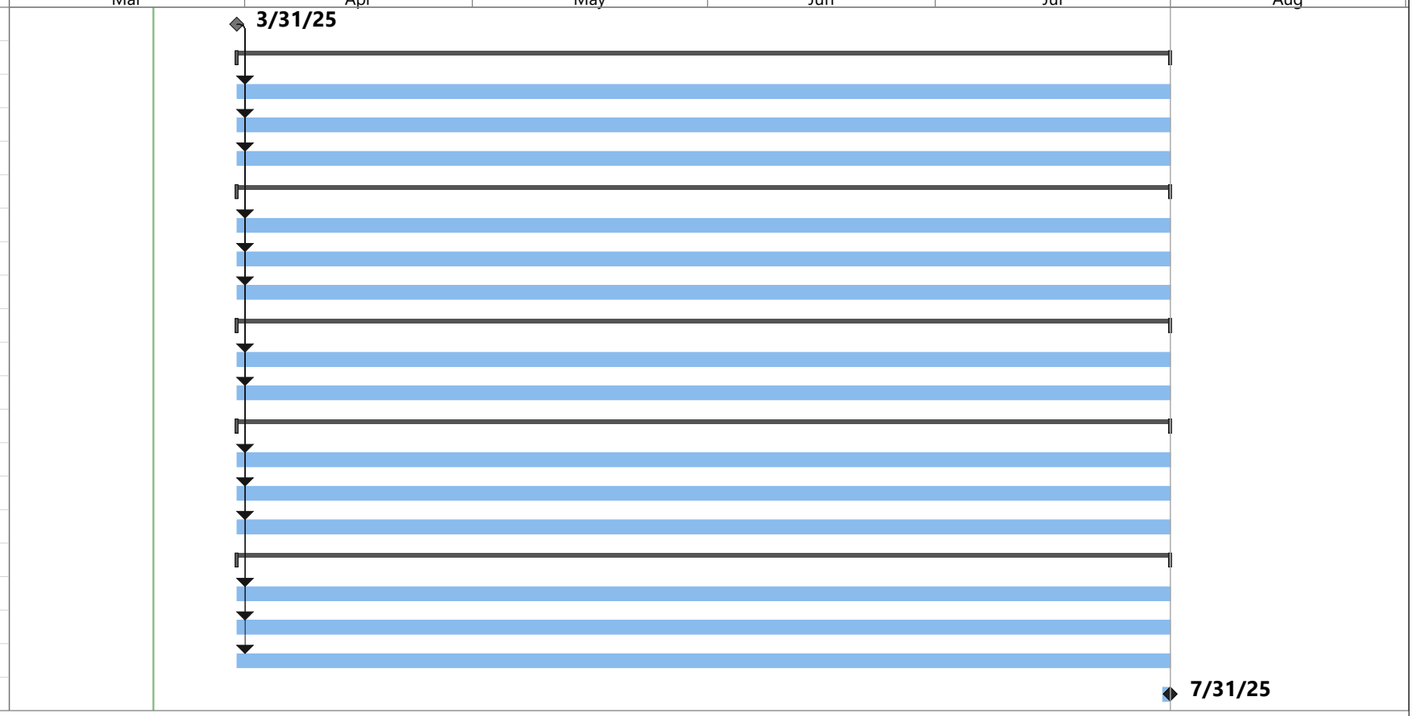
_____
Printed Name

_____
Title

_____
Date

APPROVED
By Christen Eschberger at 12:20 pm, Mar 23, 2025

ID	Task Name	Start	Finish
1	Notice to Proceed	Mon 3/31/25	Mon 3/31/25
2	**PROGRAM MANAGEMENT AND COORDINATION**	**Mon 3/31/25**	**Thu 7/31/25**
3	PROJECT QA/QC	Mon 3/31/25	Thu 7/31/25
4	WEEKLY PROJECT STATUS MEETINGS & REPORTS	Mon 3/31/25	Thu 7/31/25
5	PROJECT DOCUMENTATION	Mon 3/31/25	Thu 7/31/25
6	**UTILITY ADJUSTMENT COORDINATION**	**Mon 3/31/25**	**Thu 7/31/25**
7	UTILITY COORDINATION ACTIVITIES & MEETINGS	Mon 3/31/25	Thu 7/31/25
8	UTILITY AGREEMENT ASSEMBLIES	Mon 3/31/25	Thu 7/31/25
9	UTILITY TRACKING	Mon 3/31/25	Thu 7/31/25
10	**SUBSURFACE UTILITY ENGINEERING**	**Mon 3/31/25**	**Thu 7/31/25**
11	QUALITY LEVEL B	Mon 3/31/25	Thu 7/31/25
12	QUALITY LEVEL A	Mon 3/31/25	Thu 7/31/25
13	**UTILITY ENGINEERING**	**Mon 3/31/25**	**Thu 7/31/25**
14	UTILITY LAYOUT	Mon 3/31/25	Thu 7/31/25
15	CONFLICT ASSESSMENT	Mon 3/31/25	Thu 7/31/25
16	INDIVIDUAL UTILITY MEETINGS	Mon 3/31/25	Thu 7/31/25
17	**UTILITY PLANNING AND RESEARCH**	**Mon 3/31/25**	**Thu 7/31/25**
18	UTILITY DATA COLLECTION	Mon 3/31/25	Thu 7/31/25
19	EVALUATION OF UTILITY DATA	Mon 3/31/25	Thu 7/31/25
20	**RIGHT-OF-WAY COORDINATION**	Mon 3/31/25	Thu 7/31/25
21	Work Authorization Termination	Thu 7/31/25	Thu 7/31/25



Williamson County
2019 Road Bond Program
WA 14- Supplemental No. 1

Task	Project Summary	Manual Task	Start-only	Deadline
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone

Attachment D

Fee Schedule

Utility Coordination & Engineering Services

Description of Work Task	Senior Project Manager	Senior Engineer	Project Manager	Deputy Project Manager	Project Engineer III	Project Engineer II	Project Engineer I	Graduate Engineer II	Graduate Engineer I	Senior Utility Specialist	Utility Specialist	Jr Utility Specialist	Senior Technician	Technician III	Technician II	Technician I	Right-of-Way Project Manager	Right-of-Way Agent	Registered Professional Land Surveyor	2-Person Field Services Crew	1-Person Field Services Crew	Two-Man Designating Crew (4 hr min)	One-Man Designating Crew (4 hr min)	Vacuum Ex Truck w/ 2 Techs (Vac 3000 & 4000) (4 hr min)	Vacuum Ex Truck w/ 2 Techs (Vac 6000) (4 hr min)	Ground Penetrating Radar w/ 1 Tech (4 hr min)	Administrative	Clerical	Total Hours	Total Cost
	$291.00	$241.00	$210.00	$175.00	$210.00	$185.00	$155.00	$145.00	$130.00	$192.00	$155.00	$130.00	$179.00	$155.00	$142.00	$117.00	$291.00	$173.00	$210.00	$179.00	$148.00	$210.00	$136.00	$365.00	$390.00	$322.00	$130.00	$99.00		
PROJECT MANAGEMENT AND COORDINATION	40	0	20	70	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	15	15	**160**	$ 31,525.00
UTILITY ADJUSTMENT COORDINATION	70	0	0	70	0	0	70	30	25	20	70	210	40	0	0	0	0	0	0	0	0	0	0	0	0	0	0	15	**620**	$ 101,705.00
UTILITY ENGINEERING	50	20	0	70	0	0	140	70	25	0	0	0	40	0	60	0	0	0	0	0	0	0	0	0	0	0	0	5	**480**	$ 82,895.00
UTILITY DESIGN	30	50	0	0	70	100	210	140	0	0	0	0	40	0	0	0	0	0	0	0	0	0	0	0	0	0	15	5	**660**	$ 116,435.00
RESEARCH - UTILITY DATA COLLECTION (PLANNING)	0	0	10	20	0	0	0	0	0	0	20	20	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5	**75**	$ 11,795.00
RIGHT-OF-WAY (ROW) COORDINATION	10	0	10	10	0	0	0	0	0	10	0	20	0	0	0	0	10	10	0	0	0	0	0	0	0	0	0	0	**80**	$ 15,920.00
SUBSURFACE UTILITY ENGINEERING (SUE)	0	30	0	0	0	0	0	0	0	0	40	0	0	60	60	30	0	0	20	30	20	60	40	60	0	0	0	5	**455**	$ 87,725.00
Total Hours	**200**	**100**	**40**	**240**	**70**	**100**	**420**	**240**	**50**	**30**	**130**	**250**	**120**	**60**	**120**	**30**	**10**	**10**	**20**	**30**	**20**	**60**	**40**	**60**	**0**	**0**	**30**	**50**	**2,530**	
Cost	$58,200	$24,100	$8,400	$42,000	$14,700	$18,500	$65,100	$34,800	$6,500	$5,760	$20,150	$32,500	$21,480	$9,300	$17,040	$3,510	$2,910	$1,730	$4,200	$5,370	$2,960	$12,600	$5,440	$21,900	$0	$0	$3,900	$4,950		**$ 448,000.00**

Other Direct Expenses

			CobbFendley	
Description	**Unit Cost**	**Units**	**Quantity**	**Total**
In-House Reproduction:				
Copies (up to 11"x17")	$ 0.15	each	100	$15.00
Color Prints (up to 11"x17")	$ 1.50	each	100	$150.00
Color Prints (Larger than 11"x17")	$ 3.00	sq. ft.	100	$300.00
Standard Postage (billed at cost - estimated cost shown)	$ 0.58	each	20	$11.60
Express Mail (billed at cost - estimated cost shown)	$ 28.00	each	5	$140.00
Local Deliveries (billed at cost - estimated cost shown)	$ 35.00	each	5	$175.00
Mileage (billed at IRS approved rate - estimated cost shown)	$ 0.700	mile	4592	$3,214.40
Outside Firm - SUE Support (Surwest, SOFTDIG, Badger Daylighting Corp, Clean Harbors Environmental Services, (Anderson Infrastructure) (billed at cost - estimated cost shown)	$ 2,400.000	day	2	$4,800.00
Outside Firm - Survey Support (Surwest, McGray & McGray Land Surveyors, Landmark Surveying) (billed at cost-estimated cost shown)	$ 2,300.000	day	1	$2,300.00
Outside Firm - Utility Coordination Support (GGE Design & Consulting,LLC) (billed at cost - estimated cost shown)	$ 1,500.000	month	0	$0.00
Outside Firm - Utility Field Verification & Monitoring (Anderson Infrastructure, Lonestar Program Controls Group, Texas Utility Coordinators) (billed at cost-estimated cost shown)	$ 45,000.000	month	4	$180,000.00
Outside Firm - Cathodic Protection (V&A Consulting Engineers, Inc) (billed at cost-estimated cost shown)	$ 5,000.000	month	0	$0.00
Outside Firm - Geotechnical (Balcones Geotechnical) (billed at cost-estimated cost shown)	$ 1,200.000	month	0	$0.00
Outside Firm - Utility Design/Engineering (Aeparmia) (billed at cost-estimated cost shown)	$ 4,000.000	month	0	$0.00
Designation & Traffic Control Vehicle	$ 3.50	mile	100	$350.00
Location Vehicle (Vac Truck)	$ 6.50	mile	100	$650.00
Traffic Control (Lane Closures, etc.) (billed at cost - estimated cost shown)	$ 1,500.00	each	5	$7,500.00
Permits (Local, State, etc.) (billed at cost - estimated cost shown)	$ 500.00	each	2	$1,000.00
				$200,606.00

Work Authorization Total	**$ 648,606.00**

SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO
WORK AUTHORIZATION NO. 15

WILLIAMSON COUNTY ROAD BOND PROJECT:
Utility Coordination for 2023 Road Bond Program

This Supplemental Work Authorization No. 1 to Work Authorization No. 15 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated July 16, 2019 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Cobb, Fendley & Associates, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 15 dated effective November 21, 2024 (the "Work Authorization");

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

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

AGREEMENT

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

I. The maximum amount payable for services under the Work Authorization is hereby increased from $2,352,353.00 to $4,361,472.00.

II. The Work Authorization shall terminate on July 31, 2025. The Services to be Provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

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

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

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

ENGINEER:	**COUNTY:**
By: Sandra G Khoury	By: _____
Sandra G. Khoury, P.E.	_____
Printed Name	Printed Name
Executive Vice President	_____
Title	Title
March 20, 2025	_____
Date	Date

APPROVED
By Christen Eschberger at 12:21 pm, Mar 23, 2025

ID	Task Name	Start	Finish
1	Notice to Proceed	Mon 3/31/25	Mon 3/31/25
2	**PROGRAM MANAGEMENT AND COORDINATION**	**Mon 3/31/25**	**Thu 7/31/25**
3	PROJECT QA/QC	Mon 3/31/25	Thu 7/31/25
4	WEEKLY PROJECT STATUS MEETINGS & REPORTS	Mon 3/31/25	Thu 7/31/25
5	PROJECT DOCUMENTATION	Mon 3/31/25	Thu 7/31/25
6	**UTILITY ADJUSTMENT COORDINATION**	**Mon 3/31/25**	**Thu 7/31/25**
7	UTILITY COORDINATION ACTIVITIES & MEETINGS	Mon 3/31/25	Thu 7/31/25
8	UTILITY AGREEMENT ASSEMBLIES	Mon 3/31/25	Thu 7/31/25
9	UTILITY TRACKING	Mon 3/31/25	Thu 7/31/25
10	**SUBSURFACE UTILITY ENGINEERING**	**Mon 3/31/25**	**Thu 7/31/25**
11	QUALITY LEVEL B	Mon 3/31/25	Thu 7/31/25
12	QUALITY LEVEL A	Mon 3/31/25	Thu 7/31/25
13	**UTILITY ENGINEERING**	**Mon 3/31/25**	**Thu 7/31/25**
14	UTILITY LAYOUT	Mon 3/31/25	Thu 7/31/25
15	CONFLICT ASSESSMENT	Mon 3/31/25	Thu 7/31/25
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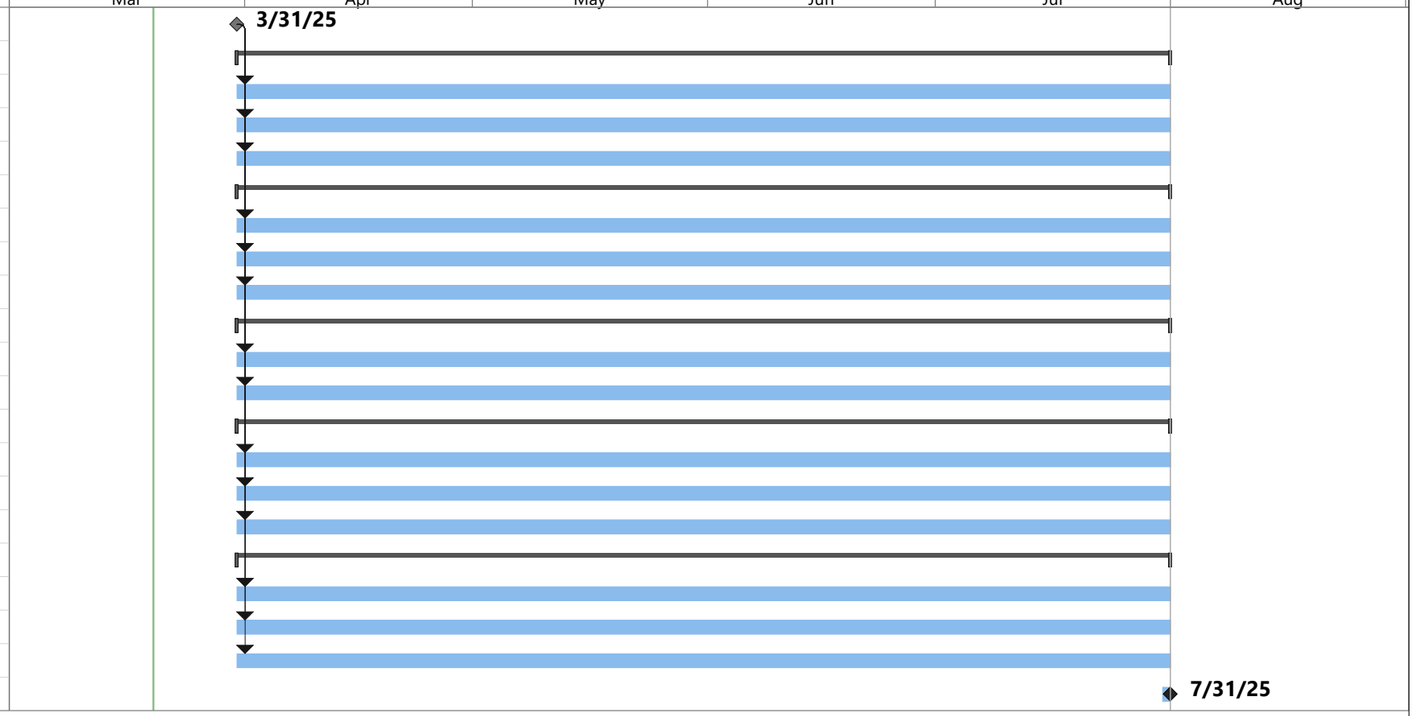
19	EVALUATION OF UTILITY DATA	Mon 3/31/25	Thu 7/31/25
20	**RIGHT-OF-WAY COORDINATION**	Mon 3/31/25	Thu 7/31/25
21	Work Authorization Termination	Thu 7/31/25	Thu 7/31/25



Williamson County
2023 Road Bond Program
WA 15 - Supplemental No. 1

Task	Project Summary	Manual Task	Start-only	Deadline
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone

Attachment D

Fee Schedule

Utility Coordination & Engineering Services

Description of Work Task	Senior Project Manager	Project Manager	Deputy Project Manager	Senior Engineer	Project Engineer III	Project Engineer II	Project Engineer I	Graduate Engineer II	Graduate Engineer I	Senior Utility Specialist	Utility Specialist	Jr Utility Specialist	Senior Technician	Technician III	Technician II	Technician I	Right-of-Way Project Manager	Right-of-Way Agent	Registered Professional Land Surveyor	2-Person Field Services Crew	1-Person Field Services Crew	Two-Man Designating Crew (4 hr min)	One-Man Designating Crew (4 hr min)	Vacuum Ex Truck w/ 2 Techs (Vac 3000 & 4000) (4 hr min)	Vacuum Ex Truck w/ 2 Techs (Vac 6000) (4 hr min)	Ground Penetrating Radar w/ 1 Tech (4 hr min)	Administrative	Clerical	Total Hours	Total Cost
	$291.00	$210.00	$175.00	$241.00	$210.00	$185.00	$155.00	$145.00	$130.00	$192.00	$155.00	$130.00	$179.00	$155.00	$142.00	$117.00	$291.00	$173.00	$210.00	$179.00	$148.00	$210.00	$136.00	$365.00	$390.00	$322.00	$130.00	$99.00		
PROJECT MANAGEMENT AND COORDINATION	20	250	350	0	100	0	0	0	0	60	0	0	100	0	0	0	0	0	0	0	0	0	0	0	0	0	15	15	**910**	$ 173,425.00
UTILITY ADJUSTMENT COORDINATION	0	70	300	0	40	40	40	100	100	40	80	1,200	60	120	200	0	0	0	0	0	0	0	0	0	0	0	0	40	**2,430**	$ 354,480.00
UTILITY ENGINEERING	0	70	300	60	60	60	80	1,000	400	0	0	180	80	150	200	300	0	0	0	0	0	0	0	0	0	0	0	0	**2,940**	$ 439,230.00
UTILITY DESIGN	100	0	0	140	200	375	500	525	351	0	0	0	300	0	400	0	0	0	0	0	0	0	0	0	0	0	20	15	**2,926**	$ 488,055.00
RESEARCH - UTILITY DATA COLLECTION (PLANNING)	10	0	150	0	0	0	0	0	0	40	0	100	80	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	**380**	$ 64,160.00
RIGHT-OF-WAY (ROW) COORDINATION	0	20	50	0	0	0	0	0	0	0	0	100	0	0	0	0	20	26	0	0	0	0	0	0	0	0	0	0	**216**	$ 36,268.00
SUBSURFACE UTILITY ENGINEERING (SUE)	10	30	50	40	0	0	0	0	0	0	100	0	200	100	120	300	0	0	60	80	80	160	80	150	8	16	0	10	**1,594**	$ 293,792.00
Total Hours	**140**	**440**	**1,200**	**240**	**400**	**475**	**620**	**1,625**	**851**	**140**	**180**	**1,580**	**820**	**370**	**920**	**600**	**20**	**26**	**60**	**80**	**80**	**160**	**80**	**150**	**8**	**16**	**35**	**80**	**11,396**	
Cost	$40,740	$92,400	$210,000	$57,840	$84,000	$87,875	$96,100	$235,625	$110,630	$26,880	$27,900	$205,400	$146,780	$57,350	$130,640	$70,200	$5,820	$4,498	$12,600	$14,320	$11,840	$33,600	$10,880	$54,750	$3,120	$5,152	$4,550	$7,920		**$ 1,849,410.00**

Other Direct Expenses

			CobbFendley	
Description	**Unit Cost**	**Units**	**Quantity**	**Total**
In-House Reproduction:				
Copies (up to 11"x17")	$ 0.15	each	200	$30.00
Color Prints (up to 11"x17")	$ 1.50	each	200	$300.00
Color Prints (Larger than 11"x17")	$ 3.00	sq. ft.	202	$606.00
Standard Postage (billed at cost - estimated cost shown)	$ 0.58	each	100	$58.00
Express Mail (billed at cost - estimated cost shown)	$ 28.00	each	5	$140.00
Local Deliveries (billed at cost - estimated cost shown)	$ 35.00	each	5	$175.00
Mileage (billed at IRS approved rate - estimated cost shown)	$ 0.700	mile	10000	$7,000.00
Outside Firm - SUE Support (Surwest, SOFTDIG, Badger Daylighting Corp, Clean Harbors Environmental Services) (billed at cost - estimated cost shown)	$ 2,500.000	day	20	$50,000.00
Outside Firm - Survey Support (Surwest, McGray & McGray Land Surveyors, Landmark Surveying) (billed at cost-estimated cost shown)	$ 2,300.000	day	8	$18,400.00
Outside Firm - Utility Coordination Support (GGE Design & Consulting,LLC) (billed at cost - estimated cost shown)	$ 2,000.000	month	2	$4,000.00
Outside Firm - Utility Field Verification & Monitoring (Anderson Infrastructure, Lonestar Program Controls Group, Texas Utility Coordinators) (billed at cost-estimated cost shown)	$ 14,500.000	month	4	$58,000.00
Outside Firm - Utility Design/Engineering (Aeparmia) (billed at cost-estimated cost shown)	$ 5,000.000	month	0	$0.00
Designation & Traffic Control Vehicle	$ 3.50	mile	350	$1,225.00
Location Vehicle (Vac Truck)	$ 6.50	mile	350	$2,275.00
Traffic Control (Lane Closures, etc.) (billed at cost - estimated cost shown)	$ 1,500.00	each	10	$15,000.00
Permits (Local, State, etc.) (billed at cost - estimated cost shown)	$ 500.00	each	5	$2,500.00
				$159,709.00

Work Authorization Total **$ 2,009,119.00**

Commissioners Court - Regular Session **24.**

Meeting Date: 04/01/2025

Revised preliminary plat for the Rancho Del Cielo 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 revised preliminary plat for the Rancho Del Cielo subdivision – Precinct 4.

Background

This is the first revision to the preliminary plat of Rancho Del Cielo that was initially approved on August 27, 2019. Since the last approval, the developer has requested changes to the roadway and lot layout. With this revision, there is an increase of 20 single family lots and 256 feet of new public roads. The proposed Rancho Del Cielo preliminary plat consists of 961 single family lots, 6 open space lots, 4 ROW reserve lots, 10 landscape lots and 27,118 feet of new public roads on 198.49 acres.

Timeline

2024-09-03 – initial submittal of revised preliminary plat
2024-10-02 – 1st review complete with comments
2024-11-27 – 2nd submittal of revised preliminary plat
2024-12-05 – 2nd review complete with comments
2024-12-21 – 3rd submittal of revised preliminary plat
2025-01-03 – 3rd review complete with comments
2025-03-21 – 4th submittal of revised preliminary plat
2025-03-27 – 4th review complete with comments clear
2025-03-27 – revised preliminary plat placed on the April 1, 2025, Commissioners Court agenda for consideration

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

preliminary plat (rev 1) - Rancho Del Cielo

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/27/2025 02:58 PM
Form Started By: Adam Boatright		Started On: 03/27/2025 07:49 AM
Final Approval Date: 03/27/2025		

REVISIONS				WILLIAMSON COUNTY
NO.	SHEET(S)	DESCRIPTION	DATE	APPROVED BY / DATE
1	1–8	PHASE 5 LAYOUT UPDATED	07/26/24	

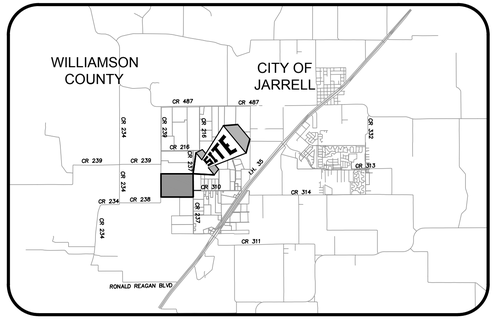
RANCHO DEL CIELO

PRELIMINARY PLAT

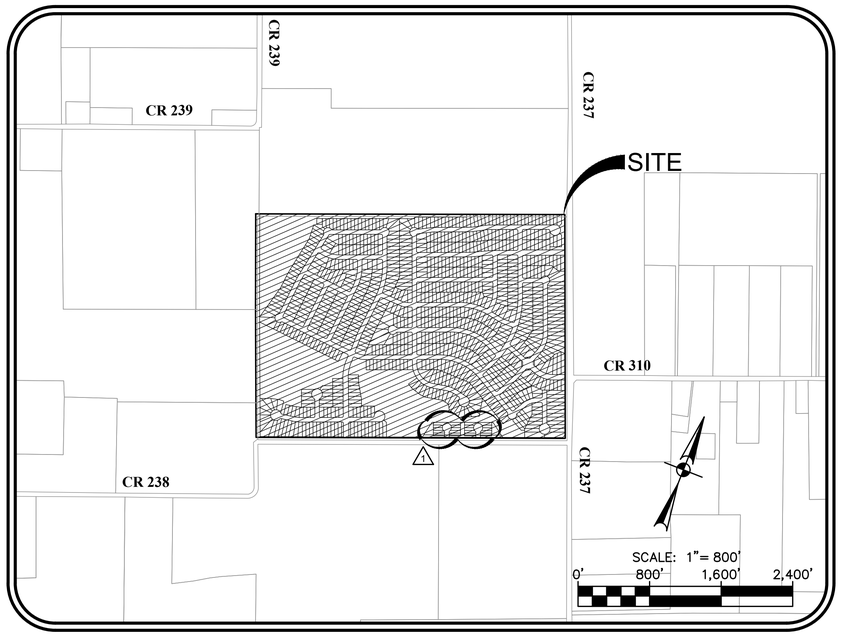
RANCHO DEL CIELO MUNICIPAL UTILITY DISTRICT
WILLIAMSON COUNTY

Sheet List Table	
Sheet Number	Sheet Title
1	COVER SHEET
2	PRELIMINARY PLAT OVERALL - 1 OF 3
3	PRELIMINARY PLAT - 2 OF 3
4	PRELIMINARY PLAT - 3 OF 3
5	UTILITY EXHIBIT OVERALL - 1 OF 3
6	UTILITY EXHIBIT- 2 OF 3
7	UTILITY EXHIBIT - 3 OF 3
8	PHASING EXHIBIT

WILLIAMSON COUNTY, TEXAS



VICINITY MAP
N.T.S.



SUBMITTED BY:

THIS DOCUMENT IS RELEASED FOR INTERIM REVIEW PURPOSES ONLY UNDER THE AUTHORITY OF MICHAEL S. FISHER, P.E. 87704 DATE: December 20, 2024 IT IS NOT TO BE USED FOR BIDDING, CONSTRUCTION OR PERMITTING PURPOSES, PER T.E.P.A. 137.33(e)

PAPE–DAWSON ENGINEERS
MICHAEL S. FISHER, P.E. #87704
VICE PRESIDENT

REVIEWED FOR COMPLIANCE WITH COUNTY REQUIREMENTS:

COUNTY ENGINEER, WILLIAMSON COUNTY

OWNER / SUBDIVIDER:
LENNAR HOMES OF TEXAS LAND & CONSTRUCTION, LTD.
13620 N FM 620, BUILDING B, SUITE 150
AUSTIN, TEXAS 78717

ENGINEER:
PAPE–DAWSON ENGINEERS
10801 N MOPAC EXPY, BLDG 3, STE 200
AUSTIN, TEXAS 78757
PHONE (512) 454–8711
FAX (512) 459–8867

SURVEYOR:
PAPE–DAWSON ENGINEERS
10801 N MOPAC EXPY, BLDG 3, STE 200
AUSTIN, TEXAS 78757
PHONE (512) 454–8711
FAX (512) 459–8867

PAPE-DAWSON ENGINEERS
AUSTIN I SAN ANTONIO I HOUSTON I FORT WORTH I DALLAS
10801 N MOPAC EXPY, BLDG 3, STE 200 I AUSTIN, TX 78759 I 512.454.8711
TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10028801

PD JOB NO. 51006-03

RANCHO DEL CIELO PRELIMINARY PLAT

DATE: Dec 20, 2024, 3:13PM USER ID: SEAN.TYLER
File: H:\PROJECTS\510\06\03\212 PRELIMINARY\CIVIL\TS51006-03.DWG

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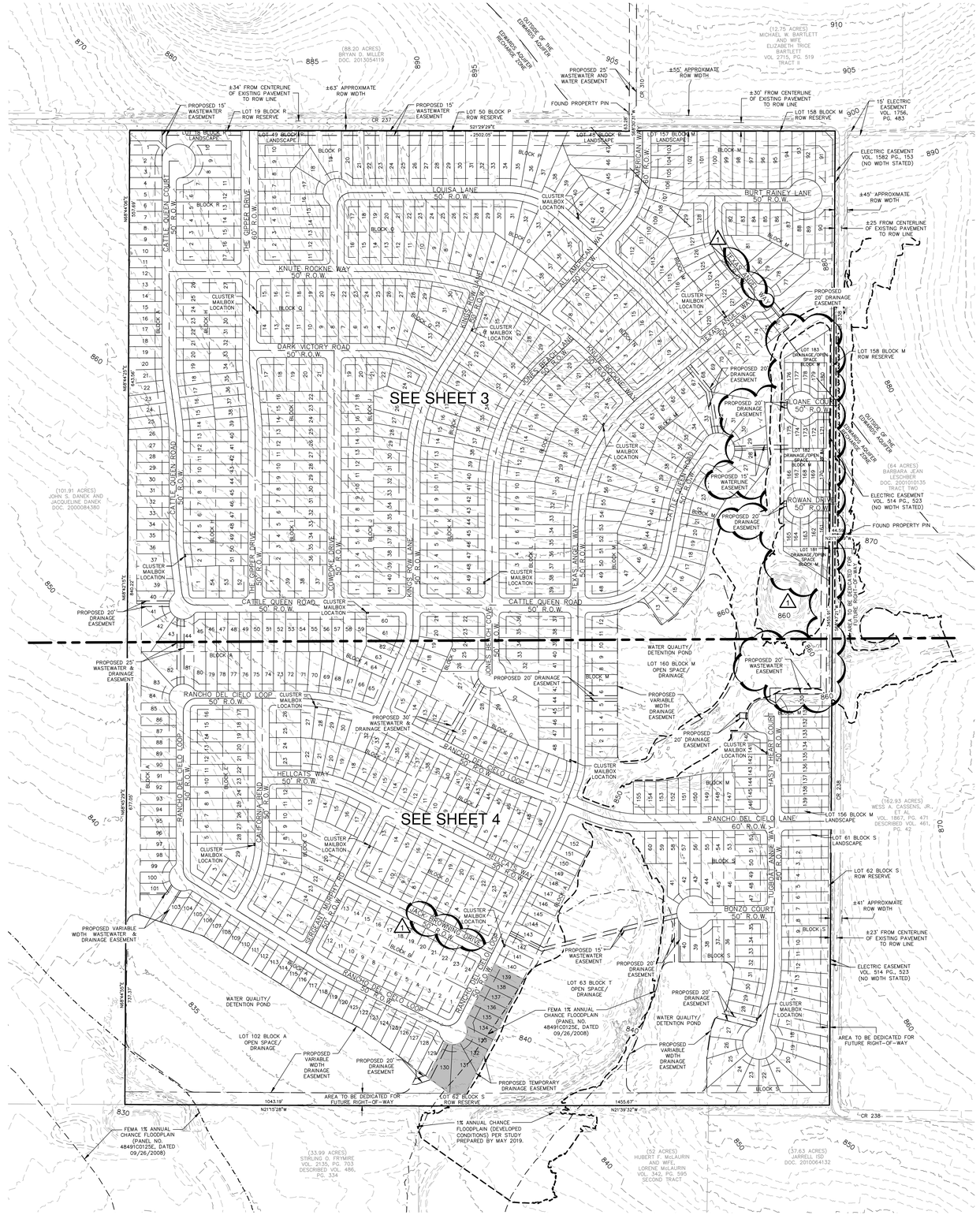


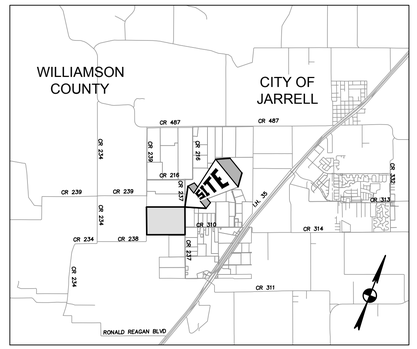
SCALE: 1"= 200'

0' 200' 400' 600'

LEGEND:

- FEMA FLOODPLAIN ZONE "A" DEFINED AS: AREAS SUBJECT TO THE 1% ANNUAL CHANCE FLOOD EVENT (PANEL NO. 48491C0125E, DATED 09/26/2008)
- 1% ANNUAL CHANCE FLOODPLAIN (DEVELOPED CONDITIONS) PER STUDY PREPARED BY PAPE-DAWSON ENGINEERS, INC., MAY 2019
- PROPOSED TEMPORARY DRAINAGE EASEMENT & AREA TO BE RECLAIMED FROM FEMA 1% ANNUAL CHANCE FLOODPLAIN
- EDWARDS AQUIFER BOUNDARY

LOCATION MAP
NOT TO SCALE



NOTES:

1. THE OWNER UNDERSTANDS THAT IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE CITY OR COUNTY TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL, AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING, BUT NOT LIMITED TO THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS, AND MUNICIPAL WATERSHED ORDINANCES.
2. A 10' WIDE PRIVATE UTILITY EASEMENT SHALL BE DEDICATED ADJACENT TO ALL STREET R.O.W. ON ALL LOTS.
3. PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY REGULATORY AUTHORITIES.
4. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR THEIR ASSIGNS.
5. PORTIONS OF THIS SUBDIVISION ARE LOCATED WITHIN THE RECHARGE ZONE OF THE EDWARDS AQUIFER.
6. MAINTENANCE OF THE DRAINAGE EASEMENTS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.
7. THIS SUBDIVISION IS LOCATED WITHIN THE JURISDICTION OF WILLIAMSON COUNTY.
8. BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH APPLICABLE OWNER RESTRICTIONS RECORDED IN COUNTY RECORDS AND WILLIAMSON COUNTY SUBDIVISION REGULATIONS OR APPLICABLE ORDINANCES BUT SHALL BE A MINIMUM OF 50 FEET FROM THE RIGHT-OF-WAY ALONG MAJOR ROADS AND 25 FEET FROM THE EDGE OF THE RIGHT-OF-WAY FROM ALL OTHER PUBLIC ROADS.
9. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.
10. DRIVEWAYS SHALL CONNECT ONLY TO AN INTERNAL PLATTED ROAD AND NOT TO CR 237, CR 238, OR FUTURE ARTERIAL ROADWAY.
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. THE OWNER OF THIS SUBDIVISION AND HIS HEIRS, SUCCESSORS AND ASSIGNS ASSUMES THE RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF ALL SUBDIVISION IMPROVEMENTS WHICH SHALL COMPLY WITH APPLICABLE CODES, RULES AND REGULATIONS AND REQUIREMENTS OF WILLIAMSON COUNTY, TEXAS AND THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY WHICH ARE IN EFFECT AND APPLICABLE AT THE TIME THE IMPROVEMENTS ARE DESIGNED AND CONSTRUCTED. THE OWNER UNDERSTANDS AND AGREES THAT PLAT VACATION AND REPLATTING MAY BE REQUIRED AT THE OWNERS SOLE EXPENSE IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
14. WATER AND WASTEWATER SERVICE TO THIS SUBDIVISION WILL BE PROVIDED BY THE CITY OF JARRELL.
15. WATER AND WASTEWATER SYSTEMS SERVING THIS SUBDIVISION SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH THE DESIGN AND CONSTRUCTION STANDARDS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) OR WILLIAMSON COUNTY. PLANS AND SPECIFICATIONS SHALL BE SUBMITTED TO TCEQ AND OTHER AGENCIES AS APPROPRIATE AT THE TIME SUCH PLANS ARE PREPARED.
16. ALL STREETS ARE TO BE DEDICATED FOR PUBLIC USE.
17. THERE ARE NO CEMETERY SITES, EXISTING OR PROPOSED SCHOOL SITES OR OTHER PUBLIC SITES PROPOSED WITHIN THIS SUBDIVISION.
18. PUBLIC INFRASTRUCTURE ACCEPTANCE BY THE MUNICIPAL UTILITY DISTRICT FOR LOTS 130-139, BLOCK A WILL NOT BE ISSUED UNTIL THE FEMA FLOODPLAIN HAS BEEN REMOVED BY FEMA APPROVAL OF THE LOMR AND THE TEMPORARY DRAINAGE EASEMENT SHOWN HEREON HAS BEEN VACATED BY SEPARATE INSTRUMENT.
19. THE MINIMUM STREET CENTERLINE RADIUS SHALL BE 180 FEET FOR LOCAL STREETS AND (WITH THE EXCEPTION OF ALL AMERICAN WAY) 470 FEET FOR COLLECTOR STREETS. ALL AMERICAN WAY HAS BEEN PROVIDED WITH A MINIMUM STREET CENTERLINE RADIUS OF 300 FEET AND THE ASSOCIATED SPEED LIMIT REDUCED TO 30 MPH AT THIS ENTRANCE.
20. ALL LOTS SHALL BE A MINIMUM OF 30 FEET WIDE AS MEASURED 25 FEET FROM THE FRONT PROPERTY LINE.
21. CLUSTER MAILBOX LOCATIONS SHOWN ARE APPROXIMATE AND ARE SUBJECT TO CHANGE.
22. IF ANY SIDEWALKS ARE CONSTRUCTED IN THIS SUBDIVISION, THEY WILL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
22. LOT 19, BLOCK R, LOT 50, BLOCK P, LOT 158, BLOCK M, AND LOT 62, BLOCK S ARE RESERVED FOR FUTURE RIGHT-OF-WAY DEDICATION, TO BE USED FOR THE FUTURE EXPANSION OF COUNTY ROADS 237 AND 238 AND THE FUTURE CONSTRUCTION OF AN ARTERIAL ALONG THE WESTERN RANCHO DEL CIELO PROPERTY BOUNDARY. DEDICATION OF THESE ROW RESERVE LOTS TO WILLIAMSON COUNTY WILL BE COMPLETED BY SEPARATE INSTRUMENT.
1. 23. LOTS LABELED "ROW RESERVE" REPRESENT AREAS OF FUTURE RIGHT-OF-WAY DEDICATION WHICH WILL BE DEDICATED WITH THE RESPECTIVE FINAL PLAT FOR THAT SUBDIVISION.

STREET NAME	CLASSIFICATION	PAVEMENT WIDTH (LOG-LOG)	DESIGN SPEED	LENGTH
ALL AMERICAN WAY	COLLECTOR	37 FT	30 MPH	463 LF
THE GIPPER DRIVE	COLLECTOR	37 FT	35 MPH	501 LF
RANCHO DEL CIELO LANE	COLLECTOR	37 FT	35 MPH	969 LF
ALL AMERICAN WAY	LOCAL	30 FT	25 MPH	779 LF
BONZO COURT	LOCAL	30 FT	25 MPH	302 LF
BURT RAINEY LANE	LOCAL	30 FT	25 MPH	380 LF
CALIFORNIA BEND	LOCAL	30 FT	25 MPH	773 LF
CATTLE QUEEN COURT	LOCAL	30 FT	25 MPH	426 LF
CATTLE QUEEN ROAD	LOCAL	30 FT	25 MPH	3428 LF
COWPOKE DRIVE	LOCAL	30 FT	25 MPH	903 LF
DARK VICTORY ROAD	LOCAL	30 FT	25 MPH	682 LF
THE GIPPER DRIVE	LOCAL	30 FT	25 MPH	1184 LF
HASTY HEART COURT	LOCAL	30 FT	25 MPH	410 LF
HELLCATS WAY	LOCAL	30 FT	25 MPH	1034 LF
JACK BROWNING DRIVE	LOCAL	30 FT	25 MPH	587 LF
JONES BEACH COVE	LOCAL	30 FT	25 MPH	245 LF
JONES BEACH LANE	LOCAL	30 FT	25 MPH	1040 LF
KINGS ROW LANE	LOCAL	30 FT	25 MPH	1601 LF
KNUTE ROCKNE WAY	LOCAL	30 FT	25 MPH	1800 LF
LOUISA LANE	LOCAL	30 FT	25 MPH	1756 LF
RANCHO DEL CIELO LOOP	LOCAL	30 FT	25 MPH	4030 LF
1 ROWAN DRIVE	LOCAL	30 FT	25 MPH	128 LF
SERGEANT MURPHY ROAD	LOCAL	30 FT	25 MPH	591 LF
1 SLOANE COURT	LOCAL	30 FT	25 MPH	128 LF
TEXAS ANGEL WAY	LOCAL	30 FT	25 MPH	2096 LF
TUGBOAT ANNIE WAY	LOCAL	30 FT	25 MPH	788 LF

NOTE: ALL STREETS ARE CLASSIFIED AS PUBLIC AND URBAN.

LAND USE SUMMARY	NUMBER OF LOTS	ACRES
SINGLE FAMILY LOTS	961	122.47
1 RIGHT-OF-WAY	-	32.30
DRAINAGE/OPEN SPACE	6	39.14
ROW RESERVE	4	3.41
LANDSCAPE	10	1.17
1 COMMERCIAL	-	-
TOTAL	981	198.49

LEGAL DESCRIPTION:
198.49 ACRES OUT OF THE
E. PARSONS SURVEY, ABSTRACT #494
WILLIAMSON COUNTY, TEXAS

OWNER / SUBDIVIDER:
LENNAR HOMES OF TEXAS LAND & CONSTRUCTION, LTD.
13620 N FM 620, BUILDING B, SUITE 150
AUSTIN, TEXAS 78717

ENGINEER:
PAPE-DAWSON CONSULTING ENGINEERS, LLC
10801 N. MOPAC EXPY
BUILDING 3, SUITE 200
AUSTIN, TEXAS 78759
PHONE: (512) 454-8711
FAX: (512) 459-8867
EMAIL: MFISHER@PAPE-DAWSON.COM

SURVEYOR:
PAPE-DAWSON CONSULTING ENGINEERS, LLC
10801 N. MOPAC EXPY
BUILDING 3, SUITE 200
AUSTIN, TEXAS 78759
PHONE: (512) 454-8711

NO.	REMSION	DATE
1	PHASE 3 LAYOUT UPDATED	07/25/24

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PAPE-DAWSON ENGINEERS
AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801

RANCHO DEL CIELO
JARRELL, TEXAS

PRELIMINARY PLAT OVERALL - 1 OF 3

CITY NO.
JOB NO. 51006-03
DATE MAY 2019
DESIGNER EV
CHECKED JF DRAWN EV
SHEET 2 OF 8

Date: Dec 20, 2024, 3:15pm User ID: Sean Tyler
File: H:\Projects\51006\03\212 preliminary\Civil\PP51006-03.dwg
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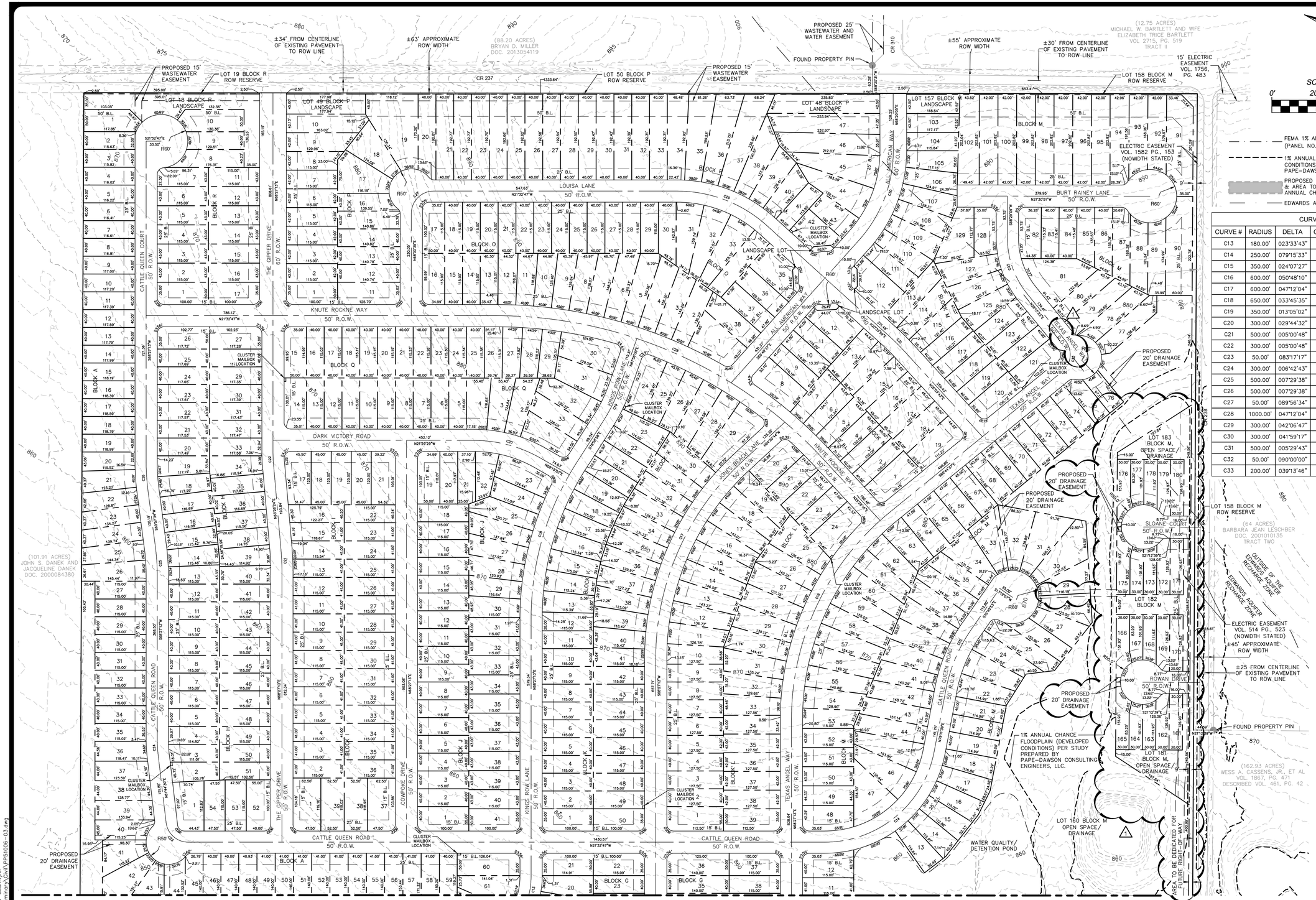

CURVE TABLE					
CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C13	180.00'	023°33'43"	N80°14'04"E	73.50'	74.02'
C14	250.00'	079°15'33"	S61°10'34"E	318.91'	345.83'
C15	350.00'	024°07'27"	N88°44'37"W	146.28'	147.37'
C16	600.00'	050°48'10"	N86°08'42"W	514.75'	532.01'
C17	600.00'	047°12'04"	N87°56'46"W	480.43'	494.29'
C18	650.00'	033°45'35"	S85°20'00"W	377.47'	382.99'
C19	350.00'	013°05'02"	S85°31'29"E	79.75'	79.93'
C20	300.00'	029°44'32"	N06°37'13"W	153.99'	155.73'
C21	500.00'	005°00'48"	N65°56'48"E	43.74'	43.75'
C22	300.00'	005°00'48"	S65°56'48"W	26.24'	26.25'
C23	50.00'	083°17'17"	S20°05'51"W	66.45'	72.68'
C24	300.00'	006°42'43"	S65°05'51"W	35.12'	35.14'
C25	500.00'	007°29'38"	N64°42'23"E	65.35'	65.40'
C26	500.00'	007°29'38"	S64°42'23"W	65.35'	65.40'
C27	50.00'	089°56'34"	N66°31'04"W	70.68'	78.49'
C28	1000.00'	047°12'04"	N02°03'14"E	800.71'	823.81'
C29	300.00'	042°06'47"	N00°29'24"W	215.57'	220.50'
C30	300.00'	041°59'17"	N89°19'44"E	214.96'	219.85'
C31	500.00'	005°29'43"	N23°18'51"E	47.94'	47.96'
C32	50.00'	090°00'00"	N74°15'23"E	70.71'	78.54'
C33	200.00'	039°13'46"	S48°52'16"W	134.28'	136.94'

NO.	REVISION	DATE
1	PHASE 2 LAYOUT UPDATED	07/26/24

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TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10028801

RANCHO DEL CIELO
JARRELL, TEXAS

PRELIMINARY PLAT - 2 OF 3

CITY NO.
JOB NO. 51006-03
DATE MAY 2019
DESIGNER EV
CHECKED JF DRAWN EV
SHEET 3 OF 8

Date: Dec 20, 2024, 3:15pm User ID: Sean.tyler
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CURVE TABLE					
CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	500.00'	012°51'55"	N74°47'32"E	112.04'	112.27'
C2	500.00'	022°04'07"	S10°59'27"E	191.40'	192.58'
C3	1000.00'	005°08'03"	S87°23'22"E	89.58'	89.61'
C4	180.00'	021°35'24"	N79°14'55"E	67.43'	67.83'
C5	1000.00'	005°08'03"	S02°36'38"W	89.58'	89.61'
C6	800.00'	026°43'27"	N08°11'04"W	369.77'	373.14'

CURVE TABLE					
CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C7	50.00'	090°00'00"	N66°32'47"W	70.71'	78.54'
C8	50.00'	058°02'13"	S39°26'06"W	48.51'	50.65'
C9	350.00'	031°57'47"	N84°26'06"E	192.73'	195.25'
C10	500.00'	026°43'27"	N08°11'04"W	231.10'	233.21'
C11	1000.00'	005°14'20"	S07°47'50"W	91.40'	91.44'
C12	50.00'	090°00'00"	S39°49'20"E	70.71'	78.54'

SCALE: 1"= 200'

0' 200' 400' 600'

LEGEND:

- FEMA 1% ANNUAL CHANCE FLOODPLAIN (PANEL NO. 48491C0125E, DATED 09/26/2008)
- 1% ANNUAL CHANCE FLOODPLAIN (DEVELOPED CONDITIONS) PER STUDY PREPARED BY PAPE-DAWSON ENGINEERS, INC., MAY 2019
- PROPOSED TEMPORARY DRAINAGE EASEMENT & AREA TO BE RECLAIMED FROM FEMA 1% ANNUAL CHANCE FLOODPLAIN
- EDWARDS AQUIFER BOUNDARY

MATCHLINE - SEE SHEET 3

PROPOSED 25' WASTEWATER & DRAINAGE EASEMENT

RANCHO DEL CIELO LOOP 50' R.O.W.

(101.91 ACRES) JOHN S. DANEK AND JACQUELINE DANEK DOC. 2000084380

HELLCATS WAY 50' R.O.W.

CALIFORNIA BEND 50' R.O.W.

SERGEANT MURPHY RD 50' R.O.W.

JACK BROWNING DRIVE 50' R.O.W.

JONES BEACH COVE 50' R.O.W.

TEXAS ANGEL WAY 50' R.O.W.

PROPOSED 30' WASTEWATER & DRAINAGE EASEMENT

PROPOSED 20' DRAINAGE EASEMENT

PROPOSED VARIABLE WIDTH DRAINAGE EASEMENT

WATER QUALITY/ DETENTION POND

LOT 160 BLOCK M OPEN SPACE/ DRAINAGE

PROPOSED 20' WASTEWATER EASEMENT

LOT 158 BLOCK M ROW RESERVE

HASTY HEART COURT 50' R.O.W.

RANCHO DEL CIELO LANE 60' R.O.W.

LOT 156 BLOCK M LANDSCAPE

LOT 61 BLOCK S LANDSCAPE

LOT 62 BLOCK S ROW RESERVE

TUGBOAT ANNIE WAY 50' R.O.W.

BONZO COURT 50' R.O.W.

±41' APPROXIMATE ROW WIDTH

±23' FROM CENTERLINE OF EXISTING PAVEMENT TO ROW LINE

(162.93 ACRES) WESS A. CASSENS, JR., ET AL VOL. 1867, PG. 471 DESCRIBED VOL. 461, PG. 42

ELECTRIC EASEMENT VOL. 514 PG., 523 (NOWIDTH STATED)

AREA TO BE DEDICATED FOR FUTURE RIGHT-OF-WAY

CR 238

PROPOSED VARIABLE WIDTH WATER & DRAINAGE EASEMENT

LOT 102 BLOCK A OPEN SPACE/ DRAINAGE

WATER QUALITY/ DETENTION POND

PROPOSED VARIABLE WIDTH DRAINAGE EASEMENT

PROPOSED 20' DRAINAGE EASEMENT

PROPOSED TEMPORARY DRAINAGE EASEMENT

1% ANNUAL CHANCE FLOODPLAIN (DEVELOPED CONDITIONS) PER STUDY PREPARED BY PAPE-DAWSON ENGINEERS, MAY 2019.

PROPOSED 15' WASTEWATER EASEMENT

FEMA 1% ANNUAL CHANCE FLOODPLAIN (PANEL NO. 48491C0125E, DATED 09/26/2008)

LOT 63 BLOCK S OPEN SPACE/ DRAINAGE

LOT 62 BLOCK S ROW RESERVE

AREA TO BE DEDICATED FOR FUTURE RIGHT-OF-WAY

(33.99 ACRES) STIRLING O. FRYMIRE VOL. 2135, PG. 703 DESCRIBED VOL. 486, PG. 334

(52 ACRES) HUBERT F. McLAURIN AND WIFE, IRENE McLAURIN VOL. 342, PG. 595 SECOND TRACT

(37.63 ACRES) JARRELL ISD DOC. 2010064132

NO.	REVISION	DATE
1	PHASE 3 LAYOUT UPDATED	07/26/24

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PAPE-DAWSON ENGINEERS

AUSTIN I SAN ANTONIO I HOUSTON I FORT WORTH I DALLAS

10801 N MOPAC EXPY, BLDG 3, STE 200 I AUSTIN, TX 78759 I 512-454-8711

TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10028801

RANCHO DEL CIELO

JARRELL, TEXAS

PRELIMINARY PLAT - 3 OF 3

CITY NO.

JOB NO. 51006-03

DATE MAY 2019

DESIGNER EV

CHECKED JF DRAWN EV

SHEET 4 OF 8

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SEE SHEET 6

SEE SHEET 7

SEE INSET 'A' BELOW FOR 12" OFFSITE WATERLINE AND FUTURE FORCE MAIN CONNECTION:

SCALE: 1"= 200'

0' 200' 400' 600'

LEGEND

- W — WATER LINE
- WW — WASTEWATER LINE & MH
- FM — FORCE MAIN LINE
- SD — STORM DRAIN LINE & MH
- CURB INLET
- FIRE HYDRANT
- FLUSH VALVE ASSEMBLY
- EXISTING GATE VALVE
- EXISTING FIRE HYDRANT
- EXISTING WATER LINE
- EXISTING WASTEWATER LINE
- EXISTING STORM DRAIN LINE
- FEMA 1% ANNUAL CHANCE FLOODPLAIN (PANEL NO. 48491C0125E, DATED 09/26/2008)
- 1% ANNUAL CHANCE FLOODPLAIN (DEVELOPED CONDITIONS) PER STUDY PREPARED BY PAPE-DAWSON ENGINEERS, INC., MAY 2019
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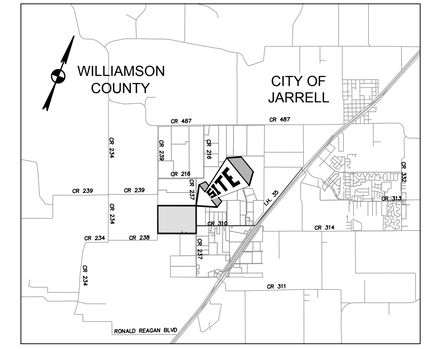
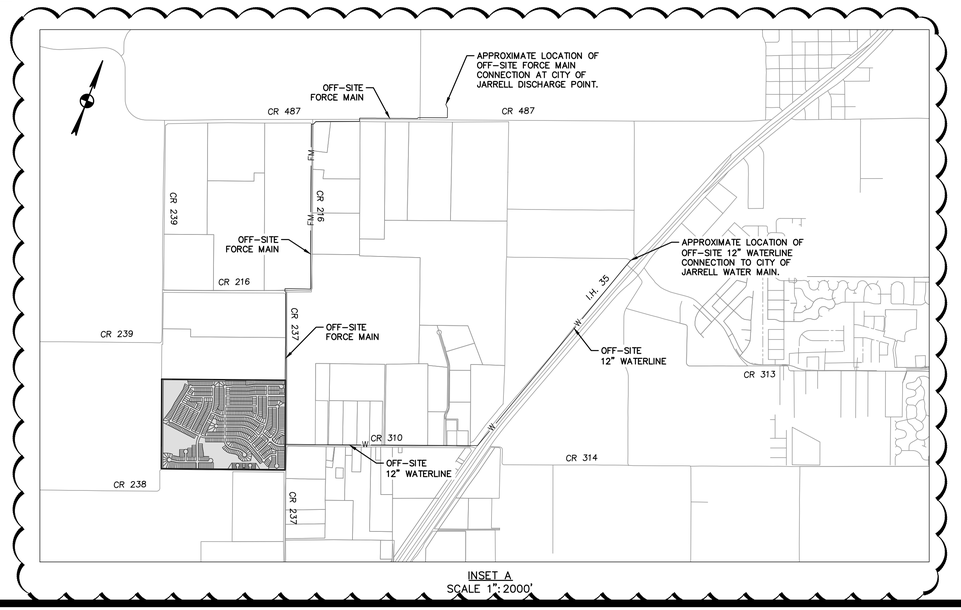
- EDWARDS AQUIFER BOUNDARY



LOCATION MAP
NOT TO SCALE

⚠1



INSET A
SCALE 1": 2000'

NO.	REVISION	DATE
1	PHASE 3 LAYOUT UPDATED OFFSITE FM. ROUTE UPDATED PER AS-BUILT PLANS	07/26/24

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PAPE-DAWSON ENGINEERS

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10801 N MOPAC EXPY, BLDG 3, STE 200 I AUSTIN, TX 78759 I 512.454.8711

TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10028801

RANCHO DEL CIELO

JARRELL, TEXAS

UTILITY EXHIBIT OVERALL - 1 OF 3

CITY NO. ____

JOB NO. 51006-03

DATE MAY 2019

DESIGNER EV

CHECKED JF DRAWN EV

SHEET 5 OF 8

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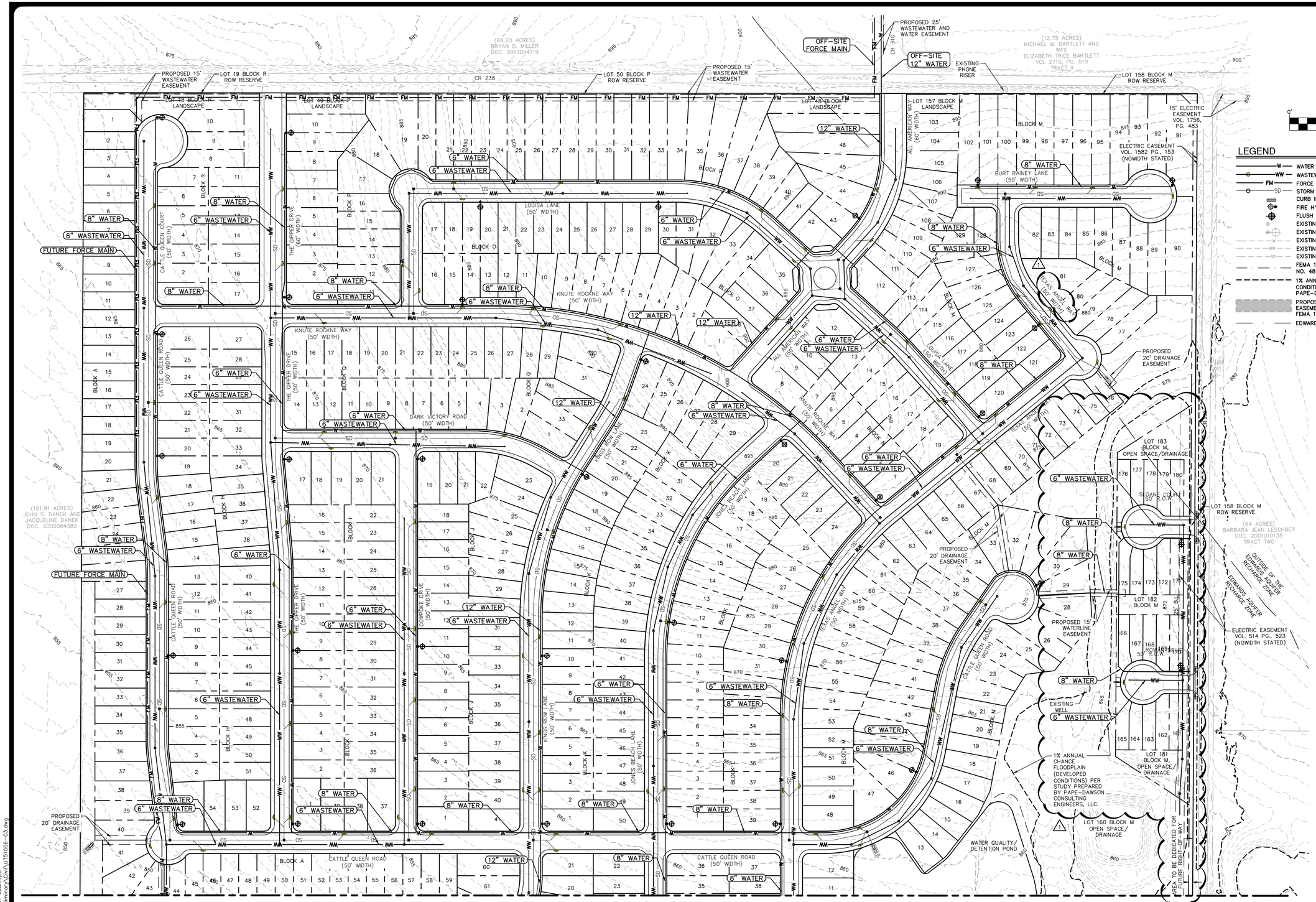

MATCHLINE - SEE SHEET 7

NO.	REVISION	DATE
1	PHASE 2 LAYOUT UPDATED	07/26/24

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10801 N MOPAC EXPY, BLDG 3, STE 200 I AUSTIN, TX 78759 I 512-454-8711
TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10028801

RANCHO DEL CIELO
JARRELL, TEXAS

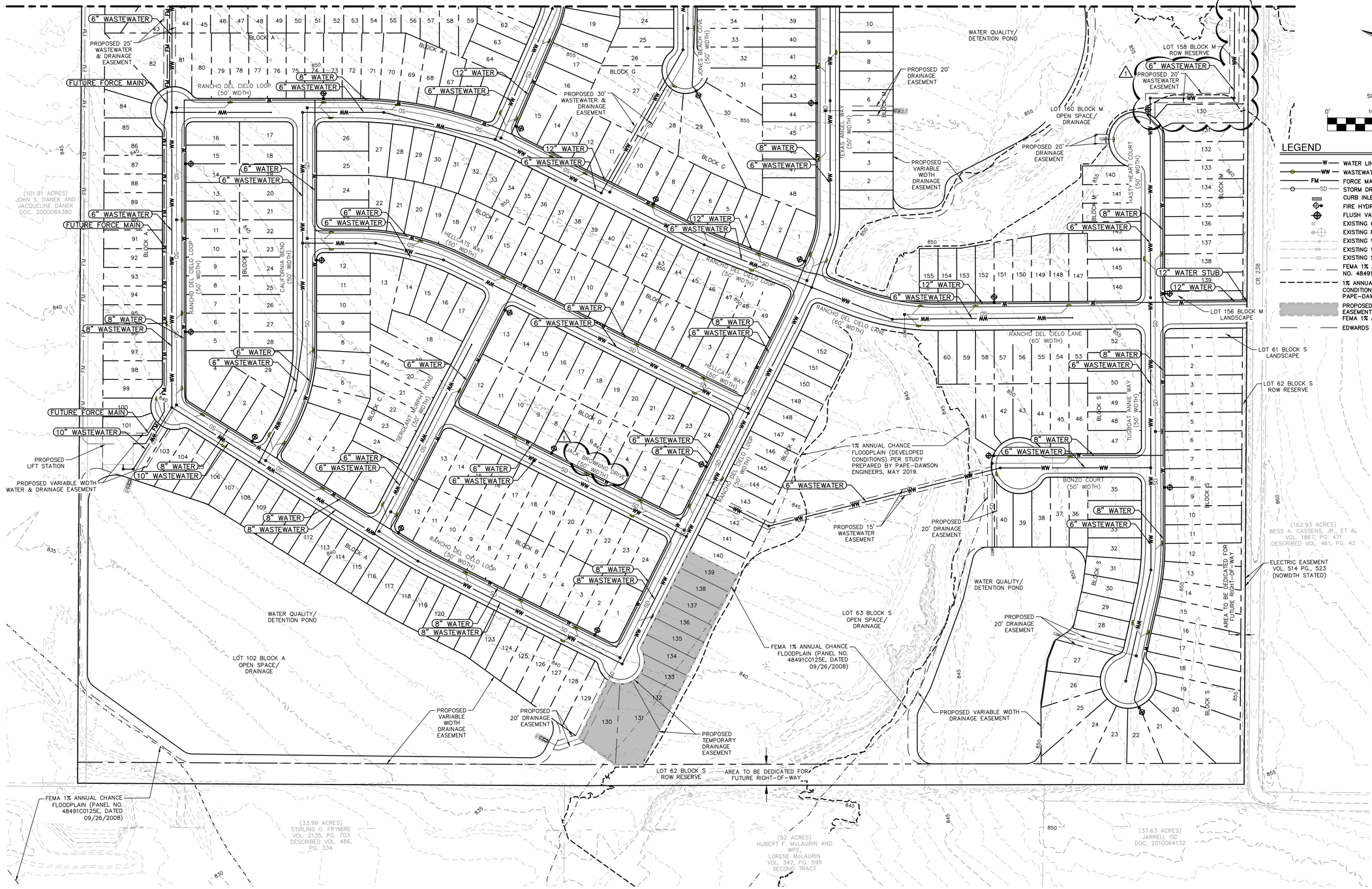
UTILITY EXHIBIT- 2 OF 3

CITY NO.
JOB NO. 51006-03
DATE MAY 2019
DESIGNER EV
CHECKED JF DRAWN EV
SHEET 6 OF 8

Date: Dec 20, 2024, 3:17pm User ID: Sean.Tyler
File: H:\Projects\51006\03\212 preliminary\Civil\U151006-03.dwg

THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HARDCOPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL.

MATCHLINE - SEE SHEET 6



SCALE: 1"= 100'

0' 100' 200' 300'

LEGEND

- W — WATER LINE
- WW — WASTEWATER LINE & MH
- FM — FORCE MAIN LINE
- SD — STORM DRAIN LINE & MH
- CURB INLET
- FIRE HYDRANT
- FLUSH VALVE ASSEMBLY
- EXISTING GATE VALVE
- EXISTING FIRE HYDRANT
- EXISTING WATER LINE
- EXISTING WASTEWATER LINE
- EXISTING STORM DRAIN LINE
- FEMA 1% ANNUAL CHANCE FLOODPLAIN (PANEL NO. 48491C0125E, DATED 09/26/2008)
- 1% ANNUAL CHANCE FLOODPLAIN (DEVELOPED CONDITIONS) PER STUDY PREPARED BY PAPE-DAWSON ENGINEERS, INC., MAY 2019
- PROPOSED TEMPORARY DRAINAGE EASEMENT & AREA TO BE RECLAIMED FROM FEMA 1% ANNUAL CHANCE FLOODPLAIN
- EDWARDS AQUIFER BOUNDARY

NO.	REVISION	DATE
1	PHASE 5 LAYOUT UPDATED	07/26/24

THIS DOCUMENT IS RELEASED FOR INTERIM REVIEW PURPOSES ONLY UNDER THE AUTHORITY OF MICHAEL S. FISHER, P.E. 87704 ON DECEMBER 20, 2024. IT SHALL NOT BE USED FOR BIDDING, CONSTRUCTION OR PERMITTING PURPOSES. PER T.E.P.A. 137.33(e)

PAPE-DAWSON ENGINEERS
AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801

RANCHO DEL CIELO
JARRELL, TEXAS
UTILITY EXHIBIT - 3 OF 3

CITY NO. ____
JOB NO. 51006-03
DATE MAY 2019
DESIGNER EV
CHECKED JF DRAWN EV
SHEET 7 OF 8

Date: Dec 20, 2024, 3:17pm User ID: Sean.Iyer
File: H:\Projects\510\06\03\212 preliminary\Civil\UT151006-03.dwg
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SCALE: 1"= 200'

0' 200' 400' 600'

LEGEND

PROPOSED PHASE BOUNDARY

EDWARDS AQUIFER BOUNDARY

NO.	REVISION	DATE
1	PHASE 5 LAYOUT UPDATED	07/26/24

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PAPE-DAWSON ENGINEERS

AUSTIN I SAN ANTONIO I HOUSTON I FORT WORTH I DALLAS

10801 N MOPAC EXPY, BLDG 3, STE 200 I AUSTIN, TX 78759 I 512.454.8711

TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10028801

RANCHO DEL CIELO

JARRELL, TEXAS

PHASING EXHIBIT

CITY NO.

JOB NO. 51006-03

DATE MAY 2019

DESIGNER EV

CHECKED JF DRAWN EV

SHEET 8 OF 8

Date: Dec 20, 2024, 3:17pm User ID: Sean.Tyler
File: H:\Projects\510\06\03\212 preliminary\Civil\PH51006-03.dwg

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Commissioners Court - Regular Session **25.**

Meeting Date: 04/01/2025

Revised preliminary plat for the Saddleback at Santa Rita Ranch Phase 2 subdivision (revision 3) – Pct 2

Submitted For: Adam Boatright **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the revised preliminary plat for the Saddleback at Santa Rita Ranch Phase 2 subdivision (revision 3) – Precinct 2.

Background

This is the third revision to the preliminary plat of Saddleback at Santa Rita Ranch Phase 2 that was last revised and approved on August 6, 2024. Since the last approval, the developer has requested changes to the road alignments and lot layout of 423 lots. This revision includes a reduction of 136 single-family lots, a reduction of 3,349 linear feet of new public roads and the addition of 1 Liberty Hill ISD Elementary School lot. With this third revision, the proposed Saddleback at Santa Rita Ranch Phase 2 subdivision consists of 637 single-family lots, 3 open space/water quality/landscape/detention/utility lots, 7 open space/landscape/utility lots, 3 open space/ drainage/ landscape and utility lots, 1 amenity lot, 1 commercial lot, 1 Liberty Hill ISD Elementary School lot and 31,505 linear feet of new public roads.

Timeline

2025-02-07 – initial submittal of the revised preliminary plat
2025-03-07 – 1st review complete with comments
2025-03-14 – 2nd submittal of revised preliminary plat
2025-03-27 – 2nd review complete with comments clear
2025-03-27 – revised preliminary plat placed on the April 1, 2025, Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

preliminary plat (rev 3) - Saddleback at Santa Rita Ranch Ph 2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/27/2025 03:06 PM
Form Started By: Adam Boatright		Started On: 03/27/2025 11:38 AM
Final Approval Date: 03/27/2025		

GENERAL:

1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83.
2. THIS SUBDIVISION LIES WITHIN THE CITY OF LIBERTY HILL EXTRA-TERRITORIAL JURISDICTION.
3. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS, AND REGULATIONS RELATING TO 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.

DRAINAGE AND FLOODPLAIN:

THE DEVELOPED 100-YR FLOODPLAIN BY ATLAS 14 SHOWN ON THE PRELIMINARY PLAT WAS DETERMINED BY A STUDY PREPARED BY CARLSON, BRIGANCE & DOERING, INC. DATED JANUARY, 28, 2024. 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. 48491C0275E, EFFECTIVE DATE SEPTEMBER 26,2008 FOR WILLIAMSON COUNTY, TEXAS.

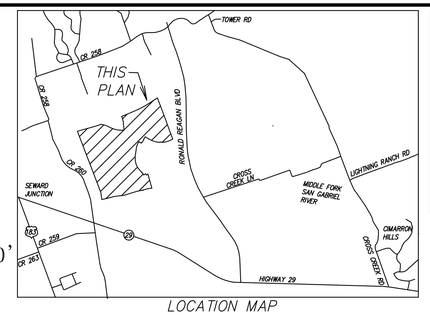
WATER AND WASTEWATER:

5. WATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19H/GEORGETOWN UTILITY SYSTEMS
6. WASTEWATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19H/CITY OF LIBERTY HILL
7. ELECTRIC SERVICE IS PROVIDED BY: PEC

ROADWAY AND RIGHT OF WAY:

8. SIDEWALKS SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
9. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.

SCALE: 1" = 200'



LOCATION MAP

LEGEND

17	LOT NUMBER
(A)	BLOCK NUMBER
	BUILDING SETBACK LINE
	EASEMENT LINE
	BOUNDARY LINE
	100-YR FEMA FLOODPLAIN
	ATLAS 14 100-YR FLOODPLAIN
O.S.	OPEN SPACE
L.S.E.	LANDSCAPE EASEMENT
W.Q.E.	WATER QUALITY EASEMENT
D.E.	DRAINAGE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
B.L.	BUILDING LINE SETBACK
	MAILBOX KIOSK

TOTAL OF LOTS	653
SINGLE FAMILY LOTS:	637
O.S., W.Q.E., D.E., P.U.E. & L.S.E LOTS:	3
O.S., P.U.E. & L.S.E LOTS:	7
D.E., O.S., P.U.E., & L.S.E LOTS:	3
AMENITY LOT	1
COMERCIAL LOT	1
LHISD ELEMENTARY SCHOOL LOT	1

Curve Table			
Curve #	Length	Radius	Delta
C1	409.487	4070.570	005.7638
C2	143.426	4070.570	002.0188
C3	705.826	4070.570	009.9349
C4	488.839	1022.303	027.3974
C5	24.199	15.000	092.4320
C6	24.277	15.000	092.7326
C7	508.082	1020.000	028.5402
C8	23.562	15.000	090.0000
C9	23.562	15.000	090.0000
C10	23.562	15.000	090.0000
C11	23.572	15.000	090.0371
C12	72.898	770.000	005.4244

Line Table		
Line #	Length	Direction
L1	763.682	S74° 29' 22.80"W
L2	1098.593	S68° 43' 11.48"W
L3	318.767	S66° 41' 43.26"W
L4	426.442	S56° 46' 42.92"W
L5	1078.192	N20° 43' 14.98"W
L6	115.299	N19° 05' 31.53"W
L7	4.065	N76° 49' 06.22"E
L8	758.157	N20° 31' 20.37"W
L9	30.256	N60° 32' 51.87"E
L10	60.001	S89° 24' 17.78"E
L11	109.247	S58° 22' 53.62"E
L12	60.000	S58° 22' 53.62"E
L13	120.000	N31° 37' 06.38"E
L14	132.397	N31° 37' 06.38"E
L15	50.006	N31° 37' 06.38"E
L16	114.990	S58° 22' 53.62"E
L17	78.651	N31° 37' 06.38"E
L18	115.863	N21° 19' 45.78"E
L19	116.512	N12° 38' 27.22"E
L20	368.331	N08° 22' 31.31"E
L21	79.989	N00° 59' 34.84"W
L22	50.000	N00° 59' 34.84"W
L23	58.961	N00° 59' 34.84"W
L24	155.303	N12° 28' 08.54"W
L25	85.098	N22° 25' 52.00"W
L26	96.512	N29° 22' 08.69"W
L27	96.159	N36° 25' 00.89"W
L28	138.386	N42° 18' 28.23"W

Line Table		
Line #	Length	Direction
L29	50.000	N33° 56' 01.26"W
L30	14.615	S56° 03' 58.74"W
L31	137.617	N33° 56' 01.26"W
L32	97.588	S50° 51' 36.81"W
L33	75.000	N36° 07' 38.35"W
L35	652.296	N15° 58' 00.71"W
L36	57.947	N89° 21' 19.12"E
L37	177.609	N78° 45' 49.58"E
L38	98.639	N75° 44' 34.79"E
L39	53.752	N67° 35' 57.21"E
L40	44.064	N57° 04' 18.89"E
L41	24.115	S25° 16' 24.11"E
L42	190.281	N76° 31' 26.07"E
L43	71.046	N78° 01' 08.88"E
L44	570.489	N72° 44' 23.95"E
L45	54.213	N79° 54' 11.91"E
L46	320.754	N83° 38' 48.94"E
L47	122.408	N80° 17' 43.57"E
L48	171.074	N74° 46' 18.44"E
L49	152.637	N75° 53' 37.16"E
L50	202.284	N77° 58' 15.89"E
L51	308.813	S07° 16' 04.04"E
L52	476.085	S20° 57' 43.24"E
L53	1003.260	S20° 44' 46.47"E
L54	383.401	S21° 39' 23.47"E
L55	1054.987	S20° 44' 43.04"E

STREET NAME	MAINTENANCE AUTHORITY	R.O.W. WIDTH	PAVEMENT WIDTH	SIDEWALKS	DESIGN SPEED	LINEAR FEET	CLASS	TYPE
ARDMORE STREET	PUBLIC	60'	40' FACE TO FACE	4'	35 MPH	**1,017**	MINOR COLLECTOR	URBAN
BARNETT PASS	PUBLIC	60'	40' FACE TO FACE	4'	35 MPH	**473**	MINOR COLLECTOR	URBAN
CASCABEL LOOP	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	**3,020**	LOCAL	URBAN
CONWAY STREET	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	**1,540**	LOCAL	URBAN
CREAGER WAY	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	**1,402**	LOCAL	URBAN
CRESTED BIRD BEND	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	**2,110**	LOCAL	URBAN
DONOVAN DRIVE	PUBLIC	60'	40' FACE TO FACE	4'	35 MPH	**255**	MINOR COLLECTOR	URBAN
DONOVAN DRIVE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	**172**	LOCAL	URBAN
DROVER LOOP	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	**3,674**	LOCAL	URBAN
LAMBERT LANE	PUBLIC	60'	40' FACE TO FACE	4'	35 MPH	**181**	MINOR COLLECTOR	URBAN
LILLY WAY	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	**1,514**	LOCAL	URBAN
LOVETT LANE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	**606**	LOCAL	URBAN
MAYFAIR DRIVE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	**1,031**	LOCAL	URBAN
NEW SEASON DRIVE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	**720**	LOCAL	URBAN
PALO LADO BEND	PUBLIC	60'	40' FACE TO FACE	4'	35 MPH	**600**	MINOR COLLECTOR	URBAN
PALO LADO BEND	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	**309**	LOCAL	URBAN
PASEO PASS	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	**866**	LOCAL	URBAN
SADDLEBACK PARKWAY	PUBLIC	120'	48' FACE TO FACE	4'	45 MPH	**3,570**	COLLECTOR (Future Arterial)	URBAN
SAINTSBURY LOOP	PUBLIC	60'	40' FACE TO FACE	4'	35 MPH	**2,928**	MINOR COLLECTOR	URBAN
SAINTSBURY LOOP	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	**1,468**	LOCAL	URBAN
SAN RUFINO COVE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	**137**	LOCAL	URBAN
SAN RUFINO STREET	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	**1,000**	LOCAL	URBAN
SERRETA LANE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	**757**	LOCAL	URBAN
TOWER ROAD	PUBLIC	120'	48' FACE TO FACE	4'	45 MPH	**2,155**	COLLECTOR (Future Arterial)	URBAN
TOTAL LINEAR FOOTAGE OF STREETS:						**31,505 L.F.**		

TOTAL: 637 SF LOTS

DATE: FEBRUARY 7, 2025
OWNER:
PULTE HOMES OF TEXAS, LP.
9401 AMBERGLEN BLVD.,
BLDG. 1 SUITE 150
AUSTIN, TEXAS 78729

DEVELOPER:
PULTE HOMES OF TEXAS, LP.
9401 AMBERGLEN BLVD.,
BLDG. 1 SUITE 150
AUSTIN, TEXAS 78729

ENGINEER & SURVEYOR:
CARLSON, BRIGANCE & DOERING, INC.
5701 WEST WILLIAM CANNON DRIVE
AUSTIN, TEXAS 78749
(512) 280-5160 phone
(512) 280-5165 fax

TOTAL ACREAGE: 222.77 ACRES
SURVEY: B. MANLOVE SURVEY, ABSTRACT NO. 417

DESIGNED BY:	DRAFTED BY:
SPC	MB

REVISION	DATE
4 REVISED KOSHCK STREET AND CIRCLE AND ADDED AND MINOR LOT. REVISED LILY WAY TO BE A CUL-DE-SAC	3/6/2024
3 REVISED 677 LOTS	4/30/2024
2 REVISED 653 LOTS	2/7/2025
1	

Carlson, Brigance & Doering, Inc.
Civil Engineering ◆ Surveying
FIRM ID #F3791
Main Office
5501 West William Cannon Dr. 120 BRIDGE POINT, 600
Austin, Texas 78749 Austin, Texas 78759
Phone No. (512) 280-5160 Fax No. (512) 280-5165

SHEET NAME: OVERALL PRELIMINARY PLAT

JOB NAME: SADDLEBACK AT SANTA RITA RANCH PHASE 2

PROJECT: PRELIMINARY PLAT REVISION #2

STATE OF TEXAS
STEVEN P. CATES
93648
LICENSED PROFESSIONAL ENGINEER
CARLSON, BRIGANCE & DOERING, INC.
ID # F3791

3-14-2025

DATE: FEB 2025

JOB NUMBER: 5209

SHEET: 1 OF 4

SHEET NO.: 1

FILE PATH: J:\ACD\5209\dwg\5209-PRELIM PLAN.dwg - Mar 14, 2025 - 2:38pm

LOT 1

THE AMENDED LARRY R. JOHNSON SUBDIVISION CAB. G, SLD. 167

LOT 3

MARK KUHANECK, ET AL (1.00 AC.) DOC. NO. 2014036419

TRACY COLE (1.902 AC.) DOC. NO. 2020134221

LINDA DALE WATTS (15.0347 AC.) DOC. NO. 199933343

CR 258 (ROW VARIES)

COMMERCIAL LOT 1 (7.80 AC.)

LHISD ELEMENTARY SCHOOL LOT

AMENITY LOT

SADDLEBACK PHASE 1 SECTION 2A

DROVER LOOP (50' ROW)

PALO LADO BEND (50' ROW)

PASEO PASS (50' ROW)

NEW SEASON DRIVE (50' ROW)

TOWER ROAD (120' ROW)

SADDLEBACK PARKWAY (120' ROW)

SAINTSBURY LOOP (60' ROW)

DONOVAN DRIVE (60' ROW)

LILLY WAY (60' ROW)

SECTION 4

SECTION 7

SECTION 6

SECTION 5

SECTION 1

SECTION 3

88 D.E., O.S., L.S.E. & P.U.E.

15' WW ESMT.

20' WW ESMT.

15' D.E.

10' PUE

0 100' 200'

SCALE: 1" = 100'

LEGEND

17	LOT NUMBER
(A)	BLOCK NUMBER
	BUILDING SETBACK LINE
	EASEMENT LINE
	BOUNDARY LINE
	100-YR FEMA FLOODPLAIN
	ATLAS 14 100-YR FLOODPLAIN
O.S.	OPEN SPACE
L.S.E.	LANDSCAPE EASEMENT
W.Q.E.	WATER QUALITY EASEMENT
D.E.	DRAINAGE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
B.L.	BUILDING LINE SETBACK
	MAILBOX KIOSK

DESIGNED BY:	DRAFTED BY:
SPC	MB

REVISION	DATE
1 ADDED KIOSK, STREET AND CIRCLE AND ADDED AND MODIFY LOT, REVISED LILLY WAY TO BE A CUL-DE-SAC	3/6/2024
2 REVISED 877 LOTS	4/30/2024
3 REVISED 423 LOTS	2/7/2025

Carlson, Brigance & Doering, Inc.
Civil Engineering ◆ Surveying
FIRM ID #F3791
Main Office: 5501 West William Cannon Dr. Austin, Texas 78749 Phone No. (512) 280-5160
North Office: 12129 RR 620 N. Suite 600 Austin, Texas 78750 Fax No. (512) 280-5165

SHEET NAME: PRELIMINARY PLAT 100 SCALE (1 OF 3)

JOB NAME: SADDLEBACK AT SANTA RITA RANCH PHASE 2

PROJECT: PRELIMINARY PLAT REVISION #2

STATE OF TEXAS
STEVEN P. CATES
93648
LICENSED PROFESSIONAL ENGINEER
CARLSON, BRIGANCE & DOERING, INC.
F-3791
3-14-2025

DATE: FEB 2025

JOB NUMBER: 5209

SHEET: 2 OF 4

SHEET NO.: 2

FILE PATH: J:\ACD\5209\dwg\5209-PRELIM PLAN.dwg - Mar 14, 2025 - 3:10pm

LEGEND

17	LOT NUMBER
(A)	BLOCK NUMBER
	BUILDING SETBACK LINE
	EASEMENT LINE
	BOUNDARY LINE
	100-YR FEMA FLOODPLAIN
	ATLAS 14 100-YR FLOODPLAIN
O.S.	OPEN SPACE
L.S.E.	LANDSCAPE EASEMENT
W.Q.E.	WATER QUALITY EASEMENT
D.E.	DRAINAGE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
B.L.	BUILDING LINE SETBACK
	MAILBOX KIOSK

SCALE: 1" = 100'

DESIGNED BY:	DRAFTED BY:
SPC	MB

REVISION	DATE
4 REMOVED KICKBOX STREET AND CIRCLE AND ADDED AND MINOR LOT, REVISED LILLY WAY TO BE A CUL-DE-SAC	3/6/2024
3 REVISED 877 LOTS	4/30/2024
2 REVISED 423 LOTS	2/7/2025
1	

Carlson, Brigance & Doering, Inc.
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North Office
12129 RR 620 N. Suite 600
Austin, Texas 78750
Fax No. (512) 280-5165

SHEET NAME: PRELIMINARY PLAT 100 SCALE (2 OF 3)

JOB NAME: SADDLEBACK AT SANTA RITA RANCH PHASE 2

PROJECT: PRELIMINARY PLAT REVISION #2

STATE OF TEXAS
STEVEN P. CATES
93648
LICENSED PROFESSIONAL ENGINEER
CARLSON, BRIGANCE & DOERING, INC.
F-3791

3-14-2025

DATE: FEB 2025

JOB NUMBER: 5209

SHEET: 3 OF 4

SHEET NO.: 3

FILE PATH: J:\ACD\5209\dwg\5209-PRELIM PLAN.dwg - Mar 14, 2025 - 2:40pm

LEGEND

17	LOT NUMBER
(A)	BLOCK NUMBER
	BUILDING SETBACK LINE
	EASEMENT LINE
	BOUNDARY LINE
	100-YR FEMA FLOODPLAIN
	ATLAS 14 100-YR FLOODPLAIN
O.S.	OPEN SPACE
L.S.E.	LANDSCAPE EASEMENT
W.Q.E.	WATER QUALITY EASEMENT
D.E.	DRAINAGE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
B.L.	BUILDING LINE SETBACK
	MAILBOX KIOSK

SCALE: 1" = 200'

DESIGNED BY:	DRAFTED BY:
SPC	MB

REVISION	DATE
1 REMOVED KOSKO STREET AND CIRCLE AND ADDED AND MIGHTY LOT. REVISED LULT MAP TO BE A CUL-DE-SAC	3/6/2024
2 REVISED 877 LOTS	4/30/2024
3 REVISED 423 LOTS	2/7/2025

Carlson, Brigance & Doering, Inc.
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Austin, Texas
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North Office
12129 RR 620 N. Suite 600
78750
Fax No. (512) 280-5165

SHEET NAME: PRELIMINARY PLAT 100 SCALE (3 OF 3)

JOB NAME: SADDLEBACK AT SANTA RITA RANCH PHASE 2

PROJECT: PRELIMINARY PLAT REVISION #2

STATE OF TEXAS
STEVEN P. CATES
93648
LICENSED
PROFESSIONAL ENGINEER
CARLSON, BRIGANCE & DOERING, INC.
ID# F3791

3-14-2025

DATE: FEB 2025

JOB NUMBER: 5209

SHEET: 4 OF 4

SHEET NO.: 4

FILE PATH: J:\AC3\5209\dwg\5209-PRELIM PLAN.dwg - Mar 14, 2025 - 2:45pm

Commissioners Court - Regular Session **26.**

Meeting Date: 04/01/2025

Indigent/Abandoned Burial

Submitted By: Andrea Schiele, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Order for Interment

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Andrea Schiele	03/27/2025 06:09 PM
Form Started By: Andrea Schiele		Started On: 03/27/2025 06:05 PM
Final Approval Date: 03/27/2025		

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

ORDER OF COMMISSIONERS COURT
OF WILLIAMSON COUNTY, TEXAS
AUTHORIZING INTERMENT
OF DECEDENT'S REMAINS
Nathaniel James Hoyd, Jr.

Pursuant to the Laws and Rules of the State of Texas, the Texas Health & Safety Code, Chapter 711, Section 711.002(e), and the common law granting the County authority to regulate the public health and safety, the Commissioners Court of Williamson County finds that:

Nathaniel James Hoyd, Jr. (SSN xxx-xx-8317) passed away on February 08, 2025, at the age of 75, at San Gabriel Rehabilitation Center located in Round Rock, Williamson County, Texas.

The Court also finds that there has been an investigation to obtain information regarding next of kin and the ability to pay for interment expense. However, all attempts to contact any known next of kin of the deceased's family have failed to identify any responsible or known next of kin with the ability to pay for necessary expenses. In the facts presented in this case, the deceased's body has either become abandoned or those with the ability to pay are unable to do so.

The Court finds that this case involves either an abandoned body or is qualified for indigent burial; therefore, the duty to cover the costs of interment

falls to Williamson County.

IT IS THEREFORE ORDERED THAT the deceased body shall be interred (*i.e.,* permanent disposition of remains by entombment, burial, or placement in a niche).

IT IS FURTHER ORDERED THAT costs of cremation of the deceased be paid by Williamson County, Texas in accordance with its policies and regulations and that Beck Funeral Home is granted authority to cremate the deceased.

Signed and entered this ____ day of _____ 2025.

_____
Signature of County Judge/Presiding Officer

_____
Printed Name of County Judge/Presiding Officer

Commissioners Court - Regular Session **27.**

Meeting Date: 04/01/2025

Relinquishment of Rights Regarding Disposition After Death

Submitted By: Andrea Schiele, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take any necessary action to approve a Notice of Relinquishment of Rights Regarding Disposition After Death of deceased (George Budinsky) who passed away in Williamson County, Texas.

Background

The County has discretion to inter, pursuant to Tex. Health & Safety Code § 711.002(e). Having established the right to provide for the disposition of the deceased, the County would relinquish that right to Eugene Szabo, as an adult who exhibited special care and concern for the decedent and wherein no next of kin has come forward to claim the decedent. (Section 694.002 of the Texas Health and Safety Code.)

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Notice of Relinquishment

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Andrea Schiele	03/21/2025 02:37 PM
Form Started By: Andrea Schiele		Started On: 03/21/2025 02:29 PM
Final Approval Date: 03/21/2025		

Notice of Relinquishment of Rights Regarding Disposition After Death

Having established the right to provide for the disposition of the deceased, pursuant to Section 694.002 of the Texas Health and Safety Code, I, Valerie Covey, being the Presiding Officer of Williamson County, relinquish the right to handle any and all funeral arrangements and disposition of the remains of George Budinsky to Eugene Szabo, as an adult who exhibited special care and concern for the decedent and wherein no next of kin has come forward to claim the decedent.

_____ Date: April 1, 2025

Valerie Covey
Presiding Officer
Williamson County

Commissioners Court - Regular Session **28.**

Meeting Date: 04/01/2025

2025 Sexual Assault Awareness Proclamation Month

Submitted For: Russ Boles **Submitted By:** Amalia Puentes-Zuazua, Commissioner Pct. #4

Department: Commissioner Pct. #4

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a Proclamation to recognize April as Sexual Assault Awareness Month.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Proclamation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/26/2025 03:29 PM
Form Started By: Amalia Puentes-Zuazua		Started On: 03/25/2025 01:14 PM
Final Approval Date: 03/26/2025		

2025 Sexual Assault Awareness Month Proclamation

WHEREAS, Sexual Assault Awareness Month (SAAM) aims to raise public awareness about sexual violence, provides access to resources, support, and educates communities about prevention; and

WHEREAS, sexual violence is a widespread issue directly affecting children, families, and entire communities throughout the United States, including right here in Williamson County; and

WHEREAS, every 68 seconds, an American is Sexually Assaulted, and every 9 minutes, that victim is a child, and nationwide, 81% of women and 43% of men reported experiencing some form of sexual harassment and/or assault in their lifetime; and

WHEREAS, Williamson County is committed to pursuing justice for and providing resources to survivors of sexual assault, and to educate our community on the need to stand with survivors and protect those most vulnerable in our communities; and

WHEREAS, the Williamson County Children's Advocacy Center and Brave Alliance provide medical forensic exams serving Williamson County children and adult survivors, ensuring a victim-centered approach, and collaboration with law enforcement and the County and District Attorney's Offices; and

WHEREAS, Hope Alliance provides immediate crisis assistance and long-term services through relocation assistance, counseling, and legal advocacy in order to offer a comprehensive approach to healing for survivors of domestic violence and sexual assault; and

WHEREAS, the Williamson County Sexual Assault Response Team (SART) is a multidisciplinary group of various law enforcement agencies, judicial systems, victim services professionals, advocacy-based organizations, and medical and mental health service providers working to minimize survivor re-traumatization, while also increasing efficiency within law enforcement response and the judicial process.

NOW THEREFORE, the Commissioners Court of Williamson County, State of Texas, hereby proclaims the month of April 2025 as

Sexual Assault Awareness Month

Urging all members of our community to support survivors of sexual assault, and to strengthen our efforts to prevent this abuse from happening in the first place.

Dated this 1st day of April 2025

_____

Presiding Officer

Commissioners Court - Regular Session **29.**

Meeting Date: 04/01/2025

Award of 25RFP14 Jail Pharmaceuticals/Services/Supplies to MAO Pharmacy, Inc. D/B/A Westwood Pharmacy Clinical Services

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding #25RFP14 Jail Pharmaceuticals/Services/Supplies to MAO Pharmacy, Inc. D/B/A Westwood Pharmacy Clinical Services, in the not-to-exceed amount of $981,750.00 and authorize execution of the agreement.

Background

Williamson County received three (3) submissions from seventy-two (72) document takers and advertised to over two thousand five-hundred and sixty-eight (2,568) vendors seeking proposals from experienced companies to supply Pharmaceuticals and Pharmaceuticals Services/Supplies for the County Jail, whose current population is 650 inmates. The term of this Agreement will be 12 months from the effective date, the contract shall renew automatically for four years with the terms and conditions remaining the same. The not-to-exceed amount is $981,750.00 per fiscal year, funding source: 01.0100.0570.003307. Origination 1610. Department Point of contact is Virginia Johnson.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Westwood Service Agreement

Evaluation Scoring Sheet

Recommendation Letter

1295 Form Redacted

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/26/2025 03:39 PM
County Judge Exec Asst.	Andrea Schiele	03/26/2025 07:19 PM
Form Started By: Koren Shannon		Started On: 03/21/2025 02:23 PM
Final Approval Date: 03/26/2025		

WILLIAMSON COUNTY
PHARMACY SERVICES AGREEMENT
MAO Pharmacy, Inc. d/b/a Westwood Pharmacy

THIS PHARMACY SERVICES AGREEMENT (this "Agreement") is entered into with effect as of the date of the last party's execution below (the "Agreement Effective Date"), by and between MAO Pharmacy, Inc. d/b/a Westwood Pharmacy, a Virginia corporation ("WESTWOOD"), and Williamson County ("COUNTY") (WESTWOOD and COUNTY hereinafter together referred to as the "Parties").

RECITALS

WHEREAS, WESTWOOD operates a pharmacy licensed m the Commonwealth of Virginia;

WHEREAS, WESTWOOD is in the business of providing comprehensive pharmaceutical care services in correctional settings for various state and local government entities, as well as comprehensive healthcare companies; and,

WHEREAS, COUNTY desires to have WESTWOOD provide comprehensive pharmaceutical care services for Williamson County located at 710 Main Street, Georgetown, TX 78626;

NOW, THEREFORE, in consideration of the mutual promises of the Parties hereto and the mutual benefits to be gained by the performance thereof, and other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1) Incorporation by Reference and Order of Precedence. This Agreement incorporates by reference the Request for Proposals 25RFP14 ("RFP") and Westwood proposal submitted pursuant to the Request for Proposals ("Westwood Proposal"), including all terms, conditions, specifications, and any addenda issued in connection therewith. The Parties acknowledge that this Agreement is intended to be consistent with the RFP and the Westwood Proposal; however, in the event of any conflict between the terms of this Agreement and the terms of the RFP and the Westwood Proposal, the provisions of the RFP and the Westwood Proposal shall govern and control. The Parties further agree that all obligations, representations, and warranties set forth in the RFP and the Westwood Proposal shall remain binding upon the Parties as though fully set forth herein.

2) Term. The term of this Agreement shall commence when signed by all parties and shall continue for 12 months from effective date. Unless terminated by either party pursuant to terms of the RFP, the contract shall renew automatically for four years with the terms and conditions remaining the same.

3) Consideration and Compensation: Westwood will be compensated based on a fixed sum per fiscal year. The not-to-exceed amount under this Agreement is Nine Hundred Eighty-One Thousand Seven Hundred and Fifty Dollars (981,750.00) per fiscal year.

4) Counterparts. This Agreement may be executed by the parties hereto in multiple original counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same.

5) Modifications & Amendments. This Agreement may only be modified or amended by a written agreement that is executed by both parties.

6) Governing Law. This Agreement shall be governed by the Laws of the State of Texas.

7) Notices. Any notices required or permitted to be given under this Agreement shall be furnished in writing and sent first class mail or registered mail to:

WESTWOOD:	Westwood Pharmacy Attn: Hunter Hoggatt 5823 Patterson Avenue Richmond, VA 23226
COUNTY:	County Judge or Presiding Officer Williamson County 710 Main Street Georgetown, TX 78626

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the last date written below.

Williamson County 710 Main Street Georgetown, TX 78626	**MAO Pharmacy, Inc.** 5823 Patterson Avenue Richmond, VA 23226
By: _____	By: _____
Name: _____	Name: Shubhro Pal
Title: _____	Title: VPO
Date: _____	Date: 3/10/2025

SCHEDULE A: Returns

Return credits will be at 100% of the cost of the eligible medication.

The following items are either non-returnable and are not eligible for credit:

- Controlled Medications (non-returnable)
  - All controlled medications (Schedule TI-V) need to be destroyed on site. The DEA prohibits returning controlled substances to the pharmacy. In the event a controlled medication is inadvertently returned to Westwood Pharmacy, Westwood will mail that medication back to you with directions to destroy on site.
- Specialty Medications (non-returnable)
  - Westwood Pharmacy will notify the facility prior to filling any specialty medications to make them aware the product is non-returnable.
  - Westwood Pharmacy will await written permission from the facility to proceed with filling the non-returnable specialty product.
- Refrigerated Products (not eligible for credit)
  - Since Westwood Pharmacy cannot verify the integrity of how the product has been stored, refrigerated products are not eligible for credit.
- Half Tablets (not eligible for credit)
  - If a facility requests half tabs they are not eligible for credit as Westwood Pharmacy will not be able to reuse that product.
- Within 90 Days of the Expiration Date (not eligible for credit)
  - If the medication is returned and it is within 90 days of the expiration date, it is not eligible for credit because Westwood Pharmacy will not be able to reuse the product.
- Opened Bulk Items (not eligible for credit)
  - If a bulk item (i.e., inhaler, cream/ointment) is returned open, this item will not be eligible for credit as Westwood Pharmacy cannot verify that they product has not been used.
- The final decision on the integrity of the product will rest upon the pharmacist checking the returns.
- Any damaged items are not eligible for return.

Scoring Summary

Active Submissions

	Total	References/Experience	Adherence to Specifications	Price
Supplier	**/ 100 pts**	**/ 30 pts**	**/ 30 pts**	**/ 40 pts**
Westwood Pharmacy	98 pts	30 pts	30 pts	38 pts
Diamond Drugs, Inc.	85 pts	15 pts	30 pts	40 pts
Houston Community Surgical	21.04 pts	8 pts	7 pts	6.04 pts

WILLIAMSON COUNTY SHERIFF'S OFFICE

MATTHEW LINDEMANN, SHERIFF
RANDY TRAYLOR, CHIEF

508 S Rock St. Georgetown, TX 78626

Office (512) 943-1300
Fax (512) 943-1444

Bryan Williams, Assistant Chief – Special Operations Bureau
Kathleen Pokluda, Assistant Chief – Corrections Bureau

Patrick Hurley, Assistant Chief – Law Enforcement Bureau
Rebecca Rodriguez, Chief of Staff

To: Koren Shannon – Purchasing

From: Chief Kathleen Pokluda KP

Date: February 27, 2025

Subject: 25RFP14 Jail Pharmaceuticals/Supplies/Services Recommendation Letter.

An RFP was advertised in Bonfire for Jail Pharmaceuticals/Supplies/Services and 3 proposals were received. The Evaluation Committee, with the Purchasing Department overview, reviewed the proposals.

After reviewing the proposals, Westwood Pharmacy is the best overall selection.

The Williamson County Sheriff's Office recommends that Westwood Pharmacy be awarded the Pharmaceuticals/Supplies/Services for the Williamson County Jail based on their proposal, pricing and their impeccable service they provided us for the past 4 years.

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:
2025-1279484

Date Filed:
03/10/2025

Date Acknowledged:
03/12/2025

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

MAO Pharmacy, Inc.
Richmond, VA United States

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

Williamson County

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.

2025146
Westwood Pharmacy for 25RFP14 Jail Pharm/Services/supplies

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Mark, Oley	Richmond, VA United States	X	
Oley, Celeste	Richmond, VA United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

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

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

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:
2025-1279484

Date Filed:
03/10/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
MAO Pharmacy, Inc.
Richmond, VA United States

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

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.
2025146
Westwood Pharmacy for 25RFP14 Jail Pharm/Services/supplies

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Mark, Oley	Richmond, VA United States	X	
Oley, Celeste	Richmond, VA United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Mark Oley, and my date of birth is [redacted].

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

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

Executed in Henrico County, State of Virginia, on the 10th day of March (month), 2025 (year).

Mark Oley

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **30.**

Meeting Date: 04/01/2025

MOU between Hutto ISD Police Dept and Williamson County Sheriff's Office

Submitted For: Matthew Lindemann **Submitted By:** Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Memorandum of Understanding Concerning Communication and Coordination between Hutto ISD Police Department and the Williamson County Sheriff's Office.

Background

Texas Education Code Section 37.081 (g) sets forth that a school district police department and the law enforcement agencies with which it has overlapping jurisdiction shall enter into a memorandum of understanding that outlines reasonable communication and coordination efforts between the department and the agencies. This MOU is being executed between Hutto ISD Police Department and the Williamson County Sheriff's Office in order to comply with said section.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Hutto ISD PD MOU

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/26/2025 03:39 PM
Form Started By: Starla Hall		Started On: 03/25/2025 12:44 PM
Final Approval Date: 03/26/2025		

MEMORANDUM OF UNDERSTANDING
CONCERNING COMMUNICATION AND COORDINATION BETWEEN THE HUTTO INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT AND THE WILLIAMSON COUNTY SHERIFF'S DEPARTMENT

This Memorandum of Understanding (this "MOU") is made and entered into by and between the following parties: the Hutto Independent School District Police Department and the Williamson County Sheriff's Office.

WHEREAS, Texas Education Code §37.081(g) provides that a school district police department and the law enforcement agencies with which it has overlapping jurisdiction shall enter into a memorandum of understanding that outlines reasonable communication and coordination efforts between the department and the agencies; and,

WHEREAS, the Hutto Independent School District Police Department (HISD PD) has overlapping jurisdiction with the Williamson County Sheriff's Office (WILCO SO) and desires to enter into such a memorandum of understanding with regard to communication and coordination of efforts between the agencies; and,

WHEREAS, it is the desire of the two agencies to assist and aid one another in all law enforcement matters occurring in the territorial jurisdictions of the two entities; aid being defined as providing personnel, equipment and resources related to law enforcement and,

WHEREAS, this cooperative effort will assist in the agencies' respective responsibilities and mission to serve the citizens of Williamson County and the Hutto Independent School District (HISD);

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this memorandum of understanding, the undersigned parties agree as follows:

I. Notification between Parties.

The HISD Police Department to Notify the Williamson County Sheriff's Office

A. A HISD Police Department (HISD PD) officer will call WILCO SO if available. If not, then communication may be made through the Williamson County Emergency Communication Center to advise of any serious incident that occurs within HISD, if resources from both agencies are needed for the good of the community and the success of the investigation. The term "serious incident" includes, but is not limited to, the following crimes, offenses, or situations, or evidence thereof:

1. Any 1st degree felony.
2. Murder or attempted murder.
3. Aggravated robbery where a firearm or knife is used.
4. Aggravated sexual assault.
5. Sexual assault of an adult or a child.

6. Any indecent exposure or solicitation of a child report. This includes pornographic pictures being taken of **children** or shown to **children, but excludes incidents determined to be punishable as class B & C level offenses under 43.261 PC.**
7. Aggravated assault where a gun or weapon is used or threatened.
8. Aggravated kidnapping.
9. Any EOD or explosive weapon is used or threatened.
10. Any disturbance where a mass or group is involved (i.e. riot).
11. Any criminal intelligence information developed by a HISD PD officer concerning any criminal incident which occurred, or is planned for off HISD property, and within Williamson County jurisdiction.
12. Any other situation where the officer decides there is a need based on impact to the community, impact to public safety, or requires an immediate response that may need involvement from both agencies. This is designed to encourage open communication between the two departments.

B. Once contacted by HISD PD, the Williamson County Emergency Communications Center will contact a WILCO SO Patrol Supervisor advising the supervisor where the incident occurred along with a contact number for the HISD PD Supervisor/officer to determine what, if any, response is needed from WILCO SO. This decision should be based on the resources needed to accomplish the investigative goal and to serve the community.

The Williamson County Sheriff's Office will notify the HISD Police Department when:

A. WILCO SO personnel are to notify the Williamson County Emergency Communication Center or HISD PD directly, if available, to advise of the following incidents involving HISD students or school safety that occur within the jurisdiction of WILCO SO:

1. All HISD bus accidents so HISD PD can respond to facilitate assistance for the investigation and collection of student data necessary for the investigation, and so WILCO SO has assistance with school reunification of students to parents and assistance should alternate transportation and medical transportation be made; HISD PD defers to WILCO SO for investigations on the roadway and completion of all TxDOT reports. HISD PD shall assist WILCO SO in the collision efforts and logistics involving such collision. HISD PD will handle bus related investigations occurring on District property.
2. Any SWAT call up in close proximity to HISD property (addresses attached), which might cause alarm or interrupt campus or bus operations.
3. Any armed suspect on school grounds or close to school grounds during school hours.
4. Any sex crimes or suspicious person around school properties who is approaching students walking to and from school.
5. Any fires or complete road blockages around schools during school hours or which may affect bus transportation.
6. Any death of a HISD student or staff member.
7. Any pre-planned tactical operation planned during school hours within close proximity of a school (i.e. a pre-planned search warrant). While details are not necessary, there may be a request to limit traffic flow around the target area, and HISD schools in the area.

8. Any 911 calls received originating on school campuses during times when HISD PD Officers are scheduled to be on school campuses, generally weekdays from 0730 hours to 1630 hours.
9. Any calls responded to after hours or holidays involving school property that require a criminal investigation or follow-up that are of a serious nature. Less serious offenses that do not require immediate action may be reported to communications for follow-up by HISD PD personnel during regular hours.
10. Any calls where the WILCO SO deputy believes that administrative assistance may reduce recidivism or impact resources of WILCO SO to respond. Such calls may be harassment or assaultive in nature where both parties are students at a common campus or other criteria the officer believes may benefit the situation or circumstance.
11. Arrest notifications shall be made in compliance with C.C.P. 15.27 and forwarded to the Chief of the HISD PD as designee for the Superintendent for dissemination.

B. **Note:** HISD PD is not a 24-hour department and after-hours communication may be answered or facilitated by the Williamson County Emergency Communications Center. HISD PD agrees to maintain up-to-date contact numbers with the Williamson County Emergency Communications Center.

II. Emergency Response Aid and Assistance

A. The Parties agree to cooperate in providing Aid or Assistance with law enforcement personnel, equipment, and resources and securely sharing sensitive and non-sensitive law enforcement information for law enforcement matters.
   a. Requesting Aid or Assistance.
      i. The requesting Agency's Officer has requested aid or assistance, including the amount and type of equipment or resources and number of requested personnel, with a reasonable estimate of time the assistance is needed, and
   b. Providing Aid or Assistance.
      i. The Providing Agency's Officers may provide Aid or Assistance to the requesting Agency. When providing Aid to the requesting Agency, officers will inform their supervisor to ensure that dispatching law enforcement personnel or equipment will not endanger the responding agency's citizens' health, safety, or welfare.

III. Investigations.

A. HISD PD is responsible for the investigation of any incident that has occurred on school property or on board of a HISD school bus. WILCO SO resources may be requested in a supportive role to assist with the investigation.

B. The parties have agreed that in any case in which HISD PD initiated the investigation and for which WILCO SO requests the lead, HISD PD will afford WILCO SO that authority. In order to maintain the flow of information between the agencies, however, one HISD PD officer will be assigned to work with the WILCO SO officer in the investigation. This collaboration will allow the HISD PD and WILCO SO to stay informed and team their resources to accomplish the investigative goal.

C. It is understood that HISD PD's primary investigative duty is in school-related matters throughout the Hutto Independent School District, and its secondary duty is to all other matters that may come within its jurisdiction. HISD PD agrees to support and assist Williamson County Sheriff's Office in all Law Enforcement matters. Typically matters of traffic congestion surrounding campus arrival and dismissal may require a collaborative effort in addressing these circumstances. Bus stops are generally viewed much the same with the designated stop location being a non-District location, but may require collaboration due to the cause and effect of any issues that arise at such locations.

D. It is also understood that there may be situations in which the citizens of Williamson County and the Hutto Independent School District may be better served by the initial agency retaining primary jurisdiction over the investigation and processing of the offense.

IV. Information and Record Sharing.

A. WILCO SO and HISD PD agree to follow all provisions in Chapter 58 of the Texas Family Code, Section 37.084 of the Texas Education Code, and the Family Educational Rights and Privacy Act (20 U.S.C. §1232g, 34 CFR Part 99) governing the sharing of student and juvenile information, as well as all regulations governing the sharing of student and juvenile information.

B. Specific requirements:

1. Information disclosed under this agreement relates to the juvenile justice system's ability to serve, before adjudication, the student whose records are being released.
2. Information obtained shall not be disclosed to a third party, other than another juvenile justice agency, except as permitted or required by law.
3. Information received under this section shall be destroyed, if permitted or required by applicable law, when the child is no longer under the jurisdiction of a juvenile court.

V. Off Duty Employment.

A. Either party may employ law enforcement officers from the other party for special events or occasions. Such employment may be approved or denied in accordance with the employed officer's departmental policy and procedures for off duty employment.

B. When employed as an off-duty officer, the off-duty officer shall adhere to the direction of the employing party's on-duty police supervisor.

VI. Liability, Immunities, and Defenses.

A. Nothing herein shall be deemed or construed to create a partnership, joint venture, joint enterprise, employer-employee relationship, or principal-agent relationship between WILCO SO and HISD PD.

B. No party to this MOU shall be responsible for the acts of an employee of another party.

C. It is expressly understood and agreed that neither party waives, nor shall be deemed to have waived, any immunity or defense otherwise available to it under the law.

VI. Termination and Renewal.

A. Either party may withdraw from and terminate this Memorandum of Understanding on twenty (20) days' written notice to the other party.

B. This Memorandum of Understanding is effective when signed by both parties. The Memorandum of Understanding shall remain in effect for an initial term to expire on June 30, 2026. It shall automatically renew annually, on July 1 of each successive year for up to five (5) years; unless terminated by either party by written notice given according to the terms of this Memorandum of Understanding.

Signed:

By: Matthew Lindemann

Matthew Lindemann
Sheriff
Williamson County Sheriff's Office

Date: 3/25/2025

By: William Edwards

William Edwards
Chief of Police
Hutto ISD Police Department

Date: 3/24/2025

WILLIAMSON COUNTY

By: _____

Williamson County Judge

Date: _____

HUTTO ISD

By: Jennifer Neatherlin

Jennifer Neatherlin
Superintendent

Date: 3/24/25

Commissioners Court - Regular Session **31.**

Meeting Date: 04/01/2025

New Standard Agreement with Stonewall Ranch MUD for County Sheriff

Submitted For: Matthew Lindemann **Submitted By:** Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding approval and receipt of the Standard Agreement with Stonewall Ranch Municipal Utility District for off-duty contracting of County Sheriff Deputies to be effective April 1, 2025.

Background

This is a new agreement for Stonewall Ranch MUD in Liberty Hill. This new agreement will give permission for Stonewall Ranch MUD to contract County Sheriff Deputies in a private capacity and the County to invoice that MUD for deputies' vehicle usage. The term of this agreement shall begin on April 1, 2025 and will have two additional one-year automatic renewals on October 1, 2025 and October 1, 2026. The agreement will be revisited with proper approvals from the Commissioners Court for October 1, 2027 (FY'28).

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Stonewall Ranch MUD

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/26/2025 06:59 PM
Form Started By: Starla Hall		Started On: 03/20/2025 02:39 PM
Final Approval Date: 03/26/2025		

Docusign Envelope ID: 222D9668-8B57-4114-9501-FFEAFCDABAAE

STATE OF TEXAS	§	**STANDARD AGREEMENT WITH**
	§	**LOCAL GOVERNMENTAL ENTITY**
	§	**REGARDING OFF-DUTY**
	§	**CONTRACTING OF COUNTY**
COUNTY OF WILLIAMSON	§	**LAW ENFORCEMENT AGENCY DEPUTIES**

This interlocal agreement (hereinafter, the "AGREEMENT") is entered into by and between the local governmental entity set forth on the signature page below (hereinafter, "LGE") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Law Enforcement Agency (hereinafter, "LEA").

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

1. It is mutually agreed that while the DEPUTIES are working for the LGE, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES cannot enforce policies or rules of the LGE. To the extent applicable, the DEPUTIES shall enforce District Rules and Regulations adopted pursuant to Section 54.205(4) of the Texas Water Code and published in accordance with Sections 54.206 through 54.208 of the Texas Water Code provided that a violation of such District Rules and Regulations also constitutes a crime under the Texas Penal Code. ***LGE expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of LGE when contracted by the LGE.***

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

3. Prior to the beginning of DEPUTIES performing services for the LGE, the LGE shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas, intergovernmental risk pool or equivalent coverage through the Texas Municipal League Intergovernmental Risk Pool with minimum amounts of Ten Thousand Dollars ($10,000) per occurrence for property damage, One Hundred Thousand Dollars ($100,000) per person, and Three Hundred Thousand Dollars ($300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on April 1, 2025 and shall terminate on September 30, 2025, and will have two (2) additional one (1) year automatic renewal terms. The AGREEMENT will automatically renew on October 1, 2025, and October 1, 2026. The Agreement must be revisited with proper approvals from

Docusign Envelope ID: 222D9668-8B57-4114-9501-FFEAFCDABAAE

the applicable governing bodies and elected official(s) for FY2028. Either party may terminate this Agreement, for convenience and without cause, by providing thirty (30) days' advance written notice to the other party.

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

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

7. COUNTY agrees to invoice LGE for the reimbursement amounts for DEPUTIES' vehicle usage at the rate of **$14.00 per hour per vehicle** (to cover LGE's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance). The LGE acknowledges that the above-described reimbursement rate will not totally cover the entire costs incurred by COUNTY for the fully equipped patrol vehicle that is being utilized by such DEPUTIES in the LGE's boundaries; provided, however, COUNTY deems such unrecovered costs for the fully equipped patrol vehicle to be of a public benefit to the citizens of Williamson County.

8. On a monthly basis for each vehicle used by DEPUTIES, LGE agrees to cause DEPUTIES to maintain a written log of all times that vehicles are used for off-duty work, whether the vehicle is actually driven or parked. LGE shall provide such vehicle time records to COUNTY and LEA no later than the end of each quarter (end of month for each of the following: March, June, September, and December). COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and LGE will pay such invoice pursuant Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"). Reporting must be submitted to:

LEA: At the address set forth on the signature page below.

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

Docusign Envelope ID: 222D9668-8B57-4114-9501-FFEAFCDABAAE

9. LGE agrees that it shall pay DEPUTIES directly and file all applicable reporting forms with the Internal Revenue Service, as determined by the LGE.

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

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

LGE:

Name of LGE: STONEWALL RANCH MUNICIPAL UTILITY DISTRICT

Signature: Signed by: Dallas Worth 7B18BF781940485...

Printed Name: Dallas Worth

Title: Stonewall Ranch MUD Board of Directors - Vice President

Date: 3/21/2025 _____, 20____

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

LEA: Sheriff

Printed Name of Official: Matthew Lindemann

Signature of Official: Matthew Lindemann

Date: March 21, 2025

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

Docusign Envelope ID: 222D9668-8B57-4114-9501-FFEAFCDABAAE

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

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR
CONFIRMATION OF BUDGETARY AUTHORIZATION
RELATED TO USE OF
VEHICLES FOR OFF-DUTY WORK[1]

WILLIAMSON COUNTY COMMISSIONERS COURT:

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

Date: _____ _____, 20____

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

Commissioners Court - Regular Session **32.**

Meeting Date: 04/01/2025

Approval of Consent to Contract Assignment from Questica, Ltd to Euna Solutions, Inc. for Information Systems

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on Consent to Contract Assignment from Questica, Ltd (the Assignor) which is requesting consent from Williamson County, Texas (“County”) for the assignment and transfer of all its interests, rights, and obligations to Euna Solutions, Inc. (the Assignee) relating to Services Contract #2022238, approved August 16, 2022, under agenda item #31, to provide service hours to update Budget Software, and authorizing the Consent to Assignment.

Background

Euna Solutions has acquired Questica Ltd. The Consent to Contract Assignment will complete the transition process by transferring the Williamson County services contract to Euna Solutions, Inc. The funding source is 01.0100.0503.004100. Tammy McCulley is the department's point of contact for Information Systems.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Conset to Contract Assignment

1295 document

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/26/2025 03:56 PM
County Judge Exec Asst.	Andrea Schiele	03/26/2025 07:23 PM
Form Started By: Cheryl Johnson		Started On: 03/25/2025 08:24 AM
Final Approval Date: 03/26/2025		

CONSENT TO CONTRACT ASSIGNMENT

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by the parties hereto, **Questica LTD, 777 South Figueroa Street, Suite 4600, DPT# 2156, Los Angeles, CA 90017** (hereinafter "Assignor") hereby request consent from Williamson County, Texas (hereinafter "County") of the assignment and transfers of all of Assignor's interest, rights and obligations to **Euna Solutions, Inc. 363 W Erie St Fl 7, Chicago, Illinois, 60654** hereinafter "Assignee") in the contract(s) described as follows:

> Contract #202589- A software subscription agreement between Williamson County and Questica Ltd., executed on August 16, 2022, which is incorporated herein by reference for all purposes (hereinafter "Contract").

In consideration of the mutual promises and covenants contained herein, County, Assignor and Assignee hereby agree as follows:

1. Assignor agrees that all rights and obligations of Assignor arising under the Contract or otherwise by law or by the existence of conditions precedent, which may or may not have occurred as of the date of this Consent to Contract Assignment, are hereby included in the Assignment of the Contract to Assignee and Assignee hereby agrees to accept same as if Assignee was an original party to the aforesaid Contract.

2. Following the execution of this Consent to Contract Assignment, Assignee shall fully perform all services and/or provide all goods in accordance with terms and conditions of the Contract as if Assignee was an original party to the Contract.

3. Assignor and Assignee have agreed the assignment of the Contract shall be binding upon and inure to the benefit of Assignor and Assignee and their respective affiliates, successors, assigns, heir and devisees and legal representatives.

4. UPON EXECUTION OF THIS CONSENT TO CONTRACT ASSIGNMENT AND IN CONSIDERATION OF COUNTY'S CONSENT TO THE ASSIGNMENT SUBJECT HEREOF, ASSIGNEE HEREBY AGREES THAT ASSIGNEE SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF COUNTY'S GROSS NEGLIGENCE) AND INDEMNIFY COUNTY FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF ASSIGNOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS ASSIGNOR MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED IN CONNECTION WITH ASSIGNOR'S PERFORMANCE OF SERVICES UNDER THE CONTRACT PRIOR TO EXECUTION OF THIS CONSENT TO CONTRACT ASSIGNMENT; AND FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM ASSIGNOR'S PERFORMANCE OF THE CONTRACT OR THE SERVICES PROVIDED UNDER THE CONTRACT PRIOR TO THE EXECUTION OF THIS CONSENT TO CONTRACT ASSIGNMENT, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF ASSIGNOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY ASSIGNOR OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE.

5. In consideration of the terms, conditions, agreements and covenants set forth herein, County agrees and does hereby consent to Assignor's assignment of the Contract to Assignee.

6. It is the intention of the parties hereto that in the event a court of competent jurisdiction finds that any provision or portion of this Consent to Contract Assignment is unenforceable for any reason, the balance and remainder of this Consent to Contract Assignment shall remain effective and enforceable to the extent possible under the circumstances then existing.

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

8. Each party to this Consent to Contract Assignment hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Consent to Contract Assignment shall lie exclusively in Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Consent to Contract Assignment is governed by the laws of the United States, this Consent to Contract Assignment shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

9. This Consent to Contract Assignment represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written relating to the subject matter hereof. This Consent to Contract Assignment may be amended only by written instrument signed by each party.

AGREED, signed and made effective as of the date of the last party's execution below.

COUNTY:

Williamson County, Texas

By: _____

Printed Name: _____

Capacity: As Presiding Officer of the
Williamson County Commissioners Court

Date: _____ _____, 20___

ASSIGNOR:

Questica LTD.

By: Brenna Lenchak (Mar 25, 2025 13:56 EDT)

Printed Name: Brenna Lenchak

Title: SVP, General Counsel & Secretary

Date: March 25, 2025

ASSIGNEE:

Euna Solutions, Inc.

By: Jas Saraw (Mar 25, 2025 13:57 EDT)

Printed Name: Jas Saraw

Title: Chief Sales Officer

Date: March 25, 2025

Consent to Contract Assignment - Questica Ltd. to Euna Solutions_____

Final Audit Report 2025-03-25

Created:	2025-03-25
By:	Spenser Strode (spenser.strode@eunasolutions.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAdWlTU2UClqJke7tKsY_rbrID73BPl-Jg

"Consent to Contract Assignment - Questica Ltd. to Euna Solutions_____" History

Document created by Spenser Strode (spenser.strode@eunasolutions.com)
2025-03-25 - 5:43:15 PM GMT

Document emailed to Brenna Lenchak (brenna.lenchak@eunasolutions.com) for signature
2025-03-25 - 5:44:04 PM GMT

Email viewed by Brenna Lenchak (brenna.lenchak@eunasolutions.com)
2025-03-25 - 5:56:14 PM GMT

Document e-signed by Brenna Lenchak (brenna.lenchak@eunasolutions.com)
Signature Date: 2025-03-25 - 5:56:27 PM GMT - Time Source: server

Document emailed to Jas Saraw (jas.saraw@eunasolutions.com) for signature
2025-03-25 - 5:56:28 PM GMT

Email viewed by Jas Saraw (jas.saraw@eunasolutions.com)
2025-03-25 - 5:57:07 PM GMT

Document e-signed by Jas Saraw (jas.saraw@eunasolutions.com)
Signature Date: 2025-03-25 - 5:57:19 PM GMT - Time Source: server

Agreement completed.
2025-03-25 - 5:57:19 PM GMT

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:
2025-1283166

Date Filed:
03/18/2025

Date Acknowledged:
03/20/2025

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

Euna Solutions, Inc.
Chicago, IL United States

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

Williamson County

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

202589
Computer Software

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

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

6 UNSWORN DECLARATION

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

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

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

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

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

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:
2025-1283166

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Date Acknowledged:

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Euna Solutions, Inc.
Chicago, IL United States

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Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
202589
Computer Software

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

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

6 UNSWORN DECLARATION

[redacted]

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

Executed in Oakville County, State of Ontario, on the 18 day of March (month), 2025 (year).

Michael Fuerte

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **33.**

Meeting Date: 04/01/2025

Approval of Renewal #2 (FINAL) for Contract # 2023177 Fidlar Technologies Inc for County Clerk

Submitted By: Cheryl Johnson, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the approval of the renewal #2 of Contract #2023177 with Fidlar Technologies Inc. for Property Fraud Alert System Annual Maintenance for the term of April 25, 2025 through April 25, 2026 and authorizing the execution of the renewal agreement.

Background

This document serves as the SECOND renewal of Contract # 2023177 with Fidlar Technologies, Inc. for the County Clerk's Office. The renewal is effective from April 25, 2025 through April 25, 2026. County Clerk, Nancy Rister, has confirmed that the vendor has fulfilled all the County's requirements for this contract and is requesting its renewal. The funding source is 01.0385.0385.004500. The Department's point of contact is Nancy Rister.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Renewal 2

Renewal 1

Original Agreement

1295 document

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/26/2025 01:59 PM
County Judge Exec Asst.	Andrea Schiele	03/26/2025 07:16 PM
Form Started By: Cheryl Johnson		Started On: 03/20/2025 10:29 AM
Final Approval Date: 03/26/2025		

SECOND RENEWAL AGREEMENT

County: Williamson County, Texas, a political subdivision of the State of Texas

County's Mailing Address:

710 Main Street
Suite 101
Georgetown, Texas 78626

Service Provider: Fidlar Technologies, Inc.

Service Provider's Mailing Address:

350 Research Parkway
Davenport, Iowa 52806

Agreement Subject of this Renewal Agreement:

The Addendum to Fidlar Technologies, Inc.'s Agreement dated April 25, 2023, by and between Service Provider and County (the "Agreement") attached hereto as Exhibit A.

Agreement to Renew Agreement:

1. Renewal Term: Service Provider and County (hereinafter collectively referred to as the "Parties") hereby agree to renew the Agreement for an additional term of one (1) year, commencing on April 25, 2025 and ending on midnight of April 25, 2026 ("Renewal Term").

Amendment of Agreement Terms, Covenants and Conditions:

To the extent that any terms, covenants or conditions of the Agreement contradict or conflict with the terms of this Renewal Agreement, the terms of this Renewal Agreement shall control. All other existing terms, covenants and conditions of the Agreement shall remain in full force and effect during the Renewal Term and any term thereafter.

IN **WITNESS WHEREOF,** the Parties hereto have duly executed and delivered this Renewal Agreement to be effective as of the date of the last party's execution below.

SERVICE PROVIDER:

FIDLAR TECHNOLOGIES, INC.

By: _____
Alex Riggen
President

Date: 3/19/25

COUNTY:

Williamson County, Texas

By: _____
Bill Gravell, **Jr.,**
Williamson County Judge

Date: _____

FIRST RENEWAL AGREEMENT

County: Williamson County, Texas, a political subdivision of the State of Texas

County's Mailing Address:

710 Main Street
Suite 101
Georgetown, Texas 78626

Service Provider: Fidlar Technologies, Inc.

Service Provider's Mailing Address:

350 Research Parkway
Davenport, Iowa 52806

Agreement Subject of this Renewal Agreement:

The Addendum to Fidlar Technologies, Inc.'s Agreement dated April 25, 2023, by and between Service Provider and County (the "Agreement") attached hereto as Exhibit A.

Agreement to Renew Agreement:

1. Renewal Term: Service Provider and County (hereinafter collectively referred to as the "Parties") hereby agree to renew the Agreement for an additional term of one (1) year, commencing on April 25, 2024 and ending on midnight of April 25, 2025 ("Renewal Term").

Amendment of Agreement Terms, Covenants and Conditions:

To the extent that any terms, covenants or conditions of the Agreement contradict or conflict with the terms of this Renewal Agreement, the terms of this Renewal Agreement shall control. All other existing terms, covenants and conditions of the Agreement shall remain in full force and effect during the Renewal Term and any term thereafter.

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Renewal Agreement to be effective as of the date of the last party's execution below.

SERVICE PROVIDER:

Fidlar Technologies, Inc.

By: _____

Printed Name: Alex Riggen

Date: January 16, 2024

COUNTY:

Williamson County, Texas

By: _____
Bill Gravell (Feb 6, 2024 14:58 CST)

Bill Gravell, Jr.,
Williamson County Judge

Date: Feb 6, 2024

Exhibit A

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

ADDENDUM TO FIDLAR TECHNOLOGIES, INC.'S AGREEMENT

THIS ADDENDUM ("Addendum") is entered into by and between Williamson County, ("County"), a body corporate and politic under the laws of the State of Texas, and Fidlar Technologies, Inc., ("Fidlar"), a company authorized to conduct business in the State of Texas (hereinafter each referred to as a "party" or collectively as the "parties").

WHEREAS, subject to the changes herein, the parties have executed and accepted Fidlar's Property Fraud Alert Service Agreement (the "Agreement"), attached hereto as Exhibit "A" and incorporated fully by reference, for the purchase of specified fraud alert services (the "Services"); and

WHEREAS, County desires that Fidlar provide Services as will be more specifically described in this Agreement; and

WHEREAS, the following changes are incorporated as if a part of the Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

1. **Term.** The term of the Agreement is effective as of the date of the last party's execution below and shall continue for a one (1) year term ("Initial Term"). At the end of the Initial Term, the parties, upon mutual agreement, shall have the option to renew this Agreement for three (3) additional one-year terms, with the terms and conditions remaining the same. The total period of the Agreement, including all terms, shall not exceed four (4) years.

   Exercise of the renewal option is at the County's sole discretion and shall be conditioned, at a minimum, on Fidlar's performance of this Agreement and subject to the availability of funds. The County, if it desires to exercise its renewal option, will provide notice to Fidlar of its election to renew. This Agreement shall not automatically renew. The renewal term shall be considered separate and shall require exercise of the renewal option should the County choose to renew this Agreement. The County and Fidlar agree that termination shall be Fidlar's sole remedy if the County choose not to extend this Agreement for an additional one (1) year term.

2. **Scope of Services.** Subject to this Addendum, Fidlar will render Services to County as in Exhibit A.

3. **Consideration; Compensation; Taxes**. The parties acknowledge and agree that Services were

and will be supported by good and valuable consideration during the term of this Agreement, the sufficiency of which is acknowledged by the parties.

Fidlar will be compensated based on a fixed sum for the Services herein as set out in Exhibit A. 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 for sales and use taxes. The County agrees to provide exemption certificates upon request.

4. **Limit of Appropriation**. Fidlar clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Two Thousand, One Hundred Fifty and 00/100 dollars ($2,150.00), specifically allocated to fully discharge any and all liabilities County may incur. Fidlar does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Fidlar may become entitled to and the total maximum sum that County may become liable to pay to Fidlar shall not under any conditions, circumstances, or interpretations thereof exceed Two Thousand, One Hundred Fifty and 00/100 dollars ($2,150.00). In no event will the amount paid by the County for all Services under this Agreement exceed this Limit of Appropriation without an amendment executed by the parties.

5. **Public Information Act**. Fidlar expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. § 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Fidlar shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

6. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or

saving harmless Fidlar for any reason are hereby deleted. Fidlar shall indemnify and defend County against all losses, liabilities, claims, causes of action, and other expenses, including reasonable attorney's fees, arising from activities of Fidlar, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of Fidlar or any of Fidlar's agents, servants or employees.

7. **Applicable; Arbitration; Attorney Fees**. The laws of the State of Texas govern all disputes arising out of or relating to this Agreement, the parties hereto acknowledge that venue is proper in Williamson County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity. County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted. County does not agree to pay any and/or all attorney fees incurred by Fidlar in any way associated with the Agreement.

8. **Foreign Terrorist Organizations**. Fidlar 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.

9. **Modifications and Waivers**. The parties may not amend or waive this Agreement, except by a written agreement executed by both parties. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

10. **Human Trafficking.** By acceptance of this Contract, Fidlar acknowledges that Williamson County is opposed to human trafficking and that no County funds will be used in support of services or activities that violate human trafficking laws.

11. **Product Assurance.** Fidlar represents and warrants that its hardware, software and any related systems and/or services related to its software and/or hardware (collectively, the "Product") furnished by Fidlar to County will not infringe upon or violate any patent, copyright, trademark, trade secret, or any other proprietary right of any third party. Fidlar will, at its expense, defend any suit brought against County and will indemnify County against an award of damages and costs (including reasonable attorney fees, court costs and appeals), made against County by settlement or final judgment of a court that is based on a claim that the use of Fidlar's Product infringes an intellectual property right of a third party. Such defense and indemnity shall survive termination or expiration of the Agreement and Fidlar's liability for the above is not limited by any limitation of liability clauses that may appear in any document executed by the parties.

12. **Performance Warranty**. Fidlar warrants to County that Fidlar has the skill and knowledge

ordinarily possessed by well-informed members of its trade or profession practicing in the greater Austin metropolitan area and Fidlar will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.

Fidlar warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A.

13. **Conflict.** In the event there is a conflict between this Addendum and the Agreement, this Addendum controls to the extent of the conflict.

14. **Understanding, Fair Construction.** By execution of this Addendum, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Addendum. This Addendum, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the non-drafting party.

15. **Captions**. The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

16. **Electronic and Digital Signatures**. The parties to this Agreement agree that any electronic and/or digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.

17. **Assignment and Delegation**.

    a. Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

    b. Neither party may delegate any performance under this Agreement.

    c. Any purported assignment of rights or delegation of performance in violation of this Section is void.

    d. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County.

11. **Successor and Assigns.** County and Fidlar bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

18. **Compliance with Laws**. Fidlar 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 by County, Fidlar shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

19. **Confidential Information.**

a. Fidlar acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Fidlar or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Fidlar shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Fidlar) publicly known or is contained in a publicly available document; (b) is rightfully in Fidlar's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Fidlar who can be shown to have had no access to the Confidential Information.

b. Fidlar agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Fidlar uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Fidlar shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Fidlar shall advise County immediately in the event Fidlar learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Fidlar will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Fidlar against any such person. Fidlar agrees that, except as directed by County, Fidlar will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Fidlar will promptly turn over to County all documents, papers, and other matter in Fidlar's possession which embody Confidential Information.

c. Fidlar in providing all Services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

20. **Termination.**

a. Termination for Convenience. County may terminate this Agreement at any time upon thirty (30) days written notice.

b. Termination for Default. County may terminate the whole or any part of this Agreement for cause in the following circumstances:

    1. If Fidlar fails to timely perform Services pursuant to this Agreement or any extension thereof granted by the County in writing;

    2. If Fidlar materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

c. If, after termination, it is determined for any reason whatsoever that Fidlar was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with § 20(a) above.

d. Upon termination of this Agreement, County shall compensate Fidlar in accordance with §3, above for those Services which were provided under this Agreement prior to its termination, and which have not been previously invoiced to County. Fidlar's final invoice for said Services will be presented to and paid by County in the same manner set forth in §3 above.

e. If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Fidlar.

f. If County terminates this Agreement prior to the termination date, County shall not be subject to any early termination fee or other penalty.

g. Upon termination of this Agreement for any reason, if Fidlar has any property in its possession belonging to County, Fidlar will account for the same, and dispose of it in the manner the County directs.

21. **Independent Contractor**. In the performance of work or services hereunder, Fidlar shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Fidlar or, where permitted, of its subcontractors. Fidlar and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

22. **Severability**. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

23. **Notices**.

a. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

b. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County:	Williamson County Clerk Attn: County Clerk PO Box 647 Jarrell, Texas 76537-0647
With a copy to:	Williamson County Attn: County Judge 710 S. Main Street, Suite 101 Georgetown, Texas 78626
Contractor:	Fidlar Technologies, Inc. 350 Research Parkway Davenport, Iowa 52806

c. A Notice is effective only if the party giving or making the Notice has complied with subsections 23(a) and 23(b) and if the addressee has received the Notice. A Notice is deemed received as follows:

1. If the Notice is delivered in person, or sent by registered, or certified mail, or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

2. If the addressee rejects, or otherwise refuses to accept the Notice, or is the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

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

25. **Right to Audit**. Fidlar 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 Fidlar which are directly pertinent to the services to be performed under this Contract for the purposes

of making audits, examinations, excerpts, and transcriptions. Fidlar agrees that the County shall have access during normal working hours to all necessary Fidlar 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 Fidlar reasonable advance notice of intended audits.

26. **Media Releases.** Fidlar 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.

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

WILLIAMSON COUNTY:

Bill Gravell
Bill Gravell (Apr 25, 2023 15:09 CDT)
Authorized Signature

Judge Bill Gravell, Jr.,
County Judge

Date: Apr 25, 2023 ,2023

SERVICE PROVIDER:

Fidlar Technologies, Inc.
Name of Service Provider

Authorized Signature

Alex Riggen
Printed Name

Date: April 4th ,2023

EXHIBIT A

Property Fraud Alert Service Agreement

Williamson County, TX
County Clerk's Office

Property Fraud Alert Description:

Fidlar Technologies (Fidlar) Property Fraud Alert (PFA) service is designed to monitor, identify and notify individuals whose name has been indexed from a document recorded in the Williamson County Clerk's Office. Williamson County Clerk (Client) PFA allows subscribers the ability to have their personal/business name monitored within the CLIENT's office in order to track possible fraudulent activity. PFA allows for free subscriptions via the PFA website and is accessed by the potential subscriber. Subscribers will be notified only when the name they have submitted is used in any recording activities within the CLIENT's office. The alert notification methods provided as options to the subscriber (and selected at the time of subscription) are either email or phone.

The attached Addendum A is a listing of the unique features provided by PFA and must be accepted at the time of the signing of this agreement.

Property Fraud Alert Service Terms and Conditions:

CLIENT agrees to participate in the PFA Service by providing the index data required (at no cost to Fidlar) and permitting the use of this information in order to monitor and identify (via the PFA Service) individuals' identity only for the purpose of possible fraudulent activity. CLIENT understands that PFA is a service provided by Fidlar in order to offer individual alerts to all participating users. CLIENT will post index data via a data format mutually agreed upon by Fidlar and the CLIENT to a FTP site, at interval timings under full discretion of the CLIENT. The data once received by the FTP site will then be processed by the PFA system service which is running on a secured system server behind firewall technology. Fidlar reserves the right to make changes to the PFA service as deemed necessary.

Fidlar agrees NOT to retain subscriber's information beyond time period needed to perform PFA services unless required under another agreement.

Fidlar agrees that it may NOT use or share CLIENT's data in any other way other than the method outlined above for the PFA service, without the express written consent of the CLIENT.

Fidlar agrees to provide needed hardware, technology and software in order to perform needed search and notification to subscribers.

PFA Termination:

The license granted under this agreement, with regard to the Software, may be terminated by Fidlar for material failure of CLIENT to comply with terms and conditions of this Agreement. Within thirty (30) days after CLIENT has discontinued the use of the License program, or within ten (10) days after FIDLAR has terminated any license. The term of this agreement is three-year (3 year.) With no written communication from either side requesting cancellation, this agreement shall continue.

PFA Service Fees:

One-Time charge - PFA licensing, set-up and collateral: N/A - Renewal
Marketing Release Kit: Included (Qty. 2) PFA Banners, (Qty. 1,000) PFA Customized flyers, (Qty. 25) PFA Campaign Buttons. Fidlar will customize, print and ship. Press Release Template Kit One (1) DVD containing print-ready files of customized printed materials.
Annual Maintenance and Support:
2023 - $2,150.00 2024 - $2,344.00
2025 - $2,344.00 2026 - $2,344.00

Annual support includes the PFA services described herein and in Addendum A. Annual fee is subject to change based on mutually agreed upon changes/additions/deletions to the FPA service as described in the agreement. Changes/additions/ deletions are not guaranteed, but if considered, may result in a proposal for changes in the fee amount.

Addendum A

PFA Value Provided to the Williamson County Clerk's Office

• Automatic notification system: Registered constituents receive an email or personal phone call (from Fidlar} each time a document is recorded in their name. The county does not have to worry about cards to mail or address lists to maintain.
• Flexible sign-up processes: Constituents can sign up via the PFA website or for those not comfortable doing so online or for those who do not have access to a computer; sign-up is available by calling the dedicated PFA toll-free number staffed by Fidlar.
• Notifications are sent out upon the recording of any document. Deeds are not the only damaging document that can be fraudulently filed or recorded. Powers of Attorney, satisfactions, etc., can also lead to fraudulent activity. PFA notifies the subscriber any time any document is recorded in the name registered with Fidlar.
• PFA is an opt-in notification system. Once subscribed, the constituent does not have to check in on a website for notification status. Email notifications are sent within 24 hours of the document being made available to Fidlar or the next business day, should the 24-hour period fall upon a weekend or holiday. Phone notifications are attempted within 48 regular business hours of the document being made available to Fidlar. When calling a subscriber with an alert notification, Fidlar will attempt the call twice (in consecutive days} and leave voicemails. If a return call is not received, Fidlar will make a third attempt one week after the first call was made. If no return call is made after the third attempt, the call will be closed.
• A customized PFA website has been created for the Clerk's office. The Clerk's office will have the right to select up to five (5) graphics to be used on the customized homepage.
• PFA requires no changes to existing recording workflow.
• No training required for county employees.
• PFA provides for customization of the email notification verbiage.
• The custom PFA website for the Clerk's will be managed by Fidlar.
• PFA provides an online administration tool for use within the Clerk's office for the purpose of monitoring subscription levels. Also available via the administration tool is the ability to access the current list of subscribers contact information as well as a list of notification alerts that have been sent.
• The call-center that provides live follow-up to PFA subscribers is fully maintained and staffed by Fidlar. This call-center is staffed from 7:00am - 8:00pm CST and is housed at our corporate office in Davenport, IA. This call center will handle the following calls

- Incoming calls from constituents who wish to sign-up but are either hesitant to do so over the Internet or don't have a computer. Typically, this represents a more elderly demographic.
- Incoming calls from subscribers who have received alerts and have questions. Historically, our attendants are able to answer incoming questions to the subscriber's satisfaction. However, in the event that a question remains that goes beyond our capabilities, it will be forwarded to the county office.
- Outgoing calls providing alerts. Subscribers have the ability to receive alerts via email or phone. Those that opt to receive alerts via phone receive a call from one of our call center attendants. We will make three outgoing calls (and leave a personal message, if needed) to insure that we have ample opportunity to connect with the subscriber.

Agenda Item #20, CC 02.06.24 Approval of Renewal #1 for 2023177 Property Fraud with Fidlar Technology Inc (Kim)

Final Audit Report 2024-02-06

Created:	2024-02-06
By:	Kim Chappius (kim.chappius@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAyWJEyYWBib9sdqxgU_ZFXoXDfqHEIk08

"Agenda Item #20, CC 02.06.24 Approval of Renewal #1 for 2023177 Property Fraud with Fidlar Technology Inc (Kim)" History

Document created by Kim Chappius (kim.chappius@wilco.org)
2024-02-06 - 5:26:31 PM GMT- IP address: 173.219.39.210

Document emailed to Rebecca Pruitt (becky.pruitt@wilco.org) for signature
2024-02-06 - 5:27:10 PM GMT

Email viewed by Rebecca Pruitt (becky.pruitt@wilco.org)
2024-02-06 - 5:49:56 PM GMT- IP address: 66.76.4.65

Document signing delegated to Bill Gravell (bgravell@wilco.org) by Rebecca Pruitt (becky.pruitt@wilco.org)
2024-02-06 - 5:50:31 PM GMT- IP address: 66.76.4.65

Document emailed to Bill Gravell (bgravell@wilco.org) for signature
2024-02-06 - 5:50:31 PM GMT

Email viewed by Bill Gravell (bgravell@wilco.org)
2024-02-06 - 8:58:45 PM GMT- IP address: 66.76.4.65

Document e-signed by Bill Gravell (bgravell@wilco.org)
Signature Date: 2024-02-06 - 8:58:55 PM GMT - Time Source: server- IP address: 66.76.4.65

Agreement completed.
2024-02-06 - 8:58:55 PM GMT

Powered by Adobe Acrobat Sign

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

ADDENDUM TO FIDLAR TECHNOLOGIES, INC.'S AGREEMENT

THIS ADDENDUM ("Addendum") is entered into by and between Williamson County, ("County"), a body corporate and politic under the laws of the State of Texas, and Fidlar Technologies, Inc., ("Fidlar"), a company authorized to conduct business in the State of Texas (hereinafter each referred to as a "party" or collectively as the "parties").

WHEREAS, subject to the changes herein, the parties have executed and accepted Fidlar's Property Fraud Alert Service Agreement (the "Agreement"), attached hereto as Exhibit "A" and incorporated fully by reference, for the purchase of specified fraud alert services (the "Services"); and

WHEREAS, County desires that Fidlar provide Services as will be more specifically described in this Agreement; and

WHEREAS, the following changes are incorporated as if a part of the Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

1. **Term.** The term of the Agreement is effective as of the date of the last party's execution below and shall continue for a one (1) year term ("Initial Term"). At the end of the Initial Term, the parties, upon mutual agreement, shall have the option to renew this Agreement for three (3) additional one-year terms, with the terms and conditions remaining the same. The total period of the Agreement, including all terms, shall not exceed four (4) years.

   Exercise of the renewal option is at the County's sole discretion and shall be conditioned, at a minimum, on Fidlar's performance of this Agreement and subject to the availability of funds. The County, if it desires to exercise its renewal option, will provide notice to Fidlar of its election to renew. This Agreement shall not automatically renew. The renewal term shall be considered separate and shall require exercise of the renewal option should the County choose to renew this Agreement. The County and Fidlar agree that termination shall be Fidlar's sole remedy if the County choose not to extend this Agreement for an additional one (1) year term.

2. **Scope of Services.** Subject to this Addendum, Fidlar will render Services to County as in Exhibit A.

3. **Consideration; Compensation; Taxes**. The parties acknowledge and agree that Services were

and will be supported by good and valuable consideration during the term of this Agreement, the sufficiency of which is acknowledged by the parties.

Fidlar will be compensated based on a fixed sum for the Services herein as set out in Exhibit A. 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 for sales and use taxes. The County agrees to provide exemption certificates upon request.

4. **Limit of Appropriation**. Fidlar clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Two Thousand, One Hundred Fifty and 00/100 dollars ($2,150.00), specifically allocated to fully discharge any and all liabilities County may incur. Fidlar does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Fidlar may become entitled to and the total maximum sum that County may become liable to pay to Fidlar shall not under any conditions, circumstances, or interpretations thereof exceed Two Thousand, One Hundred Fifty and 00/100 dollars ($2,150.00). In no event will the amount paid by the County for all Services under this Agreement exceed this Limit of Appropriation without an amendment executed by the parties.

5. **Public Information Act**. Fidlar expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. § 552.001 *et seq.,* as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Fidlar shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

6. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or

saving harmless Fidlar for any reason are hereby deleted. Fidlar shall indemnify and defend County against all losses, liabilities, claims, causes of action, and other expenses, including reasonable attorney's fees, arising from activities of Fidlar, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of Fidlar or any of Fidlar's agents, servants or employees.

7. **Applicable; Arbitration; Attorney Fees**. The laws of the State of Texas govern all disputes arising out of or relating to this Agreement, the parties hereto acknowledge that venue is proper in Williamson County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity. County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted. County does not agree to pay any and/or all attorney fees incurred by Fidlar in any way associated with the Agreement.

8. **Foreign Terrorist Organizations**. Fidlar 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.

9. **Modifications and Waivers**. The parties may not amend or waive this Agreement, except by a written agreement executed by both parties. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

10. **Human Trafficking.** By acceptance of this Contract, Fidlar acknowledges that Williamson County is opposed to human trafficking and that no County funds will be used in support of services or activities that violate human trafficking laws.

11. **Product Assurance.** Fidlar represents and warrants that its hardware, software and any related systems and/or services related to its software and/or hardware (collectively, the "Product") furnished by Fidlar to County will not infringe upon or violate any patent, copyright, trademark, trade secret, or any other proprietary right of any third party. Fidlar will, at its expense, defend any suit brought against County and will indemnify County against an award of damages and costs (including reasonable attorney fees, court costs and appeals), made against County by settlement or final judgment of a court that is based on a claim that the use of Fidlar's Product infringes an intellectual property right of a third party. Such defense and indemnity shall survive termination or expiration of the Agreement and Fidlar's liability for the above is not limited by any limitation of liability clauses that may appear in any document executed by the parties.

12. **Performance Warranty**. Fidlar warrants to County that Fidlar has the skill and knowledge

ordinarily possessed by well-informed members of its trade or profession practicing in the greater Austin metropolitan area and Fidlar will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.

Fidlar warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A.

13. **Conflict.** In the event there is a conflict between this Addendum and the Agreement, this Addendum controls to the extent of the conflict.

14. **Understanding, Fair Construction.** By execution of this Addendum, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Addendum. This Addendum, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the non-drafting party.

15. **Captions**. The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

16. **Electronic and Digital Signatures**. The parties to this Agreement agree that any electronic and/or digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.

17. **Assignment and Delegation**.

    a. Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

    b. Neither party may delegate any performance under this Agreement.

    c. Any purported assignment of rights or delegation of performance in violation of this Section is void.

    d. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County.

11. **Successor and Assigns.** County and Fidlar bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

18. **Compliance with Laws**. Fidlar 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 by County, Fidlar shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

19. **Confidential Information**.

a. Fidlar acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Fidlar or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Fidlar shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Fidlar) publicly known or is contained in a publicly available document; (b) is rightfully in Fidlar's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Fidlar who can be shown to have had no access to the Confidential Information.

b. Fidlar agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Fidlar uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Fidlar shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Fidlar shall advise County immediately in the event Fidlar learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Fidlar will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Fidlar against any such person. Fidlar agrees that, except as directed by County, Fidlar will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Fidlar will promptly turn over to County all documents, papers, and other matter in Fidlar's possession which embody Confidential Information.

c. Fidlar in providing all Services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

20. **Termination**.

a. Termination for Convenience. County may terminate this Agreement at any time upon thirty (30) days written notice.

b. Termination for Default. County may terminate the whole or any part of this Agreement for cause in the following circumstances:

    1. If Fidlar fails to timely perform Services pursuant to this Agreement or any extension thereof granted by the County in writing;

    2. If Fidlar materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

c. If, after termination, it is determined for any reason whatsoever that Fidlar was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with § 20(a) above.

d. Upon termination of this Agreement, County shall compensate Fidlar in accordance with §3, above for those Services which were provided under this Agreement prior to its termination, and which have not been previously invoiced to County. Fidlar's final invoice for said Services will be presented to and paid by County in the same manner set forth in §3 above.

e. If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Fidlar.

f. If County terminates this Agreement prior to the termination date, County shall not be subject to any early termination fee or other penalty.

g. Upon termination of this Agreement for any reason, if Fidlar has any property in its possession belonging to County, Fidlar will account for the same, and dispose of it in the manner the County directs.

21. **Independent Contractor**. In the performance of work or services hereunder, Fidlar shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Fidlar or, where permitted, of its subcontractors. Fidlar and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

22. **Severability**. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

23. **Notices**.

a. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

b. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County:	Williamson County Clerk Attn: County Clerk PO Box 647 Jarrell, Texas 76537-0647
With a copy to:	Williamson County Attn: County Judge 710 S. Main Street, Suite 101 Georgetown, Texas 78626
Contractor:	Fidlar Technologies, Inc. 350 Research Parkway Davenport, Iowa 52806

c. A Notice is effective only if the party giving or making the Notice has complied with subsections 23(a) and 23(b) and if the addressee has received the Notice. A Notice is deemed received as follows:

1. If the Notice is delivered in person, or sent by registered, or certified mail, or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

2. If the addressee rejects, or otherwise refuses to accept the Notice, or is the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

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

25. **Right to Audit**. Fidlar 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 Fidlar which are directly pertinent to the services to be performed under this Contract for the purposes

of making audits, examinations, excerpts, and transcriptions. Fidlar agrees that the County shall have access during normal working hours to all necessary Fidlar 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 Fidlar reasonable advance notice of intended audits.

26. **Media Releases.** Fidlar 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.

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

WILLIAMSON COUNTY:

Bill Gravell
Bill Gravell (Apr 25, 2023 15:09 CDT)
Authorized Signature

Judge Bill Gravell, Jr.,
County Judge

Date: Apr 25, 2023 ,2023

SERVICE PROVIDER:

Fidlar Technologies, Inc.
Name of Service Provider

Authorized Signature

Alex Riggen
Printed Name

Date: April 4th ,2023

EXHIBIT A

Property Fraud Alert Service Agreement

Williamson County, TX
County Clerk's Office

Property Fraud Alert Description:

Fidlar Technologies (Fidlar) Property Fraud Alert (PFA) service is designed to monitor, identify and notify individuals whose name has been indexed from a document recorded in the Williamson County Clerk's Office. Williamson County Clerk (Client) PFA allows subscribers the ability to have their personal/business name monitored within the CLIENT's office in order to track possible fraudulent activity. PFA allows for free subscriptions via the PFA website and is accessed by the potential subscriber. Subscribers will be notified only when the name they have submitted is used in any recording activities within the CLIENT's office. The alert notification methods provided as options to the subscriber (and selected at the time of subscription) are either email or phone.

The attached Addendum A is a listing of the unique features provided by PFA and must be accepted at the time of the signing of this agreement.

Property Fraud Alert Service Terms and Conditions:

CLIENT agrees to participate in the PFA Service by providing the index data required (at no cost to Fidlar) and permitting the use of this information in order to monitor and identify (via the PFA Service) individuals' identity only for the purpose of possible fraudulent activity. CLIENT understands that PFA is a service provided by Fidlar in order to offer individual alerts to all participating users. CLIENT will post index data via a data format mutually agreed upon by Fidlar and the CLIENT to a FTP site, at interval timings under full discretion of the CLIENT. The data once received by the FTP site will then be processed by the PFA system service which is running on a secured system server behind firewall technology. Fidlar reserves the right to make changes to the PFA service as deemed necessary.

Fidlar agrees NOT to retain subscriber's information beyond time period needed to perform PFA services unless required under another agreement.

Fidlar agrees that it may NOT use or share CLIENT's data in any other way other than the method outlined above for the PFA service, without the express written consent of the CLIENT.

Fidlar agrees to provide needed hardware, technology and software in order to perform needed search and notification to subscribers.

PFA Termination:

The license granted under this agreement, with regard to the Software, may be terminated by Fidlar for material failure of CLIENT to comply with terms and conditions of this Agreement. Within thirty (30) days after CLIENT has discontinued the use of the License program, or within ten (10) days after FIDLAR has terminated any license. The term of this agreement is three-year (3 year.) With no written communication from either side requesting cancellation, this agreement shall continue.

PFA Service Fees:

One-Time charge - PFA licensing, set-up and collateral: N/A - Renewal
Marketing Release Kit: Included (Qty. 2) PFA Banners, (Qty. 1,000) PFA Customized flyers, (Qty. 25) PFA Campaign Buttons. Fidlar will customize, print and ship. Press Release Template Kit One (1) DVD containing print-ready files of customized printed materials.
Annual Maintenance and Support:
2023 - $2,150.00 2024 - $2,344.00
2025 - $2,344.00 2026 - $2,344.00

Annual support includes the PFA services described herein and in Addendum A. Annual fee is subject to change based on mutually agreed upon changes/additions/deletions to the FPA service as described in the agreement. Changes/additions/deletions are not guaranteed, but if considered, may result in a proposal for changes in the fee amount.

Addendum A

PFA Value Provided to the Williamson County Clerk's Office

• Automatic notification system: Registered constituents receive an email or personal phone call (from Fidlar} each time a document is recorded in their name. The county does not have to worry about cards to mail or address lists to maintain.
• Flexible sign-up processes: Constituents can sign up via the PFA website or for those not comfortable doing so online or for those who do not have access to a computer; sign-up is available by calling the dedicated PFA toll-free number staffed by Fidlar.
• Notifications are sent out upon the recording of any document. Deeds are not the only damaging document that can be fraudulently filed or recorded. Powers of Attorney, satisfactions, etc., can also lead to fraudulent activity. PFA notifies the subscriber any time any document is recorded in the name registered with Fidlar.
• PFA is an opt-in notification system. Once subscribed, the constituent does not have to check in on a website for notification status. Email notifications are sent within 24 hours of the document being made available to Fidlar or the next business day, should the 24-hour period fall upon a weekend or holiday. Phone notifications are attempted within 48 regular business hours of the document being made available to Fidlar. When calling a subscriber with an alert notification, Fidlar will attempt the call twice (in consecutive days} and leave voicemails. If a return call is not received, Fidlar will make a third attempt one week after the first call was made. If no return call is made after the third attempt, the call will be closed.
• A customized PFA website has been created for the Clerk's office. The Clerk's office will have the right to select up to five (5) graphics to be used on the customized homepage.
• PFA requires no changes to existing recording workflow.
• No training required for county employees.
• PFA provides for customization of the email notification verbiage.
• The custom PFA website for the Clerk's will be managed by Fidlar.
• PFA provides an online administration tool for use within the Clerk's office for the purpose of monitoring subscription levels. Also available via the administration tool is the ability to access the current list of subscribers contact information as well as a list of notification alerts that have been sent.
• The call-center that provides live follow-up to PFA subscribers is fully maintained and staffed by Fidlar. This call-center is staffed from 7:00am - 8:00pm CST and is housed at our corporate office in Davenport, IA. This call center will handle the following calls

- Incoming calls from constituents who wish to sign-up but are either hesitant to do so over the Internet or don't have a computer. Typically, this represents a more elderly demographic.
- Incoming calls from subscribers who have received alerts and have questions. Historically, our attendants are able to answer incoming questions to the subscriber's satisfaction. However, in the event that a question remains that goes beyond our capabilities, it will be forwarded to the county office.
- Outgoing calls providing alerts. Subscribers have the ability to receive alerts via email or phone. Those that opt to receive alerts via phone receive a call from one of our call center attendants. We will make three outgoing calls (and leave a personal message, if needed) to insure that we have ample opportunity to connect with the subscriber.

Agenda Item #19, CC 4.25.23 Approval of 2023177 Property Fraud Alert Fidlar Technologies, Inc - County Clerk (Stephanie)

Final Audit Report 2023-04-25

Created:	2023-04-25
By:	Kim Chappius (kim.chappius@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzJEU7MMqLtPJcZY5mmMkIACgXofSv530

"Agenda Item #19, CC 4.25.23 Approval of 2023177 Property Fraud Alert Fidlar Technologies, Inc - County Clerk (Stephanie)" History

Document created by Kim Chappius (kim.chappius@wilco.org)
2023-04-25 - 1:12:04 PM GMT- IP address: 66.76.4.65

Document emailed to Rebecca Pruitt (becky.pruitt@wilco.org) for signature
2023-04-25 - 1:16:10 PM GMT

Email viewed by Rebecca Pruitt (becky.pruitt@wilco.org)
2023-04-25 - 6:25:15 PM GMT- IP address: 66.76.4.65

Document signing delegated to Bill Gravell (bgravell@wilco.org) by Rebecca Pruitt (becky.pruitt@wilco.org)
2023-04-25 - 6:25:47 PM GMT- IP address: 66.76.4.65

Document emailed to Bill Gravell (bgravell@wilco.org) for signature
2023-04-25 - 6:25:47 PM GMT

Email viewed by Bill Gravell (bgravell@wilco.org)
2023-04-25 - 8:09:35 PM GMT- IP address: 66.76.4.65

Document e-signed by Bill Gravell (bgravell@wilco.org)
Signature Date: 2023-04-25 - 8:09:49 PM GMT - Time Source: server- IP address: 66.76.4.65

Agreement completed.
2023-04-25 - 8:09:49 PM GMT

Powered by Adobe Acrobat Sign

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1283692

Date Filed:
03/19/2025

Date Acknowledged:
03/20/2025

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

Fidlar Technologies
Davenport, IA United States

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

Williamson County

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

2023177
Renewal of Property Fraud Alert Service. Web Based alert service for Notification of Land Record Filings.

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:
2025-1283692

Date Filed:
03/19/2025

Date Acknowledged:

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

Fidlar Technologies
Davenport, IA United States

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

Williamson County

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

2023177
Renewal of Property Fraud Alert Service. Web Based alert service for Notification of Land Record Filings.

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

[redacted]

6 [redacted]

[redacted] and my date of birth is 07/09/1975.

[redacted], IA, 52722, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Scott County, State of Iowa, on the 19th day of March (month), 2025 (year).

Mark E Hutton

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **34.**

Meeting Date: 04/01/2025

2019 Road Bond 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 approving a 2019 Road Bond transfer to move $370,000 from P366 (CR 332 Realignment) to P307 (C Bud Stockton Loop Ext).

Background

Please see the attached memo for further information.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2019 Road Bond Memo

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/26/2025 07:12 PM
Form Started By: Karen Knightstep		Started On: 03/25/2025 08:41 AM
Final Approval Date: 03/26/2025		

HNTB Corporation
Engineers Architects Planners

101 E Old Settlers Blvd
Suite 225
Round Rock, TX 78664

Telephone (512) 744-9082
www.hntb.com

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

March 24, 2025

Re: 2019 Road Bond Budget Adjustment

Dear Ms. Knightstep,

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

- Move $370,000.00 from P366 CR 332 Realignment to P307 Bud Stockton Extension

If you have any questions, please let me know.

Thank you.

Christen Eschberger

Christen Eschberger, P.E.

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

Commissioners Court - Regular Session **35.**

Meeting Date: 04/01/2025

LRTP 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 approving two Long-Range Transportation Plan (LRTP) transfers. The first is to close P584 (Corridor J Segment 1) and move the remaining funds of $385,156.23 to P586 (Corridor J Segment 3). The second is to close P585 (Corridor J Segment 2) and move the remaining funds of $97,750.82 to P586 (Corridor J Segment 3).

Background

Please see the highlighted section of the attached memo for further information.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

LTRP Transfer Memo

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/26/2025 03:46 PM
Form Started By: Karen Knightstep		Started On: 03/25/2025 09:47 AM
Final Approval Date: 03/26/2025		

HNTB Corporation
Engineers Architects Planners

101 E Old Settlers Blvd
Suite 225
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Telephone (512) 744-9082
www.hntb.com

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

March 24, 2025

Re: FY 2025 Transportation Corridor Budget Adjustment & Allocation

Dear Ms. Knightstep,

Please make the following budget adjustments for the Long-Range Transportation Plan (LRTP) Corridor Program projects:

- Close P584 Corridor J Segment 1 and move the remainder (approximately $385,156.23) into P586 Corridor J Segment 3
- Close P585 Corridor J Segment 2 and move the remainder (approximately $
- 97,750.82) into P586 Corridor J Segment 3

Please make the following budget allocations from LRTP $7,000,000.00 FY25 allocation:

- Move $65,000.00 to P586 Corridor J3
- Move $120,000.00 P600 Chandler Corridor Segment 2
- Move the remainder into P457 LTP ROW

Please move the Road & Bridge $5,000,000.00 FY25 allocation into P457 LTP ROW.

If you have any questions, please let me know.

Thank you.

Christen Eschberger

Christen Eschberger, P.E.

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

Commissioners Court - Regular Session **36.**

Meeting Date: 04/01/2025

LRTP Budget Allocation

Submitted By: Karen Knightstep, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the following budget allocations from the Long-Range Transportation Plan (LRTP) totaling $7,000,000:

- Move $65,000 to P586 (Corridor J Segment 3).
- Move $120,000 to P600 (Chandler Corridor Segment 2).
- Move $6,815,000 to P457 (LTP ROW).

Background

Please see the highlighted section of the attached memo for further information.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

LRTP Budget Allocation Memo

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/26/2025 07:24 PM
Form Started By: Karen Knightstep		Started On: 03/25/2025 10:01 AM
Final Approval Date: 03/26/2025		

HNTB Corporation
Engineers Architects Planners

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www.hntb.com

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

March 24, 2025

Re: FY 2025 Transportation Corridor Budget Adjustment & Allocation

Dear Ms. Knightstep,

Please make the following budget adjustments for the Long-Range Transportation Plan (LRTP) Corridor Program projects:

- Close P584 Corridor J Segment 1 and move the remainder (approximately $385,156.23) into P586 Corridor J Segment 3
- Close P585 Corridor J Segment 2 and move the remainder (approximately $
- 97,750.82) into P586 Corridor J Segment 3

Please make the following budget allocations from LRTP $7,000,000.00 FY25 allocation:

- Move $65,000.00 to P586 Corridor J3
- Move $120,000.00 P600 Chandler Corridor Segment 2
- Move the remainder into P457 LTP ROW

Please move the Road & Bridge $5,000,000.00 FY25 allocation into P457 LTP ROW.

If you have any questions, please let me know.

Thank you.

Christen Eschberger

Christen Eschberger, P.E.

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

Commissioners Court - Regular Session **37.**

Meeting Date: 04/01/2025

Road and Bridge Budget Allocation

Submitted By: Karen Knightstep, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving a Road & Bridge budget allocation of $5,000,000 to P457 (LTP ROW).

Background

Please see the highlighted section of the attached memo for further information.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

RB Budget Allocation Memo

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/26/2025 03:41 PM
Form Started By: Karen Knightstep		Started On: 03/25/2025 10:37 AM
Final Approval Date: 03/26/2025		

HNTB Corporation
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Suite 225
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Telephone (512) 744-9082
www.hntb.com

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

March 24, 2025

Re: FY 2025 Transportation Corridor Budget Adjustment & Allocation

Dear Ms. Knightstep,

Please make the following budget adjustments for the Long-Range Transportation Plan (LRTP) Corridor Program projects:

- Close P584 Corridor J Segment 1 and move the remainder (approximately $385,156.23) into P586 Corridor J Segment 3
- Close P585 Corridor J Segment 2 and move the remainder (approximately $
- 97,750.82) into P586 Corridor J Segment 3

Please make the following budget allocations from LRTP $7,000,000.00 FY25 allocation:

- Move $65,000.00 to P586 Corridor J3
- Move $120,000.00 P600 Chandler Corridor Segment 2
- Move the remainder into P457 LTP ROW

Please move the Road & Bridge $5,000,000.00 FY25 allocation into P457 LTP ROW.

If you have any questions, please let me know.

Thank you.

Christen Eschberger

Christen Eschberger, P.E.

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

Commissioners Court - Regular Session **38.**

Meeting Date: 04/01/2025

2025 CIP 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 approving two 2025 CIP transfers. The first is to move $200,000 from P717 (Jail North Roof Replacement) to P540 (Jail Magistrate, Elevator, Chiller). The second is to move $550,000 from P717 (Jail North Roof Replacement) to P611 (Jester Annex HVAC).

Background

These transfers are necessary to cover additional expenditures for P540 (Jail Magistrate, Elevator, Chiller) and P611 (Jester Annex HVAC).

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/26/2025 03:40 PM
Form Started By: Karen Knightstep		Started On: 03/25/2025 11:10 AM
Final Approval Date: 03/26/2025		

Commissioners Court - Regular Session **39.**

Meeting Date: 04/01/2025

Approval of Services and Purchase Contract #2025177 for full service commercial fabrication and welding services on mild steel, stainless, aluminum, brass and copper equipment with TORCH Industrial Services, LLC for Facilities Management

Submitted For: Joy Simonton **Submitted By:** Michelle McKinney, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Services and Purchase Contract #2025177 for full-service commercial fabrication and welding services on mild steel, stainless, aluminum, brass and copper equipment with TORCH Industrial Services, LLC for Facilities Management in the amount of $1,000.00 and authorize the execution of this agreement.

Background

This Services and Purchase Contract #2025177 is attached between Williamson County and TORCH Industrial Services, LLC for full-service commercial fabrication and welding services on mild steel, stainless, aluminum, brass and copper equipment for the Williamson County Sheriff's Office at 508 S Rock St., Georgetown, TX 78626 in the amount of $1,000.00 Funding Source is 01.0100.0509.004510, Origination ID #2318 and the Point of Contact is Shantil Moore.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Services and Purchase Contract

Form 1295 - TORCH Industrial Services LLC Complete

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/26/2025 11:44 AM
County Judge Exec Asst.	Andrea Schiele	03/26/2025 04:45 PM
Form Started By: Michelle McKinney		Started On: 03/18/2025 01:50 PM
Final Approval Date: 03/26/2025		

WILLIAMSON COUNTY
SERVICES AND PURCHASE CONTRACT
TORCH Industrial Services, LLC
[redacted]

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 **TORCH Industrial Services, 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 stated in [redacted] being marked as **Exhibit "A,"** which is incorporated herein to the extent the Quote meets or exceeds the requirements of County's solicitation, if applicable.

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

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

II.

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

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

III.

Effective Date and Term: This Contract shall be in full force and effect as of **the date of the last party's execution below** and shall continue until the Project Completion Date or when terminated pursuant to this Contract, whichever event occurs first. The Project Completion Date is defined as the date by which all services and obligations outlined in Exhibit "A" shall be fully performed and delivered to the satisfaction of the County. The parties acknowledge and agree that the Project Completion Date is initially set to be on or before September 30, 2025. This date may be amended at the sole discretion of the County. Upon successful completion of the services as described in Exhibit "A", this contract shall automatically terminate without further obligation from either party, except as otherwise expressly provided herein.

IV.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum for the specific project herein as set out in **Exhibit "A"**. The not-to-exceed amount under this Contract is One Thousand Dollars ($1,000.00).

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

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

rendered.

V.

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

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

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

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

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

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

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

Upon execution of this Contract, Service Provider shall provide the County with

insurance certificates evidencing compliance with the insurance requirements of this Contract.

VI.

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

VII.

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

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

VIII.

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

IX.

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

X.

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

XI.

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

XII.

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

XIII.

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

XIV.

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

XV.

No Assignment: Service Provider may not assign this Contract.

XVI.

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

XVII.

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

XVIII.

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

XIX.

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

XX.

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

XXI.

Authorized Expenses: In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Contract, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Vendor Reimbursement Policy can be found at: WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf (wilco.org). Invoices

requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

XXII.

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

A. As described in the attached [redacted] and being marked **Exhibit "A,"**; 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

_____
Printed Name

Date: _____,20___

TORCH Industrial Services, LLC:

_____
Authorized Signature

TONY BONKOWSKI
Printed Name

Date: MARCH 14, 2025

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Mar 17 2025 Time: 11:10 am

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Mar 14 2025 Time: 2:34 pm

EXHIBIT "A"

[redacted]

TORCH Industrial Services, LLC
1101 County Road 427
Thrall, TX 76578
+15128265875
tbonkowski@torchindustrialservices.com

Estimate

ADDRESS
Joe Piefer
Williamson County Facilities
3101 SE Inner Loop
Georgetown, TX 78626

SHIP TO
Joe Piefer
Williamson County Facilities
508 S. Rock St.
Georgetown, TX 78626

[redacted]
DATE 03/11/2025

SHIP VIA	PURCHASE ORDER	PMT METHOD
TORCH	Pending Joe Piefer	Check

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Sales Kitchen Sink Repair Repair split in stainless sink basin where it meets backsplash. Inspect for any other damage and repair as needed. Welder: TBD Budgetary estimate for one welder on site for up to 8 man hours. Final invoice will reflect actual time required for repair.	1	1,000.00	1,000.00T

SUBTOTAL	1,000.00
TAX	0.00
TOTAL	**$1,000.00**

Accepted By

Accepted 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:
2025-1281680

Date Filed:
03/14/2025

Date Acknowledged:

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

TORCH Industrial Services, LLC
Thrall, TX United States

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

Williamson County Facilities

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

2025.03.14
Commercial fabrication and welding services

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

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

6 UNSWORN DECLARATION

My name is TONY BONKOWSKI, and my date of birth is [redacted]

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

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

Executed in WILLIAMSON County, State of TX, on the 14 day of MARCH (month), 20 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:
2025-1281680

Date Filed:
03/14/2025

Date Acknowledged:
03/18/2025

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

TORCH Industrial Services, LLC
Thrall, TX United States

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

Williamson County Facilities

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

2025.03.14
Commercial fabrication and welding services

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

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

6 UNSWORN DECLARATION

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

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

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

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

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

Commissioners Court - Regular Session **40.**

Meeting Date: 04/01/2025

Wilco HQ (P577) Waterline Easement

Submitted For: Dale Butler **Submitted By:** Gretchen Glenn, Facilities Managemen

Department: Facilities Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Utility Easement between Williamson County and City of Georgetown for water service in relation to Wilco HQ (P577).

Background

The easement is to allow water service connection to be provided and in compliance with the Certificate of Convenience and Necessity No. 12369, under the Public Utility Commission of Texas.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Waterline Easement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/27/2025 09:32 AM
Form Started By: Gretchen Glenn		Started On: 03/27/2025 09:16 AM
Final Approval Date: 03/27/2025		

WATER LINE EASEMENT

STATE OF TEXAS §
§ **KNOW ALL BY THESE PRESENTS:**
COUNTY OF WILLIAMSON §

This Water Line Easement Agreement (this "Agreement") is made on the _____ day of _____, 20___, at Georgetown, Texas, between Williamson County, Texas, whose address is 3101 S.E Inner Loop, Georgetown, Williamson County, Texas 78626 (hereinafter referred to as "Grantor"), and the City of Georgetown, a Texas home-rule municipal corporation, whose address is P.O. Box 409 Georgetown, Texas 78627, ATTN: Georgetown City Secretary (herein referred to as "Grantee").

1. For the good and valuable consideration described in Paragraph 2 below, Grantor hereby GRANTS, SELLS and CONVEYS to Grantee, its successors and assigns, an EXCLUSIVE easement and right-of-way (the "Easement") for the placement, construction, operation, repair, maintenance, replacement, upgrade, rebuilding, relocation and/or removal of a water line and related facilities (collectively, the "Facilities") on, over, under, and across the following described property of the Grantor, to wit:

   > Being all that certain tract, piece or parcel of land lying and being situated in the County of Williamson, State of Texas, being more particularly described by metes and bounds in **Exhibit A** and by diagram in **Exhibit B** attached hereto and made a part hereof for all purposes (the "Easement Area").

2. The Easement and the rights and privileges herein conveyed, are granted for and in consideration of the sum of One and No/100 Dollars ($1.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged and confessed.

3. The Easement, with its rights and privileges, shall be used only for the purpose of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, upgrading, relocating, and/or removing the Facilities. The Easement additionally includes the following rights: (1) the right to change the size of the Facilities; (2) the right to relocate the Facilities within the Easement Area; and (3) the right to remove from the Easement Area all trees and parts thereof, or other obstructions, which endanger or may interfere with the efficiency and maintenance of the Facilities.

4. The duration of the Easement is perpetual.

5. Grantor and Grantor's heirs, personal representatives, successors, and assigns are and shall be bound to WARRANT and FOREVER DEFEND the Easement and the rights conveyed in this Agreement to Grantee and Grantee's successors and assigns, against every person lawfully claiming or to claim all or any part thereof.

6. The Easement, and the rights and privileges granted by this Agreement, are EXCLUSIVE to Grantee, and Grantee's successors and assigns, and Grantor covenants that Grantor shall not convey any other easement, license, or conflicting right to use in any manner, the area (or any portion thereof) covered by this grant.

7. This Agreement contains the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by all parties.

8. The terms of this Agreement shall be binding upon Grantor, and Grantor's heirs, personal representatives, successors, and assigns; shall bind and inure to the benefit of the Grantee and any successors or assigns of Grantee; and shall be deemed to be a covenant running with the land.

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed on the dates set forth herein.

GRANTOR:

Williamson County, Texas

By: _____
Name: _____
Title: County Judge / Presiding Officer

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ___ day of _____, 20___, by _____, County Judge / Presiding Officer of Williamson County, Texas, on behalf of said County.

_____
Notary Public, State of Texas

GRANTEE:

City of Georgetown,
a Texas home-rule municipal corporation

By: _____
David Morgan, City Manager

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ___ day of _____, 20___, by David Morgan, City Manager of the City of Georgetown, a Texas home-rule municipal corporation, on behalf of said corporation.

_____
Notary Public, State of Texas

APPROVED AS TO FORM:

_____
Andrew Culpepper, Assistant City Attorney

AFTER RECORDING, RETURN TO GRANTEE:
City of Georgetown
Attn: Real Estate Services
P.O. Box 409
Georgetown, Texas 78627

EXHIBIT "A"

310 SQUARE FEET (±0.007-ACRE) WATER LINE EASEMENT
OUT OF THE WILLIAM ADDISON SURVEY, ABSTRACT NO. 21
CITY OF GEORGETOWN, WILLIAMSON COUNTY, TEXAS

EASEMENT DESCRIPTION

FIELD NOTES TO THAT CERTAIN **0.007 OF AN ACRE (±310 SQUARE FEET)** TRACT SITUATED IN THE WILLIAM ADDISON SURVEY, ABSTRACT NO. 21, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE TRACT DESCRIBED AS 179.2993 ACRES IN A WARRANTY DEED TO WILLIAMSON COUNTY, RECORDED UNDER INSTRUMENT NUMBER 1999075478, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; THE SUBJECT TRACT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A REBAR WITH A 1.5" ALUMINUM CAP STAMPED "COG ROW" FOUND IN THE INTERIOR OF SAID 179.2993 ACRE TRACT AND IN THE SOUTHWEST RIGHT-OF-WAY LINE OF SOUTHWESTERN BOULEVARD (ALSO KNOWN AS COUNTY ROAD 110, PARTIALLY DEDICATED BY INSTRUMENT NUMBERS 2011018248 AND 2024001363 OF SAID OFFICIAL PUBLIC RECORDS), AT THE SOUTH CORNER OF THAT TRACT DESCRIBED AS 3.233 ACRES IN A WARRANTY DEED TO CITY OF GEORGETOWN, TEXAS, RECORDED UNDER INSTRUMENT NUMBER 2024001363 OF SAID OFFICIAL PUBLIC RECORDS; **THENCE NORTH 50° 20' 59" WEST**, **429.83 FEET** WITH THE SOUTHWEST RIGHT-OF-WAY LINE OF SAID SOUTHWESTERN BOULEVARD AND THE SOUTHWEST LINE OF SAID 3.233 ACRE TRACT TO A 5/8" REBAR FOUND; **THENCE NORTH 49° 40' 33" WEST**, **18.88 FEET** CONTINUING WITH THE SOUTHWEST RIGHT-OF-WAY LINE OF SAID SOUTHWESTERN BOULEVARD AND THE SOUTHWEST LINE OF SAID 3.233 ACRE TRACT TO THE **POINT OF BEGINNING**;

THENCE THROUGH THE INTERIOR OF SAID 179.2993 ACRE TRACT, THE FOLLOWING CALLS:

1. **SOUTH 39° 56' 40" WEST, 10.94 FEET**,
2. **NORTH 50° 21' 57" WEST, 27.87 FEET**,
3. **NORTH 39° 56' 40" EAST, 11.27 FEET** TO THE SOUTHWEST RIGHT-OF-WAY LINE OF SAID SOUTHWESTERN BOULEVARD AND THE SOUTHWEST LINE OF SAID 3.233 ACRE TRACT, FROM WHICH A 5/8" CAPPED REBAR STAMPED "A.C.S." FOUND BEARS NORTH 49° 40' 33" WEST, 553.33 FEET;

THENCE **SOUTH 49° 40' 33" EAST, 27.87 FEET** TO THE **POINT OF BEGINNING**, ENCLOSING **0.007 OF AN ACRE (±310 SQUARE FEET)** OF LAND.

MICHAEL JACK NEEDHAM
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5183
JNEEDHAM@LANGAN.COM
MARCH 5, 2025

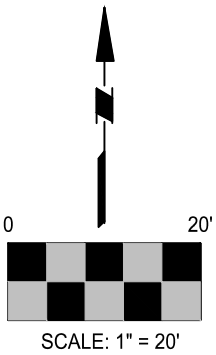
LANGAN
Langan Engineering and Environmental Services, LLC
9606 N. Mopac Expressway, Suite 110
Austin, TX 78759
T: 737.289.7800 F: 737.289.7801 www.langan.com
TBPELS Firm No. 10194888

Project	WILLIAMSON COUNTY HQ SITUATED IN WILLIAM ADDISON SURVEY, ABSTRACT NO. 21 CITY OF GEORGETOWN WILLIAMSON COUNTY TEXAS
Drawing Title	EXHIBIT SHOWING 310 SQUARE FEET
Project No.	2022.071.002
Date	2025/03/05
Drawn By	R. GONZALES
Checked By	Z. MOORE
Drawing No.	01
Sheet	1 of 2

© 2025 Langan

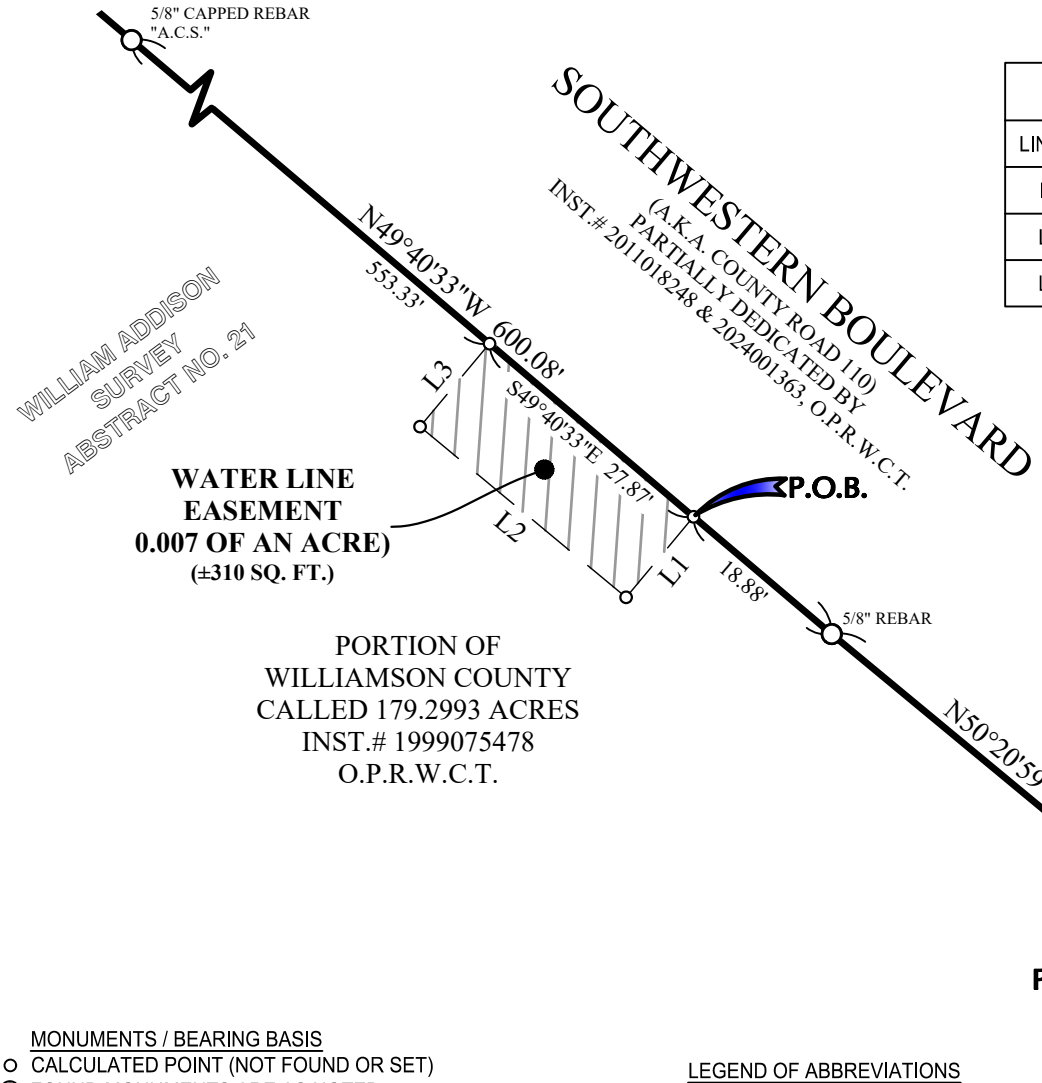
Filename: \\langan.com\data\AUS\other\JNeedham\Projects\1855 SE Inner Loop GT 2022.071.002\2022.071.002 1855 SE Inner Loop, Georgetown, Wilco., TX-EASEMENT.dwg

EXHIBIT " B "



SKETCH TO ACCOMPANY BOUNDARY DESCRIPTION

LEGEND OF LINE TYPES
- PROPERTY LINE (SUBJECT TRACT)
- PROPERTY LINE (ADJOINING TRACT)
- EASEMENT LINE (HEREIN DESCRIBED)



LINE DATA TABLE		
LINE #	BEARING	DISTANCE
L1	S39°56'40"W	10.94'
L2	N50°21'57"W	27.87'
L3	N39°56'40"E	11.27'

MONUMENTS / BEARING BASIS
- ○ CALCULATED POINT (NOT FOUND OR SET)
- ◎ FOUND MONUMENTS ARE AS NOTED

THE BEARINGS SHOWN HEREON ARE TEXAS STATE PLANE GRID BEARINGS (TEXAS CENTRAL ZONE, NAD83).

LEGEND OF ABBREVIATIONS

P.R.W.C.T.	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
D.R.W.C.T.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
P.O.B./P.O.C.	POINT OF BEGINNING/POINT OF COMMENCING

LANGAN
Langan Engineering and Environmental Services, LLC
9606 N. Mopac Expressway, Suite 110
Austin, TX 78759
T: 737.289.7800 F: 737.289.7801 www.langan.com
TBPELS Firm No. 10194888

Project	WILLIAMSON COUNTY HQ SITUATED IN WILLIAM ADDISON SURVEY, ABSTRACT NO. 21 CITY OF GEORGETOWN WILLIAMSON COUNTY TEXAS
Drawing Title	EXHIBIT SHOWING 310 SQUARE FEET
Project No.	2022.071.002
Date	2025/03/05
Drawn By	R. GONZALES
Checked By	Z. MOORE
Drawing No.	01
Sheet	2 of 2

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Filename: \\langan.com\data\AUS\other\JNeedham\Projects\1855 SE Inner Loop GT 2022.071.002\2022.071.002 1855 SE Inner Loop, Georgetown, Wilco., TX-EASEMENT.dwg

Commissioners Court - Regular Session **41.**

Meeting Date: 04/01/2025

Alliance Engineering Group INC 24RFSQ12 Contract Amend No 1 Mtls Testing & Geotech

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Contract Amendment No 1 under Williamson County Contract for Engineering Services between Alliance Engineering Group, Inc. and Williamson County dated March 19, 2024 for Materials Testing and Geotechnical Engineering Services. Funding source: 01.0200.0210.004160.

Background

This Contract Amendment No 1 is to amend the original hourly rates.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Alliance Engineering Group INC 24RFSQ12 Contract Amend No 1 Mtls Testing & Geotech

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	03/24/2025 02:59 PM
County Judge Exec Asst.	Andrea Schiele	03/26/2025 07:05 PM
Form Started By: Vicky Edwards		Started On: 03/24/2025 10:10 AM
Final Approval Date: 03/26/2025		

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 Alliance Engineering Group, 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 Materials Testing and Geotechnical Engineering Services ("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. _____

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. _____, in duplicate, to be effective as of the date of the last party's execution below.**

Engineer:	**COUNTY:**
Alliance Engineering Group, Inc.	**Williamson County, Texas**
By: _____	By: _____
Printed Name: Wayne A, Eddins	Printed Name: _____
Title: President	
Date: January 28, 2025	

	ALLIANCE ENGINEERING GROUP, INC. FIELD INSPECTION AND TESTING SERVICES		
	CLASSIFICATIONS	**RATE PER HOUR**	
1.1	Senior Professional Engineer (P.E.) / Principal Senior	**$195.00**	
1.2	Project Engineer (P.E.)	**$160.00**	
1.3	Project Manager	**$150.00**	
1.4	Staff Engineer, per hour	**$125.00**	
1.5	Laboratory Manager	**$125.00**	
1.6	Senior Engineering Technician	**$115.00**	
1.7	ICC Certified Masonry Inspector	**$115.00**	
1.8	Certified Engineering Technician (Reg.)	**$58.00**	
1.9	Certified Engineering Technician, (O.T.)	**$87.00**	
1.1	TxDOT Level IA Plant Specialist	**$68.00**	
1.11	TxDOT Level 1B Roadway Specialist	**$68.00**	
1.12	TxDOT Level 1A / 1B Specialists (O.T.)	**$102.00**	
1.13	Certified Welding Inspector	**$110.00**	
1.14	Administrative support, per day	**$60.00**	**DAY**
1.15	Observation & Testing Report Review, per report	**$35.00**	**EA**

CPI Rate Adjustments: Rates shall remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer may request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract. CPI rate adjustments will take effect on the later of (1) one year after the Contract execution date or (2) the first (1st) day following the parties' complete execution of a Contract Amendment. Such rates shall remain in effect until the later of (1) the next annual anniversary date of the Contract; or (2) the date of the parties' complete execution of a new Contract Amendment that set forth adjustments to the prior rates. Any new rate adjustments will not become effective until a Contract Amendment is fully executed by the parties and no retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

ALLIANCE ENGINEERING GROUP, INC.
FIELD INSPECTION AND TESTING SERVICES

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

DIRECT EXPENSES	
Mileage (per mile)	Current Federal Rate
Postage	Current Postal Rate
Overnight Mail- letter size	Current Postal Rate
Overnight Mail – oversized box	Current Postal Rate
Outsourced Printing	Actual Cost
Courrier Services	Actual Cost
Parking Fees	Actual Cost
Highway Toll Charges	Actual Cost

ITEM #	FIELD AND LABORATORY MATERIALS TESTING	RATE	Unit
2.1	Concrete Cylinders, each (includes slump & air)	**$20.00**	EA
2.2	Field Density Tests, each	**$20.00**	EA
2.3	Mortar Cubes, each	**$18.00**	EA
2.4	L.A. Abrasion	**$400.00**	EA
2.5	Extraction/Gradation (Ignition Oven)	**$250.00**	EA
2.6	Maximum Theoretical (Rice) Gravity	**$105.00**	EA
2.7	Hveem Stability (Set of 3)	**$120.00**	EA
2.8	Molding of Gyratory Specimens (set of 3)	**$150.00**	EA
2.9	Coring H.M.A.C. (6" Dia.), each	**$50.00**	EA
2.10	Thickness & Density of Road Cores	**$65.00**	EA
2.11	Organic Impurities	**$60.00**	EA
2.12	5-Cycle Magnesium/Sodium Sulfate Soundness	**$450.00**	EA
2.13	Sand Equivalent	**$145.00**	EA
2.14	Bulk Gravity of Coarse Aggregates	**$65.00**	EA
2.15	Bulk Gravity of Fine Aggregates	**$50.00**	EA
2.16	Deleterious Materials	**$50.00**	EA
2.17	Flat & Elongated Particles	**$120.00**	EA
2.18	Coarse Aggregate Gradation	**$65.00**	EA
2.19	Fine Aggregate Gradation	**$50.00**	EA
2.2	TEX 113E Proctor	**$300.00**	EA
2.21	Atterberg Limits	**$75.00**	EA
2.22	Wash - #200 Sieve	**$55.00**	EA
2.23	Vehicle Charge, per trip	**$40.00**	TRIP
2.24	Moisture Density Relationship (Proctor)	**$300.00**	EA
2.25	Lime Series	**$450.00**	EA
2.26	Lime Gradations	**$65.00**	EA
2.27	Soluble Sulfates	**$275.00**	EA
2.28	Decant	**$55.00**	EA

	INSERT PRIME CONSULTANT NAME		
	FIELD INSPECTION AND TESTING SERVICES		
ITEM #	Geotechnical Engineering Field Services	RATE	Unit
3.1	Mobilization / Demobilization	$450.00	Min.
3.2	Drill Truck, Water Truck, Pick up and Crew	$8.50	Mile
3.3	Drilling & Sampling w/Auger, thin-walled tubes (0-50')	$22.00	Ft
3.4	Drilling & Sampling w/ 3' Thin Walled Spoons or SPT's or	$35.00	Ft
3.5	TxDOT Cone Penetrometer Testing	$39.00	each
3.6	Soft Rock Coring (Austin Chalk, Eagle Ford Shale, etc.)	$28.00	Ft
3.7	Hard Rock Coring (Edwards, Buda, Glen Rose, Georgetown)	$37.00	Ft
3.8	Plugging Borings w/ Bentonite	$9.00	Ft
3.9	Drill Rig Standby Time	$450.00	Hour
3.10	N/A		
3.11	Minimum Drilling charge per day	$1,000.00	Day
3.12	Water Meter charge	$250.00	Day
	INSERT DIRECT EXPENSE 26	$0.00	
	INSERT DIRECT EXPENSE 27	$0.00	

Commissioners Court - Regular Session **42.**

Meeting Date: 04/01/2025

Alliance Engineering Group INC 24RFSQ12 Work Authorization 1 25IFB9 CR 255 Precinct 3

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 Work Authorization No 1 in the amount of $172,890.00 to expire on March 31, 2027 under Williamson County Contract for Engineering Services between Alliance Engineering Group, Inc. and Williamson County dated March 19, 2024 for 25IFB9 CR 255 Precinct 3. Funding source: P546.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Alliance Engineering Group INC 24RFSQ12 WA1 25IFB9 CR 255 Precinct 3

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	03/24/2025 02:59 PM
County Judge Exec Asst.	Andrea Schiele	03/26/2025 07:06 PM
Form Started By: Vicky Edwards		Started On: 03/24/2025 10:10 AM
Final Approval Date: 03/26/2025		

ALLIANCE ENGINEERING GROUP, INC.

- GEOTECHNICAL ENGINEERING
- ENVIRONMENTAL CONSULTING
- CONSTRUCTION MATERIALS ENGINEERING
- CONSTRUCTION MATERIALS TESTING

March 8, 2025

Williamson County
c/o HNTB
Attn: Steven Shull
Attn: Marie Walters
Attn: Julissa Vasquez

Re: 1Construction Phase Observation and Testing Services
Williamson County Project No. 25IFB9 - Work Authorization # 1
Alliance Engineering Group, Inc. Proposal No. P24-0803C (Revised)

Dear Mr. Shull:

The **Alliance Engineering Group, Inc.** submits this revised proposal for the construction phase Quality Assurance (QA) observation and testing services on the above-referenced project. The proposal is based on a review of the project plans and specifications and our understanding of our role on the project. The estimated fees are based on the assumptions presented in the attached document and the unit rates as shown on the approved / Revised Exhibit D of the PSA, dated January 28, 2025. Please contact the undersigned should you have any questions regarding estimated quantities and/or fees contained herein.

Respectfully submitted,

ALLIANCE ENGINEERING GROUP, Inc.
TBPE Firm No. 11290

Wayne A. Eddins
Managing Partner

WAE/ck

Dist: HNTB

Cc: File

Attach: Proposal No. P25-0803C (Revised)

z;data/documents/Projects/CMT/2024/P240803//proposalRev.doc

WORK AUTHORIZATION NO. 1

PROJECT: 251FB9:CR 255, Precinct 3

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **March 19, 2024** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Alliance Engineering Group, Inc.** (the "Engineer").

Part l. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is **$172,890.00.**

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on **March 31, 2027**. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

Continued next page

EXECUTED this _____.

ENGINEER:	COUNTY:
Alliance Engineering Group, Inc.	Williamson County, Texas
By: _____	By: _____
Signature	Signature
Wayne A. Eddins	_____
Printed Name	Printed Name
President	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

ATTACHMENT A
SERVICES TO BE PROVIDED BY THE COUNTY
FOR WILCO Project No. 251FB9 - CR 255, Pct. No. 3

In general, Williamson County and its representatives to their best efforts will render services as follows:

1. Name, business address and phone number of County's project manager and any other points of contact, to be identified upon Notice of Proceed.

2. Provide construction manual and available appropriate County data on file,. plans and specifications that are deemed pertinent to the completion of the work required by the scope of services (including project plans, quantity sheets, and bid form).

3. Provide a weekly material testing schedule and confirm/ cancel requested services at least 24-hour in advance.

4. Assist with coordination with the contractor to provide sampling accommodations and appropriate sample storage areas.

5. Assist with Coordination between the Engineer and the County's other subconsultants.

ATTACHMENT B

Work Authorization #1

SERVICES TO BE PROVIDED BY THE ENGINEER

Perform sampling and testing of components and materials in accordance with the standard specifications, and all other standard and special specifications and special provisions applicable in this agreement. Meet the minimum sampling frequencies as described in Williamson County Quality Control/Quality Assurance Program included in Appendix A of the Project Construction Manual (PCM). The Contractor is responsible for Quality Control testing of all materials, except for Hot Mix Asphalt (HMA). Williamson County (Owner) is responsible for Quality Control testing of HMA and Quality Assurance testing of all other materials. The frequency and location win be according to the "Project Test" frequency as shown in Appendix B "TxDOT Guide Schedule for Sampling and Testing" of the PCM. For Quality Assurance testing, assume a frequency of 10% of the Contractor's QC testing. The estimated number of samples and tests are to be based on the project quantities in the executed construction contract.

- Ensure the testing is complete and the test results are distributed to the appropriate parties within 24 hours.
- Create and maintain organized files for each type of materials tested (soils, flexible base, HMA, Concrete, etc.).
- The Engineer shall prepare a project specific Quality Assurance and Quality Control Plan (QA/QC) and submit within 30 days of the Notice to Proceed.
- The Engineer shall provide certified personnel, outlined in their QA/QC plan that are knowledgeable of all materials testing procedures. All personnel performing acceptance tests must provide certifications and must maintain the certifications throughout the project. Williamson County reserves the right to require replacement of any technician during this contract if performance is determined to be unsatisfactory or the technician fails to maintain appropriate certifications.
- The Engineer shall provide technicians certified in accordance with TxDOT Quality Assurance Programs for Construction (QAP) or other State approved programs, such as the Texas Asphalt Pavement Association (TxAPA) for Hot Mix Asphalt, and the Soils and Base Certification Program, as listed below.
- Provide sampling and testing personnel qualified to perform testing of materials in the areas of Portland Cement Concrete, Soils and Aggregates, and bituminous materials. The test methods for which individuals can be qualified are listed in Section 6 Sampling and Testing Personnel Qualification Program of Williamson County Quality Control/Quality Assurance Program. The required certifications include, but are not limited to:
    - Hot Mix Asphalt Testing
        - Level I-A
        - Level I-B
        - Levell II

        - All other tests in the TxDOT Manual of Testing Procedures 200-F Series or ASTM procedures not covered in Level I-A, Level I-B, or Level II
    - Concrete Testing
        - TxDOT QAP Program for Concrete Testing and/or
        - ACI Field Technician Certification Program
        - Other tests outline in the Manual of Testing Procedures 400-A Series or ASTM Procedures that are not included in the TxDOT QAP Program.
    - Soils & Aggregates
        - Series 100-E and 400-A Lime Series
- The Engineer shall attend pre-activity meetings as requested by the Observer.

The Engineer shall:

- Review and recommend approval or rejection for all sampling and testing documentation submitted by the contractor for compliance with applicable State and federal regulations, standards, and contract requirements.
- Verify all material used meet specifications or identify materials that do not meet specifications and recommend corrective action.
- Certify that all materials used during construction meet the specifications of the contract documents.
- Work closely with Williamson County to resolve all material discrepancies and reach resolution (use-as-installed, remove/replace, deduction/penalties) before the next monthly estimate.
- Create and maintain a material testing log for each type of material tested.
- The Engineer shall report failing tests to the Williamson County representative within twenty-four (24) hours.

DELIVERABLES:

The Engineer will provide the following:

- Testing documentation as applicable (field technician daily report, sample documentation, test result report, etc.)
- Monthly update of the Materials Test Log
- Certification Verifications
- Letters of Certification

ATTACHMENT C

WORK SCHEDULE UNKNOWN AT THIS TIME

ALLIANCE ENGINEERING GROUP, INC.

- GEOTECHNICAL ENGINEERING
- ENVIRONMENTAL CONSULTING
- CONSTRUCTION MATERIALS ENGINEERING
- CONSTRUCTION MATERIALS TESTING

ATTACHMENT D

Project Name: CR 255 Realignment
Proposal No:. P25-0104C (Revised)
Estimated Budget: $172,890.00
Date: March 8, 2025

I EARTHWORK - Density Testing

1. Estimate approx. 15,254.49 feet of new pavement (2.88 miles) x 28' wide average
2. Estimate 31,446 cy Flexible Base
3. Estimate 65,691 sy of Lime Treated Subgrade
4. Estimate 8" lime stabilization (427,000 sf x 284,000 ft^3)
5. Estimate 2 trips per week @ 78 weeks x 3 hours per trip

4	Moisture/Density Relationships	(Subgrade)	@	$300.00	/test	$	1,200.00
3	Moisture/Density Relationships	(Flex Base)	@	$300.00	/test	$	900.00
3	Moisture/Density Relationships	(Lime-Treated)	@	$300.00	/test	$	900.00
10	Atterberg Limits		@	$75.00	/test	$	750.00
1	Lime Series (was left off of Rate Schedule)		@	$450.00	each	$	450.00
5	Testing for Soluble Sulfates (was left off of Rate Schedule)		@	$275.00	each	$	1,375.00
10	# 200 Wash Sieve		@	$55.00	/test	$	550.00
10	Lime Gradations		@	$65.00	/test	$	650.00
100	In-Place Densities		@	$20.00	/test	$	2,000.00
100	Vehicle Charges		@	$40.00	/trip	$	4,000.00
156	Staff Engineer		@	$125.00	/hour	$	19,500.00
156	Laboratory Manager		@	$125.00	/hour	$	19,500.00
445	Certified Engineering Technician, per hour (Reg.)		@	$58.00	/hour	$	25,810.00
156	Administrative Support		@	$60.00	/day	$	9,360.00
156	Observation & Testing Report Review		@	$35.00	/report	$	5,460.00
					Sub-Total	**$**	**92,405.00**

$92,405.00

II CONCRETE Testing

1. Estimate 16 wing walls w 3 placements each
2. Estimate AEG will attend 10 of 48 wing wall placements
3. Estimate AEG will cast 4 cylinders per placement
4. Estimate 8 hours per placement, including resteel and sample retrieval

80	Certified Engineering Technician, per hour (Reg.)		@	$58.00	/hour	$	4,640.00
48	Compressive Strength Cylinders		@	$20.00	/each	$	960.00
1	Decant (TEX-406-A)		@	$55.00	/each	$	55.00
1	Coarse Aggregate Gradation		@	$65.00	/each	$	65.00
1	Fine Aggregate Gradation		@	$50.00	/each	$	50.00
1	LA Abrasion (TEX-410-A)		@	$400.00	/each	$	400.00
1	Magnesium Soundness (TEX-411-A)		@	$450.00	/each	$	450.00
1	Sand Equivalent (TEX-203-F)		@	$145.00	/each	$	145.00
1	Organic Impurities (TEX-408-A		@	$60.00	/each	$	60.00
1	Deleterious Materials (TEX-413-A)		@	$50.00	/each	$	50.00
20	Vehicle Trips (including sample retrieval)		@	$40.00	/each	$	800.00
12	Administrative Support		@	$60.00	/day	$	720.00
10	Staff Engineer		@	$125.00	/hour	$	1,250.00
20	Observation & Testing Report Review		@	$35.00	/each	$	700.00
					Sub-Total	**$**	**10,345.00**

$10,345.00

ALLIANCE ENGINEERING GROUP, INC.

- GEOTECHNICAL ENGINEERING
- ENVIRONMENTAL CONSULTING
- CONSTRUCTION MATERIALS ENGINEERING
- CONSTRUCTION MATERIALS TESTING

III **ROADWAY - HMAC (Full-time during HMAC laydown operations)**

1. **Estimate 10,716 tons of Type B HMAC**
2. **Estimate 9,042 tons of Type D HMAC**
3. **Estimate 1-A tech in laboratory and 1-B tech on laydown end**
4. **Estimate 15 days of laydown operations - 12 hours per day**
5. **Estimate 4 sublots per day x 12 days = 8 cores per day**
6. **Estimate 24 Hours for Coring Ops**

96	TxDOT 1B Techician Hours (Reg.) - Laydown	@	$68.00	/hour	$	6,528.00	
48	TxDOT 1B Techician Hours (O.T.) Laydown	@	$102.00	/hour	$	4,896.00	
96	TxDOT 1A Techician Hours (Reg.)	@	$68.00	/hour	$	6,528.00	
48	TxDOT 1ATechician Hours (O.T.)	@	$102.00	/hour	$	4,896.00	
48	Extraction / Gradation (Ignition Oven)	@	$250.00	/each	$	12,000.00	
48	Maximum Theoretical (Rice) Gravity	@	$105.00	/each	$	5,040.00	
48	HVEEM Stability	@	$120.00	/each	$	5,760.00	
48	Molding Gyratory Specimens (Set of 3)	@	$120.00	/each	$	5,760.00	
24	Staff Engineer	@	$125.00	/hour	$	3,000.00	
24	Project Engineer	@	$160.00	/hour	$	3,840.00	
24	TxDOT 1B Techician Hours (Reg.) - Coring Ops	@	$68.00	/hour	$	1,632.00	
96	HMAC Cores for Thickness and Density	@	$65.00	/each	$	6,240.00	
34	Vehicle Charges	@	$40.00	/trip	$	1,360.00	
28	Administrative Support	@	$60.00	/day	$	1,680.00	
28	Observation & Testing Report Review	@	$35.00	/each	$	980.00	
				Sub-Total	**$**	**70,140.00**	$70,140.00

Estimated Total $ 172,890.00

NOTES:

1. Minimum call-out charge for CMT technician and equipment or sample pick-up is 3 hours. Minimum call-out charge for Certified welding inspector is 5 hours. Charges are accrued from portal to portal.
2. All laboratory test fees are F.O.B. our laboratory in Taylor, Texas unless noted otherwise. Sample pick-up charges are additional.
3. Overtime is charged for hours worked over 8 per day, before 7:00 a.m. and after 5:00 p.m. Monday through Friday.
4. Testing requested but not shown above will be priced at the time of the request.

Commissioners Court - Regular Session **43.**

Meeting Date: 04/01/2025

Kimley Horn 24RFSQ17 Amendment 1 Traffic Engr Svcs

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Contract Amendment No 1 under Williamson County Contract for Engineering Services between Kimley-Horn and Associates, Inc. and Williamson County dated March 19, 2024 for Traffic Engineering Services. Funding source: 01.0200.0210.004100.

Background

This Contract Amendment No 1 is to update the rate schedule.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Kimley Horn 24RFSQ17 Amendment 1 Traffic Engr Svcs

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	03/25/2025 01:22 PM
County Judge Exec Asst.	Andrea Schiele	03/26/2025 07:09 PM
Form Started By: Vicky Edwards		Started On: 03/25/2025 10:19 AM
Final Approval Date: 03/26/2025		

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

WILLIAMSON COUNTY ROAD AND BRIDGE DEPARTMENT
24RFSQ17 TRAFFIC ENGINEERING SERVICES ("Project")

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

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective March 19, 2024 (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to $500,000.00; and,

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

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

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

I. The hourly Rates in the original Exhibit D of the Contract are hereby amended as shown in the attached revised Exhibit D (must be attached).

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

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

ENGINEER:	**COUNTY:**
By:	By: _____
Signature	Signature
Trey Neal	_____
Printed Name	Printed Name
Vice President	_____
Title	Title
3/24/2025	_____
Date	Date

CONTRACT AMENDMENT NO. _1
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

Exhibit D
Hourly Rates

MARCH 2024 PSA SIGNED	304.490	Consumer Price Index, South Region — March 2024 : Southeast Information Office : U.S. Bureau of Labor Statistics (bls.gov)
FEBRUARY 2025	309.987	Consumer Price Index, South Region — February 2025 : Southeast Information Office : U.S. Bureau of Labor Statistics (bls.gov)
DELTA	1.81%	

CPI ADJUSTMENT CALCULATION

BASE (1982-84) = 100	100
MARCH 2024 PSA SIGNED	304.490
FEBRUARY 2025 (LATEST DATA)	309.987
DELTA	1.81%

Kimley-Horn and Associates, Inc.
24RFSQ17 Traffic Engineering Services (Road & Bridge Projects)

	RATE SCHEDULE IN PSA EXHIBIT D (per hour)	PROPOSED RATE (per hour)
Analyst	$ 185.00	$ 188.34
Professional	$ 225.00	$ 229.06
Senior Engineer I / Senior Professional I	$ 265.00	$ 269.78
Senior Engineer II / Senior Professional II	$ 325.00	$ 330.87
Senior Designer	$ 195.00	$ 198.52
CAD Technician	$ 150.00	$ 152.71
Senior Support Staff	$ 145.00	$ 147.62
Support Staff	$ 125.00	$ 127.26
DIRECT EXPENSES		
Postage & shipping (metered/bulk)	$ 180.00	$ 183.25
Materials and shipping	$ 50.00	$ 50.90
Overnight mail - oversized box	$ 50.00	$ 50.90
Courier services	$ 50.00	$ 50.90
Photocopies B/W (8.5"x11")	$ 0.15	$ 0.15
Photocopies B/W (11"x17")	$ 0.25	$ 0.25
Photocopies color (8.5"x11")	$ 1.00	$ 1.02
Photocopies color (11"x17")	$ 1.50	$ 1.53
Digital ortho plotting	$ 3.00	$ 3.05
Plots (B/W on bond)	$ 1.50	$ 1.53
Plots (color on bond)	$ 3.00	$ 3.05
Plots (color on photographic paper)	$ 7.50	$ 7.64
Color graphics on foam board	$ 7.50	$ 7.64
Presentation board up to 48"x60" color mounted	$ 100.00	$ 101.81
Outside printing - reports (includes labor and supplies)	$ 75.00	$ 76.35
Report binding and tabbing (includes labor and supplies)	$ 20.00	$ 20.36
Reproduction of CD/DVD	$ 40.00	$ 40.72
CDs/DVDs	$ 2.50	$ 2.55
Cardstock color (8.5"x11")	$ 2.50	$ 2.55
4"x6" digital color print	$ 1.00	$ 1.02
Historical aerial images (photographs, negatives, maps)	$ 125.00	$ 127.26
Aerial photographs (1" = 500' scale)	$ 100.00	$ 101.81
Maps and map records	$ 2.50	$ 2.55
Environmental field supplies (lathes, stakes, flagging, spray paint, etc.)	$ 60.00	$ 61.08
Noise meter rental	$ 100.00	$ 101.81
GPS receiver (rates applied to actual time GPS units are in use)	$ 30.00	$ 30.54

Quality Counts, LLC 24RFSQ17 Traffic Engineering Services (Road & Bridge Projects)		
	RATE SCHEDULE IN PSA EXHIBIT D (per hour)	PROPOSED RATE (per hour)
Turning Movement Counts		
2 Hour Minor Intersection	$ 180.00	$ 183.25
2 Hour Minor Intersection - Additional Hour	$ 55.00	$ 55.99
2 Hour Major Intersection	$ 280.00	$ 285.05
2 Hour Major Intersection - Additional Hour	$ 95.00	$ 96.72
Extended Duration Counts		
13 Hour Minor Intersection	$ 785.00	$ 799.17
13 Hour Major Intersection	$ 1,325.00	$ 1,348.92
24 Hour Minor Intersection	$ 1,390.00	$ 1,415.09
24 Hour Major Intersection	$ 2,370.00	$ 2,412.79
ATR		
Volume ADT (1-3 Lanes) - 1st 24 Hours	$ 220.00	$ 223.97
Volume ADT (1-3 Lanes) - Each Additional Day	$ 90.00	$ 91.62
Volume ADT (4+ Lanes) - 1st 24 Hours	$ 440.00	$ 447.94
Volume ADT (4+ Lanes) - Each Additional Day	$ 160.00	$ 162.89
Volume/Speed/Class ADT (1-3 Lanes) - 1st 24 Hours	$ 240.00	$ 244.33
Volume/Speed/Class ADT (1-3 Lanes) - Each Additional Day	$ 110.00	$ 111.99
Volume/Speed/Class ADT (4+ Lanes) - 1st 24 Hours	$ 480.00	$ 488.67
Volume/Speed/Class ADT (4+ Lanes) - Each Additional Day	$ 220.00	$ 223.97
Mainline Radar (Volume/Length/Speed) - 1st 24 Hours	$ 725.00	$ 738.09
Mainline Radar (Volume/Length/Speed) - Each Additional Day	$ 150.00	$ 152.71
Unique Studies		
Spot Speed Study (Hand Held Radar) (2 hours or 125 cars each direction)	$ 280.00	$ 285.05
Stop Sign Delay Study (per hour)	$ 210.00	$ 213.79

McGray & McGray Land Surveyors, Inc. 24RFSQ17 Traffic Engineering Services (Road & Bridge Projects)		
	RATE SCHEDULE IN PSA EXHIBIT D (per hour)	PROPOSED RATE (per hour)
Conventional Field Crew Services		
1 man reconnaissance or data gathering	$ 140.00	$ 142.53
2 man survey crew, with vehicle and data collection	$ 190.00	$ 193.43
3 man survey crew, with vehicle and data collection	$ 225.00	$ 229.06
Fixed wing flight crew (includes pilot and sensor operator)	$ 225.00	$ 229.06
Helicopter flight crew (includes pilot and sensor operator)	$ 225.00	$ 229.06
There is a minimum charge of 4 hours for above field crew services (unless otherwise agreed).		
Office/Professional/Technical Services		
Project Manager	$ 201.50	$ 205.14
GIS Technician - Senior	$ 107.17	$ 109.10
GIS Technician	$ 87.32	$ 88.90
Abstractor	$ 85.97	$ 87.52
Surveyor (RPLS) Senior	$ 188.06	$ 191.46
Surveyor (RPLS)	$ 166.57	$ 169.58
Survey Technician (Surveyor-In-Training) - SIT	$ 115.53	$ 117.62
Survey Technician	$ 95.38	$ 97.10
Certified Photogrammetrist	$ 107.47	$ 109.41
Aerial Mapping Technician	$ 94.03	$ 95.73
Aerial Office Technician	$ 90.00	$ 91.62
Aerial Processing Technician	$ 91.35	$ 93.00
LiDAR Task Lead	$ 107.47	$ 109.41
LiDAR Mapping Technician (Aerial)	$ 96.72	$ 98.47
LiDAR Office Technician (Aerial)	$ 96.72	$ 98.47
LiDAR Processing Technician (Helicopter, Fixed Wing, Mobile, UAS, Terrestrial)	$ 96.72	$ 98.47
Mapping Editor (includes QA/QC, Finishing & Finalization)	$ 102.09	$ 103.93
Orthophoto Specialist	$ 91.35	$ 93.00
Survey Field Crew Coordinator	$ 91.35	$ 93.00
Project Coordinator - Acquisition (Helicopter, Fixed Wing, Mobile, UAS, Terrestrial)	$ 107.47	$ 109.41
Project Coordinator - Helicopter, Fixed Wing, Mobile, UAS, Terrestrial	$ 107.47	$ 109.41
Administrative/Clerical	$ 85.97	$ 87.52
Specialized Equipment		
ATV (All-Terrain Vehicle) (per day)	$ 85.00	$ 86.53
Additional Survey Vehicle (per day)	$ 100.00	$ 101.81
LiDAR Terrestrial Scanner (per hour)	$ 100.00	$ 101.81
UAV (Drone) Aerial Mapper (per day)	$ 5,000.00	$ 5,090.27
Mobile Mapper (per day)	$ 9,000.00	$ 9,162.48
Unusual equipment or additional service providers will be charged at cost.		

Commissioners Court - Regular Session **44.**

Meeting Date: 04/01/2025

Consent and Development Agreement for Coupland MUD No 1

Submitted For: Adam Boatright **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a Consent and Development Agreement between Williamson County, Terrell Timmermann Farms, LP, and the proposed Coupland Municipal Utility District No. 1.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Consent and Development Agreement - Coupland MUD No 1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/27/2025 02:56 PM
Form Started By: Adam Boatright		Started On: 03/27/2025 07:47 AM
Final Approval Date: 03/27/2025		

CONSENT AND DEVELOPMENT AGREEMENT

AMONG

WILLIAMSON COUNTY, TEXAS;

TERRELL TIMMERMANN FARMS, LP,

AND

COUPLAND MUNICIPAL UTILITY DISTRICT NO. 1

CONSENT AND DEVELOPMENT AGREEMENT

This **CONSENT AND DEVELOPMENT AGREEMENT** (this "*Agreement*") is by **Williamson County, Texas**, a Texas political subdivision (the "*County*") and **Terrell Timmermann Farms, LP**, a Texas limited partnership ("*Owner*"). Subsequent to its creation, **Coupland Municipal Utility District No. 1**, a proposed municipal utility district to be created pursuant to Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54, Texas Water Code as contemplated by this Agreement (the "*District*"), will become a party to this Agreement. The County, the Owner and the District are sometimes referred to individually herein as a "*Party*" and collectively as the "*Parties*".

RECITALS

WHEREAS, the Owner owns or has under contract to purchase approximately 281.371 acres of land located within the boundaries of the County (the "*Land*"); and

WHEREAS, the Land is more particularly described by metes and bounds and map depiction on the attached **Exhibit A**; and

WHEREAS, the Owner intends that the Land will be developed in phases as a master-planned, residential community that will include park and recreational facilities to serve the Land; and

WHEREAS, the Owner and the County wish to enter into this Agreement to encourage innovative and comprehensive master-planning of the Land, provide certainty of regulatory requirements throughout the term of this Agreement, and result in a high-quality development for the benefit of the present and future residents of the County and the Land; and

WHEREAS, the Owner has proposed to create the District over the Land pursuant to legislation to be filed with the Texas Legislature or an application to be filed with the Texas Commission on Environmental Quality (the "TCEQ"), whichever the case may be, and has requested the County's consent to the creation of the District; and

WHEREAS, the purposes of the proposed District include designing, constructing, acquiring, installing, and financing, water, wastewater, and drainage utilities, roads and improvements in aid of roads, park and recreational facilities, and other public improvements as authorized by the Texas Constitution and Texas Water Code to serve the area within the District (collectively, the "*District Improvements*"); and

WHEREAS, construction of the District Improvements will occur in phases, as determined by the District and the Owner, and in accordance with this Agreement; the applicable regulations of the County; Chapters 49 and 54, Texas Water Code, as amended; the rules and regulations of the TCEQ, as amended; and applicable state and federal regulations (collectively, the "*Applicable Regulations*"); and

WHEREAS, the Owner intends that the Reimbursable Costs (as defined in ARTICLE I below) of the District Improvements will be paid from the net proceeds of

Bonds issued by the District in accordance with this Agreement, the applicable rules and regulations of the TCEQ, as amended, and the applicable requirements of the Texas Attorney General's Office, as amended; and

WHEREAS, the Owner entered into a consent agreement with the City of Coupland in January 2023 for the creation of the District; and

WHEREAS, if the County requires additional right-of-way along State Highway 95 beyond the 45 feet of dedicated right-of-way provided by the Owner pursuant to this Agreement, the Owner will work with the County in acquiring that additional right-of-way through a voluntary purchase by the County; and

WHEREAS, the District is authorized to enter into this Agreement pursuant to the provisions of Texas law, including but not limited to, Chapters 49 and 54, Texas Water Code, as amended; and Chapter 791, Texas Government Code, as amended; and

WHEREAS, the County is a political subdivision of the State of Texas and the County has the authority to enter into this Agreement including, but not limited to, the consent to the District's creation and issuance of debt to finance District Improvements, including roadways and related drainage;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the agreements set forth below, the Parties contract as follows:

ARTICLE I
DEFINITIONS

Section 1.01. Definitions. In addition to the terms defined elsewhere in this Agreement or in the County's regulations, the following terms and phrases used in this Agreement will have the meanings set out below:

Applicable Rules means the County's rules and regulations in effect as of the date of County's execution of this Agreement, including the County's Long Range Transportation Plan ("LRTP"), as amended by: (i) any amendments authorized by Chapter 245, Texas Local Government Code; (ii) any amendments, approvals, variances, waivers, and exceptions to such rules that are approved by the County; (iii) any applicable interlocal agreement to which the County is a party; and (iv) any additional restrictions or regulations agreed to by Owner in writing.

Agreement means this Consent and Development Agreement.

Bonds means bonds, notes, or other obligations or indebtedness issued or incurred by the District under the District's borrowing power.

Commission or TCEQ means the Texas Commission on Environmental Quality or its successor agency.

County means Williamson County, Texas.

District means the Municipal Utility District identified herein-above, a political subdivision of the State of Texas to be created over the Land, with the consent of the County, as provided in this Agreement.

District Improvements means the water, wastewater, and drainage utilities, roads and improvements in aid of roads, park and recreational facilities, and other public improvements, as authorized by the Texas Constitution and Texas Water Code, to serve the District.

Land means approximately 281.371 acres of land located in Williamson County, Texas, as described by metes and bounds on **Exhibit A**.

LRTP means the Williamson County Long Range Transportation Plan as adopted and as may be amended by the Williamson Couty Commissioners Court.

Owner means the owner of the Land identified herein-above, its company or its successors and assigns under this Agreement.

Provisional Acceptance means the County accepting a roadway after the completion of construction and approval by the County for traffic operations only, but not for maintenance.

Reimbursable Costs means all costs of the District Improvements (including land and easements costs), and all other costs eligible for reimbursement by a municipal utility district under the laws of the State of Texas, that are eligible for reimbursement from the net proceeds of Bonds.

Road Projects means any road projects or improvements in aid of such road projects that the District is authorized to undertake pursuant to Article III, Section 52, Article XVI, Section 59 of the Texas Constitution, as amended, or Chapters 49 and 54, Texas Water Code, as amended, or otherwise pursuant to any authority granted to the District by special act of the Texas Legislature or by Texas law.

Subdivision Roads means all roads within the Land, regardless of size or functional classification, that are not identified as LRTP Arterials or Corridor Projects within the LRTP. Subdivision Roads include, but are not limited to the pavement structure (including but not limited to HMA or concrete surface, base material, subgrade material, geogrid, pavement striping, curbs, gutters, and shoulders), any stormwater conveyance devices (including but not limited to culverts, ditches, channels, storm drains, and inlets), structural components (including but not limited to bridges, bridge-class culverts, and retaining walls), water quality and detention devices, vegetation control, and any improvements in aid of roads.

ARTICLE II
CREATION OF DISTRICT AND EXECUTION OF AGREEMENTS

Section 2.01. Consent to Creation of District. The County acknowledges receipt of the Owner's request for the County's support for, and consent to, creation of the District over the Land. The County agrees that this Agreement will constitute and

evidence the County's consent to the creation of the District and that no further action will be required on the part of the County related to the creation of the District. Within 10 business days after the County's execution of this Agreement, the County shall withdraw its request for a contested case hearing and withdraw as a party from the TCEQ proceeding captioned *Petition by Terrell Timmermann Farms, LP for the creation of Coupland Municipal Utility District No. 1 of Williamson County*, TCEQ Docket 2024-0137-DIS ("TCEQ Proceeding"). Failure of the County to withdraw from the TCEQ Proceeding in accordance with this paragraph renders this Agreement null and of no further force or effect.

Section 2.02. District Execution of Agreement. The Owner shall cause the District to approve, execute, and deliver to the County this Agreement within thirty (30) days after the date the District's Board of Directors holds its organizational meeting. If the District fails to do so within such 30-day period, then after notice and opportunity to cure pursuant to Section 5.04, this Agreement shall be null and of no further force and effect, and the County shall be deemed to have not consented to creation of the District. Similarly, if creation of the District is not approved by the Texas Legislature or the TCEQ, whichever the case may be, this Agreement shall be null and of no further force and effect.

Section 2.03. District Bonds. If the Owner or the District fail to comply with the terms and conditions of this Agreement after notice and opportunity to cure pursuant to Section 5.04, such failure shall operate to prohibit the District from taking any actions to issue Bonds until the failure has been cured. The County shall have the right to enjoin the issuance of Bonds during any period in which a material breach of the terms and conditions of this Agreement exists.

Section 2.04. Reimbursement Agreements. If the Owner or the District fail to comply with the terms and conditions of this Agreement after notice and opportunity to cure pursuant to Section 5.04 and prior to execution of any reimbursement agreements by the Owner and District, such failure shall operate to prohibit the Owner of the Land from entering into any reimbursement agreements with the District until the failure has been cured. The County shall have the right to enjoin the execution of such reimbursement agreements during any period in which a material breach of the terms and conditions of this Agreement exists.

ARTICLE III
ROADWAY IMPROVEMENTS

Section 3.01. Right of Way Dedications.

(a) LRTP Corridor Project Dedication. The County has adopted a LRTP which provides for the planning and future construction of certain road corridors within the County ("Corridor Project"). The Owner will convey, or cause to be conveyed, by special warranty deed, in fee simple and free and clear of all liens and encumbrances, to County, at no cost to the County, 100% of the right-of-way required for any roads which are shown within and/or adjacent to the boundaries of the Land as Corridor Projects in the LRTP, as depicted in **Exhibit B,** within either 30 days after the final alignment for any Corridor Project is set; or, in the case that a final alignment for any Corridor Project has not been set, prior to the approval of any preliminary plat containing any Corridor Project within

or adjacent to the Land.

(b) LRTP Arterial(s) Dedication. The Owner will dedicate to the County, in fee simple and free and clear of all liens and encumbrances, at no cost to the County, through plat or otherwise, as determined by the County, 100% of the right-of-way required for any roads which are shown within and/or adjacent to the boundaries of the Land as arterial roadways in the LRTP ("LRTP Arterial(s)"), as depicted in **Exhibit B**.

(c) Re-alignment of CR 453. The Parties further agree that the Owner will realign County Road 453 and dedicate to the County, in fee simple and free and clear of all liens and encumbrances, at no cost to the County, through plat or otherwise, as determined by the County, 100% of the right-of-way required for the re-alignment of CR 453 within the Land, as depicted in **Exhibit B.** Upon completion of the re-alignment by the Owner and acceptance of the improvements by the County, the County will follow the required legal procedures to abandon the portion of existing County Road 453 identified as "Right-of-Way to be Abandoned" in **Exhibit B.** Pursuant to Section 251.058(b)(4) of the Texas Transportation Code, any public utility or common carrier that has the right of eminent domain that is using the Right-of-Way to be Abandoned for a right-of-way or easement purpose, title to the property conveyed herein is subject to the applicable right-of-way or easement and the continued use by the public utility or common carrier of utility infrastructure in existence on the date this order is signed, and any required adjustment shall be at no cost to County.

(d) Right of Way Reimbursements. The Owner reserves the right to seek reimbursement for any such right-of-way dedications from the District in accordance with the laws of the State of Texas. The Parties acknowledge that the final location of any Corridor Project and/or LRTP Arterial(s) right-of-way may be subject to minor changes from those shown on **Exhibit B**. Owner shall have no obligation to convey any lands to the County not located within or adjacent to the Land.

Section 3.02. Road Construction. Except in cases when the Owner or District constructs a portion of a Corridor Project to serve the District pursuant to the Applicable Rules, the County agrees that it or another governmental entity, not including the District, will be responsible for the design and construction of any Corridor Project and paying the cost for same. The actual construction date of any Corridor Project is at this time undetermined and dependent upon the success of future County or City road bond elections. The construction of all Subdivision Roads shall be the responsibility of the Owner or the District and shall be constructed pursuant to the then existing Williamson County Subdivision Regulations and any other Applicable Rules. The Owner shall be entitled to reimbursement for expenses of such Subdivision Roads from the District, as allowed by the laws of the State of Texas.

Section 3.03. Road Maintenance. The County will not ever accept the Subdivision Roads for maintenance and the Owner and District acknowledge and agree that the District shall be solely responsible for all maintenance, repair and/or reconstruction of Subdivision Roads, including paying the cost for same, and, except for traffic operations, the County shall not be responsible those items. The Owner hereby acknowledges and agrees that it shall cause the District creation to include the powers and authority necessary to maintain, repair and or reconstruct such Subdivision Roads.

The District shall not be responsible for maintenance of any roads other than Subdivision Roads.

ARTICLE IV
AUTHORITY TO ISSUE BONDS AND DEVELOPMENT OF LAND

Section 4.01. Authority to Issue Bonds. The District may issue Bonds only as authorized by the laws of the State of Texas. The District may provide reimbursements for expenditures authorized by the laws of the State of Texas (including creation expenses, operating advances, facilities design and construction for water, sewer, drainage, and park and recreational facilities, and expenditures for roads and improvements in aid of roads).

Section 4.02. Uniform and Continued Development. The Parties intend that this Agreement provides for the uniform review and approval of plats and development plans for the Land; and provide other terms and consideration. Accordingly, the portion of the Land within the County will be developed and the infrastructure required for such portion of the Land will be designed and constructed in accordance with the Applicable Rules and this Agreement. Subject to the terms and conditions of this Agreement, the County confirms and agrees that the Owner has vested authority to develop the portion of the Land located in the County in accordance with the Applicable Rules in effect as of the date of the County's execution of this Agreement. Applicable Rules or changes or modifications to the Applicable Rules adopted after the date of County's execution of this Agreement will only be applicable to the extent permitted by Chapter 245, Texas Local Government Code. If there is any conflict between the Applicable Rules and the terms of this Agreement, the terms of this Agreement will control.

Section 4.03. Additional Land. Any land located in Williamson County, Texas that is added to the District in addition to the Land described in **Exhibit A**, whether by annexation or any other means, shall be considered part of the Land and subject to the terms and conditions of this Agreement; provided, however, such additional land shall be excepted from the vesting rights set out in Section 4.02 and shall be developed in accordance the Applicable Rules in effect on the date a complete plat application or development permit is filed with the County for the specific portion of the additional land that is sought to be developed.

Section 4.04. Manufactured Home for District Elections. One (1) HUD-certified manufactured home may be located within the Land solely for the purpose of providing qualified voters within the District for the District's confirmation, director, and bond elections. The manufactured home permitted by this Agreement will not require any permit or other approval by the County and will be promptly removed when no longer needed.

ARTICLE V
TERM, ASSIGNMENT, AND REMEDIES

Section 5.01. Term. The term of this Agreement shall commence following the County and Owner's execution hereinbelow and shall continue until the District is

dissolved in accordance with the laws of the State of Texas or until this Agreement terminates by its terms, whichever is sooner.

Section 5.02. Termination and Amendment by Agreement. This Agreement may be terminated or amended as to all of the Land at any time by mutual written consent of the County, the Owner and following creation of the District, the District. This Agreement may be terminated or amended only as to a portion of the Land at any time by the mutual written consent of the County, the owner of the portion of the Land affected by the amendment or termination and, following creation of the District, the District. After full-build out of the Land and issuance of all Bonds by the District for reimbursement of Owner's eligible costs, this Agreement may be terminated or amended at any time by the mutual written consent of the County and the District.

Section 5.03. Assignment.

(a) This Agreement, and the rights of the Owner hereunder, may be assigned by the Owner, with the County's written consent, as to all or any portion of the Land. Any assignment will be in writing, specifically set forth the assigned rights and obligations, be executed by the proposed assignee, and be delivered to the County.

(b) This Agreement is not intended to be binding upon, or create any encumbrance to title as to, any ultimate consumer who purchases a fully developed and improved lot within the Land.

Section 5.04. Remedies.

(a) If the County defaults under this Agreement, the Owner or the District may give notice setting forth the event of default ("*Notice*") to the County. If the County fails to cure any default that can be cured by the payment of money ("*Monetary Default*") within 45 days from the date the County receives the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within 45 days of the date of the Notice, and thereafter to diligently pursue such cure to completion, the Owner or the District may enforce this Agreement by a writ of mandamus from a Williamson County District Court or terminate this Agreement; however, any such remedy will not revoke the County's consent to the creation of the District.

(b) If the Owner or the District defaults under this Agreement, the County may give Notice to the defaulting party. If the Owner or the District fails to cure any Monetary Default within 45 days from the date it receives the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within 45 days of the date of the Notice, and thereafter to diligently pursue such cure to completion, the County may enforce this Agreement by injunctive relief against the defaulting party from a Williamson County District Court or terminate this Agreement and, in the event the County terminates this Agreement, the County may take any actions necessary to revoke its consent to the creation of the District.

(c) If any Party defaults, the prevailing Party in the dispute will be entitled to recover its reasonable attorney's fees, expenses, and court costs from the non-prevailing Party.

ARTICLE VI
MISCELLANEOUS PROVISIONS

Section 6.01. Notice. Any notice given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the Party to be notified and with all charges prepaid; or (ii) by depositing it with Federal Express or another service guaranteeing "next day delivery", addressed to the Party to be notified and with all charges prepaid; or (iii) by personally delivering it to the Party, or any agent of the Party listed in this Agreement. Notice by United States mail will be effective on the earlier of the date of receipt or three (3) days after the date of mailing. Notice given in any other manner will be effective only when received. For purposed of notice, the addresses of the Parties will, until changed as provided below, be as follows:

County:	Williamson County Attn: County Judge 710 Main Street, Ste. 101 Georgetown, Texas 78628
Owner:	At the address set forth under Owner's execution below
District:	At the address set forth under District's execution below

The Parties may change their respective addresses to any other address within the United States of America by giving at least five days' written notice to the other party.

Section 6.02. Severability. If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid, or enforceable provision as is possible.

Section 6.03. Waiver. Any failure by a Party to insist upon strict performance by the other party of any material provision of this Agreement will not be deemed a waiver thereof or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

Section 6.04. Applicable Law and Venue. The interpretation, performance, enforcement, and validity of this Agreement is governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Williamson County, Texas.

Section 6.05. Entire Agreement. This Agreement contains the entire agreement of the Parties. There are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement. This Agreement supersedes all other agreements between the Parties concerning the subject matter.

Section 6.06. Exhibits, Headings, Construction, and Counterparts. All schedules and exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. The Parties acknowledge that each of them has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement or any exhibits hereto. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument.

Section 6.07. Time. Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays, and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday, or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday, or legal holiday.

Section 6.08. Authority for Execution. The County certifies, represents, and warrants that the execution of this Agreement has been duly authorized and adopted in conformity with state law. The Owner and District hereby certifies, represents, and warrants that the execution of this Agreement has been duly authorized and adopted in conformity with the constituent documents of each person or entity executing on behalf of the Owner and District.

Section 6.09 Force Majeure. If, by reason of force majeure, any Party is rendered unable, in whole or in part, to carry out its obligations under this Agreement, the Party whose performance is so affected must give notice and the full particulars of such force majeure to the other Parties within a reasonable time after the occurrence of the event or cause relied upon, and the obligation of the Party giving such notice, will, to the extent it is affected by such force majeure, be suspended during the continuance of the inability but for no longer period. The Party claiming force majeure must endeavor to remove or overcome such inability with all reasonable dispatch. The term "*force majeure*" means Acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas, or of any court or agency of competent jurisdiction or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, vandalism, explosions, breakage or accidents to machinery, pipelines or canals, or inability on the part of a Party to perform due to any other causes not reasonably within the control of the Party claiming such inability.

Section 6.10. Interpretation. As used in this Agreement, the term "including" means "including without limitation" and the term "days" means calendar days, not business days. Wherever required by the context, the singular shall include the plural, and the plural shall include the singular. Each defined term herein may be used in its singular or plural form whether or not so defined.

Section 6.11. **No Third-Party Beneficiary**. This Agreement is solely for the benefit of the Parties, and neither the County, the District, nor the Owner intends by any provision of this Agreement to create any rights in any third-party beneficiaries or to confer any benefit upon or enforceable rights under this Agreement or otherwise upon anyone other than the County, the District, and the Owner (and any permitted assignee of the Owner).

Section 6.12. **Exhibits.** The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

Exhibit A - Metes and Bounds Description and Map of the Land

Exhibit B - LRTP Corridor Project and/or Arterial Locations

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement on the dates indicated below.

(Signatures on the following pages.)

WILLIAMSON COUNTY, TEXAS
(COUNTY)

By:_____

Name: _____

Title: As Presiding Officer of the Williamson County Commissioners Court

Date:_____

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on _____, 20___, by_ _____, as Presiding Officer of the Williamson County Commissioners Court, on behalf of said County.

_____
Notary Public Signature

(Seal)

OWNER:
TERRELL TIMMERMANN FARMS, LP,
a Texas limited partnership

By: Timmermann GP, LLC,
a Texas limited liability company,
its general partner

By: _____
Name: Barth Timmermann
Title: Manager

Date: 3/27/25

Address for Notice:

Terrell Timmermann Farms, LP
Attn: Barth Timmermann
501 Vale Street
Austin, Texas 78746

THE STATE OF Texas §
§
COUNTY OF Travis §

This instrument was acknowledged before me on the 27th day of March, 2025, by Barth Timmermann as Manager of Timmermann GP, LLC, a Texas limited liability company, the general partner of Terrell Timmermann Farms, LP, a Texas limited partnership, on behalf of Owner.

(SEAL)

LAYLA J. HANNA
NOTARY PUBLIC
ID# 133436101
State of Texas
Comm. Exp. 11-12-2025

_____
Notary Public Signature

COUPLAND MUNICIPAL UTILITY DISTRICT NO. 1 OF WILLIAMSON COUTNY _____

By:_____

Name:_____

Title:_____

Date:_____

Address for Notice:

c/o Sanford Kuhl Hagan Kugle Parker Kahn, LLP
Attn: Joshua Kahn
1330 Post Oak Boulevard, Suite 2650
Houston, Texas 77056

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, _____, by _____, President of the Board of Directors of Coupland Municipal Utility District No. 1 of Williamson County, on behalf of said District.

_____

(SEAL) Notary Public Signature

EXHIBIT A

Metes and Bounds Description
and
Map of the Land

[attached]

METES AND BOUNDS DESCRIPTION

FOR A 240.68 ACRE TRACT OF LAND SITUATED IN THE C.E.P.I. & M. SURVEY, ABSTRACT NO. 153 AND THE JACOB RINEHARD SURVEY, ABSTRACT NO. 538, WILLIAMSON COUNTY, TEXAS, AND BEING A PART OF THE CALLED 137.719 ACRE TRACT OF LAND (TRACT FOUR), SAID 137.719 ACRE TRACT OF LAND BEING DESCRIBED BY METES AND BOUNDS IN DOCUMENT NO. 2011088026, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING ALL OF THE CALLED 65.804 ACRE TRACT OF LAND (TRACT FIVE), SAID 65.804 ACRE TRACT OF LAND BEING COMPRISED OF THE CALLED 24.287 ACRE TRACT OF LAND (TRACT 1) AND THE CALLED 41.517 ACRE TRACT OF LAND (TRACT 2) DESCRIBED BY METES AND BOUNDS IN DOCUMENT NO. 2012084053, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING A PART OF THE NORTH REMNANT PORTION OF THE CALLED 112.641 ACRE TRACT OF LAND (TRACT ELEVEN), SAVE AND EXCEPT 10.00 ACRE TRACT OF LAND, SAID 112.641 ACRE TRACT AND 10.00 ACRE SAVE AND EXCEPT TRACT BEING DESCRIBED BY METES AND BOUNDS IN VOLUME 1839, PAGE 291, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID TRACTS FOUR, FIVE AND ELEVEN CONVEYED TO TERRELL TIMMERMANN FARMS, LP, RECORDED IN DOCUMENT NO. 2017102681, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING PORTIONS OF THE RIGHT-OF-WAY OF M.K. & T RAILROAD AND COUNTY ROAD 453. SAID 240.68 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a iron stake found on the northeast corner of said 65.804 Terrell Timmermann Farms tract, same being on the northeast corner of said 24.287 acre Tract 1, same being on an interior ell corner of the remnant portion of the called 737.5 acre tract of land conveyed to Battleground Creek, LLC, recorded in Document No. 2017009684, Official Public Records of Williamson County, Texas, said 737.5 acre tract of land being described by metes and bounds in Volume 481, Page 512, Deed Records of Williamson County, Texas, for the northeast corner and **POINT OF BEGINNING** hereof;

THENCE, with the east boundary line of said 65.804 acre Terrell Timmermann Farms tract, same being with the west boundary line of said remnant portion of the called 737.5 acre Battleground Creek tract, in part with the east boundary line of said 24.287 acre Tract 1, and in part with the east boundary line of said 41.517 acre Tract 2, the following two (2) courses and distances:

1. **S 07°18'53" W** for a distance of **729.97 feet** to a 60D nail found in fence post on the southeast corner of said 24.287 acre Tract 1, same being on the northeast corner of said 41.517 acre Tract 2, for an angle point hereof;

2. **S 07°19'39" W** for a distance of **2504.83 feet** to an iron rod found with cap marked "RPLS 4249" on the south corner of said 65.804 acre Terrell Timmermann Farms tract, same being on the south corner of said 41.517 acre Tract 2, same being on an angle point in said west boundary line of the remnant portion of the called 737.5

acre Battleground Creek tract, same being on a point in the east right-of-way line of said M.K. & T. Railroad (100' right-of-way width), for an angle point hereof;

THENCE, **S 68°39'37" W** through the interior of said M.K. & T. Railroad right-of-way, for a distance of **100.00 feet** to a calculated point on the west right-of-way line of said M.K. & T. Railroad, same being on the east boundary line of said 137.719 acre Terrell Timmermann Farms tract, for an angle point hereof;

THENCE, **S 21°20'23" E** with said east boundary line of the called 137.719 acre Terrell Timmermann Farms tract, same being with said west right-of-way line of M.K. & T. Railroad, for a distance of **184.13 feet** to an iron rod found with cap marked "RPLS 4249", on an angle point in said east boundary line of the called 137.719 acre Terrell Timmermann Farms tract, for an angle point hereof;

THENCE, **S 07°13'03" W** continuing with said east boundary line of the called 137.719 acre Terrell Timmermann Farms tract, in part with the west boundary line of the called 7.06 acre tract of land conveyed to Amy Dobbs and Salvador Hiracheta, recorded in Document No. 2015014867, Official Public Records of Williamson County, Texas, for a distance of **991.81 feet** to a 1/2" iron rod found on the southeast corner of said 137.719 acre Terrell Timmermann Farms tract, same being on the southwest corner of said 7.06 acre Dobbs/Hiracheta tract, same being on the north right-of-way line of said County Road 453 (right-of-way width varies), for the most easterly southeast corner hereof;

THENCE, **N 82°39'27" W** with the south boundary line of the said 137.719 acre Terrell Timmermann Farms tract, same being with said north right-of-way line of County Road 453, for a distance of **1247.08 feet** to a calculated point, for an angle point hereof;

THENCE, **S 07°21'49" W** through the interior of said County Road 453, for a distance of **48.76 feet** to a 1-1/4" iron pipe found on the northeast corner of said north remnant portion of the called 112.641 acre Terrell Timmermann Farms tract, same being on the northwest corner of the remnant portion of the called 100 acre tract of land conveyed to Darlene Kaye Konarik, recorded in Document No. 9639809, Official Records of Williamson County, Texas, same being on the south right-of-way line of said County Road 453,

THENCE, **S 07°21'49" W** with common boundary line of the said north remnant portion of the called 112.641 acre Terrell Timmermann Farms tract and said remnant portion of the called 100 acre Konarik tract, for a distance of **465.42 feet** to an iron rod found with cap marked "BRYAN TECH SERVICES" on the southwest corner of said remnant portion of the called 100 acre Konarik tract, same being on the most westerly northwest corner of the called 37.269 acre tract of land conveyed to Lloyd E. Hebbe and Pamela Hebbe, recorded in Document No. 2014098617, Official Public Records of Williamson County, Texas, for an angle point hereof;

THENCE, **S 07°22'52" W** with common boundary line of the said north remnant portion of the called 112.641 acre Terrell Timmermann Farms tract and said 37.269 acre Hebbe tract, for a distance of **1265.71 feet** to an iron rod found with cap marked "RPLS 4249" on

the southwest corner of said 37.269 acre Hebbe tract, same being on the most westerly northwest corner of the called 55.00 acre tract of land conveyed to Lloyd Hebbe and Pamela Hebbe, recorded in Document No. 2006107698, Official Public Records of Williamson County, Texas, for an angle point hereof;

THENCE, **S 07°17'38" W** with common boundary line of the said north remnant portion of the called 112.641 acre Terrell Timmermann Farms tract and said 55.00 acre Hebbe tract, for a distance of **425.45 feet** to a 1/2" iron rod found on the southeast corner of said north portion of the called 112.641 acre Terrell Timmermann Farms tract, same being on the northeast corner of said 10.00 acre save and except tract, same being on the northeast corner of the called 9.916 acre tract of land conveyed to Courtney Pineda and Pablo Cortina Pineda, recorded in Document No. 2013025419, Official Public Records of Williamson County, Texas, for the most southerly southeast corner hereof;

THENCE, **N 82°42'57" W** with common boundary line of the said north remnant portion of the called 112.641 acre Terrell Timmermann Farms tract, said 10.00 acre Save and Except tract, and said 9.916 acre Pineda tract, for a distance of **1058.78 feet** to a 1/2" iron rod set with cap marked "DIAMOND SURVEYING" on the southwest corner of said north remnant portion of the called 112.641 acre Terrell Timmermann Farms tract, same being on the northwest corner of said 9.916 acre Pineda tract, same being on the northwest corner of said 10.00 acre Save and Except tract, same being on the east right-of-way line of State Highway 95 (120' right-of-way width), for the southwest corner hereof;

THENCE, **N 07°14'15" E** with the west boundary line of said north remnant portion of the called 112.641 acre Terrell Timmermann Farms tract, same being with said east right-of-way line of State Highway 95, passing at a distance of 292.03 feet, a concrete monument found, continuing for a total distance of **1317.14 feet** to a calculated point, for an angle point hereof, from which a 1/2" iron rod found on the northwest corner of said north remnant portion of the called 112.641 acre Terrell Timmermann Farms tract, same being on the intersection of said east right-of-way line of State Highway 95 and said south right-of-way line of County Road 453, bears N 07°14'15" E for a distance of 841.85 feet;

THENCE, departing said east right-of-way line of State Highway 95, through the interior of said north remnant portion of the called 112.641 acre Terrell Timmermann Farms tract, the following eight (8) courses and distances:

1. **S 82°45'45" E** for a distance of **257.91 feet** to a calculated point;
2. **S 58°37'52" E** for a distance of **86.36 feet** to a calculated point;
3. **S 78°49'48" E** for a distance of **394.31 feet** to a calculated point;
4. **N 14°40'43" E** for a distance of **235.91 feet** to a calculated point;
5. **N 07°41'18" E** for a distance of **222.99 feet** to a calculated point on a beginning of a curve to the left;
6. With said curve to the left an arc length of **64.61 feet,** said curve having a radius of **143.50 feet**, a delta angle of **25°47'46"** and a chord which bears **N 05°31'16" W** for a distance of **64.06 feet** to a calculated point, for the end of this curve hereof;

7. **N 18°25'09" W** for a distance of **129.52 feet** to a calculated point on a beginning of a curve to the right;
8. With said curve to the right an arc length of **151.73 feet**, said curve having a radius of **456.50 feet**, a delta angle of **19°02'37"** and a chord which bears **N 08°53'51" W** for a distance of **151.03 feet** to a calculated point, for the end of this curve hereof;

THENCE, **N 00°37'28" E** in part through the interior of said north remnant portion of the called 112.641 acre Terrell Timmermann Farms tract, in part through the interior of said County Road 453, in part through the interior of said 137.719 acre Terrell Timmermann Farms tract, for a distance of **436.59 feet** to a calculated point on a point in said interior of the 137.719 acre Terrell Timmermann Farms tract, for an angle point hereof;

THENCE, continuing through said interior of the 137.719 acre Terrell Timmermann Farms tract, the following two (2) courses and distances:

1. **N 07°14'15" E** for a distance of **216.35 feet** to a calculated point;

2. **N 82°45'45" W** for a distance of **599.93 feet** to a calculated point on the west boundary line of said 137.719 acre Terrell Timmermann Farms tract, same being on said east right-of-way line of State Highway 95, for an angle point hereof, from which a 1/2" iron rod set with cap marked "DIAMOND SURVEYING" on the southwest corner of said 137.719 acre Terrell Timmermann Farms tract, same being on the intersection of said east right-of-way line of State Highway 95 and said north right-of-way line of County Road 453, bears S 07°14'15" W for a distance of 479.63 feet;

THENCE, **N 07°14'15" E** with said west boundary line of the 137.719 acre Terrell Timmermann Farms tract, same being with said east right-of-way line of State Highway 95, for a distance of **2665.29 feet** to an iron rod found with cap marked "RPLS 4249" on the northwest corner of said 137.719 acre Terrell Timmermann Farms tract, same being on the southwest corner of the called 17.281 acre tract of land (Tract 2) conveyed to Real Majesty, LLC, recorded in Document No. 2018071011, Official Public Records of Williamson County, Texas, for the most westerly northwest corner hereof;

THENCE, **S 82°26'46" E** with common boundary line of the said 137.719 acre Terrell Timmermann Farms tract and said 17.281 acre Real Majesty tract, for a distance of **1138.55 feet** to an iron rod found with cap marked "RPLS 4249" on the northeast corner of said 137.719 acre Terrell Timmermann tract, same being on the southeast corner of said 17.281 acre Real Majesty tract, same being on a point in said west right-of-way line of M.K. & T. Railroad, for an angle point hereof;

THENCE, **N 68°39'37" E** through the interior of said M.K. & T. Railroad right-of-way, for a distance of **100.00 feet** to a calculated point on said east right-of-way line of M.K. & T. Railroad, same being on the west boundary line of said 65.804 acre Terrell Timmermann

Farms tract, same being on the west boundary line of said 41.517 acre Tract 2, for an angle point hereof;

THENCE, **N 21°20'23" W** with said west boundary line of said 65.804 acre Terrell Timmerman Farms tract, same being with said east right-of-way line of M.K. & T. Railroad, in part with said west boundary line of the 41.517 acre Tract 2, in part with the west boundary line of said 24.287 acre Tract 1, passing at a distance of 718.57 feet, an iron rod found with cap marked 'RPLS 4249" on the northwest corner of said 41.517 acre Tract 2, same being on the southwest corner of said 24.287 acre Tract 1, continuing for a total distance of **1428.90 feet** to an iron rod found with cap marked "RPLS 4249" on the northwest corner of said 65.804 acre Terrell Timmermann Farms tract, same being on the northwest corner of said 24.287 acre Tract 1, same being on aforementioned west boundary line of the remnant portion of the called 737.5 acre Battleground Creek tract, for the most northerly northwest corner hereof;

THENCE, **S 82°27'32" E** with the west boundary line of said 65.804 acre Terrell Timmerman Farms tract, same being with the north boundary line of said 24.287 acre Tract 1, same being with said west boundary line of the remnant portion of the called 737.5 acre Battleground Creek tract, for a distance of **1772.06 feet** to the **POINT OF BEGINNING** hereof and containing 240.68 acres of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System.

THIS DOCUMENT WAS PREPARED UNDER 22 TAC 663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTEREST IMPLIED OR ESTABLISHED BY THE CREATION OF RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

A drawing has been prepared to accompany this metes and bounds description.

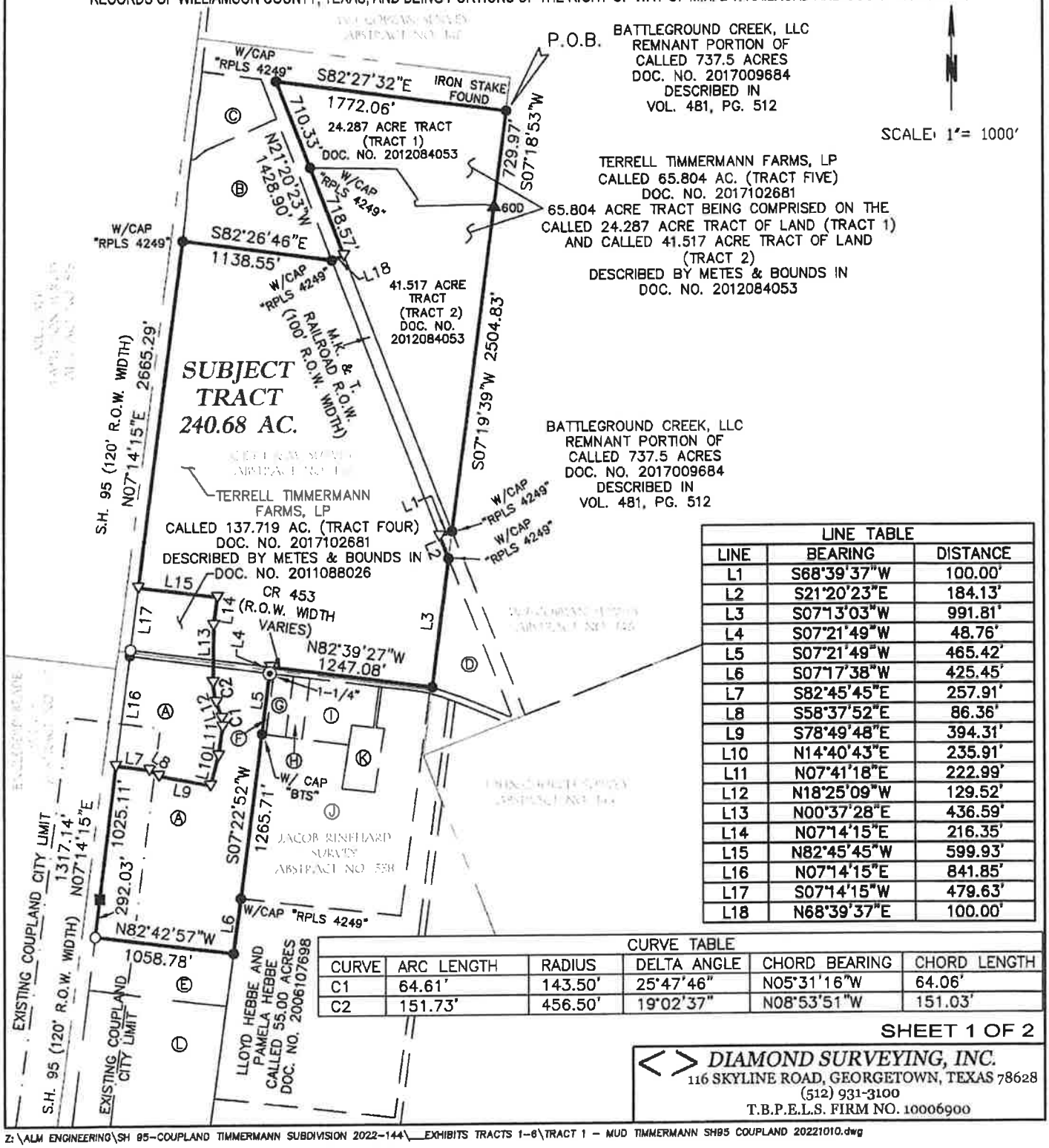
DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NUMBER 10006900

October 10, 2022

SHANE SHAFER, R.P.L.S. NO. 5281 DATE

Z:\ALM ENGINEERING\SH 95-COUPLAND TIMMERMANN SUBDIVISION 2022-144_EXHIBITS TRACTS 1-6\TRACT 1 - MUD TIMMERMANN SH95 COUPLAND M&B.doc

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 240.68 ACRE TRACT OF LAND SITUATED IN THE C.E.P.I. & M. SURVEY, ABSTRACT NO. 153 AND THE JACOB RINEHARD SURVEY, ABSTRACT NO. 538, WILLIAMSON COUNTY, TEXAS, AND BEING A PART OF THE CALLED 137.719 ACRE TRACT OF LAND (TRACT FOUR), SAID 137.719 ACRE TRACT OF LAND BEING DESCRIBED BY METES AND BOUNDS IN DOCUMENT NO. 2011088026, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING ALL OF THE CALLED 65.804 ACRE TRACT OF LAND (TRACT FIVE), SAID 65.804 ACRE TRACT OF LAND BEING COMPRISED OF THE CALLED 24.287 ACRE TRACT OF LAND (TRACT 1) AND THE CALLED 41.517 ACRE TRACT OF LAND (TRACT 2) DESCRIBED BY METES AND BOUNDS IN DOCUMENT NO. 2012084053, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING A PART OF THE NORTH PORTION OF THE CALLED 112.641 ACRE TRACT OF LAND (TRACT ELEVEN), SAVE AND EXCEPT 10.00 ACRE TRACT OF LAND, SAID 112.641 ACRE TRACT AND 10.00 ACRE SAVE AND EXCEPT TRACT BEING DESCRIBED BY METES AND BOUNDS IN VOLUME 1839, PAGE 291, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID TRACTS FOUR, FIVE AND ELEVEN CONVEYED TO TERRELL TIMMERMANN FARMS, LP, RECORDED IN DOCUMENT NO. 2017102681, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING PORTIONS OF THE RIGHT-OF-WAY OF M.K. & T. RAILROAD AND COUNTY ROAD 453.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S68°39'37"W	100.00'
L2	S21°20'23"E	184.13'
L3	S07°13'03"W	991.81'
L4	S07°21'49"W	48.76'
L5	S07°21'49"W	465.42'
L6	S07°17'38"W	425.45'
L7	S82°45'45"E	257.91'
L8	S58°37'52"E	86.36'
L9	S78°49'48"E	394.31'
L10	N14°40'43"E	235.91'
L11	N07°41'18"E	222.99'
L12	N18°25'09"W	129.52'
L13	N00°37'28"E	436.59'
L14	N07°14'15"E	216.35'
L15	N82°45'45"W	599.93'
L16	N07°14'15"E	841.85'
L17	S07°14'15"W	479.63'
L18	N68°39'37"E	100.00'

CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	64.61'	143.50'	25°47'46"	N05°31'16"W	64.06'
C2	151.73'	456.50'	19°02'37"	N08°53'51"W	151.03'

SHEET 1 OF 2

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

Z:\ALM ENGINEERING\SH 95-COUPLAND TIMMERMANN SUBDIVISION 2022-144_EXHIBITS TRACTS 1-6\TRACT 1 - MUD TIMMERMANN SH95 COUPLAND 20221010.dwg

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 240.68 ACRE TRACT OF LAND SITUATED IN THE C.E.P.I. & M. SURVEY, ABSTRACT NO. 153 AND THE JACOB RINEHARD SURVEY, ABSTRACT NO. 538, WILLIAMSON COUNTY, TEXAS, AND BEING A PART OF THE CALLED 137.719 ACRE TRACT OF LAND (TRACT FOUR), SAID 137.719 ACRE TRACT OF LAND BEING DESCRIBED BY METES AND BOUNDS IN DOCUMENT NO. 2011088026, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING ALL OF THE CALLED 65.804 ACRE TRACT OF LAND (TRACT FIVE), SAID 65.804 ACRE TRACT OF LAND BEING COMPRISED OF THE CALLED 24.287 ACRE TRACT OF LAND (TRACT 1) AND THE CALLED 41.517 ACRE TRACT OF LAND (TRACT 2) DESCRIBED BY METES AND BOUNDS IN DOCUMENT NO. 2012084053, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING A PART OF THE NORTH PORTION OF THE CALLED 112.641 ACRE TRACT OF LAND (TRACT ELEVEN), SAVE AND EXCEPT 10.00 ACRE TRACT OF LAND, SAID 112.641 ACRE TRACT AND 10.00 ACRE SAVE AND EXCEPT TRACT BEING DESCRIBED BY METES AND BOUNDS IN VOLUME 1839, PAGE 291, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID TRACTS FOUR, FIVE AND ELEVEN CONVEYED TO TERRELL TIMMERMANN FARMS, LP, RECORDED IN DOCUMENT NO. 2017102681, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING PORTIONS OF THE RIGHT-OF-WAY OF M.K. & T. RAILROAD AND COUNTY ROAD 453.

PROPERTY INFORMATION LIST

Ⓐ = TERRELL TIMMERMANN FARMS, LP
NORTH REMNANT PORTION
CALLED 112.641 AC. (TRACT ELEVEN)
SAVE AND EXCEPT 10.00 ACRES
DOC. NO. 2017102681
SAID 112.641 ACRE TRACT AND
SAID 10.00 ACRE SAVE AND EXCEPT TRACT
DESCRIBED BY METES AND BOUNDS IN
VOL. 1839, PG. 291

Ⓑ = REAL MAJESTY, LLC
CALLED 17.281 AC.
(TRACT 2)
DOC. NO. 2018071011

Ⓒ = REAL MAJESTY, LLC
CALLED 6.022 AC.
(TRACT 1)
DOC. NO. 2018071011

Ⓓ = AMY DOBBS AND
SALVADOR HIRACHETA
CALLED 7.06 AC.
DOC. NO. 2015014867

Ⓔ = COURTNEY PINEDA AND
PABLO CORTINA PINEDA
CALLED 9.916 AC.
DOC. NO. 2013025419
AND
10.00 ACRE SAVE AND
EXCEPT TRACT
DOC. NO. 2017102681

Ⓕ = DARLENE KAYE KONARIK
REMNANT PORTION OF
CALLED 100 ACRES
DOC. NO. 9639809

Ⓖ = WILLIAM EDMONDS AND
SIERRAH EDMONDS
CALLED 1.604 ACRES
DOC. NO. 2019038142

Ⓗ = LOT 1, BLOCK A
MINOR PLAT OF
LOPEZ TRACT
DOC. NO. 2022066911

Ⓘ = JUAN JOSE MARTINEZ AND
SYLVIA KARINA CASTORENA
CALLED 5.156 ACRES
DOC. NO. 2019114941

Ⓙ = LLOYD E. HEBBE AND
PAMELA HEBBE
CALLED 37.269 ACRES
DOC. NO. 2014098617

Ⓚ = ERIC C. KONARIK COSTILLA
CALLED 3.00 ACRES
DOC. NO. 2015079427

Ⓛ = TERRELL TIMMERMANN FARMS, LP
SOUTH REMNANT PORTION
CALLED 112.641 AC. (TRACT ELEVEN)
SAVE AND EXCEPT 10.00 ACRES
DOC. NO. 2017102681
SAID 112.641 ACRE TRACT AND
SAID 10.00 ACRE SAVE AND EXCEPT TRACT
DESCRIBED BY METES AND BOUNDS IN
VOL. 1839, PG. 291

LEGEND

●	IRON ROD FOUND
60D▲	60D NAIL FOUND IN FENCE POST
⊙	IRON PIPE FOUND
■	CONCRETE MONUMENT FOUND
○	1/2" IRON ROD SET WITH CAP MARKED "DIAMOND SURVEYING
▽	CALCULATED POINT
— — — —	APPROXIMATE SURVEY LINE
— · — · —	EXISTING COUPLAND CITY LIMIT
R.O.W.	RIGHT-OF-WAY
P.O.B.	POINT OF BEGINNING
BTS	BRYAN TECH SERVICES

GENERAL NOTES:

1) BEARING BASIS: NAD-83, TEXAS CENTRAL (4203), STATE PLANE SYSTEM.

2) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND DOES NOT SHOW ANY EASEMENTS THAT MAY AFFECT THE SUBJECT TRACT SHOWN HEREON. THIS SURVEY IS NOT INTENDED TO BE USED AS A LAND TITLE SURVEY.

3) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

THIS DOCUMENT WAS PREPARED UNDER 22 TAC 663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTEREST IMPLIED OR ESTABLISHED BY THE CREATION OF RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

SHANE SHAFER, R.P.L.S. NO. 5281 — October 10, 2022 DATE

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

Z:\ALM ENGINEERING\SH 95-COUPLAND TIMMERMANN SUBDIVISION 2022-144__EXHIBITS TRACTS 1-6\TRACT 1 - MUD TIMMERMANN SH95 COUPLAND 20221010.dwg

METES AND BOUNDS DESCRIPTION

FOR A 40.691 ACRE TRACT OF LAND SITUATED IN THE JACOB RINEHARD SURVEY, ABSTRACT NO. 538, WILLIAMSON COUNTY, TEXAS, BEING A PART OF THE SOUTH REMNANT PORTION OF THE CALLED 112.641 ACRE TRACT OF LAND (TRACT ELEVEN), SAVE AND EXCEPT 10.00 ACRE TRACT OF LAND, CONVEYED TO TERRELL TIMMERMANN FARMS, LP, RECORDED IN DOCUMENT NO. 2017102681, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 112.641 ACRE TRACT OF LAND AND SAID 10.00 ACRE SAVE AND EXCEPT TRACT DESCRIBED BY METES AND BOUNDS IN VOLUME 1839, PAGE 291, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS . SAID 40.691 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found on the northwest corner of said south remnant portion of the called 112.641 acre Terrell Timmermann Farms tract, same being on the southwest corner of said 10.00 acre Save and Except tract, same being on the southwest corner of the called 9.916 acre tract of land conveyed to Courtney Pineda and Pablo Cortina Pineda, recorded in Document No. 2013025419, Official Public Records of Williamson County, Texas, same being on the east right-of-way line of State Highway 95 (120' right-of-way width), for the northwest corner and **POINT OF BEGINNING** hereof;

THENCE, **S 82°45'33" E** with common boundary line of the said south remnant portion of the called 112.641 acre Terrell Timmermann Farms tract, said 10.00 acre Save and Except tract, and said 9.916 acre Pineda tract, for a distance of **1057.50 feet** to a 1/2" iron rod found on the northeast corner of said south remnant portion of the called 112.641 acre Terrell Timmermann Farms tract, same being on the southeast corner of said 10.00 acre Save and Except tract, same being on the southeast corner of said 9.916 acre Pineda tract, same being on the west boundary line of the called 55.00 acre tract of land conveyed to Lloyd Hebbe and Pamela Hebbe, recorded in Document No. 2006107698, Official Public Records of Williamson County, Texas, for the northeast corner hereof;

THENCE, **S 07°24'32" W** with common boundary line of the said south remnant portion of the called 112.641 acre Terrell Timmermann Farms tract and said 55.00 acre Hebbe tract, for a distance of **717.86 feet** to 1/2" iron rod found on the southwest corner of said 55.00 acre Hebbe tract, same being on the most westerly northwest corner of the called 15.03 acre tract of land conveyed to Lloyd E. Hebbe and wife, Pamela W. Hebbe, recorded in Document No. 2000084025, Official Public Records of Williamson County, Texas, for an angle point hereof;

THENCE, **S 07°28'43" W** with common boundary line of the said south remnant portion of the called 112.641 acre Terrell Timmermann Farms tract and said 15.03 acre Hebbe tract, for a distance of **342.47 feet** to 1/2" iron rod found on the southwest corner of said 15.03 acre Hebbe tract, same being on the most westerly northwest corner of the called 33.000 acre tract of land conveyed to Lloyd E. Hebbe and wife, Pamela W. Hebbe, recorded in

Volume 1753, Page 335, Official Records of Williamson County, Texas, for an angle point hereof;

THENCE, **S 07°37'25" W** with common boundary line of the said south remnant portion of the called 112.641 acre Terrell Timmermann Farms tract and said 33.000 acre Hebbe tract, for a distance of **397.55 feet** to a calculated point, for the southeast corner hereof, from which a 1/2" iron rod found on a point in said common boundary line of the south remnant portion of the called 112.641 acre Terrell Timmermann Farms tract and the 33.000 acre Hebbe tract, bears S 07°37'25" W for a distance of 162.97 feet;

THENCE, through the interior of said south remnant portion of the called 112.641 acre Terrell Timmermann Farms tract, the following seven (7) courses and distances:

1. **N 82°33'43" W** for a distance of **25.14 feet** to a calculated point;
2. **S 66°17'34" W** for a distance of **346.56 feet** to a calculated point;
3. **S 64°19'06" W** for a distance of **91.49 feet** to a calculated point;
4. **S 42°33'07" W** for a distance of **15.43 feet** to a calculated point;
5. **S 66°05'24" W** for a distance of **78.62 feet** to a calculated point;
6. **N 79°15'51" W** for a distance of **375.80 feet** to a calculated point;
7. **N 87°34'28" W** for a distance of **19.40 feet** to a calculated point;

THENCE, **N 82°01'44" W** in part through the interior of said south remnant portion of the called 112.641 acre Terrell Timmermann Farms tract, in part with the west boundary line of said south remnant portion of the called 112.641 acre Terrell Timmermann Farms tract and the north boundary line of the called 1.00 acre tract of land conveyed to David Bohl and Graciela Cantu, Husband and Wife, recorded in Document No. 2004045711, Official Public Records of Williamson County, Texas, passing at a distance of 12.21 feet, a 1/2" iron rod set with cap marked "DIAMOND SURVEYING" on the northeast corner of said 1.00 acre Bohl/Cantu tract same being on an angle point in said west boundary line of the south remnant portion of the called 112.641 acre Terrell Timmermann Farms tract, continuing for a total distance of **247.03 feet** to a 1/2" iron rod set with cap marked "DIAMOND SURVEYING" on an angle point in said west boundary of the south remnant portion of the called 112.641 acre Terrell Timmermann Farms tract, same being on the northwest corner of said 1.00 acre Bohl/Cantu tract, same being on said east right-of-way line of State Highway 95, for the southwest corner hereof

THENCE, with said west boundary line of the south remnant portion of the called 112.641 acre Terrell Timmermann Farms tract, same being with said east right-of-way line of State Highway 95, the following three (3) courses and distances:

1. **N 13°32'04" E** for a distance of **489.55 feet** to a concrete monument found on the beginning of a curve to the left;

2. With said curve to the left an arc length of **216.43 feet**, said curve having a radius of **1969.86 feet**, a delta angle of **06°17'43"** and a chord which bears **N 10°23'05" E** for a distance of **216.33 feet** to a 1/2" iron rod found, for the end of this curve hereof;

3. **N 07°14'15" E** for a distance of **1011.96 feet** to the **POINT OF BEGINNING** hereof and containing 40.691 acres of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System.

THIS DOCUMENT WAS PREPARED UNDER 22 TAC 663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTEREST IMPLIED OR ESTABLISHED BY THE CREATION OF RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

A drawing has been prepared to accompany this metes and bounds description.

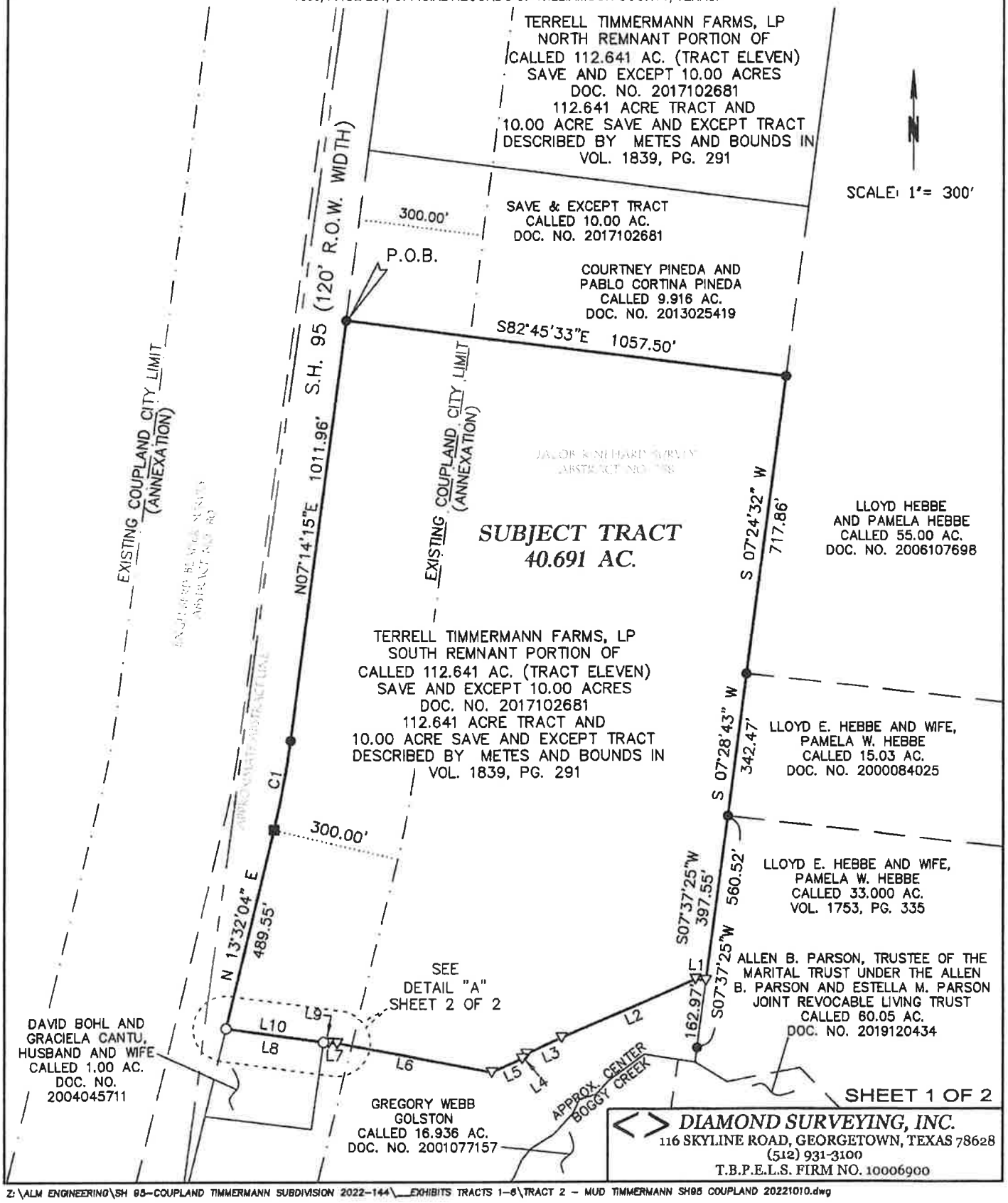
DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NUMBER 10006900

October 10, 2022

SHANE SHAFER, R.P.L.S. NO. 5281 DATE

Z:\ALM ENGINEERING\SH 95-COUPLAND TIMMERMANN SUBDIVISION 2022-144_EXHIBITS TRACTS 1-6\TRACT 2 - MUD TIMMERMANN SH95 COUPLAND M&B.doc

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 40.691 ACRE TRACT OF LAND SITUATED IN THE JACOB RINEHARD SURVEY, ABSTRACT NO. 538, WILLIAMSON COUNTY, TEXAS, BEING A PART OF THE SOUTH REMNANT PORTION OF THE CALLED 112.641 ACRE TRACT OF LAND (TRACT ELEVEN), SAVE AND EXCEPT 10.00 ACRE TRACT OF LAND, CONVEYED TO TERRELL TIMMERMANN FARMS, LP, RECORDED IN DOCUMENT NO. 2017102681, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 112.641 ACRE TRACT AND SAID 10.00 ACRE SAVE AND EXCEPT TRACT DESCRIBED BY METES AND BOUNDS IN VOLUME 1839, PAGE 291, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS.



Z:\ALM ENGINEERING\SH 95-COUPLAND TIMMERMANN SUBDIVISION 2022-144_EXHIBITS TRACTS 1-6\TRACT 2 - MUD TIMMERMANN SH95 COUPLAND 20221010.dwg

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 40.691 ACRE TRACT OF LAND SITUATED IN THE JACOB RINEHARD SURVEY, ABSTRACT NO. 538, WILLIAMSON COUNTY, TEXAS, BEING A PART OF THE SOUTH REMNANT PORTION OF THE CALLED 112.641 ACRE TRACT OF LAND (TRACT ELEVEN), SAVE AND EXCEPT 10.00 ACRE TRACT OF LAND, CONVEYED TO TERRELL TIMMERMANN FARMS, LP, RECORDED IN DOCUMENT NO. 2017102681, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 112.641 ACRE TRACT AND SAID 10.00 ACRE SAVE AND EXCEPT TRACT DESCRIBED BY METES AND BOUNDS IN VOLUME 1839, PAGE 291, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS.

CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	216.43'	1969.86'	6°17'43"	N10°23'05"E	216.33'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N82°33'43"W	25.14'
L2	S66°17'34"W	346.56'
L3	S64°19'06"W	91.49'
L4	S42°33'07"W	15.43'
L5	S66°05'24"W	78.62'
L6	N79°15'51"W	375.80'
L7	N87°34'28"W	19.40'
L8	N82°01'44"W	247.03'
L9	N82°01'44"W	12.21'
L10	N82°01'44"W	234.82'

LEGEND

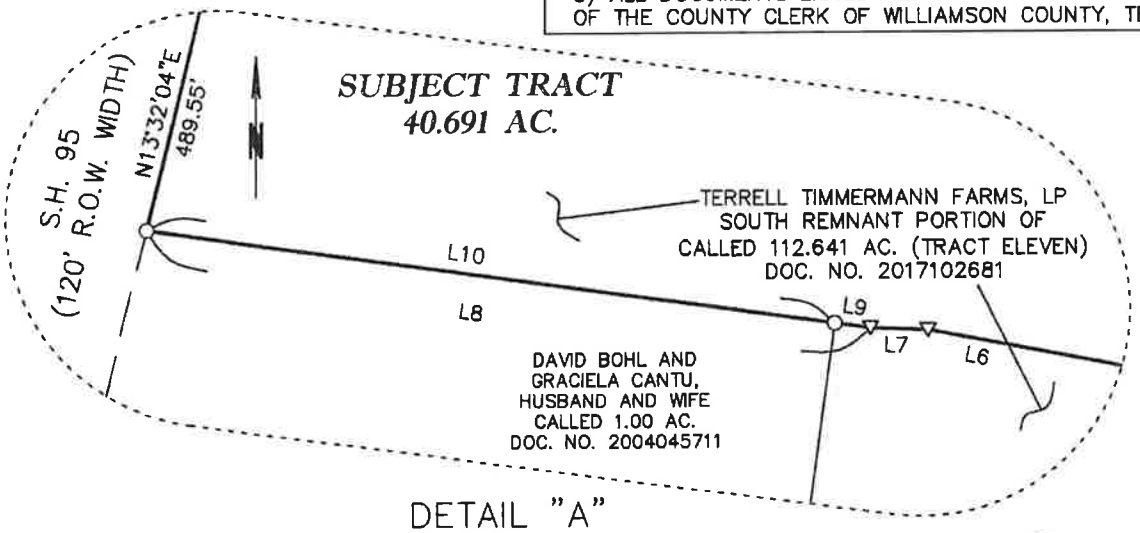
●	IRON ROD FOUND
■	CONCRETE MONUMENT FOUND
○	1/2" IRON ROD SET WITH CAP MARKED "DIAMOND SURVEYING
▽	CALCULATED POINT
— — — —	APPROXIMATE SURVEY LINE
— · — · — · —	EXISTING COUPLAND CITY LIMIT
R.O.W.	RIGHT-OF-WAY
P.O.B.	POINT OF BEGINNING

GENERAL NOTES:

1) BEARING BASIS: NAD-83, TEXAS CENTRAL (4203), STATE PLANE SYSTEM.

2) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND DOES NOT SHOW ANY EASEMENTS THAT MAY AFFECT THE SUBJECT TRACT SHOWN HEREON. THIS SURVEY IS NOT INTENDED TO BE USED AS A LAND TITLE SURVEY.

3) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.



DETAIL "A"
NOT TO SCALE

THIS DOCUMENT WAS PREPARED UNDER 22 TAC 663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTEREST IMPLIED OR ESTABLISHED BY THE CREATION OF RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

SHANE SHAFER, R.P.L.S. NO. 5281 — October 10, 2022 DATE

SHEET 2 OF 2

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

EXHIBIT B

Corridor Project and/or LRTP Arterial Locations

[attached]

ROW DEDICATION - M.U.D. ~8.19 ac.
ROW DEDICATION - COMMERCIAL ~3.00 ac.
ROW VACATION - ~0.65 ac.

R.O.W. DEDICATION	
COUPLAND M.U.D. & COMMERCIAL TRACTS	
COUPLAND	

3-13-2025

MATTHEW MITCHELL 83335 LICENSED PROFESSIONAL ENGINEER STATE OF TEXAS

ALM ENGINEERING, INC.
CONSULTING ENGINEERS F-3565
PO BOX 536
Dripping Springs, TX 78620
(512)431-9600 * matt@almengr.com

SCALE:	1"=200'
DATE:	
JOB:	
DRAWN BY:	NRM
CHECKED BY:	MM

#	REVISION	DATE

Commissioners Court - Regular Session **45.**

Meeting Date: 04/01/2025

Consent and Development Agreement for Williamson County MUD No 61

Submitted For: Adam Boatright **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a Consent and Development Agreement between Williamson County, Sapelo Liberty Hill, LP, and the proposed Williamson County Municipal Utility District No. 61.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Consent and Development Agreement - WCMUD No 61

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/27/2025 02:58 PM
Form Started By: Adam Boatright		Started On: 03/27/2025 07:48 AM
Final Approval Date: 03/27/2025		

CONSENT AND DEVELOPMENT AGREEMENT

AMONG

WILLIAMSON COUNTY, TEXAS;

SAPELO LIBERTY HILL, LP;

AND

WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 61

CONSENT AND DEVELOPMENT AGREEMENT

This **CONSENT AND DEVELOPMENT AGREEMENT** (this "*Agreement*") is by **Williamson County, Texas**, a Texas political subdivision (the "*County*"), and **Sapelo Liberty Hill, LP,** a Texas limited partnership (the "*Owner*"). Subsequent to its creation, Williamson County Municipal Utility District No. 61, a proposed municipal utility district to be created pursuant to Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54, Texas Water Code as contemplated by this Agreement (the "*District*"), will become a party to this Agreement. The County, the Owner and the District are sometimes referred to individually herein as a "*Party*" and collectively as the "*Parties*".

RECITALS

WHEREAS, the Owner owns approximately 143.394 acres of land located within the boundaries of the County (the "*Land*"); and

WHEREAS, the Land is more particularly described by metes and bounds and map depiction on the attached **Exhibit A**; and

WHEREAS, the Owner intends that the Land will be developed in phases as a master-planned, residential community that will include park and recreational facilities to serve the Land; and

WHEREAS, the Owner and the County wish to enter into this Agreement to encourage innovative and comprehensive master-planning of the Land, provide certainty of regulatory requirements throughout the term of this Agreement, and result in a high-quality development for the benefit of the present and future residents of the County and the Land; and

WHEREAS, the Owner has proposed to create the District over the Land pursuant to an application to be filed with the Texas Commission on Environmental Quality (the "TCEQ"); and

WHEREAS, the purposes of the proposed District include designing, constructing, acquiring, installing, and financing, water, wastewater, and drainage utilities, roads and improvements in aid of roads, park and recreational facilities, and other public improvements as authorized by the Texas Constitution and Texas Water Code to serve the area within the District (collectively, the "*District Improvements*"); and

WHEREAS, construction of the District Improvements will occur in phases, as determined by the District and the Owner, and in accordance with this Agreement; the applicable regulations of the County; Chapters 49 and 54, Texas Water Code, as amended; the rules and regulations of the TCEQ, as amended; and applicable state and federal regulations (collectively, the "*Applicable Regulations*"); and

WHEREAS, subsequent to its creation, the District is authorized to enter into this Agreement pursuant to the provisions of Texas law, including but not limited to, Chapters

49 and 54, Texas Water Code, as amended; and Chapter 791, Texas Government Code, as amended; and

WHEREAS, the County is a political subdivision of the State of Texas and the County has the authority to enter into this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the agreements set forth below, the Parties contract as follows:

ARTICLE I
DEFINITIONS

Section 1.01. Definitions. In addition to the terms defined elsewhere in this Agreement or in the County's regulations, the following terms and phrases used in this Agreement will have the meanings set out below:

Applicable Rules means the County's Subdivision Regulations, and the County's rules and regulations in effect as of the date of County's execution of this Agreement, including the Long Range Transportation Plan ("LRTP"), as amended by: (i) any amendments authorized by Chapter 245, Texas Local Government Code; (ii) any variances, waivers, and exceptions to such rules that are approved by the County; (iii) any applicable interlocal agreement to which the County is a party; and (iv) any additional restrictions or regulations agreed to by Owner in writing.

Agreement means this Consent and Development Agreement.

Commission or TCEQ means the Texas Commission on Environmental Quality or its successor agency.

County means Williamson County, Texas.

District means the Municipal Utility District identified herein-above, a political subdivision of the State of Texas to be created over the Land.

District Improvements means the water, wastewater, and drainage utilities, roads and improvements in aid of roads, park and recreational facilities, and other public improvements, as authorized by the Texas Constitution and Texas Water Code, to serve the District.

Land means approximately 143.394 acres of land located in Williamson County, Texas, as described by metes and bounds on **Exhibit A**.

LRTP means the Williamson County Long Range Transportation Plan as adopted on the date of the County's execution of this Agreement.

Owner means the owner of the Land, identified herein-above, its company or its successors and assigns under this Agreement.

Provisional Acceptance means the County accepting a roadway after the completion of construction and approval by the County for traffic operations only, but not for maintenance.

Reimbursement Agreement means any agreement between Owner and District for the reimbursement of eligible costs associated with the construction of any works, improvements, facilities, plants, equipment and appliances necessary to accomplish any purpose or function permitted by the District.

Road Projects means any road projects or improvements in aid of such road projects that the District is authorized to undertake pursuant to Article III, Section 52, Article XVI, Section 59 of the Texas Constitution, as amended, or Chapters 49 and 54, Texas Water Code, as amended, or otherwise pursuant to any authority granted to the District by special act of the Texas Legislature or by Texas law.

Subdivision Regulations means the Williamson County Subdivision Regulations adopted and effective as of December 7, 2021.

Subdivision Roads means all roads within the Land, regardless of size or functional classification, that are not identified as LRTP Arterials or Corridor Projects within the LRTP. Subdivision Roads include, but are not limited to the pavement structure (including but not limited to HMA or concrete surface, base material, subgrade material, geogrid, pavement striping, curbs, gutters, and shoulders), any stormwater conveyance devices (including but not limited to culverts, ditches, channels, storm drains, and inlets), structural components (including but not limited to bridges, bridge-class culverts, and retaining walls), water quality and detention devices, vegetation control, and any improvements in aid of roads.

ARTICLE II
CREATION OF DISTRICT AND EXECUTION OF AGREEMENTS

Section 2.01. Creation of District. The County acknowledges receipt of notice of the Owner's request to the TCEQ for creation of the District over the Land. The County agrees that this Agreement will constitute and evidence the County's non-opposition to the creation of the District and that no further action will be required on the part of the County related to the creation of the District. Within ten (10) business days after the County's execution of this Agreement, the County shall withdraw its request for a contested case hearing and withdraw as a party from the TCEQ proceeding captioned *Petition by Sapelo Liberty Hill LP for the creation of Williamson County Municipal Utility District No. 61, TCEQ Docket No. 2025-0466-DIS ("TCEQ Proceeding")*. Owner shall have, in addition to the additional remedies set forth in Article V, the right to terminate this Agreement in the event the County fails to withdraw from the TCEQ Proceeding in accordance with this paragraph, in which case this Agreement shall be null and of no further force or effect.

Section 2.02. District Execution of Agreement. The Owner shall cause the District's Board of Directors to approve, execute, and deliver to the County this Agreement within thirty (30) days after the date the District's Board of Directors holds its organizational meeting.

ARTICLE III
ROADWAY IMPROVEMENTS

Section 3.01. Right of Way Dedications.

(a) LRTP Corridor Project Dedication. The County has adopted a LRTP which provides for the planning and future construction of certain road corridors within the County ("Corridor Project"). The Owner, or an affiliated entity under common control of the Owner, will convey, or cause to be conveyed, by special warranty deed, in fee simple and free and clear of all liens and encumbrances, to County, at no cost to the County, 100% of the right-of-way owned by Owner, or an affiliated entity under common control of the Owner, required for any roads which are shown within and/or adjacent to the boundaries of the Land as Corridor Projects in the LRTP, as depicted in **Exhibit B,** within the earlier of thirty (30) days after the final alignment for any Corridor Project is set; or, in the case that a final alignment for any Corridor Project has not been set, prior to the approval of any preliminary plat containing any Corridor Project within or adjacent to the Land. To the extent the right-of-way dedication is needed on land that is outside the boundaries of the Land and that is not otherwise owned by Owner, or an affiliated entity under common control of the Owner, the County shall be responsible for acquiring said right-of-way.

(b) LRTP Arterial(s) Dedication. The Owner, or an affiliated entity under common control of the Owner, will dedicate to the County, in fee simple and free and clear of all liens and encumbrances, at no cost to the County, through plat or otherwise, as determined by the County, 100% of the right-of-way owned by the Owner, or an affiliated entity under common control of the Owner, required for any roads which are shown within and/ or adjacent to the boundaries of the Land as arterial roadways in the LRTP ("LRTP Arterial(s)"), as depicted in **Exhibit B**. To the extent the right-of-way dedication is needed on land that is outside the boundaries of the Land and is not owned by Owner, or an affiliated entity under common control of the Owner, the County shall be responsible for acquiring said right-of-way.

(c) Right of Way Reimbursements. The Owner reserves the right to seek reimbursement for any such right-of-way dedications from the District in accordance with the laws of the State of Texas. The Parties acknowledge that the final location of any Corridor Project and/or LRTP Arterial(s) right-of-way may be subject to minor changes from those shown on **Exhibit B**, subject to approval by Owner which will not be unreasonably withheld. Owner shall have no obligation to convey any lands to the County not located within or adjacent to the Land.

Section 3.02. Road Construction. Except in cases when the Owner or District constructs a portion of a Corridor Project to serve the District pursuant to the Applicable Rules, the County agrees that it or another governmental entity, not including the District, will be responsible for the design and construction of any Corridor Project and paying the cost for same. The actual construction date of any Corridor Project is at this time undetermined and dependent upon the success of future County or City road bond elections. The construction of all Subdivision Roads shall be the responsibility of the Owner or the District and shall be constructed pursuant to the Applicable Rules. The Owner shall be entitled to reimbursement for expenses of such Subdivision Roads from

the District, as allowed by the laws of the State of Texas.

Section 3.03. Road Maintenance. The County will not ever accept the Subdivision Roads for maintenance and the Owner and District acknowledge and agree that the District shall be solely responsible for all maintenance, repair and/or reconstruction of Subdivision Roads, including paying the cost for same, and, except for traffic operations, the County shall not be responsible those items. The Owner hereby acknowledges and agrees that it shall cause the District creation to include the powers and authority necessary to maintain, repair and or reconstruct such Subdivision Roads. The District shall not be responsible for maintenance of any roads other than Subdivision Roads.

ARTICLE IV
DEVELOPMENT OF LAND

Section 4.01. Uniform and Continued Development. The Parties intend that this Agreement provides for the uniform review and approval of plats and development plans for the Land; and provide other terms and consideration. Accordingly, the portion of the Land within the County will be developed and the infrastructure required for such portion of the Land will be designed and constructed in accordance with the Applicable Rules and this Agreement. Subject to the terms and conditions of this Agreement, the County confirms and agrees that the Owner has vested authority to develop the portion of the Land located in the County in accordance with the Applicable Rules. Changes or modifications to the Applicable Rules adopted after the date of County's execution of this Agreement will only be applicable to the extent permitted by Chapter 245, Texas Local Government Code. If there is any conflict between the Applicable Rules and the terms of this Agreement, the terms of this Agreement will control.

Section 4.02. Additional Land. Any land located in Williamson County, Texas that is added to the District in addition to the Land described in **Exhibit A**, whether by annexation or any other means, shall be considered part of the Land and subject to the terms and conditions of this Agreement; provided, however, such additional land, other than the land described in **Exhibit C** which land is owned by Owner and anticipated to be annexed into the District, shall be excepted from the vesting rights set out in Section 4.01 and shall be developed in accordance the Applicable Rules in effect on the date a complete plat application or development permit is filed with the County for the specific portion of the additional land that is sought to be developed. The land described in **Exhibit C** shall be vested under the vesting rights set out in Section 4.01 so long as such land is annexed into the District within one hundred twenty (120) days of creation of the District.

Section 4.03. Manufactured Home for District Elections. One (1) HUD-certified manufactured home may be located within the Land solely for the purpose of providing qualified voters within the District for the District's confirmation, director, and bond elections. The manufactured home permitted by this Agreement will not require any permit or other approval by the County and will be promptly removed when no longer needed.

ARTICLE V
TERM, ASSIGNMENT, AND REMEDIES

Section 5.01. Term. The term of this Agreement shall commence following the County's and Owner's execution hereinbelow and shall continue until the District is dissolved in accordance with the laws of the State of Texas or until this Agreement terminates by its terms, whichever is sooner.

Section 5.02. Termination and Amendment by Agreement. This Agreement may be terminated or amended as to all of the Land at any time by mutual written consent of the County, the Owner, and following creation of the District, the District. This Agreement may be terminated or amended only as to a portion of the Land at any time by the mutual written consent of the County, the owner of the portion of the Land affected by the amendment or termination and, following creation of the District, the District. After full-build out of the Land and issuance of all bonds by the District for reimbursement of Owner's eligible costs, this Agreement may be terminated or amended at any time by the mutual written consent of the County and the District.

Section 5.03. Assignment.

(a) This Agreement, and the rights of the Owner hereunder, may be assigned by the Owner, with the County's written consent which will not be unreasonably withheld, as to all or any portion of the Land. Any assignment will be in writing, specifically set forth the assigned rights and obligations, be executed by the proposed assignee, and be delivered to the County. Notwithstanding the foregoing, Owner shall have the right to assign the Agreement, in whole or in part, to any affiliated entity under common control of the Owner without the County's written consent; provided, however, that the Owner shall provide the County written notice of the assignment to the affiliated entity under common control.

(b) The terms of this Agreement will run with the Land and will be binding upon the Owner and its permitted assigns, and shall survive judicial or non-judicial foreclosure, for so long as this Agreement remains in effect.

(c) This Agreement is not intended to be binding upon, or create any encumbrance to title as to, any ultimate consumer who purchases a fully subdivided, developed, and improved lot within the Land.

Section 5.04. Remedies.

(a) If the County defaults under this Agreement, the Owner or the District may give notice setting forth the event of default ("*Notice*") to the County. If the County fails to cure any default that can be cured by the payment of money ("*Monetary Default*") within forty-five (45) days from the date the County receives the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within forty-five (45) days of the date of the Notice, and thereafter to diligently pursue such cure to completion, the Owner or the District may enforce this Agreement by injunctive relief or a writ of mandamus from a Williamson County District Court or terminate this Agreement.

(b) If the Owner or the District defaults under this Agreement, the County may give Notice to the defaulting party. If the Owner or the District fails to cure any Monetary Default within forty-five (45) days from the date it receives the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within forty-five (45) days of the date of the Notice, and thereafter to diligently pursue such cure to completion, the County may enforce this Agreement by injunctive relief against the defaulting party from a Williamson County District Court or terminate this Agreement. If Owner fails to cause the District's Board of Directors to approve, execute, and deliver to the County this Agreement as required by Section 2.02 of this Agreement, the County shall have the right to enjoin Owner from executing any Reimbursement Agreements with the District and collecting reimbursements from the District for Owner's eligible costs.

(c) If any Party defaults, the prevailing Party in the dispute will be entitled to recover its reasonable attorney's fees, expenses, and court costs from the non-prevailing Party.

ARTICLE VI
MISCELLANEOUS PROVISIONS

Section 6.01. Notice. Any notice given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the Party to be notified and with all charges prepaid; or (ii) by depositing it with Federal Express or another service guaranteeing "next day delivery", addressed to the Party to be notified and with all charges prepaid; or (iii) by personally delivering it to the Party, or any agent of the Party listed in this Agreement. Notice by United States mail will be effective on the earlier of the date of receipt or three (3) days after the date of mailing. Notice given in any other manner will be effective only when received. For purposed of notice, the addresses of the Parties will, until changed as provided below, be as follows:

County: Williamson County
Attn: County Judge
710 Main Street, Ste. 101
Georgetown, Texas 78628

District: Williamson County Municipal Utility District No. 61
c/o Allen Boone Humphries Robinson LLP
Attn: Ryan Harper
919 Congress Avenue, Suite 1500
Austin, Texas 78701

Owner(s): Sapelo Liberty Hill LP
Attn: Justin Reynolds
1608 West 5th Street, Suite 240
Austin, Texas 78703

The Parties may change their respective addresses to any other address within the United States of America by giving at least five days' written notice to the other party.

Section 6.02. Severability. If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid, or enforceable provision as is possible.

Section 6.03. Waiver. Any failure by a Party to insist upon strict performance by the other party of any material provision of this Agreement will not be deemed a waiver thereof or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

Section 6.04. Applicable Law and Venue. The interpretation, performance, enforcement, and validity of this Agreement is governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Williamson County, Texas.

Section 6.05. Entire Agreement. This Agreement contains the entire agreement of the Parties. There are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement. This Agreement supersedes all other agreements between the Parties concerning the subject matter.

Section 6.06. Exhibits, Headings, Construction, and Counterparts. All schedules and exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. The Parties acknowledge that each of them has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this

Agreement or any exhibits hereto. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument.

Section 6.07. Time. Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays, and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday, or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday, or legal holiday.

Section 6.08. Authority for Execution. The County certifies, represents, and warrants that the execution of this Agreement has been duly authorized and adopted in conformity with state law. The Owner and District hereby certifies, represents, and warrants that the execution of this Agreement has been duly authorized and adopted in conformity with the constituent documents of each person or entity executing on behalf of the Owner and District.

Section 6.09 Force Majeure. If, by reason of force majeure, any Party is rendered unable, in whole or in part, to carry out its obligations under this Agreement, the Party whose performance is so affected must give notice and the full particulars of such force majeure to the other Parties within a reasonable time after the occurrence of the event or cause relied upon, and the obligation of the Party giving such notice, will, to the extent it is affected by such force majeure, be suspended during the continuance of the inability but for no longer period. The Party claiming force majeure must endeavor to remove or overcome such inability with all reasonable dispatch. The term "*force majeure*" means Acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas, or of any court or agency of competent jurisdiction or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, vandalism, explosions, breakage or accidents to machinery, pipelines or canals, or inability on the part of a Party to perform due to any other causes not reasonably within the control of the Party claiming such inability.

Section 6.10. Interpretation. As used in this Agreement, the term "including" means "including without limitation" and the term "days" means calendar days, not business days. Wherever required by the context, the singular shall include the plural, and the plural shall include the singular. Each defined term herein may be used in its singular or plural form whether or not so defined.

Section 6.11. No Third-Party Beneficiary. This Agreement is solely for the benefit of the Parties, and neither the County, the District, nor the Owner intends by any provision of this Agreement to create any rights in any third-party beneficiaries or to confer any benefit upon or enforceable rights under this Agreement or otherwise upon anyone other than the County, the District, and the Owner (and any permitted assignee of the Owner).

Section 6.12. Exhibits. The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

Exhibit A - Metes and Bounds Description and Map of the Land

Exhibit B - LRTP Corridor Project and/or Arterial Locations

Exhibit C - Metes and Bounds Description and Map of 13.14 acre tract

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement on the dates indicated below.

(Signatures on the following pages.)

WILLIAMSON COUNTY, TEXAS
(COUNTY)

By:_____

Name: _____

Title: As Presiding Officer of the Williamson County Commissioners Court

Date:_____

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on _____, 20___, by _____, as Presiding Officer of the Williamson County Commissioners Court, on behalf of said County.

_____
Notary Public Signature

(Seal)

OWNER:

SAPELO LIBERTY HILL, LP
a Texas limited partnership

By: Sapelo Liberty Hill GP, LLC
a Texas limited liability company
its general partner

By: Sapelo Real Estate Group, LLC,
a Texas limited liability company
its sole manager

By: _____
Name: Justin Reynolds
Title: Manager

Date: 3/27/25

Address for Notice:

Sapelo Liberty Hill LP
Attn: Justin Reynolds
1608 West 5th Street, Suite 240
Austin, TX 78703

THE STATE OF Texas §
§
COUNTY OF Hays §

This instrument was acknowledged before me on the 27th day of March, 2025, by Justin Reynolds, Manager of Sapelo Real Estate Group, LLC, a Texas limited liability company, and sole manager of Sapelo Liberty Hill GP, LLC, a Texas limited liability company, and general partner of SAPELO LIBERTY HILL, LP, a Texas limited partnership, on behalf of said limited partnership and limited liability companies.

MARY HENDRIX
My Notary ID # 131598001
Expires June 7, 2026

(SEAL)

Mary Hendrix
Notary Public Signature

WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 61

By:_____

Name:_____

Title:_____

Date:_____

Address for Notice:

Williamson County Municipal Utility District No. 61
c/o Allen Boone Humphries Robinson LLP
Attn: Ryan Harper
919 Congress Avenue, Suite 1500
Austin, TX 78701

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, _____, by _____, President of the Board of Directors of Williamson County Municipal Utility District No. 61, on behalf of said District.

_____
(SEAL) Notary Public Signature

EXHIBIT A

Metes and Bounds Description
and
Map of the Land

[attached]

EXHIBIT A

C&R SURVEYING, LLC
"Accurate by Design"

CANADY TRACT
J.C. WHITLEY SURVEY, ABSTRACT NO. 719 AND
THOMAS W. SCOTT SURVEY, ABSTRACT NO. 734
143.394 ACRE MUD BOUNDARY

DESCRIPTION OF 143.394 ACRES OF LAND SITUATED IN WILLIAMSON COUNTY, TEXAS, OUT OF THE J.C. WHITLEY SURVEY, ABSTRACT NO. 719 AND THE THOMAS W. SCOTT SURVEY, ABSTRACT NO. 734, BEING A PORTION OF THAT CERTAIN 171.69 ACRE TRACT CONVEYED TO LISA LAMINACK AND JOE ED CANADY, JR. IN A DEED OF RECORD IN DOCUMENT NO. 2023011044, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND BEING DESCRIBED AS A PORTION OF A 180 ACRE TRACT DESCRIBED IN VOLUME 320, PAGE 130, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 143.394 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found in the southerly line of F.M. Highway No. 1869 (80' R.O.W.), at the northwesterly corner of that certain 0.50 acre tract of land described in a Deed of record to Chisholm Trail Special Utility District in Document No. 9906326, Official Records of Williamson County, Texas, for the northeasterly corner of the herein described tract;

THENCE over and across said 180 Acre Tract, with the westerly and southerly lines of said 0.50 Acre Tract, the following two (2) courses:

1. S21°13'17"E, a distance of 252.10 feet to a 1/2" iron rod found at the southwesterly corner of said 0.50 Acre Tract;

2. N57°03'25"E, a distance of 92.20 feet to a 1/2" iron rod found in the westerly line of Lot 9, Block A, The Overlook, a subdivision of record in Cabinet U, Slides 100-103, Plat Records of Williamson County, Texas, same being the easterly line of said 180 Acre Tract, at the southeasterly corner of said 0.50 Acre Tract;

THENCE with the easterly line of said 180 Acre Tract, same being in part the westerly lines of said lot 9, that certain 7.50 acre tract of land described in a Deed of record to Ching-Shuenn Wu, Et Ux in Volume 800, Page 728, Deed Records of Williamson County, Texas, and that certain 15.00 acre tract of land conveyed to Ching-Shuenn Wu and Mei-Jane Wu, in Document No. 2023052948, Official Public Records of Williamson County, Texas and described in Volume 700, Page 803, Deed Records of Williamson County, Texas, as found occupied on the ground, the following eighteen (18) courses:

1. S21°13'37"E, a distance of 929.11 feet to a fence post for corner found at the common westerly corner of said Lot 9 and said 7.50 Acre Tract;

2. S22°03'43"E, a distance of 141.14 feet to a fence post for corner found;

3. S21°41'10"E, a distance of 168.03 feet to a fence post for corner found;

4. S20°12'58"E, a distance of 40.40 feet to a 60d nail found in a dead tree;

5. S11°46'39"E, a distance of 36.86 feet to a fence post for corner found;

6. S50°07'28"E, a distance of 102.90 feet to a fence post for corner found;

7. S49°41'28"E, a distance of 107.32 feet to a calculated point;

8. S39°22'01"E, a distance of 20.78 feet to a fence post for corner found;

9. S03°39'12"W, a distance of 27.29 feet to a fence post for corner found;

10. S08°12'39"W, a distance of 65.27 feet to a calculated point;

11. S08°15'19"E, passing at a distance of 29.93, a 1/2" iron rod found and continuing for a total distance of 55.16 feet to a fence post for corner found;

12. S21°37'05"E, a distance of 69.52 feet to a fence post for corner found;

13. S14°47'18"E, passing the common westerly corner of said 7.50 Acre Tract and said 15.00 Acre Tract and continuing for a distance of 76.16 feet to a 1/2" iron rod found;

14. S06°22'21"E, a distance of 13.50 feet to a 1/2" iron rod found;

15. S01°17'43"W, a distance of 114.50 feet to a fence post for corner found;

16. S20°07'34"E, a distance of 21.28 feet to a 60d nail found in a live oak tree;

17. S21°41'32"E, a distance of 418.78 feet to a fence post for corner found;

18. S21°17'05"E, a distance of 235.45 feet to a 1/2" iron rod found in the northerly line of that certain 80.54 acre tract of land described in a deed of record to Liberty 1651 LLC in Document No. 2021086347, Official Public Records of Williamson County, Texas, at the southwesterly corner of said 15.00 Acre tract, for the southeasterly corner of said 180 Acre Tract and the herein described tract;

THENCE with the southerly line of said 180 Acre Tract, same being in part the northerly lines of said 80.54 Acre Tract, and Lot 2, Dossey Subdivision, a subdivision of record in Document No. 2012030378, Official Public Records of Williamson County, Texas, the following thirteen (13) courses:

1. S68°05'32"W, a distance of 232.21 feet to an iron rod with "Forest" Cap found;

2. S68°01'49"W, a distance of 270.89 feet to an iron rod with illegible cap found;

3. S67°55'24"W, a distance of 418.47 feet to a fence post for corner found;

4. S67°26'44"W, a distance of 203.52 feet to a 1/2" iron rod found at the common northerly corner of said 80.54 Acre Tract and said Lot 2;

5. S68°03'14"W, a distance of 171.12 feet to an iron rod with "Forest" Cap found;

6. S64°59'39"W, a distance of 46.76 feet to an iron rod with "Forest" Cap found;

7. S65°51'24"W, a distance of 22.30 feet to a 60d nail marked "MH" found in a Cedar Tree;

8. S60°44'58"W, a distance of 28.22 feet to an iron rod with "Forest" Cap found;

9. S63°32'13"W, a distance of 59.25 feet to a 1/2" iron rod found;

10. S71°37'59"W, a distance of 14.40 feet to a 60d nail marked "MH" found in a Cedar Tree;

11. N83°11'04"W, a distance of 25.71 feet to a 60d nail marked "MH" found in a Cedar Tree;

12. S68°57'32"W, a distance of 252.00 feet to a 1/2" iron rod found;

13. S67°49'56"W, a distance of 135.87 feet to a calculated point, for the southwesterly corner of the herein described tract, from which a concrete monument found at the northwesterly corner of said Lot 2, bears S67°49'56"W, a distance of 150.34 feet;

THENCE over and across said 180 Acre Tract, the following two (2) courses:

1. Along a curve to the left having a radius of 2401.76 feet, an arc length of 373.92 feet, and a chord which bears N78°55'41"W, a distance of 373.54 feet to a calculated point, for the point of compound curvature of a curve to the left;

2. Along said curve to the left having a radius of 2631.10 feet, an arc length of 1143.37 feet, and a chord which bears N64°54'25"W, a distance of 1134.39 feet to a calculated point in the easterly line of that certain 59.95 acre tract of land described in a Partition Deed of record to Lloyd B. Luker, Jr., Et Ux, in Volume 1848, Page 400, Official Records of Williamson County, Texas, same being the westerly line of said 180 Acre Tract, from which a 1/2" iron rod found at the southwesterly corner of said 180 Acre Tract, bears S20°45'23"E, a distance of 1038.27 feet;

THENCE with the westerly line of said 180 Acre Tract, same being in part the easterly line of said 59.95 Acre Tract, and in part the easterly and northerly lines of that certain 3.19 acre tract of land described in a deed of record to Mark Luker in Document No. 2002008416, Official Public Records of Williamson County, Texas, the following three (3) courses:

1. N20°45'23"W, a distance of 357.51 feet to a 1/2" iron rod found at the southeasterly corner of said 3.19 Acre Tract;

2. N20°50'04"W, a distance of 378.56 feet to an iron pipe found at the northeasterly corner of said 3.19 Acre Tract;

3. S68°49'36"W, passing at a distance of 197.04 feet, a 1/2" iron rod found, and continuing for a total distance of 199.01 feet to a calculated point in the curving southerly line of said F.M. Highway No. 1869, of a curve to the left, for the northwesterly corner of the herein described tract;

THENCE over and across said 180 Acre Tract, with the southerly line of said F.M. Highway No. 1869, the following four (4) courses:

1. Along said curve to the left having a radius of 994.93 feet, an arc length of 271.72 feet, and a chord which bears N43°57'18"E, a distance of 270.88 feet to a TX DOT Type 1 Concrete Highway Monument found at the end of said curve;

2. N35°51'15"E, a distance of 231.15 feet to a TX DOT Type 1 Concrete Highway Monument found at the point of curvature of curve to the left;

3. Along said curve to the left having a radius of 5769.58 feet, an arc length of 487.08 feet, and a chord which bears N33°24'48"E, a distance of 486.94 feet to a TX DOT Type 1 Concrete Highway Monument found at the end of said curve;

4. N30°59'53"E, a distance of 366.12 feet to an iron rod with "HLS" Cap found at the northwesterly corner of that certain 14.00 acre tract of land described in a deed of record to Brandon Canady and Jessica Canady in Document No. 2023105726, Official Public Records of Williamson County, Texas;

THENCE leaving the southerly line of said F.M. Highway No. 1869, and continuing over and across said 180 Acre Tract, with the westerly, southerly and easterly lines of said 14.00 Acre Tract, the following three (3) courses:

1. S37°57'55"E, a distance of 604.03 feet to an iron rod with "HLS" Cap found at the southwesterly corner of said 14.00 Acre Tract;

2. N58°42'51"E, a distance of 1140.60 feet to an iron rod with "HLS" Cap found at the southeasterly corner of said 14.00 Acre Tract;

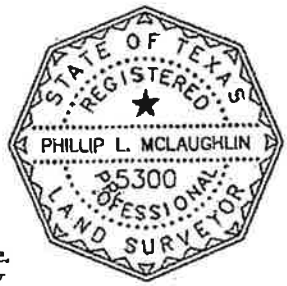
3. N22°18'00"W, a distance of 731.53 feet to an iron rod with "HLS" Cap found in the southerly line of said F.M. Highway No. 1869, at the northeasterly corner of said 14.00 Acre Tract;

THENCE over and across said 180 Acre Tract, with the southerly line of said F.M. Highway No. 1869, the following two (2) courses:

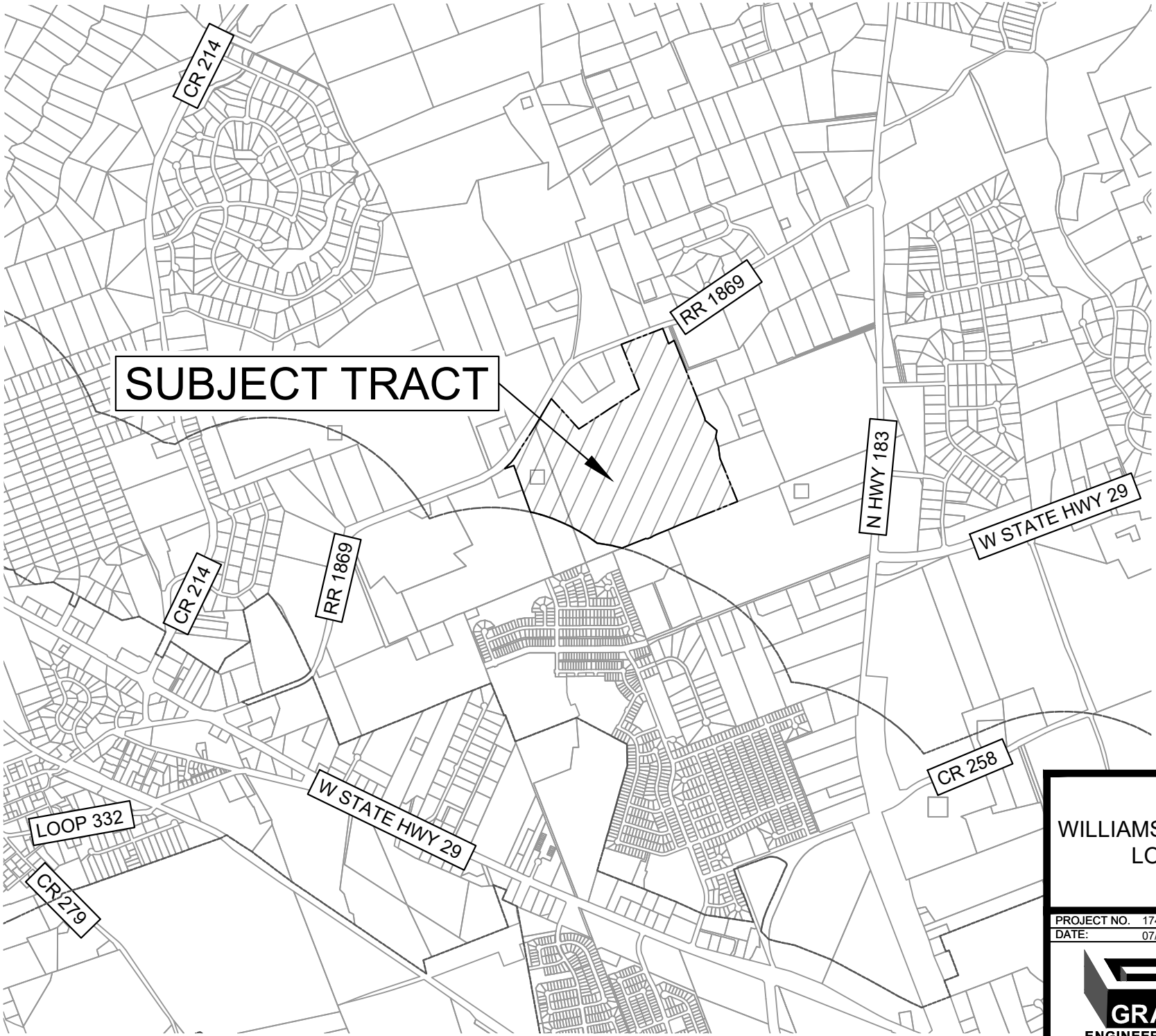
1. N69°09'55"E, passing at a distance of 119.39 feet, a TX DOT Type 1 Concrete Highway Monument found, and continuing for a total distance of 640.50 feet to a 1/2" iron rod found at the point of curvature of a curve to the right;

2. Along said curve to the right having a radius of 2251.83 feet, an arc length of 33.17 feet, and a chord which bears N69°35'15"E, a distance of 33.17 feet to the **POINT OF BEGINNING**, having an area of 143.394 acres of land, more or less.

Phillip L. McLaughlin 09-19-2024
Registered Professional Land Surveyor
State of Texas No. 5300



Bearings are based on the Texas Coordinate System, NAD 83, Central Zone.
G&R Surveying Project No. 24204 Attachments: 24204_GR-MUD-SURVEY



SCALE: 1" = 3000'
GRAPHIC SCALE IN FEET
0 1500' 3000' 6000'

MUD BOUNDARY
ETJ BOUNDARY
SUBJECT TRACT

WILLIAMSON CO. MUD NO. 61
LOCATION MAP

PROJECT NO.	1743-11800	DRAWN BY:	TM
DATE:	07/05/2024	CHECKED BY:	CLO

GRAY ENGINEERING
8834 N. Capital of Texas Hwy.
Austin, Texas 78759
Suite 140
(512)452-0371
FAX(512)454-9933
TBPELS FIRM #2946

H:\PROJECTS\1743 - SAPELO LIBERTY HILL LP\11800 CANADY TRACT (+-158AC)\CAD\EXHIBITS\CANADY ETJ - LOCATION.DWG DATE: 9/18/2024 2:30:28 PM BY: TMARSHALL

EXHIBIT B

Corridor Project and/or LRTP Arterial Locations

[attached]

EXHIBIT B

CORRIDOR PROJECT AND/OR LRTP ARTERIAL LOCATIONS

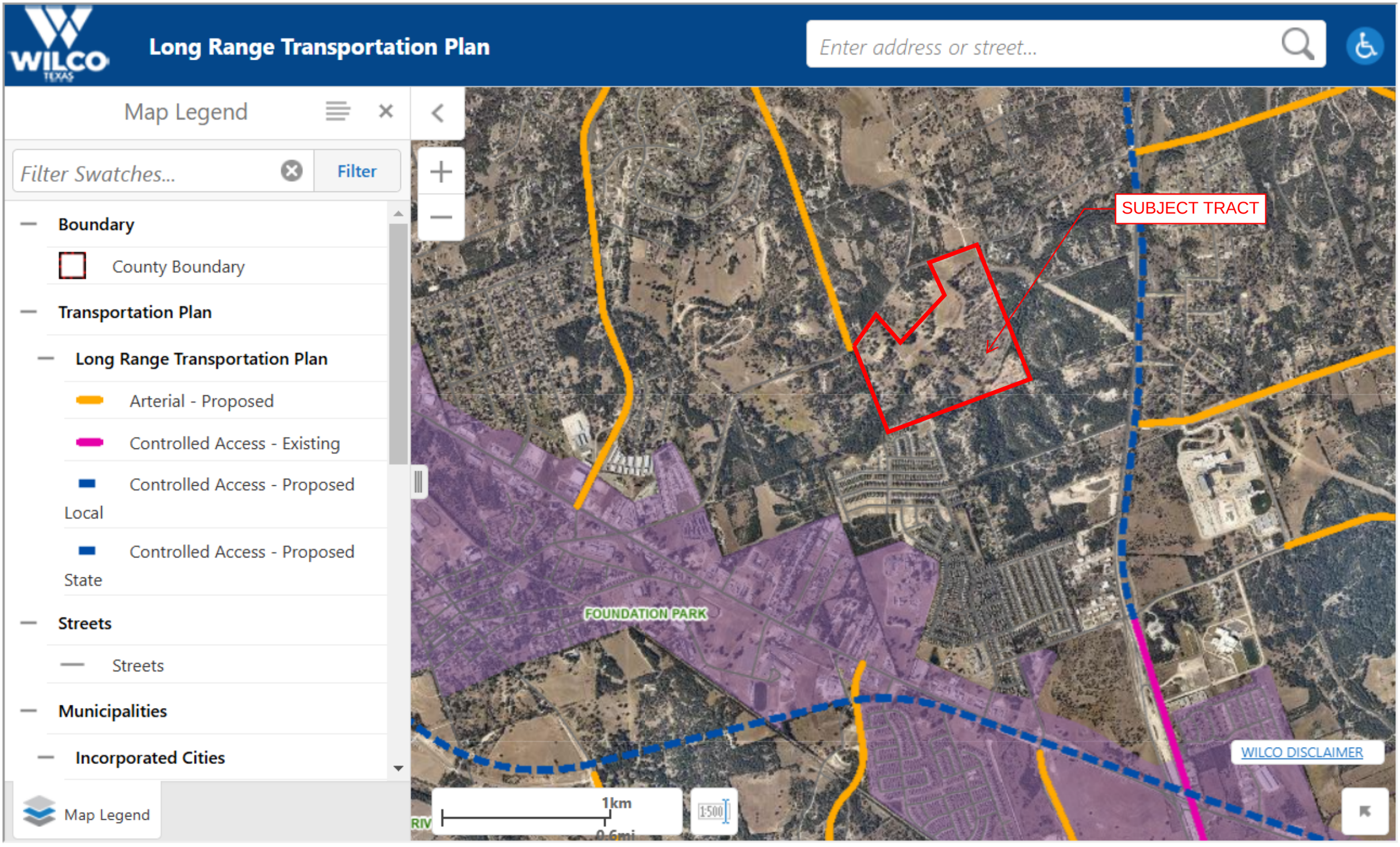


EXHIBIT B

The information provided is from the Williamson County website as of February 19, 2025.

As highlighted, the Williamson County Long Range Transportation Plan as referenced in Section 3.01 of the Development Agreement does not include any future arterials, corridor projects, or other roads or right-of-way needs within the **Subject Property.**

EXHIBIT C

Metes and Bounds Description
and
Map of 13.14 acre tract

CANADY TRACT
J.C. WHITLEY SURVEY, ABSTRACT NO. 719 AND
THOMAS W. SCOTT SURVEY, ABSTRACT NO. 734
13.14 ACRE ETJ BOUNDARY

DESCRIPTION OF 13.14 ACRES OF LAND SITUATED IN WILLIAMSON COUNTY, TEXAS, OUT OF THE J.C. WHITLEY SURVEY, ABSTRACT NO. 719 AND THE THOMAS W. SCOTT SURVEY, ABSTRACT NO. 734, BEING A PORTION OF THAT CERTAIN 171.69 ACRE TRACT CONVEYED TO LISA LAMINACK AND JOE ED CANADY, JR. IN A DEED OF RECORD IN DOCUMENT NO. 2023011044, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND BEING DESCRIBED AS A PORTION OF A 180 ACRE TRACT DESCRIBED IN VOLUME 320, PAGE 130, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 13.14 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at A 1/2" iron rod found in the northerly line of Stonewall Ranch-North Section Twelve Subdivision, a subdivision of record in Document No. 2022009326, Official Public Records of Williamson County, Texas, at the southeasterly corner of that certain 59.95 acre tract of land described in a Partition Deed of record to Lloyd B. Luker, Jr., Et Ux in Volume 1848, Page 400, Official Records of Williamson County, Texas, for the southwesterly corner of said 180 Acre Tract and the herein described tract;

THENCE N20°45'23"W, with the westerly line of said 180 Acre Tract and the easterly line of said 59.95 Acre Tract, a distance of 1038.27 feet to a calculated point, for the northwesterly corner of the herein described tract, from which a 1/2" iron found in the westerly line of said 180 Acre Tract and the easterly line of said 59.95 Acre Tract, at the southeasterly corner of that certain 3.19 acre tract of land described in a Deed of record to Mark Luker in Document No. 2002008416, Official Public Records of Williamson County, Texas, bears N20°45'23"W, a distance of 357.51 feet;

THENCE over and across said 180 Acre Tract, the following two (2) courses:

1. Along a curve to the right having a radius of 2631.10 feet, an arc length of 1143.37 feet, and a chord which bears S64°54'25"E, a distance of 1134.39 feet to a calculated point of compound curvature to the right;

2. Along said curve to the right having a radius of 2401.76 feet, an arc length of 373.92 feet, and a chord which bears S78°55'41"E, a distance of 373.54 feet to a calculated point in the southerly line of said 180 Acre Tract, same being the northerly line of Dossey Subdivision, a subdivision of record in Document No. 2012030378, Official Public Records of Williamson County, Texas, for the southeasterly corner of the herein described tract, from which a 1/2" iron rod found in the southerly line of said 180 Acre Tract and the northerly line of said Dossey Subdivision, bears N67°49'56"E, a distance of 135.87 feet;

THENCE with the southerly line of said 180 Acre Tract, same being in part the northerly line of said Dossey Subdivision, in part the northerly line of Stonewall Ranch-North Section Nine Subdivision, a subdivision of record in Document No. 2021005711, Official Public Records of Williamson County, Texas, and in part the northerly line of said Stonewall Ranch-North Section Twelve Subdivision, the following four (4) courses:

1. S67°49'56"W, a distance of 150.34 feet to a concrete monument found;

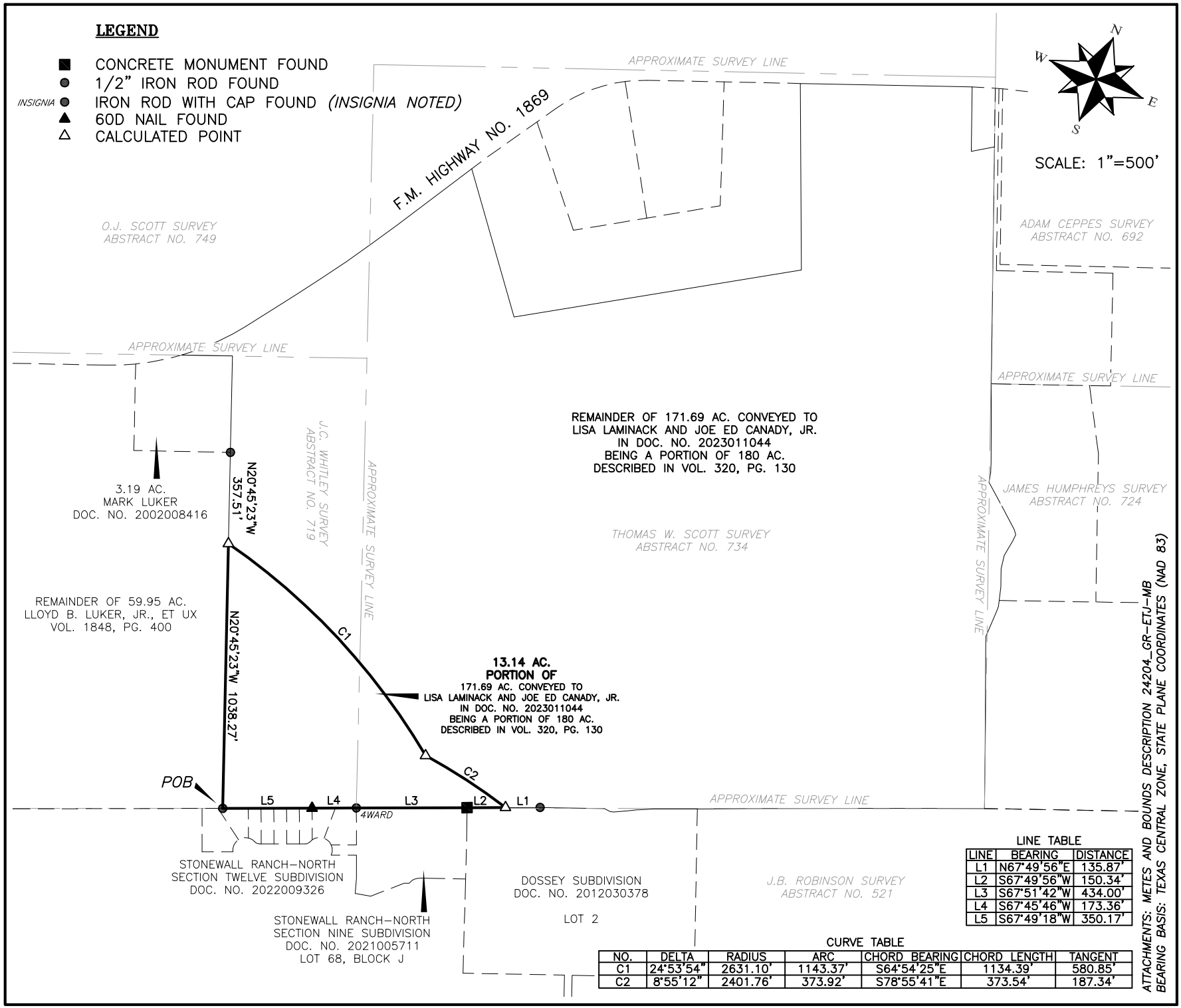
2. S67°51'42"W, a distance of 434.00 feet to an iron rod with 4Ward Cap found;

3. S67°45'46"W, a distance of 173.36 feet to a 60d nail found;

4. S67°49'18"W, a distance of 350.17 feet to the **POINT OF BEGINNING**, having an area of 13.14 acres of land, more or less.

Phillip L. McLaughlin 06-19-2024
Registered Professional Land Surveyor
State of Texas No. 5300

Bearings are based on the Texas Coordinate System, NAD 83, Central Zone.
G&R Surveying Project No. 24204 Attachments: 24204_GR-ETJ-EX



LINE TABLE

LINE	BEARING	DISTANCE
L1	N67°49'56"E	135.87'
L2	S67°49'56"W	150.34'
L3	S67°51'42"W	434.00'
L4	S67°45'46"W	173.36'
L5	S67°49'18"W	350.17'

CURVE TABLE

NO.	DELTA	RADIUS	ARC	CHORD BEARING	CHORD LENGTH	TANGENT
C1	24°53'54"	2631.10'	1143.37'	S64°54'25"E	1134.39'	580.85'
C2	8°55'12"	2401.76'	373.92'	S78°55'41"E	373.54'	187.34'

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 24204_GR-ETJ-MB
BEARING BASIS: TEXAS CENTRAL ZONE, STATE PLANE COORDINATES (NAD 83)

GR&
SURVEYING, LLC
1805 OUIDA DR.
AUSTIN, TEXAS 78728
PHONE: (512) 267-7430
FAX: (512) 836-8385
FIRM NO. 10032000

13.14 ACRES OF LAND SITUATED IN WILLIAMSON COUNTY, TEXAS, OUT OF THE J.C. WHITLEY SURVEY, ABSTRACT NO. 719 AND THE THOMAS W. SCOTT SURVEY, ABSTRACT NO. 734, BEING A PORTION OF THAT CERTAIN 171.69 ACRE TRACT CONVEYED TO LISA LAMINACK AND JOE ED CANADY, JR. IN A DEED OF RECORD IN DOCUMENT NO. 2023011044, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND BEING DESCRIBED AS A PORTION OF A 180 ACRE TRACT DESCRIBED IN VOLUME 320, PAGE 130, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS.

PLOTTING SCALE: 1" = 500'
DRAWN BY: PMC
REVIEWED BY: TJC/DRS
PROJECT NO: 24204
FILE: L:\24204_GR-ETJ-EX
DATE: JUNE 19, 2024

EXHIBIT

SHEET 1 / 1

Commissioners Court - Regular Session **46.**

Meeting Date: 04/01/2025

22IFB139 FM3349 at US79 - Change Order #22 (MBGF Extension)

Submitted By: Julissa Vasquez, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 22 in the amount of $16,354.80 for Project 22IFB139 FM3349 at US79 (James Construction Group) P: 332 Funding Source: Road Bond.

Background

This Change Order compensates the Contractor for replacing a section of the existing metal beam guard fence (MBGF) on SB FM3349 to meet current TxDOT standards. This section of MBGF connects to the concrete barrier protecting the columns of the new bridge and its height needed to be adjusted to be MASH compliant. The original MBGF was installed according to an older TxDOT standard. The proposed adjustment ensures compliance with current TxDOT standards and improves safety of the traffic traveling south from existing FM 3349 to the new South Bound Frontage Road. Multiple items will be added by this Change Order. Please see attached Change Order for additional details.

This Change Order results in a net increase of $16,354.80 to the Contract amount, for an adjusted Contract total of $84,293,373.02. The original Contract amount was $81,941,038.13. As a result of this and all Change Orders to-date, $2,352,334.89 has been added to the Contract, resulting in an 2.87% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

22IFB139 FM3349 CO#22

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/27/2025 10:38 AM
Form Started By: Julissa Vasquez		Started On: 03/26/2025 07:42 AM
Final Approval Date: 03/27/2025		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 22

Contract Award Date:	9/13/2022
Project Number:	22IFB139
Funding Source:	P332
Roadway:	FM 3349
CSJ Number:	3486-01-008

NTP Required: ☑ Yes ☐ No

Contractor: James Construction Group, LLC

Project Name: FM 3349 at US 79

Change Order Work Limits: Sta. 515+00 to Sta. 516+00

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

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

Describe the work being revised:

2I. Differing Site Conditions, Additional safety needs (unforeseeable). This Change Order compensates the Contractor for replacing a section of the existing metal beam guard fence (MBGF) on SB FM3349 to meet current TxDOT standards. This section of MBGF connects to the concrete barrier protecting the columns of the new bridge and its height needed to be adjusted to be MASH compliant. The original MBGF was installed according to an older TxDOT standard. The proposed adjustment ensures compliance with current TxDOT standards and improves safety of the traffic traveling south from existing FM 3349 to the new South Bound Frontage Road.

Work to be performed in accordance with Items: See attached

New or revised plan sheet(s) are attached and numbered:

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

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

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

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 3-12-25

By

Typed/Printed Name Joey Williams

Typed/Printed Title Division Manager

The following information must be provided

Time Ext. #: N/A Days added on this CO: 0

Amount added by this change order: $16,354.80

Original Contract Amount:	$81,941,038.13
Total Change Orders To-Date:	$2,352,334.89
Percent Change in Original Contract:	2.87%

RECOMMENDED FOR EXECUTION:

Senior Construction Engineer — 3/19/2025 Date

Program Manager — 3/25/2025 Date

N/A
3rd Party Signature — Date

RECOMMENDED FOR EXECUTION:

Department of Infrastructure
Williamson County — 3/25/2025 Date

APPROVED:

Presiding Officer of the
Williamson County Commissioners Court — Date

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: ***22*** ***Project #*** ***22IFB139***

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE		HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
540-7006	MTL BEAM GD FEN TRANS (TL2) - (008)	EA	$1,296.00	0.00	$0.00	1.00	1.00	$1,296.00	$1,296.00
540-7031	MTL BM GD FEN TRANS (31"-28")(25') - (008)	EA	$2,160.00	0.00	$0.00	2.00	2.00	$4,320.00	$4,320.00
542-7001	REMOVE METAL BEAM GUARD FENCE - (008)	LF	$5.40	0.00	$0.00	25.00	25.00	$135.00	$135.00
544-7003	GUARDRAIL END TREATMENT (REMOVE) - (008)	EA	$405.00	0.00	$0.00	1.00	1.00	$405.00	$405.00
512-6029	PORT CTB (MOVE)(F-SHAPE)(TY 1) - (008)	LF	$4.28	739.00	$3,162.92	210.00	949.00	$4,061.72	$898.80
545-6019	CRASH CUSH ATTEN (INSTL)(S)(N)(TL3) - (008)	EA	$9,300.00	15.00	$139,500.00	1.00	16.00	$148,800.00	$9,300.00
	TOTALS				$142,662.92			$159,017.72	$16,354.80

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Williamson County Road Bond Program

FM3349 at US 79
Williamson County Project No. 22IFB139

Change Order No. 22

Reason for Change

This Change Order compensates the Contractor for replacing a section of the existing metal beam guard fence (MBGF) on SB FM3349 to meet current TxDOT standards. This section of MBGF connects to the concrete barrier protecting the columns of the new bridge and its height needed to be adjusted to be MASH compliant. The original MBGF was installed according to an older TxDOT standard. The proposed adjustment ensures compliance with current TxDOT standards and improves safety of the traffic traveling south from existing FM 3349 to the new South Bound Frontage Road.

Following is summary of new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
540 7006	MTL BEAM GD FEN TRANS (TL2)	1	EA
540 7031	MTL BM GD FEN TRANS (31"-28") (25')	2	EA
542 7001	REMOVE METAL BEAM GUARD FENCE	25	LF
544 7003	GUARDRAIL END TREATMENT (REMOVE)	1	EA

This Change Order results in a net increase of $16,354.80 to the Contract amount, for an adjusted Contract total of $84,293,373.02. The original Contract amount was $81,941,038.13. As a result of this and all Change Orders to-date, $2,352,334.89 has been added to the Contract, resulting in an 2.87% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

Change Order Worksheet

Contract Name	FM3349 at US79		Solicitation #	22IFB139
Date awarded	9/13/2022			
Awarded Contract Amount		$81,941,038.13		
			Percentage Change	
	Change order #1	$925,354.41	1.13%	
	Change order #2	$82,000.00	0.10%	
	Change order #3	$195,302.81	0.24%	
	Change order #4	-$472,492.20	-0.58%	
	Change order #5	-$5,274.97	-0.01%	
	Change order #6	$130,053.00	0.16%	
	Change order #7	$661,031.30	0.81%	
	Change order #8	$327,321.48	0.40%	
	Change order #9	-$368,749.53	-0.45%	
	Change order #10	$67,965.30	0.08%	
	Change order #11	$271,902.72	0.33%	
	Change order #12	$64,791.00	0.08%	
	Change order #13	$82,301.65	0.10%	
	Change order #14	$101,248.22	0.12%	
	Change order #15	$24,513.18	0.03%	
	Change order #16	$35,324.07	0.04%	
	Change order #17	$11,849.07	0.01%	
	Change order #18	$18,623.43	0.02%	
	Change order #19	$9,869.00	0.01%	
	Change order #20	$167,583.65	0.20%	
	Change order #21	$5,462.50	0.01%	
	Change order #22	$16,354.80	0.02%	
	Total changes to date	$2,352,334.89	2.87%	(Running totals here)
	Adjusted contract amount	$84,293,373.02		

CHANGE ORDER PROPOSAL

Date: 1/22/2025

CO#22 - ESSI MBGF DETOUR

Invoice #

Primoris Services Corporation
James Construction Group

Bill To:
HNTB- WILLIAMSON COUNTY

RE:
Wilco FM3349 @ US-79
ASIF MIRZAZADA
CSJ: 3486-01-008
Project # 20221115

Qty	UM	Description	Unit Price	Total
1.00	EA	MTL BEAM GD FEN TRANS (TL2) - (540-7006)	$1,296.00	**$1,296.00**
2.00	EA	MTL BM GD FEN TRANS (31"-28")(25') - (540-7031)	$2,160.00	**$4,320.00**
25.00	LF	REMOVE METAL BEAM GUARD FENCE (542-7001)	$5.40	**$135.00**
1.00	EA	GUARDRAIL END TREATMENT (REMOVE) (544-7003)	$405.00	**$405.00**
		PREPARED BY: GARY COUCH		
			Total	**$6,156.00**

ESSI
ENVIRONMENTAL SAFETY SERVICES INC.

Environmental Safety Services, Inc.
P.O. Box 54
Buda, Texas, 78610

Phone: 512-989-2259
Fax: 512-372-9375

**** CERTIFIED DBE / MBE / HUB / HABE / SBE CONTRACTOR ****

COA/TXDOT MBE/DBE #: VS0000012711, SCTRCA SBE/MBE/HABE #: 215049005, Texas HUB #: 1260203041800

Bid Date: **11.18.2024** **Proposal #:** **2130-007**

Project: **FM 3349 at US 79, Between Hutto and Taylor in Williamson County**

For: **James Construction Group - Gary Couch Jr**

Environmental Safety Services proposes to provide all the materials, labor, equipment and supervision necessary to perform the following work at the above referenced project per plans and specifications.

ITEM #	DESCRIPTION	UNIT	QUANTITIES	BID PRICE	EXT. PRICE
540-7006	MTL BEAM GD FEN TRANS (TL2)	EA	1.00	$1,200.00	$1,200.00
540-7031	MTL BM GD FEN TRANS (31"-28")(25')	EA	2.00	$2,000.00	$4,000
542-7001	REMOVE METAL BEAM GUARD FENCE	LF	25.00	$5.00	$125.00
544-7003	GUARDRAIL END TREATMENT (REMOVE)	EA	1.00	$375.00	$375.00
~~500-7002~~	~~MOBILIZATION (CALLOUT)~~	EA	1.00	$1,500.00	$1,500.00
				TOTAL	$5,7000

Exclusions:

All permits, lane closures, traffic control, survey, layout, testing, maintenance, engineering, utility potholing, & low fill steel posts are excluded.

Notes:

General Contractor to provide staging/storage area for ESSI materials & equipment.

*** Sales tax is not included in above pricing. Please send an exemption certificate if exempt, otherwise sales tax will be added.

If bond is required, add 2.5% of contract amount.
Pricing is good for thirty (30) days.
*****All bid prices are negotiable.*****

Respectfully submitted by Joshua Ealand

Accepted by: _____ Date: _____

REQUEST FOR INFORMATION FORM

RFI NO.: 76 **DATE:** 11/4/24

PROJECT: 3349 @ US-79 **RESPONSE REQUESTED BY DATE:** 11/18/24

TO: HNTB: ASIF

REFERENCE: Plan Sheets: xxx

PROBLEM:
See attached

RECOMMENDED SOLUTION:

Received
11/04/2024
HNTB CORPORATION
ROUND ROCK

Originator Supervisor

RESPONSE:

Responder Date

Sign, Date & Return to HNTB via e-mail or fax.

Mail original to: HNTB Corporation
101 E Old Settlers Blvd, Ste 225
Round Rock, Texas 78664

Attachments to RFI:
Cc:

Primoris Services Corporation
James Construction Group
5880 West Highway 190
LEWISVILLE, Texas 76513
Phone: 972-538-5300 Fax: 866-785-2025

Date: 11/04/2024

Request for Information # 076

Project FM 3349 @ SH 79
JCG Job# 10906
CSJ # 3486-01-008

To:	***From:***
ASIF MIRZAZADA	JOSHUA HAZLEWOOD
HNTB CORPORATION	JAMES CONSTRUCTION GROUP, LLC.
101 E. OLD SETTLERS BLVD. STE.225	5880 W. US HWY190
ROUND ROCK, TX 78664	BELTON, TX 76513
Phone: 512-987-9179	***Phone:*** 254-346-1102
Fax:	***Fax:***
Email: AMIRZAZADA@HNTB.COM	***Email:*** *JHAZLEWOOD@PRIM.COM*

Subject:	***Status:***	***Response Required By:***
TMP-4 Conflict	RFI OPEN	ASAP

Submittal #:	***Drawing #:***	***Addendum:***	***Spec Section:***	***Schedule #:***

Please be advised that this document shall serve as notice pursuant to the terms of the Contract. The timeliness and/or content of the response may impose time and cost impacts to the project that could not have been reasonably or objectively contemplated at the time of the Bid, which may therefore merit an adjustment to the Contract.

RFI Detail:

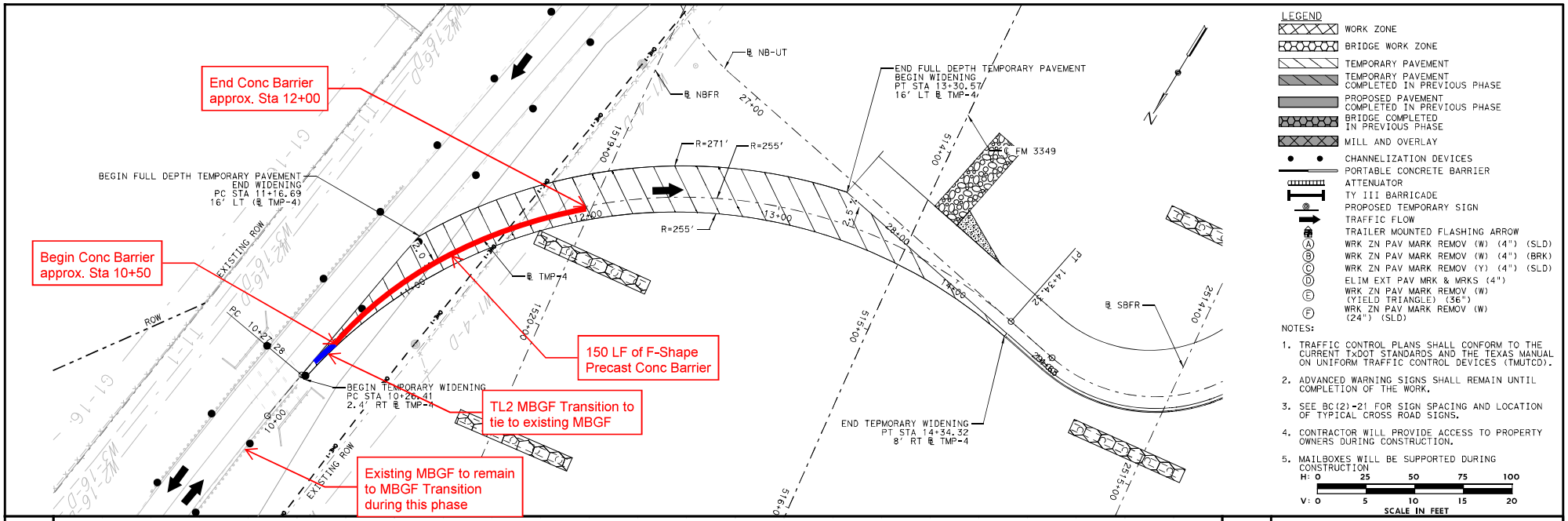
JCG has identified a couple of concerns with the temporary detour TMP-4 for diverting SB traffic on to SBFR. Referring to plan sheet 129 there is no barrier to protect the columns for bent 6 or the culvert C-UT-CV-01 located on either side of the detour. The other concern is the MBGF which will need to be moved and reset; however, the plans only call to remove. Please advise JCG on how HNTB would like to proceed and/or means and methods for resolution.

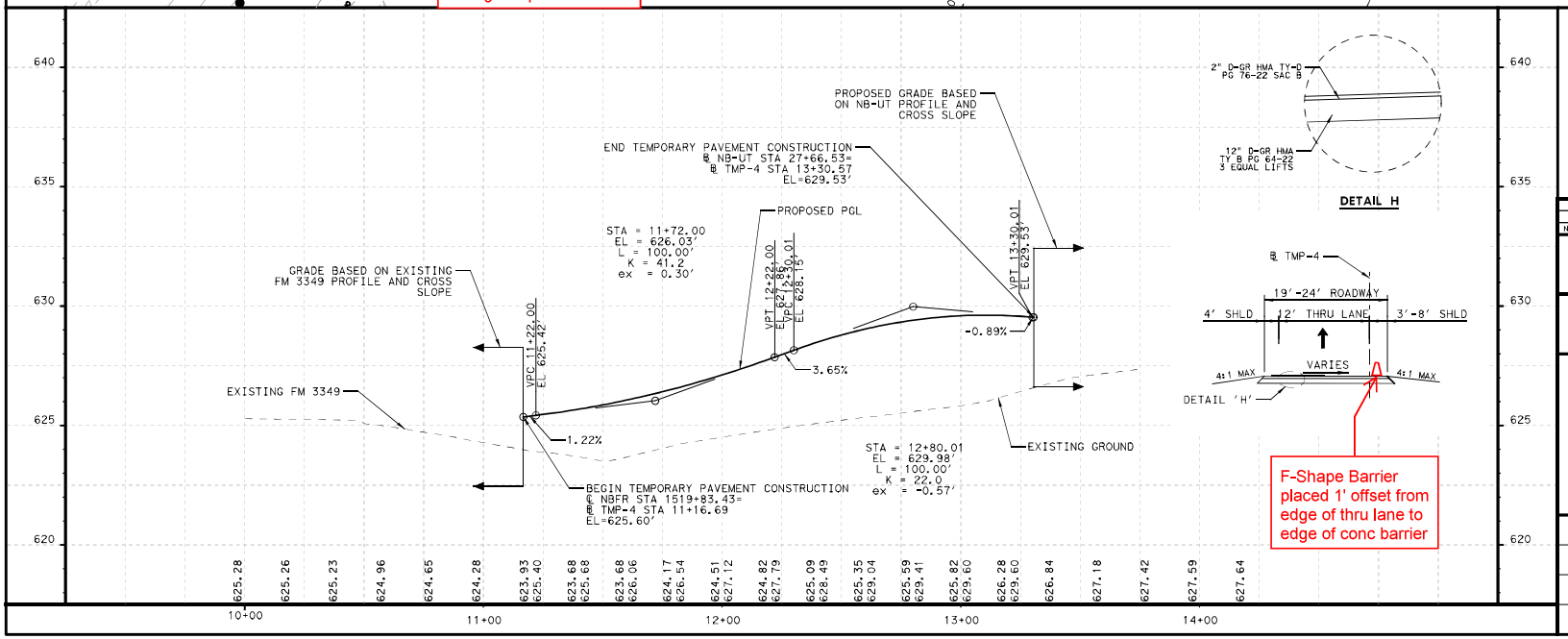
Suggestion:

Response:

Attached are markups on Sheet 129 with our recommendation to shield the Bent 6 columns.

Signature: Srikanth Koneru, P.E Date: 11/11/2024





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USER: LGOMEZ60N2
FILE: FM3349-TCP-PP06.dgn

STATE OF TEXAS
PHILIP A. FULTON
73469
REGISTERED PROFESSIONAL ENGINEER
05/25/2022

NO.	DATE	REVISION	APPROVED

WILLIAMSON COUNTY

HDR Engineering, Inc.
710 Hesters Crossing, Suite 150
Round Rock, Texas 78681
Texas Registered Engineering Firm F-754

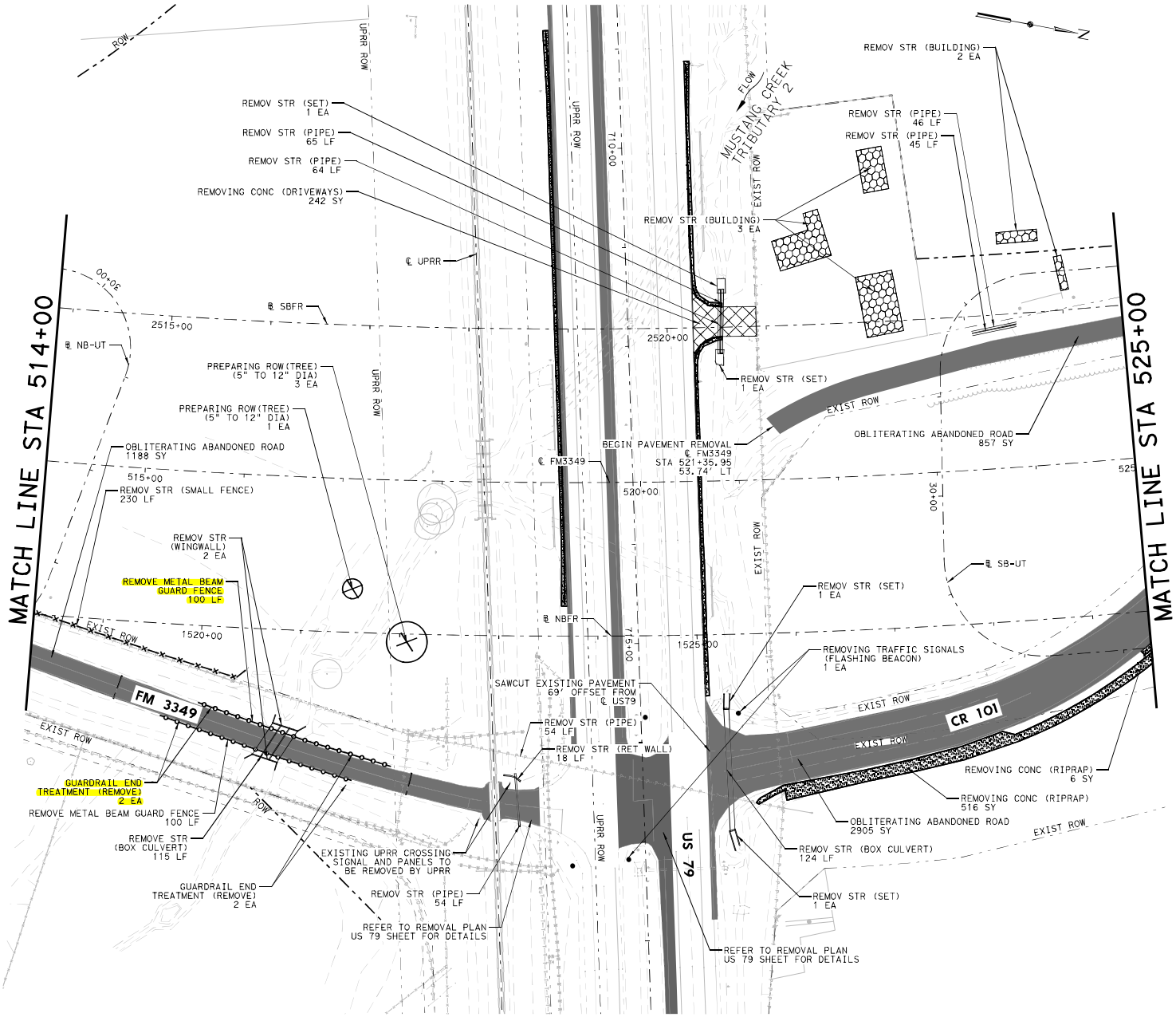
Texas Department of Transportation

FM 3349

TCP-TEMPORARY DETOUR PLAN AND PROFILE TMP-4

SHEET 1 OF 1

DESIGN	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
GRAPHICS	6			FM 3349
	STATE	DISTRICT	COUNTY	SHEET NO.
CHECK	TEXAS	AUS	WILLIAMSON	129
CHECK	CONTROL	SECTION	JOB	
	3486	01	008, ETC	



LEGEND

- REMOVE STAB BASE AND ASPHALT
- PLANE ASPH CONC PAV
- REMOVE CONCRETE DRIVEWAY
- REMOVE FENCE
- REMOVE CONCRETE MISC
- REMOVE CONCRETE RIPRAP
- REMOVE SIDEWALK
- REMOVE BUILDING
- REMOVE MBGF
- (X) REMOVE TREE

NOTES:

1. ALL ITEMS REQUIRING REMOVAL THAT ARE NOT SPECIFICALLY CALLED OUT IN PLANS SHALL BE CONSIDERED SUBSIDIARY TO PREP ROW.
2. REFER TO ROADWAY PLANS FOR LIMITS OF CONSTRUCTION ON CROSS STREETS AND DRIVEWAYS
3. FOR EXACT REMOVAL LIMIT STATIONS, REFER TO OTHER PERTINENT SHEETS.

ALL REMOVAL QUANTITIES ARE FOR CONTRACTORS INFORMATION ONLY. REMOVALS ARE NOT PAID FOR DIRECTLY BUT WILL BE SUBSIDIARY TO PREP ROW.

4. TRAFFIC SIGNAL REMOVAL IS FOR THE FLASHING BEACON. QUANTITY IS BASED ON THE INTERSECTION CONTROLLED BY A SINGLE TRAFFIC SIGNAL CONTROLLER

0 50 100 150 200

SCALE IN FEET

STATE OF TEXAS
FELIPE S. TUDTUD
104836
PROFESSIONAL ENGINEER
05/25/2022

NO.	DATE	REVISION	APPROVED

WILLIAMSON COUNTY

HDR Engineering, Inc.
710 Hesters Crossing Suite 150
Round Rock, Texas 78681
Texas Registered Engineering Firm F-754

Texas Department of Transportation

FM 3349

REMOVAL PLAN

STA 514+00 TO STA 525+00

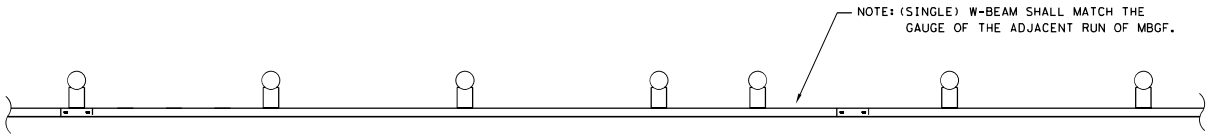
SCALE: 1"=100' SHEET 6 OF 9

DESIGN	FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
KS	6			FM 3349
GRAPHICS	STATE	DISTRICT	COUNTY	SHEET NO.
LG	TEXAS	AUS	WILLIAMSON	171
CHECK	CONTROL	SECTION	JOB	
CHECK	3486	01	008, ETC	

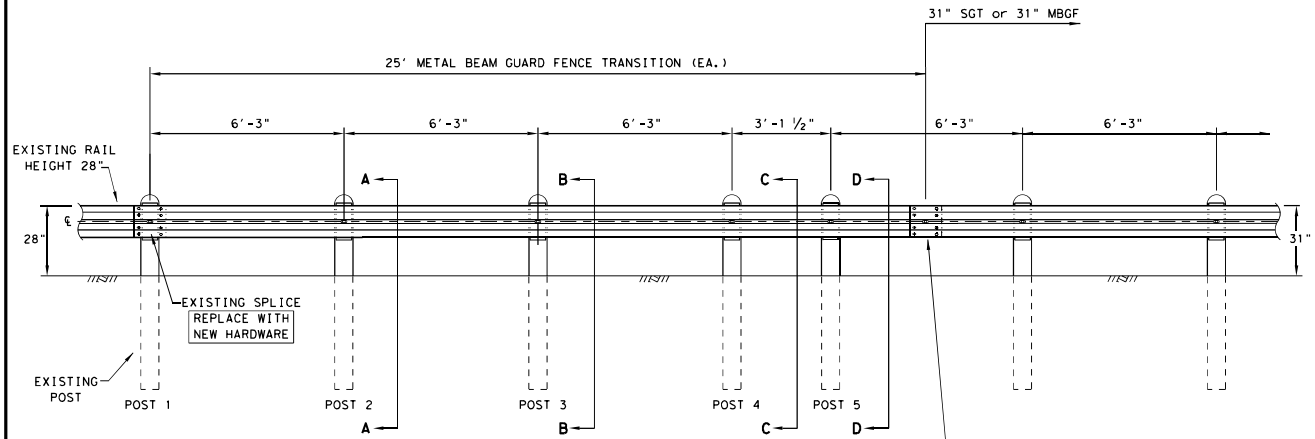
PLOT DRIVER: TXDOT_PDF_BW.pltcfg
USER: LGOMEZGON2
FILE: FM3349-Removal Plan Sheet 6
PENTABLE: 102545l5.tbl
DATE: 5/25/2022 TIME: 11:30:25 AM SCALE: 1:00

DISCLAIMER:
THE USE OF THIS STANDARD IS GOVERNED BY THE "TEXAS ENGINEERING PRACTICE ACT". NO WARRANTY OF ANY KIND IS MADE BY TXDOT FOR ANY PURPOSE WHATSOEVER. TXDOT ASSUMES NO RESPONSIBILITY FOR THE CONVERSION OF THIS STANDARD TO OTHER FORMATS OR FOR INCORRECT RESULTS OR DAMAGES RESULTING FROM ITS USE.

DATE:
FILE:

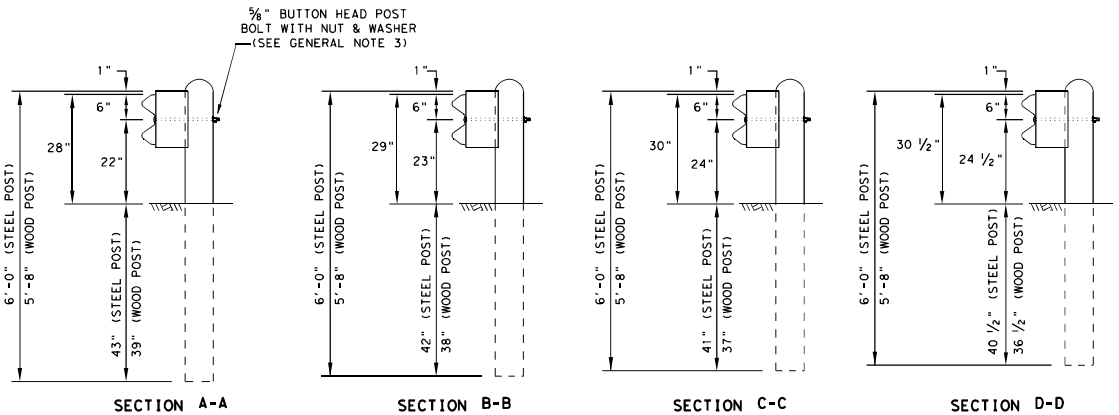


PLAN VIEW



ELEVATION VIEW

* "WOOD" INDICATES DIMENSIONS FOR BOTH ROUND AND RECTANGULAR WOOD POST SYSTEMS.



SECTION A-A SECTION B-B SECTION C-C SECTION D-D

GENERAL NOTES

1. THE TYPE OF POST (ROUND WOOD POST, RECTANGULAR WOOD POST, OR STEEL POST) WILL BE AS SHOWN IN THE PLANS. THE EXACT POSITION OF MBGF SHALL BE AS SHOWN IN THE PLANS OR AS DIRECTED BY THE ENGINEER. STEEL POSTS TO BE GALVANIZED IN ACCORDANCE WITH ITEM 445, "GALVANIZING."
2. RAIL ELEMENT SHALL MEET THE REQUIREMENTS OF ITEM 540,"METAL BEAM GUARD FENCE" EXCEPT AS MODIFIED IN THE PLANS. THE CONTRACTOR MAY FURNISH RAIL ELEMENTS OF 25'- 0", OR 12'- 6" (NOM.) LENGTHS. RAIL ELEMENTS MAY HAVE SLOTTED HOLES AT 3'- 1 1/2" C-C OR 6'-3" C-C. A SPECIAL LENGTH OF RAIL MAY BE MANUFACTURED TO ACCOMMODATE THE TRANSITION SECTIONS OF GUARDRAIL.
3. BUTTON HEAD "POST" BOLTS (ASTM A307) SHALL BE OF SUFFICIENT LENGTH TO EXTEND THROUGH THE FULL THICKNESS OF THE NUT (ASTM A563) AND 5/8" ROUND WASHER (ASTM F436) AND NOT MORE THAN 1" BEYOND IT. BUTTON HEAD "SPLICE" BOLTS (ASTM A307) ARE 5/8" X 1- 1/4" WITH 5/8" NUTS (ASTM A563).
4. FITTINGS (BOLTS, NUTS, AND WASHERS) SHALL BE GALVANIZED IN ACCORDANCE WITH ITEM 445, "GALVANIZING." FITTINGS SHALL BE SUBSIDIARY TO THE BID ITEM REQUIRING CONSTRUCTION OF THE TRANSITION.
5. CROWN SHALL BE WIDENED TO ACCOMMODATE THE METAL BEAM GUARD FENCE.
6. THE LATERAL APPROACH TO THE GUARD FENCE, SHALL HAVE A MAXIMUM SLOPE OF 1V:10H.
7. IF SHOWN ELSEWHERE IN THE PLANS OR AS DIRECTED BY THE ENGINEER, THE GUARD FENCE MAY BE FLARED AT A RATE OF 25:1 OR FLATTER.
8. APPLICATIONS IN SOLID ROCK ARE ONLY ALLOWED WITH STEEL POSTS. SEE GF(31) STANDARD FOR INSTALLATION GUIDANCE.
9. POSTS SHALL NOT BE SET IN CONCRETE.
10. UNLESS OTHERWISE SHOWN IN THE PLANS, A COMPOSITE MATERIAL BLOCK THAT MEETS THE REQUIREMENTS OF DMS-7210,"COMPOSITE MATERIAL POSTS AND BLOCKS FOR METAL BEAM GUARD FENCE" MAY BE SUBSTITUTED FOR BLOCKS OF SIMILAR DIMENSIONS. THE CONSTRUCTION DIVISION, TXDOT MAINTAINS A MATERIAL PRODUCER LIST (MPL) FOR PRODUCERS OF MATERIALS CONFORMING TO DMS-7210. ONLY PRODUCERS ON THE MPL MAY FURNISH COMPOSITE MATERIAL BLOCKS.
11. REFER TO STANDARD GF(31) FOR ADDITIONAL DETAILS.
12. RAIL HEIGHT ADJUSTMENT IS ASSESSED AT TL-3 MASH COMPLIANT FOR STEEL POST HEIGHT TRANSITION TO 28" STEEL POST GUARDRAIL.

HARDWARE LIST		
	QTY	DESCRIPTION
POST AND BLOCK-OUT TYPES AVAILABLE	1	25'-0" W-BEAM RAIL ELEMENT 12GA. (TYP)
	5	7 1/2" DIA X 6'-0" DOMED ROUND WOOD POSTS (TYP)
	5	6" X 8" X 68" RECTANGULAR WOOD POSTS (TYP)
	5	W6 X 8.5 OR W6 X 9 X 72" STEEL POSTS (TYP)
	5	6" X 8" X 14" WOOD BLOCKS OR COMPOSITE (TYP)
FOR WOOD POST	5	5/8" X 18" GUARDRAIL BOLTS AND NUTS (FBB04)
	5	5/8" ROUND WASHERS (ASTM F436) (FWC16a)
FOR STEEL POST	5	5/8" X 10" GUARDRAIL BOLTS AND NUTS (FBB03)
	16	5/8" X 1- 1/4" GUARDRAIL SPLICE BOLTS WITH DOUBLE RECESSED NUTS (ASTM A563) (FBB01)

NOTE: HARDWARE SHALL MEET THE FOLLOWING REQUIREMENTS.

GUARDRAIL POST BOLTS (ASTM A307 GR.A)
GUARDRAIL ROUND WASHERS (ASTM F436)
GUARDRAIL DOUBLE RECESSED NUTS (ASTM A563)
GUARDRAIL SPLICE BOLTS (ASTM A307 GR.A)
GUARDRAIL SPLICE NUTS (ASTM A563)

Texas Department of Transportation — Design Division Standard

METAL BEAM GUARD FENCE RAIL HEIGHT ADJUSTMENT (28" TO 31") TL-3 MASH COMPLIANT RAIL-ADJ(B)-19

FILE: railadjb19	DN: TxDOT	CK: KM	DW: VP	CK: CGL/AG
©TxDOT: NOVEMBER 2019	CONT	SECT	JOB	HIGHWAY
REVISIONS				
	DIST	COUNTY		SHEET NO.

Commissioners Court - Regular Session **47.**

Meeting Date: 04/01/2025

25IFB6 Bagdad ROW Clearing (Loop 332 to CR 281) - Change Order #1 (WaterGap)

Submitted By: Julissa Vasquez, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 1 in the amount of $8,547.00 for Project 25IFB6 Bagdad ROW Clearing (Loop 332 to CR 281) (Rotten Apple Services) P: 343 Funding Source: Road Bond.

Background

This Change Order compensates the Contractor for constructing water gaps on Parcels 21-A and 21-B. The water gaps were included in the ROW acquisition and part of the Real Estate Agreement, but did not make it into the construction plans. See attached Change Order for additional details.

This Change Order results in a net increase of $8,547.00 to the Contract amount, for an adjusted Contract total of $1,262,379.00. The original Contract amount was $1,253,832.00. As a result of this and all Change Orders to-date, $8,547.00 has been added to the Contract, resulting in an 0.68% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

25IFB6-BagdadROW-CO#1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/27/2025 11:12 AM
Form Started By: Julissa Vasquez		Started On: 03/26/2025 07:49 AM
Final Approval Date: 03/27/2025		

Docusign Envelope ID: FFC67BA7-6FCE-44E1-BDBA-29EF1D6A24A5

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1

Contract Award Date:	11/26/2024
Project Number:	*25IFB6*
Funding Source:	*P343*
Roadway:	*Bagdad Road*
CSJ Number:	N/A

Contractor: **Rotten Apple Sevices** NTP Required: ☐ Yes ☑ No

Project Name: **Bagdad ROW Clearing**

Change Order Work Limits: Sta. **261+00** to Sta. **262+00**

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

Reasons: **4D** (3 Max. - In order of importance - Primary first)

Describe the work being revised:

4D. Third Party Accommodation. Other.: This Change Order compensates the Contractor for constructing water gaps on Parcels 21-A and 21-B. The water gaps were included in the ROW acquisition and part of the Real Estate Agreement, but did not make it into the construction plans.

Work to be performed in accordance with Items: **See attached**

New or revised plan sheet(s) are attached and numbered: **None**

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

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

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

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 3/25/2025

DocuSigned by:
By Peter McMahon
3BD5C3BBE9E4446...

Typed/Printed Name Peter McMahon

Typed/Printed Title Project Manager

The following information must be provided

Time Ext. #: **N/A** Days added on this CO: **0**

Amount added by this change order: **$8,547.00**

Original Contract Amount: **$1,253,832.00**

Total Change Orders To-Date: **$8,547.00**

Percent Change in Original Contract: **0.68%**

RECOMMENDED FOR EXECUTION:

Senior Construction Engineer 3/25/2025 Date

RECOMMENDED FOR EXECUTION:

Department of Infrastructure
Williamson County 3/25/2025 Date

Program Manager 3/25/2025 Date

APPROVED:

N/A
3rd Party Signature Date

Presiding Officer of the
Williamson County Commissioners Court Date

Docusign Envelope ID: FFC67BA7-6FCE-44E1-BDBA-29EF1D6A24A5

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1 ***Project # 25IFB6***

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
999-WC02	WATER GAP	EA	$4,273.50	0.00	$0.00	2.00	2.00	$8,547.00	$8,547.00
	TOTALS				$0.00			$8,547.00	$8,547.00

Docusign Envelope ID: FFC67BA7-6FCE-44E1-BDBA-29EF1D6A24A5

Williamson County Road Bond Program

Bagdad ROW Clearing
Williamson County Project No. 25IFB6

Change Order No. 1

Reason for Change

This Change Order compensates the Contractor for constructing water gaps on Parcels 21-A and 21-B. The water gaps were included in the ROW acquisition and part of the Real Estate Agreement, but did not make it into the construction plans.

Following is a summary of new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
999-WC2	WATER GAPS	2	EA

This Change Order results in a net increase of $8,547.00 to the Contract amount, for an adjusted Contract total of $1,262,379.00. The original Contract amount was $1,253,832.00. As a result of this and all Change Orders to-date, $8,547.00 has been added to the Contract, resulting in an 0.68% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

Docusign Envelope ID: FFC67BA7-6FCE-44E1-BDBA-29EF1D6A24A5

Change Order Worksheet

Contract Name	Bagdad ROW Clearing	Solicitation #	25IFB6	
Date awarded	11/26/2024			
Awarded Contract Amount		$1,253,832.00		
			Percentage Change	
	Change Order #1	$8,547.00	0.68%	
	Total changes to date	$8,547.00	0.68%	(Running totals here)
	Adjusted contract amount	$1,262,379.00		

Docusign Envelope ID: FFC67BA7-6FCE-44E1-BDBA-29EF1D6A24A5

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Docusign Envelope ID: FFC67BA7-6FCE-44E1-BDBA-29EF1D6A24A5

FOR:

HNTB CORPORATION | INFRASTRUCTURE SOLUTIONS

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

QUOTATION FROM:

Rotten Apple LLC

210-862-6969
Luis Apolinar
rottenappletx.com
luisapple@att.net
7485 Smith rd somerset Texas 78069

Description	Quantity	Unit price	TAX	Amount
H BRACES MATERIAL INCLUDING AN EXTRA BURIED PIPE AND A DEAD MEN FOR IT TO BE MORE SOLID	2	$750.00	0.0 %	$1,500.00
WATER GAP METAL PIPE AND PANELS ALL MATERIAL FOR FRONT WATER GAP INCLUDED	1	$2,750.00	0.0 %	$2,750.00
BACK ADDITIONAL WATER GAP PIPE METAL ACROSS TOP AND PANELS ALONG OTHER MATERIAL NEEDED	1	$1,397.00	0.0 %	$1,397.00
LABOR Labor includes, torch, welder, welding rods, transportation of all material, skid loader to lift panels and pipes already welder etc	1	$2,900.00	0.0 %	$2,900.00

SUBTOTAL:	$8,547.00
TAX:	$0.00
TOTAL:	$8,547.00
PAID:	$0.00
BALANCE DUE	**$8,547.00**

Commissioners Court - Regular Session **48.**

Meeting Date: 04/01/2025

Supplemental Reimbursement Agreement with MCI Communications Services, LLC for the East Wilco Highway (FM 3349/US 79 Interchange) Project

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Supplemental Reimbursement Agreement with MCI Communication Services, LLC for utility relocation related to the East Wilco Highway Segment 3 project. This supplemental increases the reimbursement amount from $110,763.50 to $136,860.74. Funding Source: Road Bonds P332

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Reimbursement Agreement

Supplemental Reimbursement Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/27/2025 02:59 PM
Form Started By: Marie Walters		Started On: 03/27/2025 07:54 AM
Final Approval Date: 03/27/2025		

Fully Executed 09/10/24

Project No. R40218-001

REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT ("**Agreement**") is made and entered into 09/10/24, 2024, by and between **MCI Communication Services LLC**, a Delaware limited liability company ("**Utility**"), having an address at **600 Hidden Ridge, Irving Texas 75038**, and **Williamson County, Texas** ("**Reimbursor**"), having an address **405 Martin Luther King Jr. Street, Georgetown, Texas 78626**

The signatories to this Agreement shall be referred to individually as a "Party" and collectively as the "Parties".

RECITALS

1. Reimbursor has requested that Utility relocate its facilities within the Reimbursor's right-of-way (the "**Project**") in connection with work to be performed by Reimbursor.

2. Reimbursor will pay Utility for work it performs in support of the Project as set forth in **Exhibits A and B** attached hereto (the "**Payment**").

NOW THEREFORE, in consideration of the foregoing and of the mutual promises and covenants herein contained, the Parties agree as follows:

1. Reimbursor agrees that:
   (a) **Exhibit A**, attached hereto and made a part hereof, represents the scope of work for the Project;
   (b) consistent with Section 4 below, Reimbursor shall bear all actual costs ("**Costs**") incurred by Utility, as set forth in **Exhibit B** hereto, and relating to any construction by Utility in connection with the Project, including, but not limited to, labor, materials, construction, damages, administrative overhead, taxes, travel expenses, railroad right-of-way access and flagging fees, permit fees, legal fees and other reasonable out of pocket expenses;
   (c) it waives any and all delay damage claims, except if caused solely by the gross negligence or willful misconduct of Utility;
   (d) Utility's work associated with the Project shall not be deemed a betterment nor shall there be any salvage value in any of Utility's facilities removed or decommissioned;
   (e) Utility shall not be required to place its facilities in the ground or on structures that do not meet Utility's engineering standards or where Reimbursor cannot provide sufficient documentation that it has secured necessary property rights, easements or other right-of-way rights for Utility to place its facilities in the designated location;
   (f) Utility may, in its sole discretion, abandon in place portions of its facilities for removal and disposal by Reimbursor;
   (g) if needed by Utility, Reimbursor shall provide access to, and flagging at no charge for, public or railroad right-of-way; and
   (h) Utility may recover from Reimbursor reasonable attorneys' fees and costs from any and all actions Utility brings to collect amounts owed by Reimbursor under this Agreement.

2. Reimbursor may, at its own expense, inspect construction Utility performs in connection with the Project

3. The total cost of the Project is estimated not to exceed the amount set forth in **Exhibit B** hereto. Reimbursor shall remit to Utility advance payment specified in **Exhibit B** (the "**Advance Payment**") upon execution of this Agreement. No work will be done on the Project until Utility receives the Advance Payment from Reimbursor. Utility will charge Reimbursor only for its Costs incurred for the Project. Reimbursor acknowledges and agrees that this amount is an estimate and shall not be construed as limiting the amount Utility is to be reimbursed by Reimbursor under this Agreement. Utility shall provide notice to Reimbursor when Utility becomes aware that Costs will exceed the estimate by more than ten percent (10%). Utility's failure to provide such notice shall not release Reimbursor from its obligations under this Agreement in any respect unless Reimbursor can demonstrate that it would have modified or abandoned the Project in light of the increase in Costs.

4. Reimbursor may direct Utility in writing to stop work on the Project, and in such event, Utility shall be entitled to properly protect its facilities before stopping work, and Reimbursor shall be responsible to Utility for Costs incurred by Utility prior to receipt of such stop work notice, Costs incurred by Utility in protecting its facilities after receipt of such stop work notice, and Project wind-down costs incurred by Utility.

5. Following completion of the Project, Utility shall make an accounting of final, unpaid, actual Costs of the Project and provide Reimbursor with a copy of the accounting and an itemized invoice therefor. If the final Cost is less than the Advance Payment, then Utility will promptly refund Reimbursor for the difference. If the final Cost is more than the Advance Payment, Reimbursor agrees to pay Utility for such additional Costs within thirty (30) days after receipt of the itemized invoice from Utility.

6. Reimbursor shall perform no work within ten (10) feet on either side of the Reimbursor's facilities in the Project Area until the Project has been completed or as otherwise mutually agreed by Reimbursor and Utility. If any such work is performed, Utility has a right to have an inspector on site during such work, and Utility's inspector may order Reimbursor, its employees, agents, representatives and contractors (for purposes of this Section 6, collectively, "Reimbursor") to immediately stop work if such work is placing Utility's facilities in imminent harm, and Reimbursor shall immediately comply with such order. Subject to the limitation set forth in this Section 6, Reimbursor shall give written notice to Utility at least forty-eight (48) hours, excluding Saturdays, Sundays and legal holidays, in advance of commencement of any work in the immediate Project area. The notice shall be given to those individuals listed in the contacts section of **Exhibit A**. In the event of an emergency, Reimbursor shall provide telephonic notice to MCI at 1-800-MCI-WORK upon Reimbursor's discovery of the emergency.

7. The obligations of Utility are subject to force majeure and Utility shall not be in default of this Agreement if any failure or delay in performance is caused by strike or other labor problems; accidents; acts of God; fire; flood; adverse weather conditions; material or facility shortages or unavailability; lack of transportation; the imposition of any governmental codes, ordinances, laws, rules, regulations or restrictions, including, without limitation, the necessity of obtaining permits or environmental assessments or environmental approvals; condemnation or the exercise of rights of eminent domain; war, civil disorder or acts of terrorism; or any other cause beyond the reasonable control of Utility.

8. The terms of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

9. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, ITS EMPLOYEES, SUBCONTRACTORS, AND/OR AGENTS, OR ANY THIRD PARTY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR LOST PROFITS, FOR ANY CLAIM OR DEMAND OF ANY NATURE OR KIND, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF.

10. The direct damages that a Party may be liable for to the other Party under this Agreement shall not exceed the total amount paid to Utility under the Agreement.

11. This Agreement together with its Exhibits constitutes the entire agreement between the Parties and supersedes all contemporaneous or prior agreements between the Parties, whether written or oral, with respect to the subject matter of this Agreement. This Agreement may not be modified, supplemented or amended unless any such modification, supplement or amendment is incorporated into the Agreement via valid amendment signed by the authorized representatives of each Party. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Execution and exchange of signatures via facsimile or Adobe Acrobat portable document file (.PDF file extension) shall have the same force and effect as execution and exchange of originals. Each Party warrants that it has the full right and authority to enter into this Agreement. All necessary approvals and authority to enter into this Agreement have been obtained and

the person executing this Agreement on behalf of each Party has the express authority to do so and, in so doing, to bind such Party hereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

(*signatures on next page*)

for Reimbursor

Williamson County

By: Bill Gravell, Jr. (Sep 11, 2024 07:32 CDT)
Name: Bill Gravell Jr.
Title: County Judge
Date: 9/10/24

Federal Tax ID#: 74-6000978

for Utility

MCI Communications Services LLC

By: Dina Dye
Name: Dina Dye
Title: Assoc Dir Network Reg/RE
Date: 08/21/2024

Billing Contact: County Judge
Name: Bill Gravell, Jr,
Address: 710 S. Main Street
Georgetown, Texas 78626

Care of; Christen Eschberger, PE, VP Program Manager, HNTB Corporation
Name: Marie Walters, Planner, HNTB Corporation
Telephone: 101 E. Old Settlers Blvd., Suite 225
Email: Round Rock, Texas 78664
(512) 447-5590

Karen Knightstep, Williamson County Auditor's Office
710 S. Main Street, Ste. 301
Georgetown, Texas 78626
(512) 943-1563

Robert B. Daigh, P.E., Williamson County Road & Bridge
3151 S.E. Inner Loop, Suite B
Georgetown, Texas 78626
(512) 943-3330

EXHIBIT A

BACKGROUND AND SCOPE OF WORK:

As part of the reconstruction of FM 3349, Williamson County will be installing a shoo-fly and rebuilding a box culvert in the UPRR right-of-way west of FM3349. These actions will directly impact Verizon's MCI long distance network.

To resolve the conflict, the MCI conduit and cable will be moved to the north side of the tracks through the conflict area and then back to the south side of the tracks at an accessible location. 1,650 feet of new 2-inch HDPE conduit will be installed, including a new bore under the tracks. 3,000 feet of 2x18/14mm innerducts will be installed in new and existing conduits to accommodate the new cable and locate wire. 3,400 feet of 48F cable and 3,200 feet of locate wire will be installed. 3,200 feet of existing cable will be removed. 2 new handholes will be installed and 2 existing handholes removed. One splice point will be created and one splice point removed.

CONTACTS.

Utility:

Agreements:

Joe Weachock
Right of Way Specialist
214-693-7575
Joe.weachock@verizon.com

Sofia Musyoki
Princ Engr-Ntwk Reg/RE
972-457-6100
Sofia.musyoki@verizon.com

Engineer:

Brian Chernoff
Sr. Engineer Spec-Outside Plant
512-692-0733
brian.chernoff@verizon.com

Timothy Lee Williams
Sr. Manager - Outside Plant
512-567-4933
timothy.williams1@verizon.com

Reimbursor POC:

Sheets & Crossfield, PLLC
309 East Main Street
Round Rock, Texas 78664

Adam Hill, 512-255-8877
adam@scrrlaw.com

verizonbusiness

OUTSIDE PLANT CONSTRUCTION

COST ESTIMATE (ACTIVE APPROVED)

08/07/2024

Project/AFE #: R40218-001 **Revision:** 2		**Date Prepared:**	12/05/2022
Title	TAYLOR TX RCUP FM3349 AT UPRR RELOCATION	**Engineer:**	BRIAN CHERNOFF
Site Code:	RRFBTX	**Manager:**	TIMOTHY WILLIAMS
Investigation#:	16500-2022	**City:**	ROUND ROCK
Disposition:	REFUNDABLE CUP	**State:**	TX
		Footage Impact:	4,760

DESCRIPTION OF WORK

PROJECT SCOPE: As part of the reconstruction of FM3349, Williamson County will be installing a shoo-fly and rebuilding a box culvert in the UPRR right-of-way west of FM3349. These actions will directly impact Verizon's MCI long distance network. To resolve the conflict, the MCI conduit and cable will be moved to the north side of the tracks through the conflict area and then back to the south side of the tracks at an accessible location. 1,650 feet of new 2-inch HDPE conduit will be installed - including a new bore under the tracks. 3,000 feet of 2x18/14mm innerducts will be installed in new and existing conduits to accommodate the new cable and locate wire. 3,400 feet of 48F cable and 3,200 feet of locate wire will be installed. 3,200 feet of existing cable will be removed. 2 new handholes will be installed and 2 existing handholes removed. One splice point will be created and one splice point removed.

SCHEDULE

Eng. Start:	12/05/2022	**Const. Start:**	08/20/2024
Eng. Complete:	04/27/2023	**Const. Complete:**	11/05/2024

SUMMARY OF ESTIMATED COSTS

A):	**ENGINEERING:**		$21,501.50
B):	**INSPECTION SERVICES:**		$13,030.00
C):	**FURNISHED MATERIALS:**		$7,142.00
D):	**CONTRACTOR UNIT PRICE SCHEDULE:**		$62,050.00
E):	**SPLICING LABOR:**		$7,040.00
F):		**TOTAL:**	$110,763.50

9/10/24 Agenda Item #109

Final Audit Report 2024-09-11

Created:	2024-09-10
By:	Lisa Dworaczyk (lisad@scrrlaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAApm5ToKnRfw17J_5WdC11T7SErVBj4121

"9/10/24 Agenda Item #109" History

Document created by Lisa Dworaczyk (lisad@scrrlaw.com)
2024-09-10 - 7:56:19 PM GMT

Document emailed to Rebecca Pruitt (becky.pruitt@wilco.org) for signature
2024-09-10 - 7:56:42 PM GMT

Email viewed by Rebecca Pruitt (becky.pruitt@wilco.org)
2024-09-10 - 8:13:55 PM GMT

Document signing delegated to Bill Gravell, Jr. (bgravell@wilco.org) by Rebecca Pruitt (becky.pruitt@wilco.org)
2024-09-10 - 8:14:15 PM GMT

Document emailed to Bill Gravell, Jr. (bgravell@wilco.org) for signature
2024-09-10 - 8:14:16 PM GMT

Email viewed by Bill Gravell, Jr. (bgravell@wilco.org)
2024-09-11 - 12:32:00 PM GMT

Document e-signed by Bill Gravell, Jr. (bgravell@wilco.org)
Signature Date: 2024-09-11 - 12:32:17 PM GMT - Time Source: server

Agreement completed.
2024-09-11 - 12:32:17 PM GMT

600 Hidden Ridge
Irving, Texas 75038
(469) 262-7345

Johnny A. Garza
Sr Eng Cslt-Network Regs/RE

March 26, 2025

REVISED SIGNATURE AUTHORITY

Christen Eschberger, PE
VP Program Manager, HNTB Corporation
Attn: Valerie Covey, Presiding Officer, Williamson County
101 E. Old Setters Blvd., Suite 225
Round Rock, TX 78664
(512) 447-5590

VIA ADOBE ACROBAT SIGN & EMAIL

Re: Project Number R40218-001, Williamson County, Texas Relocation Overage Letter and Supplement to Reimbursement Agreement dated September 10, 2024

Dear Mr. Eschberger:

This letter shall serve as notice pursuant to terms of the Reimbursement Agreement dated September 10, 2024, between MCI Communications Services, LLC and Williamson County, TX, that the estimated reimbursement costs exceed the original estimated amount of **$110,763.50** by more than 10%. The estimated additional cost is **$26,097.24**, making the new total estimated cost **$136,860.74**.

As part of the reconstruction of FM3349, Williamson County will be installing a shoo-fly and rebuilding a box culvert in the UPRR right-of-way west of FM3349. These actions will directly impact Verizon's MCI long distance network. To resolve the conflict, the MCI conduit and cable will be moved to the north side of the tracks through the conflict area and then back to the south side of the tracks at an accessible location. 1,614 feet of new 2-inch HDPE conduit will be installed - including a new bore under the tracks. 3,000 feet of 2x18/14mm innerducts will be installed in new and existing conduits to accommodate the new cable and locate wire. 3,400 feet of 48F cable and 2,996 feet of locate wire will be installed. 3,000 feet of existing cable plus slack will be removed. 2 new handholes will be installed and 2 existing handholes removed. One splice point will be created and one splice point removed. After surveying the work zone six deep excavations will be needed in order to dig down and capture the bore head. This is needed due to the limits of the UPRR right of way and dense soil composition. The revised plans are attached. Please see the revised budget below:

Revised Budget Summary 3-14-25

DESCRIPTION	CAPITAL	EXPENSE	TOTAL PROJECT	%
Engineering	14721.50	640.00	15,361.50	11.22
Permits & Lease				
Permit Costs	12000.00		12,000.00	8.77
Long Term Lease & Purchase - Capital				
Recurring cost (2 yr cost)				
Construction Material & Labor				
Construction Labor	83396.20	3561.30	86,957.50	63.54
Splice, Term, Testing (Contract Only)	3744.00		3,744.00	2.74
Material	8331.74		8,331.74	6.09
Internal Costs	10466.00		10,466.00	7.65
Project Total:	132,659.44	4,201.30	136,860.74	
			Cost Per Mile:	152067.49
			Cost Per Foot:	28.80

We are proceeding in good faith with this reconstruction project. Following completion of the Project, we shall make an accounting of final, unpaid, actual Costs of the Project and provide you with a copy of the accounting and an itemized invoice which include the Overage of **$26,097.24**. You agree to pay us the balance of such actual Costs within thirty (30) days after receipt of the itemized invoice.

Please sign below indicating your consent to continuation of work at the noted project site under these new circumstances and subject to the new estimated costs.

If you should need any additional information, please let me know. Thank you in advance for your cooperation.

Best Regards,

Johnny Garza (Mar 26, 2025 10:28 CDT)

Johnny A. Garza
Sr Eng Cslt-Network Regulations/Real Estate
Wireline Franchise & Right of Way
Verizon Business Group

AGREED AND ACCEPTED BY REIMBURSOR:
WILLIAMSON COUNTY

By: _____
Print Name: Valerie Covey
Title: Presiding Offer, Williamson County
Date: _____

Attachments

Commissioners Court - Regular Session **49.**

Meeting Date: 04/01/2025

Tracey Chambers Lane (Wilco Way) THC Antiquities Permit Application

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding an Antiquities Permit Application to the Texas Historical Commission (THC), required as part of the Due Diligence Environmental Investigation on the Tracey Chambers Lane (Wilco Way) extension project, a Facilities Department project in Commissioner Precinct 3. Project: P640.

Background

The permit requests the approval of an intensive archaeological pedestrian survey with subsurface testing required by the Texas Historical Commission (THC) on the Tracey Chambers Lane (Wilco Way) extension project. No investigations will take place until a permit is received from the Texas Historical Commission. Portions of the attached application have been redacted prior to placement on the court agenda, to protect restricted information. Redacted information will be included in the application to the Texas Historical Commission.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

TracyChambers(WilcoWay)-THC-AntiquitiesPermitApp

TracyChambers(WilcoWay)-THC-AntiquitiesPermitScopeRedacted

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/27/2025 03:02 PM
Form Started By: Marie Walters		Started On: 03/27/2025 09:35 AM
Final Approval Date: 03/27/2025		

TEXAS HISTORICAL COMMISSION

ANTIQUITIES PERMIT APPLICATION FORM ARCHEOLOGY

GENERAL INFORMATION

I. PROPERTY TYPE AND LOCATION

Project Name (and/or Site Trinomial) Tracy Chambers Lane (future Wilco Way) Extension Project
County (ies) Williamson
USGS Quadrangle Name and Number Round Rock, Texas 30097-E6
UTM Coordinates Zone 14 E 628800 N 3388256
Location 0.31 miles northwest of intersection of Southwestern Blvd and SE Inner Loop
Federal Involvement ❑ Yes ❑ No
Name of Federal Agency N/A
Agency Representative N/A

II. OWNER (OR CONTROLLING AGENCY)

Owner Williamson County
Representative Presiding Officer of the Williamson County Commissioners Court
Address 710 Main Street, Suite 101
City/State/Zip Georgetown, Texas 78226
Telephone (include area code) 512-943-1550 Email Address comm3@wilco.org

III. PROJECT SPONSOR (IF DIFFERENT FROM OWNER)

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

PROJECT INFORMATION

I. PRINCIPAL INVESTIGATOR (ARCHEOLOGIST)

Name Analise Hollingshead
Affiliation SWCA Environmental Consultants
Address 4407 Monterey Oaks Blvd Building 1, Suite 110
City/State/Zip Austin/Texas/78749
Telephone (include area code) 281-733-9791 Email Address analise.hollingshead@swca.com

(OVER)

ANTIQUITIES PERMIT APPLICATION FORM (CONTINUED)

II. PROJECT DESCRIPTION

Proposed Starting Date of Fieldwork April 1, 2025
Requested Permit Duration 5 Years _____ Months (1 year minimum)
Scope of Work (Provided an Outline of Proposed Work) see attached

III. CURATION & REPORT

Temporary Curatorial or Laboratory Facility SWCA Austin Office
Permanent Curatorial Facility Center for Archaeological Research at UTSA

IV. LAND OWNER'S CERTIFICATION

I, _____, as legal representative of the Land Owner,
_____, do certify that I have reviewed the plans and research design, and that no investigations will be performed prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Owner, Sponsor, and Principal Investigator are responsible for completing the terms of the permit.
Signature _____ Date _____

V. SPONSOR'S CERTIFICATION

I, *Same as owner*, as legal representative of the Sponsor, _____, do certify that I have review the plans and research design, and that no investigations will be performed prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Sponsor, Owner, and Principal Investigator are responsible for completing the terms of this permit.
Signature _____ Date _____

VI. INVESTIGATOR'S CERTIFICATION

I, Analise Hollingshead, as Principal Investigator employed by SWCA Environmental Consultants (Investigative Firm), do certify that I will execute this project according to the submitted plans and research design, and will not conduct any work prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Principal Investigator (and the Investigative Firm), as well as the Owner and Sponsor, are responsible for completing the terms of this permit.
Signature _____ Date 3.26.2025

Principal Investigator must attach a research design, a copy of the USGS quadrangle showing project boundaries, and any additional pertinent information. Curriculum vita must be on file with the Archeology Division.

FOR OFFICIAL USE ONLY

Reviewer _____ Date Permit Issues _____
Permit Number _____ Permit Expiration Date _____
Type of Permit _____ Date Received for Data Entry _____

Texas Historical Commission
Archeology Division
P.O. Box 12276, Austin, TX 78711-2276
Phone 512-463-6096
thc.texas.gov

SWCA
ENVIRONMENTAL CONSULTANTS
Sound Science. Creative Solutions.®

4407 Monterey Oaks Boulevard
Building 1, Suite 110
Austin, Texas 78749
Tel 512.476.0891 Fax 512.476.0893
www.swca.com

March 26, 2025

Rebecca Shelton
Texas Historical Commission
P.O. Box 12276
Austin, Texas 78711-2276

Re: Request for Antiquities Permit to Conduct Cultural Resources Investigations for the Wilco Way (Tracy Chambers Lane Extension) Project, Williamson County, Texas / SWCA Project No. 89305-001

Dear Rebecca Shelton:

This letter is a request for a Texas Antiquities Permit to conduct cultural resources investigations for the proposed Wilco Way (Tracy Chambers Lane Extension) Project in Williamson County, Texas (project). The project consists of extending Wilco Way (Tracy Chambers Lane Extension) by approximately 0.5 mile (0.8 kilometer) in length with the maximum width not being larger than 202 feet (62 meters), totaling 9.6 acres (3.9 hectares) (project area). As the proposed project is being undertaken by Williamson County, a political subdivision of the State of Texas, a Texas Antiquities Permit is required in accordance with the Antiquities Code of Texas (Texas Natural Resource Code, Title 9, Chapter 191) and accompanying Rules of Practice and Procedure (Texas Administrative Code, Title 13, Chapter 26).

If you have any questions or concerns, please contact me at (281) 733-9791 or analise.hollingshead@swca.com.

Sincerely,

Analise Hollinghead, M.S.
Principal Investigator

PROPOSED SCOPE OF WORK FOR CULTURAL RESOURCES INVESTIGATIONS FOR THE WILCO WAY (TRACY CHAMBERS LANE EXTENSION) PROJECT, WILLIAMSON COUNTY, TEXAS

Project Landowner and Sponsor – Williamson County
Project Consultant – SWCA Environmental Consultants
Principal Investigator – Analise Hollingshead, M.S.
Date – March 26, 2025

INTRODUCTION

On behalf of Williamson County, SWCA Environmental Consultants (SWCA) proposes to conduct an intensive archaeological survey in support of the Wilco Way (Tracy Chambers Lane Extension) Project (project), southeast of Georgetown in Williamson County, Texas (Figure 1). The project consists of extending the existing Wilco Way (Tracy Chambers Lane Extension) by approximately 0.5 mile (0.8 kilometer [km]) in length, with the maximum width not exceeding 202 feet (62 meters [m]), totaling 9.6 acres (3.9 hectares [ha]) (project area). Depth of impact for a majority of the project will be 2 feet (0.6 m), with maximum depth of impact to be 5 feet (1.5 m) where the project crosses Smith Branch Creek.

As the proposed project is owned and maintained by Williamson County, a subdivision of the State of Texas, the project will be subject to review under the Antiquities Code of Texas (ACT), and the archaeological field investigation will require a Texas Antiquities Permit. At this time, there is no federal nexus for the project; therefore, Section 106 of the National Historic Preservation Act (54 United States Code 306108) and its implementing regulations (36 Code of Federal Regulations [CFR] 800) are not applicable to these investigations.

SWCA proposes to conduct an intensive archaeological pedestrian survey with subsurface testing of the entire 9.6-acre (3.9-ha) project area (Figure 2). The goal of the work will be to identify any previously recorded prehistoric and historic-age archaeological sites in the project area; locate any previously undiscovered archaeological sites; establish vertical and horizontal site boundaries, as appropriate with regard to the project area; and evaluate the significance and eligibility of any site recorded for listing in the National Register of Historic Places (NRHP) and for designation as a State Antiquities Landmark (SAL). All work will be conducted in accordance with the ACT.

Project Description

The project area appears on the *Round Rock* (3097-134), *Texas*, U.S. Geological Survey (USGS) 7.5-minute topographic quadrangle maps. The project area is located 0.2 mile (0.3 km) northwest of the intersection of Wilco Way and Southeast Inner Loop, southeast of Georgetown, Texas. The project area is located between the Williamson County Juvenile Services and Williamson County Emergency Services buildings (see Figure 2).

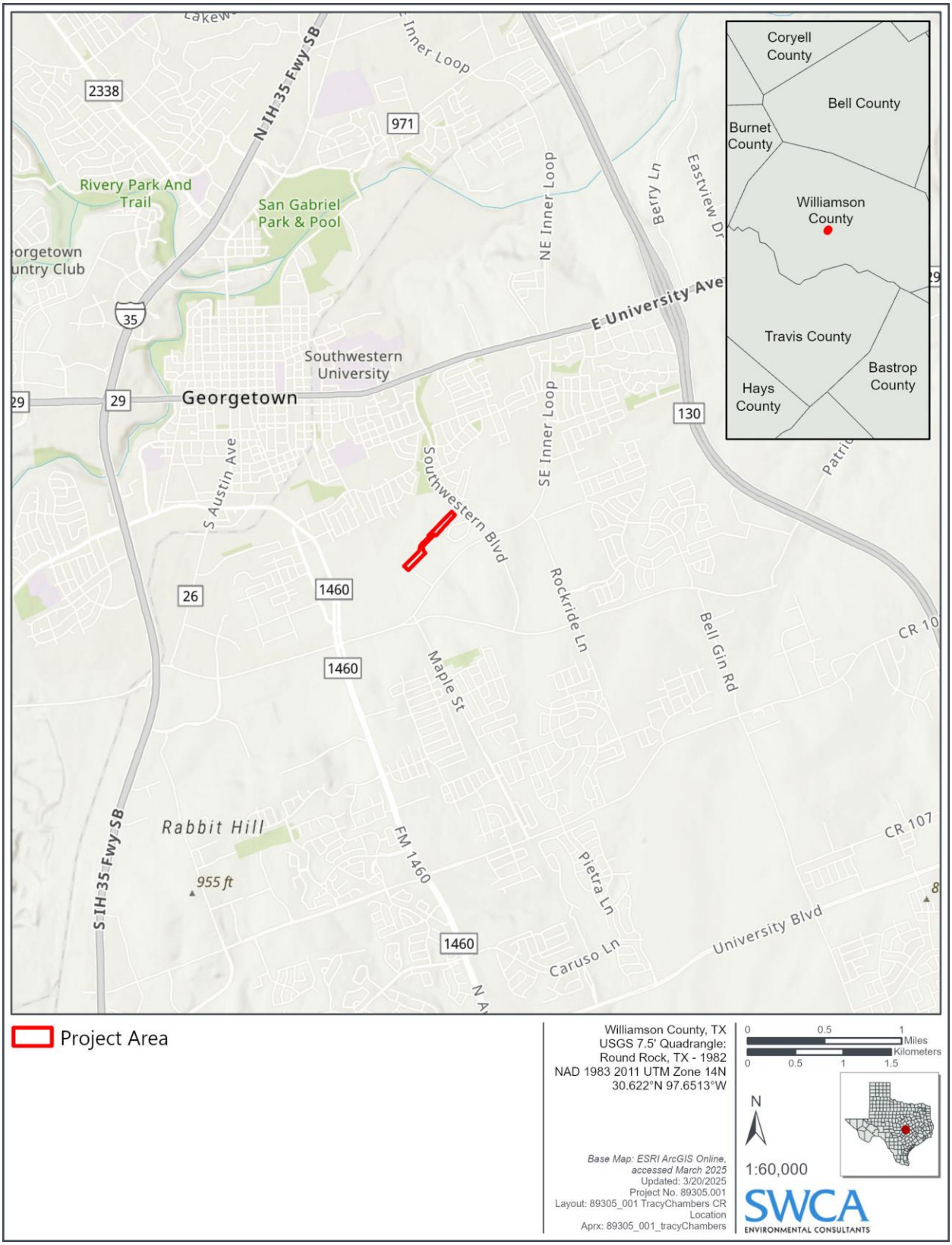


Figure 1. Project location.

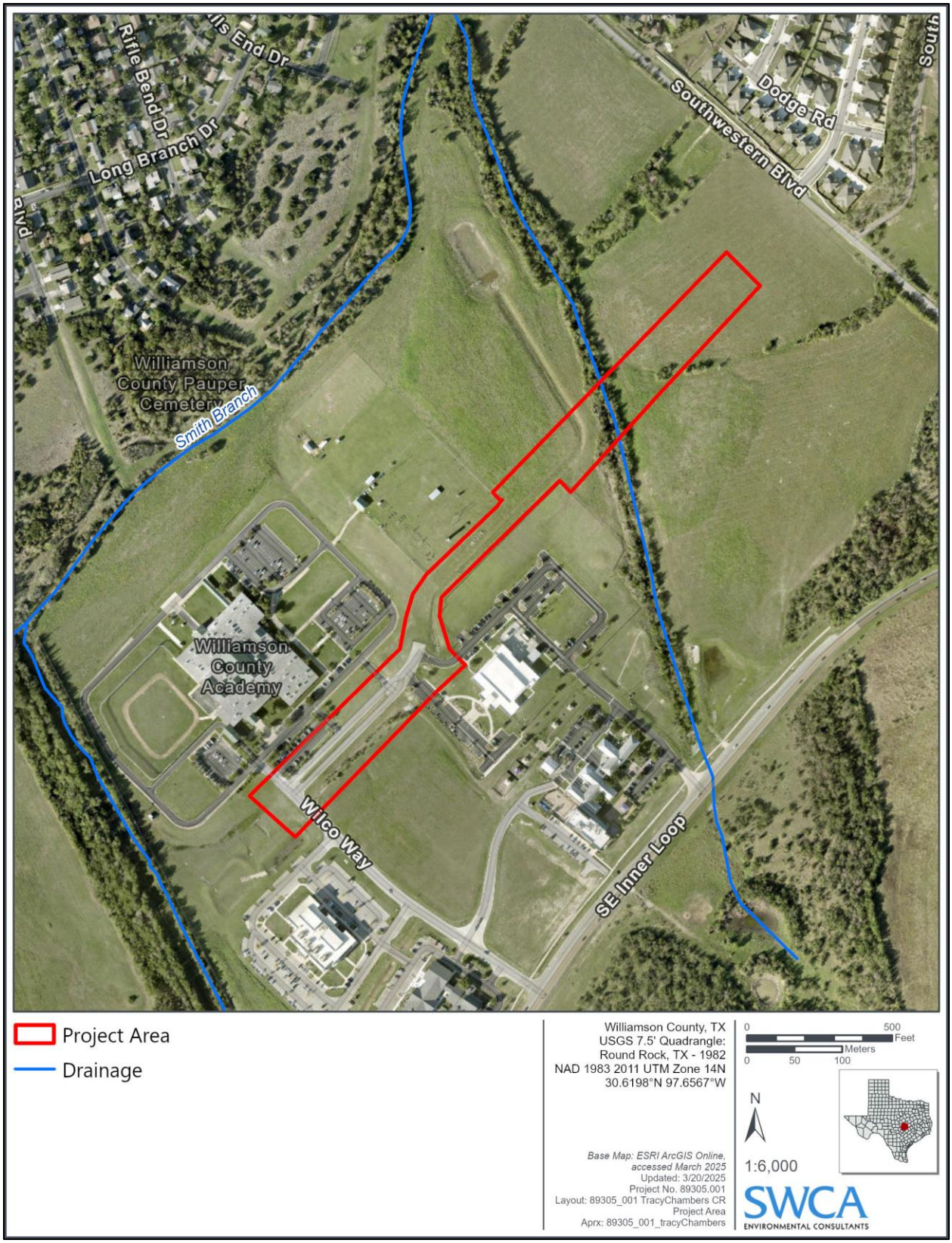


Figure 2. Project area overview.

PROJECT SETTING

The project area crosses the Northern Blackland Prairie subregion within the Texas Blackland Prairie ecoregion (Griffith et al. 2007). The physiography of the area is generally described as light to moderately dissected, irregular plains with low to moderate gradient streams containing silty, clayey, and sandy substrates. Historically, the landscape of these rolling to nearly level plains consisted of tallgrass prairie vegetation predominantly shaped by frequent fires and bison grazing (Griffith et al. 2007:61).

Geology

The underlying geology of the project area consists entirely of Del Rio Clay and Georgetown Limestone, undivided (Figure 3) (Barnes 1974; USGS 2025a). The series primarily comprises marl with major lithologic units of limestone throughout, and minor, unconsolidated amounts of clay deposited in estuarine environments dating back to the Late Cretaceous period (USGS 2025a).

Soils

According to the Natural Resources Conservation Service (NRCS) (2025), three soil series are mapped within the project area: Heiden clay of varying slopes (HeB and HedC2), and Houston Black clays (HoB) (see Figure 3). The Heiden series consists of deep to very deep, well-drained, very slowly permeable soils that formed in clayey residuum weathered from mudstone. These nearly level to moderately steep soils occur on footslopes of base slopes, shoulders of interfluves, and backslopes and side slopes of ridges on dissected plains (NRCS 2025). The Heiden series covers approximately 6.3 acre (2.5 ha) of the project area, or 65.4%. The Houston Black soil series consists of very deep, moderately well-drained, very slowly permeable soils formed in clayey residuum derived from Cretaceous-age mudstone (NRCS 2025). These soils occur on interfluves and side slopes of upland ridges on dissected plains. The Houston Black series covers approximately 3.3 acres (1.3 ha) of the project area, or 34.6%. The project area parallels Smith Branch, a headwater stream that feeds into the San Gabriel River, suggesting any alluvial deposits present with the project area could be recent in age. The soils, geologic data, and topographic location of the project area along ridges suggest the project area has a low to moderate potential to contain buried cultural materials.

BACKGROUND REVIEW

An SWCA archaeologist researched the Texas Archeological Sites Atlas (Atlas), a restricted, online database maintained by the Texas Historical Commission (THC) and the Texas Archeological Research Laboratory, for any previously recorded surveys and historic-age or prehistoric archaeological sites located in the project area or within 0.6 mile (1.0 km) (i.e., study area) (Figure 4) (THC 2025a). In addition to identifying previously recorded archaeological sites, the Atlas review includes the following types of information: NRHP districts and properties, SALs, Recorded Texas Historic Landmarks (RTHLs), Official Texas Historical Markers (OTHMs), cemeteries, and local neighborhood surveys. Listings in Atlas are limited to projects under purview of the ACT; therefore, the Atlas does not necessarily list all previous work conducted within a specific area. However, SWCA made a concerted effort to obtain reports for all previous cultural resources work conducted in the project area.

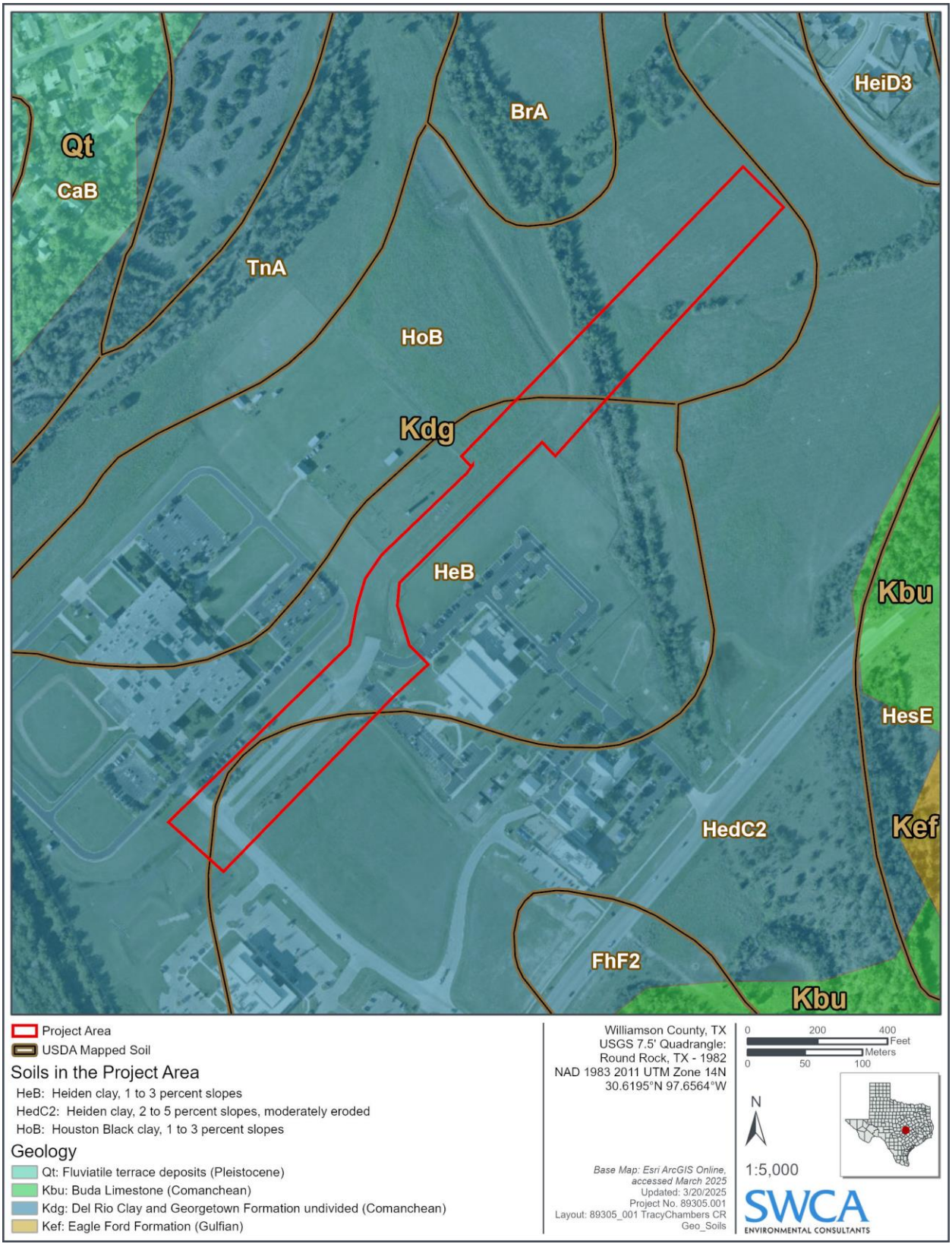


Figure 3. Geology and soils in the project area.

An SWCA architectural historian reviewed the Texas Department of Transportation (TxDOT) Historic Resources Aggregator (Aggregator), which maps resources and districts determined eligible for the NRHP, National Historic Landmarks (NHLs), and local historic districts (TxDOT 2025). The Aggregator also has a data set for the 1936 Texas Centennial Markers, which are eligible for the NRHP under Criterion A for Social History in the *Monuments and Buildings of the Texas Centennial Multiple Property Submission Documentation Form* (TxDOT 2025; Wilson and Smith 2018). SWCA also reviewed the study and project areas for Family Land Heritage (FLH) Centennial Farms identified by the Texas Department of Agriculture (TDA), as well as cemetery locations on Find a Grave's (2025) online database, and relevant locations in the Texas Freedom Colonies Project (TDA 2025; Texas Freedom Colonies Project 2025).

As part of the review, SWCA also examined the TxDOT Historic Overlay, a mapping/geographic information system (GIS) data set with historical maps and resource information covering most portions of the state (Foster et al. 2006), historical USGS quadrangle maps available on the USGS TopoView website (USGS 2025b), and historical aerial photography contained on the Nationwide Environmental Title Research (NETR) Historic Aerials website (NETR 2025) to determine if any historic-age resources such as potential historical features, and/or potential historical resources (PHRs) are located within the study and project areas.

The background review identified eight previously conducted archaeological surveys, three previously recorded archaeological sites, and one cemetery located within the study area (see Figure 4). No NHLs, NRHP-listed or -eligible districts or properties, SALs, RTHLs, OTHMs, freedom colonies, or local neighborhood surveyed resources are in the study area (TDA 2025; Texas Freedom Colonies Project 2025; THC 2025a; TxDOT 2025). Based on historical map analysis, 23 PHRs are within the study area (Figure 5) (NETR 2025; USGS 2025b). None of the PHRs are located within the project area; however, one PHR is located adjacent to (within 300 feet [91.4 m] of) the project area.

Previous Cultural Resources Surveys

The background review identified eight previously conducted cultural resources surveys, one of which intersects the western half of the project area (Table 1; see Figure 4) (THC 2025a). This survey was conducted in 2021 by Blanton & Associates, Inc. (Blanton), on behalf of Williamson County for the Juvenile Justice Center Smith Branch Flood Control project (Burden and Goodson 2021). Although the project was mainly focused on investigations along Smith Branch Creek, outside of the project area, they did conduct pedestrian survey of Wilco Way. No shovel testing was conducted within the Wilco Way (Tracy Chambers Lane Extension) portion due to the level of previous disturbances. The project documented sites 41WM1434 and 41WM1435, discussed in further detail below. However, no cultural materials or sites were identified within the proposed project area (Burden and Goodson 2021). The remaining seven previously conducted cultural resources surveys are discussed in Table 1.

Table 1. Previously Conducted Cultural Resources Investigations within the Study Area

Year	Survey Type	Atlas No.	Distance to Project area	ACT Permit	Investigating Firm	Agency	Comments
1977	–	8500004851	Within 0.6 mile (1.0 km)	–	–	U.S. Environmental Protection Agency	No further information available on the Atlas (THC 2025a).
1999	–	8400000779	Within 0.6 mile (1.0 km)	–	–	City of Georgetown	No further information available on the Atlas (THC 2025a).

Year	Survey Type	Atlas No.	Distance to Project area	ACT Permit	Investigating Firm	Agency	Comments
1999	Linear survey	8400000780	Within 0.6 mile (1.0 km)	–	–	City of Georgetown	No further information available on the Atlas (THC 2025a).
1999	Linear survey	8400000782	Within 0.6 mile (1.0 km)	–	–	City of Georgetown	No further information available on the Atlas (THC 2025a).
2006	Area survey	8500013663	Within 0.6 mile (1.0 km)	3760	Horizon Environmental Services, Inc.	TxDOT	Survey of Farm-to-Market Road 1460.
2010	Area survey	8500020244	Within 0.6 mile (1.0 km)	4992	American Archeology Group	City of Georgetown	Survey for extension of the southeast inner loop in Georgetown.
2011	Area survey	8500019901	Within 0.6 mile (1.0 km)	–	American Archeology Group	City of Georgetown	No further information available on the Atlas (THC 2025a).
2021	Area survey	8500082047	Within project area	9314	Blanton & Associates Inc.	Williamson County	Within western half of project area, documented Williamson County Poor Farm Cemetery.

Source: THC (2025a)

Note: Light gray indicates surveys that intersect project area.

Previously Recorded Archaeological Sites

According to the background review, three previously recorded archaeological sites are located within the study area (i.e., 41WM1265, 41WM1434, and 41WM1435) (Table 2; see Figure 4) (THC 2025a). Discussion is limited to sites 41WM1434 and 41WM1435, with site 41WM1265 discussed in Table 2.

Site 41WM1434 is the Williamson County Pauper or Poor Farm Cemetery, recorded during Blanton's investigation in 2021. The cemetery contains at least 27 unmarked graves, with more suspected outside the currently mapped boundaries based on archival research (Burden and Goodson 2021). The cemetery was used in association with the Williamson County Poor Farm, serving as the resting ground of paupers, orphans, convicts, and inmates who worked at the farm from 1883 to 1941 (Burden and Goodson 2021). The proposed project area is located within the former Williamson County Poor Farm, according to archives (Burden and Goodson 2021). Due to limits of Blanton's investigation, further work could not determine if the site is eligible for NRHP or SAL. As such, the site remains undetermined for the NRHP or SAL eligibility (THC 2025a). The proposed project is located 1,350 feet (411 m) southeast of the cemetery, and therefore will not be negatively impacted by the proposed project.

Site 41WM1435 is the remnant railroad grade of the former Missouri, Kansas, and Texas railroad line dating back to the early twentieth century (Burden and Goodson 2021). The site was originally recorded by Blanton in 2021, who recommended the site as ineligible for the NRHP and as a SAL, with the THC concurring in September 2017 (Burden and Goodson 2021; THC 2025a).

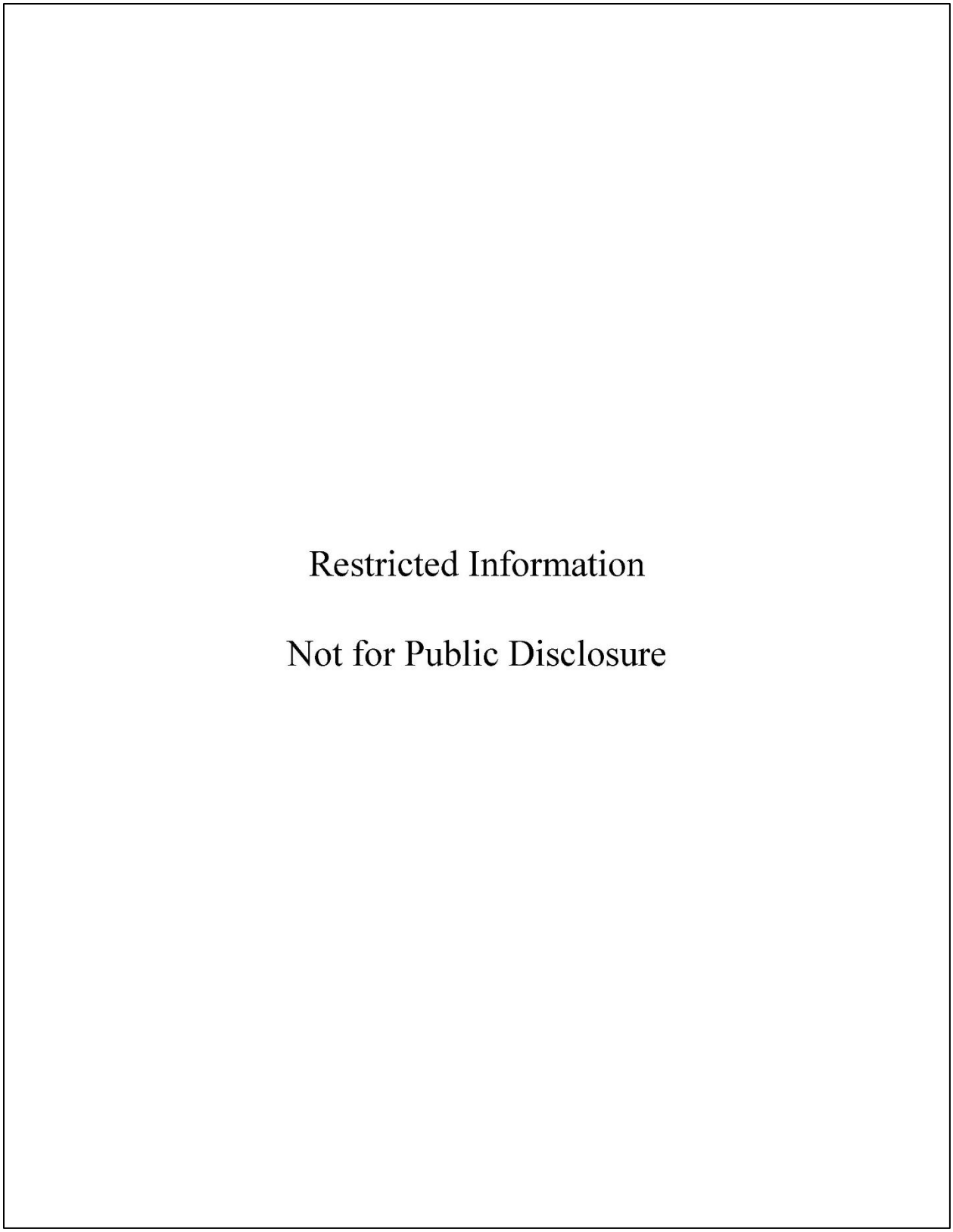


Figure 4. Cultural resources background review results map.

Table 2. Previously Recorded Archaeological Sites within the Study Area

Trinomial	Site Type	Distance to Project Area	Description	NRHP Eligibility
41WM1265	Historic-age homestead		Six structures associated with the Booty family homestead dating from the early to mid-twentieth century.	Undetermined
41WM1434	Historic-age cemetery		Williamson County Poor Farm Cemetery, dating from 1883 to 1941. Cemetery includes 27 unmarked graves, historically served as the county's primary burial ground for paupers, orphans, convicts, and inmates of the nearby poor farm (Burden and Goodson 2021).	Undetermined (THC 9/27/2021)
41WM1435	Historic-age railroad		Remnant of the former Missouri, Kansas, and Texas railroad line. Raised embankment remains.	Ineligible (THC 9/26/2017)

Source: THC (2025a)

Historical Map Review

A total of 23 PHRs and one historical linear feature (i.e., the Missouri, Kansas, and Texas railroad) were identified within the study area. None of the PHRs are within the project area; however, one PHR is adjacent to (within 300 feet [91.4 m] of) the project area (see Figure 5). All resources are depicted on reviewed historical maps and aerial imagery dating from 1893 to 1982 (Foster et al. 2006; NETR 2025; USGS 2025b).

PROPOSED SCOPE OF WORK

Intensive Archaeological Survey

Once an Antiquities Permit has been obtained, SWCA will conduct an archaeological field survey of the 9.6-acre (3.9-ha) project area. The field survey will be performed by a team of two SWCA archaeologists walking the proposed project area. SWCA archaeologists will survey two, 100-foot-wide (30.5-m-wide) transects along the project area, examining the ground surface for artifacts and features. The survey will be of sufficient intensity to determine the nature, extent, and, if possible, potential significance of any cultural resources located within the proposed project area. Subsurface explorations will be accomplished through shovel testing. The placement and quantity of these excavations will depend on the level of disturbance within the proposed project boundary and the nature of the soils, geology, and topography. Although the western half of the project area has been previously investigated, no shovel testing was conducted within this portion (see Figure 4) (Burden and Goodson 2021). As such, SWCA proposes to shovel test the entire 9.6-acre (3.9-ha) project area.

Shovel tests will be approximately 12 inches (30 centimeters [cm]) in diameter and excavated in arbitrary 8-inch (20-cm) levels to 31 inches (80 cm) below surface unless the bottom of Holocene deposits in depositional areas, subsoil in upland areas, or bedrock are encountered which preclude reaching that depth. The matrix will be screened through ¼-inch mesh. The location of each shovel test will be plotted using a submeter accurate GPS receiver, and each test will be recorded on appropriate project field forms. Shovel tests will be excavated according to Council of Texas Archaeologists (CTA) standards (CTA 2020) promulgated by the THC.

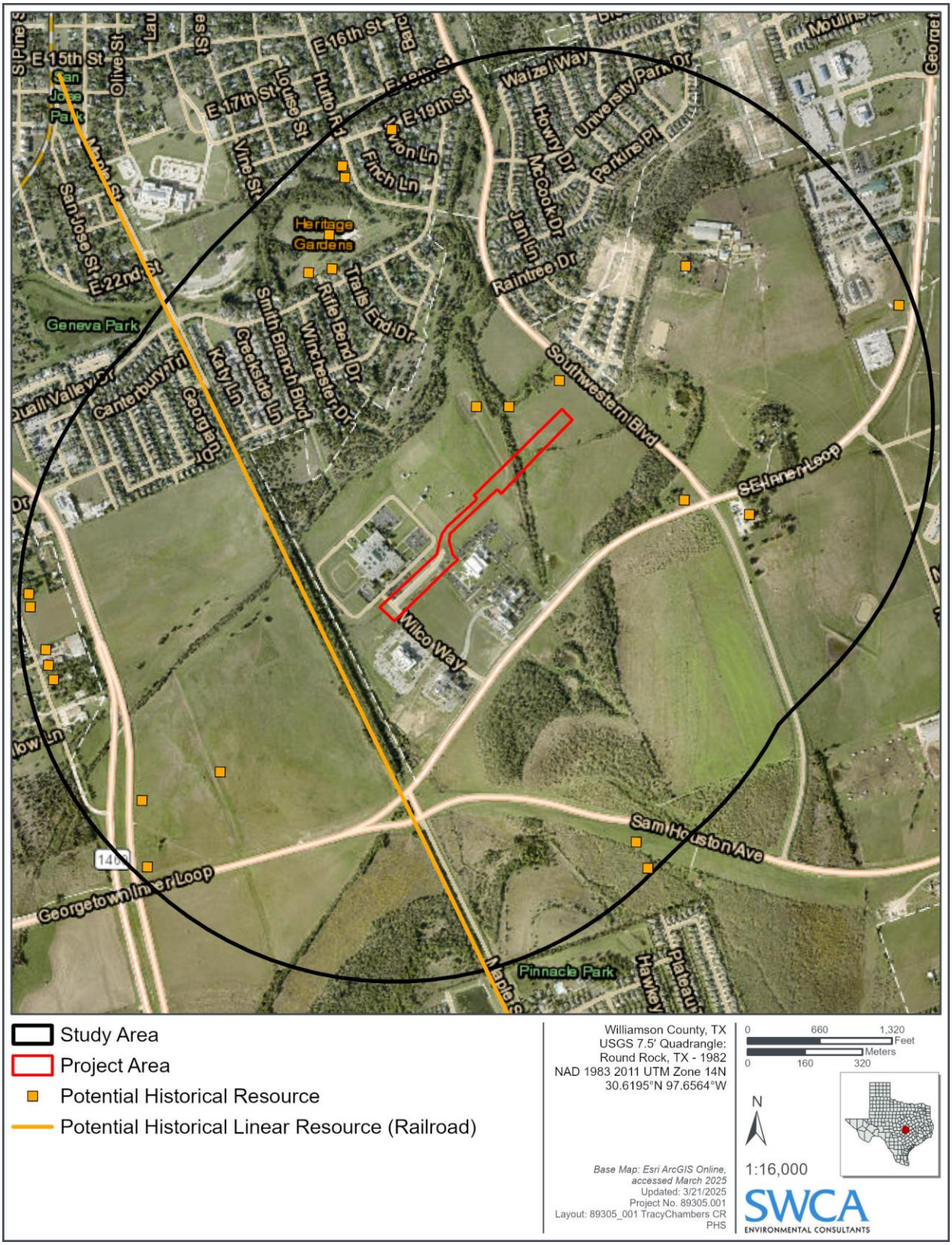


Figure 5. Potential historical resources map.

For projects less than 25 acres (10.1 ha) in size, standards require a minimum of two shovel tests per acre. Based on these standards, a minimum of 20 shovel tests are required for this project. Any deviations from these standards will be clearly discussed and explained in the resulting report for the investigation.

Potential Deep Testing Area Review

SWCA geoarchaeologist and Principal Investigator Analise Hollingshead, M.S., reviewed the project area to determine if deep mechanical investigations (i.e., backhoe trenching) are warranted and, if so, to what extent. The soils, geology, and lack of significant terrace development along the adjacent first-order creek in the project area precludes the likelihood of intact, deeply buried cultural deposits; therefore, deep testing investigations are not warranted within the project area, as currently defined. In the event that shovel test excavations determine the potential for cultural deposits deeper than 31 inches (80 cm) below surface, SWCA will make recommendations for any areas that would require deep testing (i.e., backhoe trenching). If deep testing is determined to be necessary, an ACT permit amendment detailing this proposed methodology will be submitted to the THC for review and approval.

Site Documentation

If an archaeological site is encountered during the investigation, it will be explored as much as possible with consideration to land access constraints. All recorded sites will be mapped in detail and plotted on USGS 7.5-minute topographic quadrangle maps with a hand-held, submeter accurate GPS unit and appropriate project maps for planning purposes. All identified sites will be assessed regarding potential significance so that recommendations can be made for property management (i.e., avoidance, non-avoidance, or further work).

All identified cultural resources will be delineated and recorded following CTA standards (CTA 2020) promulgated by the THC. An archaeological site is defined as physical evidence of human activity that is at least 50 years old and contain, or are characterized, by one or more of the following criteria:

- Ten or more artifacts (of any class and type) within a 50-foot (15-m) diameter area. Fire-cracked rock or artifacts that all appear to originate from a single source (e.g., one ceramic pot drop, one broken glass bottle) are not considered a site; however, discrete, single knapping episodes (activity areas) are also treated as a site.
- One or more datable archaeological features (with or without associated artifacts).
- Two or more undatable archaeological features within 100 feet (30.5 m) of each other.
- A single undatable feature with associated artifacts.

If an archaeological site is identified during the investigation, SWCA will delineate the site according to CTA standards (CTA 2020). Cultural manifestations observed greater than 100 feet (30.5 m) apart will be considered spatially unrelated, and cultural materials that do not fit within the archaeological site criteria will be considered Isolated Occurrences. As such, occurrences will be recorded noting the type and quantity of materials, as well as the size and shape of any features, architectural/construction details, possible function, and any potential relationship to nearby cultural materials. Additionally, guidelines set forth by the THC's *Guidance for Studying Late nineteenth-Century and Early twentieth-Century Sites* (THC 2025b) will be followed for any historic-age sites documented within the project area.

SWCA proposes a non-collection survey. Artifacts will be tabulated, analyzed, and documented in the field but not collected. Temporally diagnostic artifacts will be described in detail and photographed in the field. This policy will reduce curation costs once the fieldwork is concluded; however, as per the

stipulations of the Antiquities Permit, all paperwork and photographs generated during the field investigation must be curated at an approved repository.

The following procedures will be initiated in the event unanticipated human remains are discovered. Should human remains be encountered during construction, work in the immediate area will cease, and the archaeological survey crew and Principal Investigator will evaluate the finding(s) and provide recommendations for how to manage the resource under Texas Health and Safety Code and Chapter 49 of the Texas Code of Criminal Procedure. Upon discovery of human remains by the Principal Investigator, the appropriate law enforcement officials, Williamson County representative, and the THC will be notified immediately. In all cases, the location will be immediately secured with all work to cease within the project area and a buffer zone of at least a 100-foot (30.5-m) radius from the discovery. Any human remains will be carefully covered with muslin fabric, geotextile and lightweight plastic sheeting, and reburied under a shallow blanket of soil to prevent unnecessary exposure. Care will be taken to prevent any disturbance of the potential human remains during removal of vehicles and equipment. Until appropriate consultation has occurred, the discovery shall remain protected from any disturbance, such that no human remains, or associated artifacts are touched, moved, or collected. Until consultation is complete, and a removal strategy is defined, the human remains will remain in place (in the ground), protected from natural forces, vandalism, and looting. Construction in the area of discovery may resume only upon approval and/or clearance by the THC (and law enforcement, if applicable).

Reporting and Curation

SWCA will prepare a draft report of the investigation detailing the results of the archaeological and historic resources surveys. The report will conform to THC and CTA reporting standards (CTA 2025). The report will document the general nature of the project area, the methodology used in the investigation, the presence and condition of any previously recorded sites revealed in the records review, the general nature and extent of cultural resources encountered during the archaeological survey, recommendations on the need for further work, and the potential significance of the cultural resources regarding future development and NRHP/SAL status.

SWCA will submit a digital draft copy of the report to Williamson County for review and comment. Once this has been accomplished, SWCA will incorporate any appropriate edits and will submit a final draft report to the THC for review and comment. As part of completing Antiquities Permit requirements, SWCA will furnish two electronic copies of the final report on a tagged PDF formatted CD, as well as project area shapefiles, to the THC, and complete an Abstracts in Texas Contract Archeology Summary form and abstract text online. Field records will be curated at an approved curatorial facility which, in this case, is the Center for Archaeological Research at The University of Texas at San Antonio, per requirements of the ACT.

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Commissioners Court - Regular Session **50.**

Meeting Date: 04/01/2025

Tracey Chambers Lane (Wilco Way) CAR Letter of Transfer

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding a Letter of Transfer/Ownership to the Center for Archeological Research (CAR), for archeological collections (records only) obtained as part of the Texas Historical Commission permit process required as part of the Due Diligence Environmental Investigations on the Tracey Chambers Lane (Wilco Way) extension Project, a Facilities Department Project in Commissioner Pct. 3. Project: P640

Background

The Texas Historical Commission requires that as part of the Environmental Due Diligence Investigations, any records are to be kept by the Center for Archeological Research (CAR). A copy of the final report will be provided to the CAR per 13 TAC 26.1 for their records.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

TracyChambers(WilcoWay)-CAR-LetterofTransfer

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/27/2025 03:06 PM
Form Started By: Marie Walters		Started On: 03/27/2025 10:15 AM
Final Approval Date: 03/27/2025		

Acc CAR _____

CENTER FOR ARCHAEOLOGICAL RESEARCH
GOVERNMENTAL AGENCY CURATION AGREEMENT

This letter documents the transfer of archaeological collections and records from

Williamson County

name of governmental agency and/or subdivision

to the Center for Archaeological Research (CAR), The University of Texas at San Antonio (UTSA), for the following:

Project Tracy Chambers Lane (Wilco Way) Extension

Project No. SWCA No. 89305-001

County(ies) Williamson Co.

Site No(s)

Permitting Agency TAC Permit # TBD

Description of Materials
Records and photographs generated during pedestrian and shovel test survey

The transfer of the above described documents and materials to CAR is made for the purpose of allowing CAR to retain in trust for Sponsor in accordance with the provisions of Tex. Nat. Res. Code §191.058(b), the regulations promulgated by the Texas Historical Commission found in 13 T.A.C. §26.1, et. seq., and all other applicable laws and regulations. As the curating facility, CAR may make copies, electronically scan images or documents, microfilm, make loans, request and authorize analyses, reorganize the collection, and otherwise preserve, conserve and use these materials as outlined in guidelines for curation repositories. Any permanent transfer of items should be to a facility with equal capacity for permanent curation. Though CAR is the acknowledged holder of these materials and may use them as stated above, actual ownership of the materials and records rests with the governmental entity indicated as Sponsoring Agency. Unless otherwise prohibited by state or federal law or regulation, CAR agrees that upon the written request of Sponsor, the materials shall be returned to Sponsor for temporary or permanent display in a certified curation facility that can properly display and maintain the materials.

Signature - Authorized Agent of Sub. Gov. Agency	Signature - Authorized Agent of Sub. Arch.
Authorized Agent of Sponsor (type or print)	Analise Hollingshead Authorized Agent of Sub. Arch. (type or print)
Title/Position	Principal Investigator Title/Position
Date	3/26/2025 Date
Address: Williamson County Historic Courthouse 710 Main Street, Suite 101 Georgetown, Texas 78226	Address: 4407 Monterey Oaks Blvd. Bldg. 1, Suite 110 Austin, Tx 78749

Commissioners Court - Regular Session **51.**

Meeting Date: 04/01/2025

ILA with Jarrell for CR 305

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Interlocal Agreement with the City of Jarrell regarding participation in the design and construction costs related to the CR 305 project. Funding Source: Bonds P686

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ILA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/27/2025 03:04 PM
Form Started By: Charlie Crossfield		Started On: 03/27/2025 10:02 AM
Final Approval Date: 03/27/2025		

INTERLOCAL AGREEMENT
REGARDING THE PARTICIPATION OF THE CITY OF JARRELL, TEXAS, AND WILLIAMSON COUNTY, TEXAS IN THE DESIGN AND CONSTRUCTION COSTS RELATED TO THE COUNTY ROAD 305 PROJECT

THE STATE OF TEXAS §
§ KNOW ALL BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

THIS INTERLOCAL AGREEMENT ("**Agreement**") is entered into between the City of Jarrell, Texas ("**City**"), a Texas general law type-A municipality, and Williamson County, a political subdivision of the State of Texas ("**County**"). In this Agreement, City and the County are sometimes individually referred to as a "**Party**" and collectively referred to as the "**Parties**."

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties;

WHEREAS, the County is and has been in the process of designing and constructing improvements to County Road 305 from Interstate Highway 35 to County Road 307, as shown in Exhibit "A" attached hereto ("County Project");

WHEREAS, the City desires to cooperate with the County to facilitate the construction of the County Project; and

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the County and City agree as follows:

PURPOSE

1.01 General. The purpose of this Agreement is to provide consent for the City's participation in the design, right-of-way acquisition, utility relocation, and construction of the County Project.

II.
DESIGN AND CONSTRUCTION OF COUNTY PROJECT

2.01 Design of County Project. The County shall be responsible for contracting with a firm ("Design Firm") regarding the engineering and design for the County Project and shall ensure that the design includes the following:

Reconstruction of the existing road as a three-lane road.

2.02 Design and Construction Costs. The County shall be responsible for all costs associated with the preliminary and final design, right-of-way acquisition, relocation of utilities not owned by the City, construction bidding, project management, and all other costs related to the

County Project ("Project Cost"). The estimated Construction Cost is $20,000,000, which includes all costs related to the construction County Project; except that City shall be solely responsible for the relocation of any City utilities.

2.03 Construction Plans. The County Project plans and specifications, including any amendments, for the improvements shall be provided to the City for review and comment prior to construction.

2.04 Inspection. City may inspect all aspects of the County Project during construction. Upon receipt of notification from City that City's inspectors determine the construction by the County is not in accordance with the approved project plans, the County shall cease construction until the deficiency can be identified and a corrective plan of construction implemented with the agreement of City.

2.05 Permits. The County shall be responsible for obtaining permits, if any, required for the construction of the County Project.

2.06 Insurance, Bonds and Warranties. The County shall require the contractor for the County Project to name the City as an additional insured on any policies related to the County Project. The County shall require all performance and maintenance bonds in favor of the City in amounts satisfactory to the City. All applicable warranties shall be transferred to City upon final completion and acceptance of the County Project.

III.
CITY OBLIGATIONS

3.01 Permission to Construct. City agrees to allow the County to construct the County Project on and within City property.

3.02 Permission to Acquire ROW. The City agrees to allow the County to acquire easements and right-of-way for the County Project, through condemnation or otherwise, within the City's boundaries. The City further agrees to provide the right-of-way footprint to potential developers and acquire the right-of-way through the development process to the extent possible.

3.03 Operation and Maintenance After Acceptance. City agrees to be responsible for the operation and maintenance of the County Project improvements within the City's territorial limits after completion and acceptance by the City.

3.04 City Payment. The City shall reimburse the County for the County Project in an amount not to exceed FOUR HUNDRED SIXTY THOUSAND AND NO/100 ($460,000.00) for the design and construction, including utility relocation costs (together "City Participation Amount"). The County will submit reimbursement requests up to the City Participation Amount using the following payment schedule: 25% upon full execution of the Agreement between the City and County, 25% upon awarding bid, 25% when construction is 50% complete, as determined by the value of the work completed to date against the contract amount, and 25% upon substantial

completion.

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

3.06 NO LIABILITY OR WARRANTY OF SERVICES. CITY AGREES AND ACKNOWLEDGES THAT THE COUNTY DOES NOT ASSUME ANY LIABILITY FOR, OR WARRANT, THE SERVICES THAT A THIRD PARTY PROVIDES PURSUANT TO THIS AGREEMENT OR CONSTRUCTION AGREEMENT. CITY AGREES AND ACKNOWLEDGES THAT THE COUNTY SHALL NOT BE LIABLE FOR ANY CLAIM OR CAUSE OF ACTION THAT CITY MAY HAVE NOW OR IN THE FUTURE AGAINST AN ENGINEER OR THIRD PARTY FOR ANY DAMAGES OF ANY NATURE WHATSOEVER ALLEGEDLY SUSTAINED BY CITY, OR ANYONE HAVING A CLAIM BY, THROUGH OR UNDER CITY RELATED IN ANY WAY, DIRECTLY OR INDIRECTLY, WITH THE SERVICES PROVIDED BY A THIRD-PARTY PURSUANT THIS AGREEMENT.

IV.
DISPUTES

4.01 Material Breach; Notice and Opportunity to Cure.

(a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice which may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach.

(b) Any non-defaulting Party will mitigate direct or consequential damages arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration, or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

4.02 Equitable Relief. In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in monetary damages alone, the Parties agree that after providing notice and an opportunity to cure in accordance with Section 4.01 above, the Parties shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party shall be liable to the other for all costs actually incurred in pursuing such remedies, including reasonable attorney's fees, and for any penalties or fines as a result of the failure to comply with the terms including, without limitation, the right to obtain a writ of mandamus or an injunction requiring the governing body of the defaulting party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

4.03 Agreement's Remedies Not Exclusive. The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

V.
GENERAL PROVISIONS

5.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code.*

5.02 Term. This Agreement shall commence upon execution of this Agreement and shall end upon the completion of the County Project and acceptance of the public improvements by the City.

5.03 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

5.04 Payment from Current Revenues. Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose.

5.05 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

5.06 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings

or representations, whether oral or written, regarding the subject matter and only relates to those portions of the County Project shown in Exhibit A.

5.07 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

5.08 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. The venue for any action arising hereunder will be in Williamson County, Texas.

5.09 Notices. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

JARRELL:
City Manager
161 Town Center Blvd
Jarrell, Texas 76537

COUNTY:
710 S. Main Street
Georgetown, Texas 78626
Attn: County Judge
Telephone: (512) 943-1550
Facsimile: (512) 943-1662

5.10 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

5.11 Authority. Each Party represents and warrants that it has the full right, power, and authority to execute this Agreement.

5.12 Effective Date. This Agreement is executed to be effective on the date the last Party signs this Agreement.

5.13 No Joint Venture. The County Project is the sole project of the County and is not a joint venture or other partnership with the City.

(SIGNATURES ON FOLLOWING PAGE)

THE CITY OF JARRELL, TEXAS

By: _____

Name: Jorge L. Hernandez

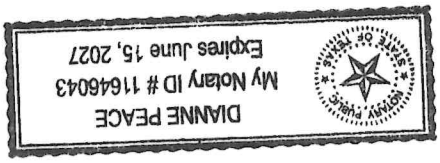
Its: City Manager

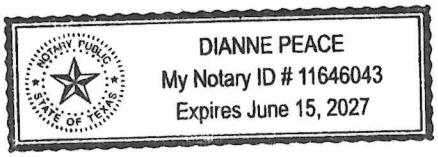
THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this 19th day of March, 2025, by Jorge Hernandez as City Manager of the City of Jarrell, Texas, on behalf of said City.

_____

Notary Public, State of Texas





WILLIAMSON COUNTY, TEXAS

By: _____
Williamson County Presiding Officer

ATTEST:

By: _____
Nancy Rister, County Clerk

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this ____ day of _____ _____, 2025, by _____ Presiding Officer of Williamson County, Texas, on behalf of said County.

_____
Notary Public, State of Texas

Exhibit "A"

PROJECT 4.11

CR 305

PROJECT DESCRIPTION

DESIGN AND POSSIBLE RE-CONSTRUCTION AND WIDENING OF CR 305 FROM I-35 TO CR 307

BUDGET AMOUNT

$20M

NOTE

$460K CONTRIBUTION FROM THE CITY OF JARRELL

Commissioners Court - Regular Session **52.**

Meeting Date: 04/01/2025

Hero Way 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 BJ Hogan related to the right of way acquisition on parcel 206. Funding Source LTP P457

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

claim

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/27/2025 03:01 PM
Form Started By: Charlie Crossfield		Started On: 03/27/2025 08:59 AM
Final Approval Date: 03/27/2025		

CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information

1. Name of Claimant(s) B. J. Hogan	Parcel No: 206	County: Williamson Project: RM 2243 / Hero Way

☐ Residence ☐ Business ☐ Farm ☐ Nonprofit ☐ Sign ☒ Other

2. Address of Property Acquired by Williamson County:
7650 RM 2243
Leander, Texas 78641

Claimant's Telephone No.: [redacted]

3. Address Moved To:
Remainder and
[redacted]

4. Occupancy of Property Acquired by Williamson County:

From (Date):	To (Date of Move):
1980	03-01-2025

☐ Owner/Occupant ☒ Tenant

5. Distance Moved: 31 Miles

7. Mover's Name and Address:
A-line Relocation
429 Doe Run
Georgetown, Texas 78628

6. Controlling Dates	Mo.	Day	Yr.
a. First Offer in Negotiation	12	22	2022
b. Date Property Acquired	06	13	2023
c. Date Required to Move	12	27	2023

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	$73,386.96
b.	Reestablishment Expenses	$
c.	Searching Expenses	$
d.	Tangible Property Loss	$
e.	Storage	$
f.	Temporary Lodging	$
g.	**Total Amount**	**$73,386.96**

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.

B. J. Hogan
Claimant

Date of Claim: 3-19-25

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 $ 73,386.96

3-20-2025
Date

Relocation Agent

Date

Williamson County

RIGHT OF WAY OF TEXAS, LLC

3411 Sam Bass Road, Round Rock, Texas 78681
(O) (512) 372.6220

March 25, 2025

TO: Lisa Dworaczyk, Sheets and Crossfield

FROM: Danny Jackson, Right of Way of Texas

SUBJECT: Personal Property Move Claim

Williamson County:
Hero Way
Parcel 206

Forms included with this submission include:

Claim Form for Actual Moving Expenses
Invoice #SM1078 from A-Line Relocation
W-9 A-Line Relocation
Signed Agreement For Direct Payment to Vendor
Displacement Pictures
Certification of Eligibility
Two Move Estimates from A-Line Relocation and Buehler Companies
Vacancy Pictures
Replacement Pictures
Relocation Advisor Assistance Parcel Record
30 day notice to Vacate
90 day relocation letter

REMARKS

Attached is the unpaid invoice from A-Line Relocation for the personal property move for BJ Hogan.

The reason for the increase in cost from the original estimates was that the displacee decided to move additional vehicles and various metal items that he had originally said he was not going to move this added to the cost of moving and transporting the items. Included in this package is a email from the mover explaining the additional costs.

We have verified that the items that were contracted to be moved have been moved. We recommend payment of the invoice as submitted.

If you have any questions or need any additional information, please do not hesitate to call me at 512-922-5930.

A-Line Relocation
429 Doe Run
Georgetown, TX 78628
+15129688883
Travis@ALineRelocation.com
www.ALineRelocation.com

INVOICE

BILL TO
BJ Hogan
7650 ranch to market 2243
leander, tx 78641

SHIP TO
BJ Hogan
[redacted]

INVOICE # SM1078
DATE 03/04/2025

TERMS Due on receipt

P.O. NUMBER
WILCO

TXDMV 00664581C

US DOT 2284558

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Packing		7	800.00	5,600.00
Moving		10	800.00	8,000.00
Travel Fee		22	760.00	16,720.00
Packing Materials		1	2,645.00	2,645.00T
MISC	Dump Truck	1	2,500.00	2,500.00
MISC	Vehicles	1	2,500.00	2,500.00
Unpacking		9	800.00	7,200.00
MISC	Disposal of Packing Supplies	1	400.00	400.00
MISC	Misc large steel, racks, INOP trailers	1	8,500.00	8,500.00T
MISC	Track loader to load/unload large steel, racks, and INOP trailers	1	4,500.00	4,500.00T
MISC	Additional Vehicles, boats, equip	1	9,500.00	9,500.00T
MISC	Big Rig Truck	1	3,000.00	3,000.00T

VETERAN OWNED AND OPERATED

Pay invoice

SUBTOTAL	71,065.00
TAX (0.0825)	2,321.96
TOTAL	73,386.96
BALANCE DUE	**$73,386.96**

Danny Jackson

From: travis@alinerelocation.com
Sent: Monday, March 24, 2025 11:53 AM
To: Danny Jackson
Subject: Re: Pics 10

On the Williamson county parcel I was originally only supposed to move the suburban and the dump truck. I ended up moving a boat, generator trailer, ditch which, the big rig, dump truck, 16 vehicles and a cattle trailer. Most of which included cutting/ clearing tress to gain access to and move.

On the LISD parcel I was originally supposed to move 13 vehicles, a dump truck, a boat, 2 trailers, and 4 tractors. I ended up moving 28 vehicles, 6 tractors, 7 tractor implements, dump truck, 2 "big rig trucks", 2 boats, and 4 trailers
Sincerely
Travis Kieke
A-Line Relocation
512-968-8883

On Mar 24, 2025, at 9:11 AM, Danny Jackson <danny.jackson@rowtx.com> wrote:

Travis, hi

I am finishing the claim for the 2 parcels for BJ. But after inspecting the parcel I have a couple of question for both invoices, when you get a minute could you call me I want to go through the invoices with you, so I can explain to the County.

Thanks,
Danny

As of February 3, 2025, Right of Way of Texas has relocated, our new address is shown below.

Danny Jackson SR/WA, R/W-RAC, R/W-NAC, R/W-URAC
Project Manager
Right of Way of Texas, LLC.
Cell 512-922-5930
danny.jackson@rowtx.com
3411 Sam Bass Road
Round Rock, Texas 78681

rowtx.com

<image001.png>

From: travis@alinerelocation.com <travis@alinerelocation.com>
Sent: Tuesday, March 4, 2025 5:02 PM
To: Danny Jackson <danny.jackson@rowtx.com>
Subject: Pics 10

Docusign Envelope ID: 9FD5C045-0C36-4BBE-836C-A157604C9868

AGREEMENT FOR DIRECT PAYMENT TO VENDOR

RM 2243/Hero Way
Parcel 206
Roadway: Hero Way

The undersigned displacee hereby agrees that payment for relocation services identified on the attached scope of work will be made to **A-Line Relocation** (vendor). This agreement is void without a signed scope of work attached. Williamson County, Texas, (County) reserves the right and responsibility of determining the "reasonable and necessary" charges for the move as is customary in the industry. **B.J. Hogan** (displacee) understands that anything not included in the attached scope of work must be pre-approved by the County in order to ensure its eligibility for reimbursement. Vendor understands that the County will not be able to make any reimbursements for the pre-approved scope of services until displace authorizes release of the payment.

DocuSigned by:
Travis Kieke
0312663C7D0D40D...
Vendor's Signature, A-Line Relocation — Date: 1/20/2025

Travis Kieke
Vendor's Name (Printed),

Signed by:
B J T
833762A71EFA62B8...
Displacee's Signature, B.J. Hogan — Date: 1/20/2025

B.J. Hogan
Displacee's Name (Printed), B.J. Hogan

Lisa Dworaczyk
Williamson County Representative, Signature — Date: 1/21/25

Lisa Dworaczyk
Williamson County Representative, Name (Printed)

Docusign Envelope ID: 9FD5C045-0C36-4BBE-836C-A157604C9868

A-Line Relocation
429 Doe Run
Georgetown, TX 78628
+15129688883
Travis@ALineRelocation.com
www.ALineRelocation.com

Estimate

ADDRESS
BJ Hogan
7650 ranch to market 2243
leander, tx 78641

SHIP TO
BJ Hogan
[redacted]

ESTIMATE # 1860
DATE 11/27/2024

P.O. NUMBER
WILCO

TXDMV 00664581C

US DOT 2284558

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Packing		7	800.00	5,600.00
Moving		10	800.00	8,000.00
Travel Fee		16	760.00	12,160.00
Packing Materials		1	2,645.00	2,645.00T
MISC	Dump Truck	1	2,500.00	2,500.00
MISC	Vehicles	1	2,500.00	2,500.00
Unpacking		9	800.00	7,200.00
MISC	Disposal of Packing Supplies	1	400.00	400.00
MISC	Misc large steel, racks, INOP trailers	1	8,500.00	8,500.00T
MISC	Track loader to load/unload large steel, racks, and INOP trailers	1	3,500.00	3,500.00T

Estimate EXCLUDES Moving the actual office building.

SUBTOTAL	53,005.00
TAX (0.0825)	1,208.21
TOTAL	**$54,213.21**

Accepted By

Accepted Date

Danny Jackson

From: Lisa Dworaczyk <lisad@scrrlaw.com>
Sent: Friday, January 17, 2025 9:23 AM
To: Danny Jackson
Cc: Sam Nassour; Laura Nelson; Meghan Drone
Subject: RE: Hero Way Parcel 206 Revised Move Estimate Approval Request

Approved.

Lisa Dworaczyk
512-738-8731

From: Danny Jackson <danny.jackson@rowtx.com>
Sent: Friday, January 17, 2025 8:42 AM
To: Lisa Dworaczyk <lisad@scrrlaw.com>
Cc: Sam Nassour <sam.nassour@rowtx.com>; Laura Nelson <laura.nelson@rowtx.com>; Meghan Drone <meghan@scrrlaw.com>
Subject: RE: Hero Way Parcel 206 Revised Move Estimate Approval Request

Lisa, hi

Thanks, will keep you updated, I'm going to stay on them.

I going to send the agreements to BJ and A-line this morning, but before I did I wanted to confirm with you that you are approving the revision to the parcel 206 move estimate.

Thanks,
Danny

Danny Jackson SR/WA, R/W-RAC, R/W-NAC, R/W-URAC
Project Manager
Right of Way of Texas, LLC.
Cell 512-922-5930
danny.jackson@rowtx.com
6101 W Courtyard Dr
Bldg. 1, Ste. 125
Austin, Texas 78730

rowtx.com

From: Lisa Dworaczyk <lisad@scrrlaw.com>
Sent: Thursday, January 16, 2025 3:35 PM
To: Danny Jackson <danny.jackson@rowtx.com>
Cc: Sam Nassour <sam.nassour@rowtx.com>; Laura Nelson <laura.nelson@rowtx.com>; Meghan Drone

<meghan@scrrlaw.com>
Subject: RE: Hero Way Parcel 206 Revised Move Estimate Approval Request

Thank you.
Just keep us updated on the progress and whatever you need from me.

Thank you!

Lisa Dworaczyk
512-738-8731

From: Danny Jackson <danny.jackson@rowtx.com>
Sent: Thursday, January 16, 2025 9:07 AM
To: Lisa Dworaczyk <lisad@scrrlaw.com>
Cc: Sam Nassour <sam.nassour@rowtx.com>; Laura Nelson <laura.nelson@rowtx.com>; Meghan Drone <meghan@scrrlaw.com>
Subject: Hero Way Parcel 206 Revised Move Estimate Approval Request

Lisa, hi

Attached is a revised estimate for the moving of BJ Hogan's personal property on parcel 206, Hero Way, the mover went out there the other day with BJ's son in law and there were some large items that were not included in the original move estimate. Please look this over and let me know that it is ok. Once I get your approval for this estimate, I will have both BJ, and the Mover signed the direct payment to vendor documents and forward to you for final approval. The move estimate for the Leander ISD parcel has not changed from when it was previously approved.

Once the direct payment documents are signed the mover will start the move first part of next week and he is telling me that he should be cleared by the end of January. I am going to be monitoring this move closely and will keep you updated.

The mobile home for Henry Boyd is scheduled to be placed on the remainder by the end of this week, I will be out there next week, and I will confirm and let you know.

If you have any questions, please do not hesitate to call me.

Thanks,
Danny

Danny Jackson SR/WA, R/W-RAC, R/W-NAC, R/W-URAC
Project Manager
Right of Way of Texas, LLC.
Cell 512-922-5930
danny.jackson@rowtx.com
6101 W Courtyard Dr
Bldg. 1, Ste. 125
Austin, Texas 78730

rowtx.com

CERTIFICATION OF ELIGIBILITY

Project: Hero Way
Parcel: 206

Displacee: B. J. Hogan

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.

B. J. Hogan
Claimant

Date: 10-10-21

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.

Claimant

Date:

Docusign Envelope ID: 9FD5C045-0C36-4BBE-836C-A157604C9868

A-Line Relocation
429 Doe Run
Georgetown, TX 78628
+15129688883
Travis@ALineRelocation.com
www.ALineRelocation.com

Estimate

ADDRESS
BJ Hogan
7650 ranch to market 2243
leander, tx 78641

SHIP TO
BJ Hogan
[redacted]

ESTIMATE # 1860
DATE 11/27/2024

P.O. NUMBER
WILCO

TXDMV 00664581C

US DOT 2284558

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Packing		7	800.00	5,600.00
Moving		10	800.00	8,000.00
Travel Fee		16	760.00	12,160.00
Packing Materials		1	2,645.00	2,645.00T
MISC	Dump Truck	1	2,500.00	2,500.00
MISC	Vehicles	1	2,500.00	2,500.00
Unpacking		9	800.00	7,200.00
MISC	Disposal of Packing Supplies	1	400.00	400.00
MISC	Misc large steel, racks, INOP trailers	1	8,500.00	8,500.00T
MISC	Track loader to load/unload large steel, racks, and INOP trailers	1	3,500.00	3,500.00T

Estimate EXCLUDES Moving the actual office building.

SUBTOTAL	53,005.00
TAX (0.0825)	1,208.21
TOTAL	**$54,213.21**

Accepted By

Accepted Date

BUEHLER COMPANIES

buehlercompanies.com

n 817 624 8466
[illegible]
f 817 626 7021

633 Mony Street
Ft. Worth, TX 76102

Thursday, December 5, 2024

2nd. estimate

Mr. Hogan/Hero Way
c/o
Danny Jackson
Right of Way of Texas
danny.jackson@rowtx.com

Dear Mr. Jackson,

MOVE ANALYSIS AND COST ESTIMATE

Thank you for giving Buehler Companies this opportunity to bid on your relocation needs. The following will cover my understanding of the move. I have also included an estimated cost for the relocation.

SCOPE OF MOVE

Below is the estimated cost to move **Mr. Hogan/Hero Way** from **7650 RM 2243 in Leander, Texas** to a new location within fifty miles. The move will take three to five days to complete. Packing and preparation work will be done in conjunction with the move to cut down on the overall time required. The move dates have not been confirmed at this time but is expected to be in the very near future.

Total estimated cost for the relocation: **$75,745.00**

COST ANALYSIS & SERVICES PROVIDED BY BUEHLER COMPANIES

Proposed cost to move Hero Way /Mr. Hogan from 7650 RM 2243 in Leander, Texas to a new location within 50 miles	**quantity/hours**	**rate**	**total**
Packing materials to include various sized cartons, speed packs, bubble wrap, packing paper, tape, shrink wrap, paper pads and various other materials to prepare all items for safe movement.	1	$650.00	$650.00
Packing labor to pack and prepare the items in the office building.	1	$1,620.00	$1,620.00
Movement of office /personal property contents using a truck, driver and movers.	1	$3,420.00	$3,420.00

Landscape crew to cut down trees and scrub brush to allow us to move the 20 X 30 building.	1	$1,500.00	$1,500.00
Relocation of 20' X 30' building using various vehicles and equipment to load and unload the building. This building has some deuteriation issues. We will set it back up as it is currently set. Bid does not include any disconnect or reconnect of utilities.	1	$65,240.00	$65,240.00 *
Relocation of two automobiles and one dump truck	1	$1,675.00	$1,675.00
Unpacking items in the office using packers.	1	$840.00	$840.00
Valuation $100,000 no deductible valuation	$100,000.00	$8.00	$800.00
Total			**$75,745.00**

NOTES

- Confirm that all items have been relocated before the moving crew leaves.
- Have placement location predetermined prior to our arrival with the relocated building. Path to get in for placement of the building should be clear.
- Bid does include other mobile homes or scattered items near the area.
- Buehler did not include removing or disposing of any unwanted items.
- Buehler cannot move ammunition or hazardous materials.

This estimate is good for 90 days. Please sign and return if you accept this estimate.

If you would like to discuss this estimate with me, please give me a call on 682-667-0383.

Chad B. Harris

Buehler Companies

CC: Alice Sears; Buehler Companies

Agreement accepted_____ Date_____

* The building has been determined that it is not structurally sound enough to be moved the cost to move exceeds the cost of replacement so this building will be handled as a separate personal property claim

RELOCATION ADVISORY ASSISTANCE - PARCEL RECORD

Use Separate Form for Each Displaced Family Unit or Business/Farm/Non-Profit (Print or Type All Information)

Displacee's Name (Include Spouse's Name): B. J. Hogan	Parcel No: 206	County: Williamson Project: RM2243/ Hero Way
Original Address (Place of Displacement): 7650 RM 2243 Leander, Texas 78641 Phone No.: [redacted] Email	New Address: Remainder and [redacted] Phone No.:	

Gender: ☒ Male ☐ Female	ADA Considerations / Special Needs: None	Ethnic Code: ☒ White ☐ Hispanic ☐ American Indian/Alaskan Native ☐ Black ☐ Asian or Pacific Islander ☐ Other
Fee Interest Before Displacement: ☐ Owner ☒ Tenant		Fee Interest After Relocation: ☐ Owner ☒ Tenant

Existing Lease	Replacement Lease
Date signed: None	Date signed: None
Duration:	Duration:
Lease amount: $	Lease amount: $
Utilities included? ☐ yes ☐ no	Utilities included? ☐ yes ☐ no

Business, Farm or Nonprofit Organization

Type of Activity: N/A Personal Property Only move		☐ Continued ☐ Terminated
Last two years income: Year 1: $	Year 2: $	

Residential Displacements

Type of Property (Single Detached, Multi-Family, etc.)	Number of Persons Actually Living in Dwelling:
Age/Sex/Relationship of Other Household Occupants: N/A	

Total Number of Rooms in Subject:	Number of Bedrooms:	Number of Bathrooms:	Number of Rooms Occupied:	Living Space (Sq. ft.):

Displacee Income:

1. Occupation (Where & What):
2. Gross Last 12 Months $
3. Other sources of eligible income:
4. Welfare (Source & Amounts):

The information contained within this form is being collected to allow the Agency to provide the best possible advisory services and to help identify all possible relocation benefits the displacee(s) is/are eligible for. By signing below I certify, to the best of my knowledge, that all the foregoing information is current and accurate and that no information has been withheld or omitted.

Displacee Signature: B J. Hogan Date: 3-19-25

Displacee Name (printed): Title:

Relocation Agent Use Only

Reason displacee verification not included:	Date move plan received/approved:

Relocation Agent's Signature: [signature] Date: 3-19-2025

Relocation Agents' Name (printed): Danny Jackson

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under Sections 552.021 and 552.023 of the Government Code, you also are entitled to receive and review this information. Under Section 559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect.

Relocation Agent Use Only (continued)			
Date of Occupancy: 1980	Date Required to Move: 12-27-2023	Actual Date of Move: 3-1-2025	Distance of Move: 31
Date Notified of Availability of Relocation Payments and Assistance (Services): 8-11-2023			
Date Displacee Offered Assistance in Locating Replacement Housing or Operating Facility: 8-11-2023			
Name of Other Agencies Assisting in Relocation: None			
Date of 90 day notice: 8-11-2023		Method used to verify certificate of eligibility: Self	
Date of 30 day notice: 11-27-2023		Date of initiation of negotiations: 12-22-2022	
Method used to verify income: N/A		Translator needed? ☐ Yes ☒ No: Language of displacee:	

Date and Substance of Follow-up Contacts (Use extra pages if necessary):

See attached Contact Notes

RECORD OF ADVISORY ASSISTANCE AND OTHER CONTACT

Name of occupant B.J. Hogan And Tenant Henry Boyd
FM 2243/Hero Way

Parcel 206 and Leander ISD Parcel

Name of Agency Rep and date of contact	Comments
09-01-22	Parcel 206 Met with appraiser and property owner and B.J. Hogan for preliminary appraisal inspection. Took pictures and obtained property owner and tenant information. Also met with tenant Henry Boyd
	Owner Roy Kuchera [redacted]
	Tenant B.J. Hogan [redacted] Tenant [redacted] Does not have email
5-18-23	Offer letter sent to Property owner.
06-05-23	Call to B. J. Hogan to set up appointment to discuss relocation. And to get information on another tenant on the property Henry Boyd. Left message
06-30-23	Call to B. J. Hogan to set up appointment to discuss relocation. And to get information on another tenant on the property Henry Boyd. Left message
06-14-23	I called Henry Boyd to set up meeting and get information on supplement. left message
07-03-23	Called BJ Hogan to set up time to meet to discuss relocation. Left message
07-07-23	Called BJ Hogan to set up time to meet to discuss relocation. Left message
07-12-23	Call to B. J. Hogan to set up appointment to discuss relocation. And to get information on another tenant on the property Henry Boyd. Left message
07-18-23	Text to B. J. Hogan to set up appointment to discuss relocation. And to get information on another tenant on the property Henry Boyd.

07-18-23	Email Nick Laurent and explained that I have been trying to get ahold of BJ Hogan to discuss his relocation benefits and to also meet with Henry Boyd to discuss his relocation and get information from him. I ask Nick if he could have BJ call me.
07-19-23	I received a reply back from Nick he said he spoke with BJ and that he ask him to call me.
07-21-23	Call to B. J. Hogan to set up appointment to discuss relocation. And to get information on another tenant on the property Henry Boyd. Left message
07-24-23	Call to B. J. Hogan to set up appointment to discuss relocation. And to get information on another tenant on the property Henry Boyd. Left message
07-27-23	B.J. Hogan called, I tried to set up a meeting to go over his relocation benefits, he did not want to meet so I tried to interview him over the phone and gather information so I could prepare his rental assistance payment. I got as much information as possible, he said he did not pay rent on the house, he is the brother-in-law of the owner; he would not provide me with his income . I explained his eligibility for a rent supplement. I also explained that because he does not pay rent his rent supplement will be based off a fair market rent for the area. I also explained his moving eligibility. I also tried to get him to meet but he said he would get back with me on that. I also asked about meeting Henry Boyd, he said he would speak to Henry and get back with me.
07-31-23	I have been unable to get Mr. Hogan to meet with me so I am preparing the rental assistance payment based on the information provided to me previously from Mr. Hogan and the information in the appraisal report.
08-11-23	Text to B.J. Hogan asking him to call me.
08-11-23	Completed rent supplement and sent it to Sheets and Crossfield for approval. Rent supplement was approved.
08-11-23	Prepared 90-day letter for rent supplement for LISD parcel and prepared 90-day personal property letter for parcel 206 and sent to B.J Hogan.
08-21-23	Call to B.J. Hogan to discuss his rental supplement. Left message.
08-30-23	Text to BJ asking him to call me to discuss his rental supplement and to discuss Henry Boyd.
09-05-23	Called BJ and ask him to call me. Left message.
09-30-23	Text to BJ asking him to call me to discuss his rental supplement and to discuss Henry Boyd.
09-30-23	BJ called me back and we discussed his relocation, and I ask him if I could set a time for me to come by and meet to discuss his relocation entitlements and also if we could meet with Henry Boyd to go over his relocation benefits and obtain information for his rent supplement. He said he would call me the following week to set up a time to meet.

10-03-23	Called BJ Hogan to set up meeting day and time. Left message.
10-18-23 10-18-23	Text to BJ asking him to call me so we could meet. BJ called me back and we set an appointment to meet on 10-20-23. I also called Henry Boyd to make sure he would be able to meet on 10-20-23.
10-20-23	Met with BJ Hogan and went over his relocation benefits, moving expenses and his rent supplement. BJ is not happy with the relocation benefits offered, I explained that because he does not pay any rent for his house, and he has not provided income information that I had to calculate his rent supplement based on rent for rent and that I had to use fair market rent for his subject rent. He did not agree, and he wants to be paid $2,500/mo., for 42 months to compensate him for his rent increase when he moves. I tried to explain that I could not calculate his rent that way and I again tried to explain fair market rent and why his rent supplement was calculated the way it was, I also told him that if he would provide me with income information that I could look at and it may make a difference in his supplement, he has not provided me any income information. I took picture of his personal property. And had him sign the certification of eligibility.
	I also met with Henry Boyd. We discussed his relocation entitlements and moving and rent supplement, I gathered as much information as possible to calculate his rent supplement he would not allow me to inspect and take pictures of his mobile home that is his personal property. I had him sign the certification of eligibility.
10-27-23	Sent BJ email explaining his relocation benefits and what he needs to do in detail regarding moving and also requesting additional information on his income. I also included Henry Boyd on this email because he does not have an email address, I also addressed additional information that I needed to finalize his relocation information.
11-06-23	Sent BJ a text asking to meet to go over his move and also to discuss Henry Boyd's move.
11-07-23	Sent BJ a text asking to meet.
11-10-24 11-27-23	I met with Henry Boyd at his residence to take pictures and to get any additional information needed for supplement calculation, income, SSI, etc., I also went over his relocation entitlements and moving, supplement, etc. 30-day letter sent to BJ Hogan for parcel 206 and LISD parcel.
11-29-23 11-30-23	Sent Henry Boyd 90-day letter Text to BJ asking about move and estimate on when he thought he could have all personal property moved.
11-30-23	BJ sent me a text asking me if I could provide him movers names.
12-04-23 12-06-23	I text BJ movers' names and contact information. Call to Henry Boyd to discuss his replacement housing supplement, he said he wanted to discuss with BJ Hogan and also ask that I discuss it with B.J.

12-14-23	I called Nick Laurent I explained the issues that I have been having with BJ and his move and rent supplement he asked if I could email him the issues and I said I would, and he would discuss with BJ.
12-20-23	BJ called me he was asking about his supplement and moving costs. I explained his relocation benefits again and his supplement. He is not pleased with the moving costs or his supplement. I wrote down what he wanted, and I also informed him that what he is asking for is not in the code and I could not approve of what he is asking but I told him that I would have to discuss with Sheets and Crossfield. I also ask BJ about moving the cattle from the property by the end of the year, he said that he should be able to do that.
12-21-23	B.J. called me and said that he had secured a place to move the cattle and that they would be moved by the end of the year. He also said that if the ISD would pay min $$200,000 he would move and get off the property. I said that I would let the ISD know and go over again the requirements for eligible moving expenses.
01-08-24	Call to BJ Hogan to set up time to meet with him and mover to get an estimate of the cost of moving personal property.
01-11-24	Met with BJ Hogan and Kaleb Smith of Expert Relocation to look at personal property and for him to prepare move estimate.
01-29-24 02-06-24	Call to BJ Hogan I asked if he would prepare a move plan and estimate and what he needed to move his personal property, I told him if he could get that to me, I could present to the ISD for their review. He asked about Expert Relocations move I told him they were working on it, and I did not have it back yet. 30-day letter sent to Henry Boyd
02-22-24	Call to BJ Hogan to see if he had put together his move plan, he said he had not but would work on it. I said the School needed him moved as soon as possible, he said he understood.
02-22-24	Call to BJ Hogan to see if I could get him to commit to moving his property and get me an estimate, he said he was working on it, and again I shad the school was needing him moved as quickly.
02-27-24	Call to BJ Hogan Left message
03-15-24	Call to BJ Hogan to see where he was with his move plan, he said that he wanted the ISD move estimate and he would get his own estimate and we could agree to pay him somewhere in between the two amounts, I explained to him again that relocation benefits did not work that way and that we could pay actual cost to a commercial mover or if he wanted to move himself that we needed a move plan and that we could only pay him what a commercial mover would pay and employee for the task he was preforming and that we could only pay reasonable costs. He stated that he wanted to be paid before he started the move.

03-26-24	Call to BJ Hogan to see where he was with his move or move plan, and he stated the same that he has before that he wants to be paid, and he will move his items I ask him to give me how much he wanted but he would not commit to a cost. I again said that the ISD needed this parcel to start construction, and he said that he would not move until he got paid. We also discussed Henry Boyd to see if he had found a place for him to move BJ said they were working on it but nothing at this time.
04-02-24	Call to BJ Hogan to see if I could set up a time where I could meet with him to go over his relocation entitlement again and see if I could get him to commit to a move time. Also call to Henry Boyd to see if I could set up time to meet, he said he would meet but wanted to talk to BJ because he wanted him there.
04-04-24	Met with BJ Hogan to discuss his relocation entitlements I again explained the process and ask him if he had an estimate for his move he said he did not and I ask him again if he could prepare a move plane list of items he wanted to move and get me a estimate for the cost from a commercial mover he said he would work on it and I said that the ISD needed the parcel immediately to start their work and he said that he needed to be paid and he would move. I took additional pictures of his personal property, and I asked him to work on an estimate that I could get to the ISD. I told him I would follow up with him in a week or so. Also, we met with Henry Boyd. We went over his rent supplement and his replacement housing supplement for his mobile home, and we discussed what he needed to do to be eligible for the supplements we went over the 90-day letter, at this point he does not know what he is wanting to do.
04-17-24	Call to BJ Hogan to see where he was on preparing his move plan, there has been no change on his part, and I expressed urgency for him to get something I told him I would follow up with him in a few days.
05-09-24 05-09-24	Call to BJ Hogan to see where he was on preparing his move plan, he said he would get started the following week and have a move plan prepared and a list of the items he wanted to move and the items he wanted to abandon and or sell in place. He said he wanted to see the estimate the ISD got. I told him that it was the property of the ISD and that I could not give it to him without their permission. He said he would not let me see any estimate he got until he saw the ISD estimate. I explained to him that the ISD needed on the property immediately and that they were in the process of preparing eviction papers prepared to be filed. He said he was not worried. I asked him to get his estimate, and we would talk the following week. Called Henry Boyd to ask where he was with looking for a replacement and he said he needed to discuss with BJ. He said that he was pretty much letting BJ Hogan handle where he was going to move.
05-22-24	Called BJ to check on his move estimate, left message.

05-28-24	BJ Hogan returned my call, he has been out of town and said that he will work on getting his move estimate next week, I told him that we needed it as quickly as possible and the ISD was looking at starting eviction proceedings again he said he was not moving until an agreement was made for him to move and he received payment . We also discussed Henry Boyd, and he said that he has not been looking for a replacement site. BJ told me he wants to either he wants to be paid for the well and septic for Henry Boyd I said that that cannot be paid to Henry. BJ also told me that even though he was not Henry's guardian that Henry was going to rely on him to find him a replacement location and mobile home and assist him in setting it up.
06-14-24 06-20-24	Call to BJ Hogan, left message Call with BJ Hogan to discuss his move and Henry Boyd's move he said he was looking for a replacement location along SH 29 in Burnet and that he may be able to move Henry there. BJ again ask for a copy of the move estimate that the ISD had completed, and I told him that it was the property of the ISD, and I could not give it to him without their approval and at this time they do not want to release that estimate. He asked me to talk to the school again and let him know.
07-03-24	Call to Henry Boyd to discuss his move and answer any question he may have and to get status of if he knows where he is going to move. He said he was waiting on BJ Hogan to purchase property and look for him a mobile home. He asked me to call and discuss this with BJ he also said he was letting BJ look for him a replacement location and mobile home. I got a call form BJ Hogan I explained that I had spoken to Henry and Henry had ask me to discuss the move with BJ Hogan he said that he was in the process of purchasing the property on 29 in Burnet and that he may have Henry move there, BJ said he had someone that had a mobile home that he could get for henry and have it delivered, he said he would let me know, I emphasized the urgency of him finding a suitable place.
07-09-24 08-14-24	I called BJ Hogan to discuss the moving of his personal property and see if he was willing to have estimates prepared. I called BJ Hogan and Henry Boyd to let them know that the Asbestos Inspector would be on the property to asbestos inspections of all the improvements on both the LISD parcel and parcel 206. Both BJ and Henry were ok with the inspector on the property.
08-29-24	Call to BJ Hogan to discuss his move from parcel 206 and Lender ISD parcel he said he wants to be paid and made whole, he asked if the county would pay to build a metal building the same sq ft as his building on the parcels. I informed him that was not possible and that all the building other than possibly the two small portable buildings would have been paid for in the appraisal and not eligible for relocation. I also informed him that the County was in the process of taking steps to have the property removed. He said he was not worried because the court procedures would take months. I told him that I just wanted to keep him informed, and to try and get him to comply and move his property. We also discussed Henry Boyd. BJ told me that they were not going to be able to move Henry to the property that he purchased on 29 in Burnet, he said that he would like to have Henry move his replacement mobile home on the remainder of parcel 206, but that property would need a new well and septic. He wants the County to pay to have the well

	put in place and he would do the septic, I explained that the county was not responsible to put in a new well for a mobile home to be placed on the property, he said that he could not afford to do it. He stated the cost of a new well would be approximately $50,000. He went on how Henry was living in deplorable conditions and I agreed but I also told him that we have given Henry a rent supplement for a replacement location and a housing supplement to replace his mobile home. I explained that because the remainder was his property and not owned by Henry that the count could not put in the septic or well as part of Henrys supplement that was the landlord responsibility, but we could as part of his supplement connect to the utilities. We did not resolve any issues at this time
10-08-24	I spoke with BJ Hogan he wanted to talk about Henry Boyd, he said that Henry is living in deplorable conditions and that the County needs to do whatever is needed to get him into an adequate house. I agreed with him and again told him that a replacement housing supplement for Henry was calculated for him to get a replacement mobile home and that a rent supplement was available to get a replacement mobile home location and if he did not want to get a new mobile home we could recalculate a rent supplement to get him into an apartment or some other rental location so I ask if he could move into and assisted living facility or an apartment and I was told that he would not want to move where there were lots of people, BJ also told me that Henry needed to be in the Leander area because that is where he is familiar and that is where his doctors are. Henry is also not interested into moving into a mobile home park. There is a remainder to this parcel and BJ said that he would let Henry move onto the remainder but in order for him to move a mobile home on the remainder he would need to have a septic system put in place and water. BJ said he had a water tap for this property but the cost to run the line from the meter to the home would be cost prohibitive because the line would have to be run about 1000 feet, he said that he would prefer to have a well put in place. BJ told me that he would put the septic in at his cost, but he wants the County to pay the cost to put in the well this cost would be he estimated to be around $50,000. He said that if the County agreed to that he could get Henry a Mobile Home and get him moved. I told him that it was not the County's responsibility to put in place utilities for the mobile home and that it was the responsibility of the property owner because he will be charging Henry rent to be on the property, and again he said that he could not afford the cost to put in the water on the property for a single mobile home. I again let him know that the County will be moving forward with eviction on both this parcel and the LISD parcel at some point in the future, he said that he was not worried because once this is in court a jury would be sympathetic to himself and to Henry. Because Henry is slightly Autistic, BJ Hogan has been acting as Henry's advocate and when I talk with Henry, he always refers me back to BJ, and both have agreed that it is probably best for me to discuss his moving with BJ, so this is the reason that I have continued to discuss Henry's relocation with him.
10-14-24	Call with BJ Hogan to discuss the relocation of his personal property and to see if he was going to set a place on the remainder parcel for Henry Boyd. BJ ask for a copy of the relocation manual; I said I would email him a copy.

	Sheets and Crossfield mailed out final vacate notice to BJ Hoban and Henry Boyd to vacate by January 15, 2025, after that date the County will have the personal property items removed from the Hero Way project.
10-15-24	Met with Lt Guinn with the Williamson County Sherriff's office and explained the issues with Henry Boyd to them.
10-16-24	Email BJ copy of the relocation manual.
10-18-24	Call to Henry Boyd to discuss his move and Call to BJ to discuss his move we set a time to meet next Thursday at 2:00pm at the old house to go over all options.
10-23-24	BJ called and said he could not meet on Thursday but said he would be back the next week and we could meet then or maybe the following week, he said he would call me, and I also said I would follow up with him. I called Henry Boyd and asked if we could still meet on Thursday 10-24-24 and he agreed.
10-24-24	I met with Henry Boyd along with Sam Nassour and Laura Nelson from our office to go over Henrys options for moving and to hand deliver the final vacate letter, I explained that the County will need the parcel cleared by January 15, 2024, and that he will need to be moved by then or there is the possibility the County will evict him after that date. I again went over in detail what his eligibility was and that we were there to help and I asked him what he is wanting to do as far as move and he said that he wanted to move on the remainder parcel that is owned by BJ Hogan, I ask Henry if he wanted to maybe look at and apartment complex and he did not and I ask if he wanted to look for another place that he could buy but he said that he did not make enough and could not afford to buy something different. I ask him to start to decide what he is wanting to do, and I will be back next week to discuss this again when we meet with BJ, He said he would. BJ also informed me that he had hired Candy Spitzer as his relocation advisor. Two Williamson County Sherrif deputies also accompanied us they were there to check on Henry welfare and they ask him questions regarding his living conditions.
10-25-24	Called Candy Spitzer to discuss BJ Hogan, left message.
10-30-24	Candy Spitzer returned call, and I explained the issues with BJ, and I told her that I would send information to her and for her to look over and we could discuss further.
11-08-24	Called BJ Hogan and set time up to meet next Wednesday 11-13-24 to discuss relocation he said that he did hire Candy Spitzer, and I ask if it would be ok if I sent her information and he said ok. I told him we would discuss it further. Send Candy Spitzer all information on BJ Hogan and Henry Boyd 90 day, 30 day and breakdown of relocation eligibility.
11-11-24	Call from BJ Hogan to ask if we are still meeting and I said yes.
11-21-24	Met with Travis Kinkel A-Line Relocation and BJ Hogan to do move estimate and to put together move inventory.
11-22-24	Met with Chad Harris with Buehler Hogan to do move estimate and to put together move inventory.

12-12-24	Met with BJ Hogan to go over the move estimates and discuss move options, and I also explained that the LISD and WILCO would be looking to evict them by January 15, 2025. Explained the moving of personal property and that we would consider the morgan building and the office building as substitute personal property I ask him to get me another move estimate and I said I would get replacement cost. I also explained again about the rent supplement he said he did not agree, and I said we could discuss it further if he provided addition information and we could look at the supplement again. But I again emphasized that we needed to start on the move as soon as move estimates are approved. I did confirm with mover that they could have all moved by January 15, 2025,
12-16-24	Call to Henry Boyd could not leave voice mail sent text asking him to call me. Henry Boyd called me back and I ask if he had decided what he was wanting to do, he said that he was waiting for me and I explained again that he could purchase a mobile home and place it on a lot and we could pay up to what was on the approved supplement or he could purchase a house or we could look at a rent supplement and he could rent he said that he was going to be on the remainder 6 acres and the was the only place he was going and that we just needed to provided the funds. I said we could up to the approved supplement. I said we needed to meet, and I would set up a time to meet in the next few days to go over everything again.
01-03-24	Email from Don Childs approving the move estimates and that the displacee can use whichever mover he chooses. Called BJ Hogan to let him know that the move estimates were approved and that he can use any mover hew wants. I tried to encourage him to contact one of the movers soon to get the move scheduled. He said he would think about it and let me know I reminded him that the County and the ISD were still moving forward with there evection plans, he said he understood. I scheduled a meeting with him and Henry for Monday January 6, 2025, to go over all of this.
01-06-25	BJ Called to cancel our meeting, I told him we needed to discuss his and Henrys move he asked if we could meet on Tuesday, and we scheduled for January 7, 2025.
01-07-25	BJ called and ask if we could wait to meet next week when Roy Kudirka is available I said that was fine but we needed to discuss both the mobile home move and his move he said he wanted his son in law to do the move but I explained that his move options were self-move based off time sheets and receipts and that it could not exceed what a commercial mover would charge which is the lower of the two bids we received or that he would have to use a commercial mover, he said that he liked Travis with A-Line Relocation and that he may contact him. I told him to let me know what he wanted to do and that we could get an agreement where we pay the mover directly, I also stressed that he needed to do something now because the County and ISD were still moving forward with the eviction. He said he should call me next week to set a time to meet. He also said they had purchased a mobile home for Henry, and it was to be delivered January 14, 2025.
01-08-25	Mailed revised relocation letter to Henry both certified and regular mail also because Henry does not have an email, I also sent a copy to BJ Hogan email. I called Henry and explained the rent and housing supplement to him I also went over that he will need a lease to qualify for the rent supplement and the Mobile home will have to be in his name

	to qualify for the housing supplement. We are going to meet next week to discuss it further.
01-09-25	Called BJ Hogan to set up time to meet to discuss his move and Henry Boyd's move left message.
01-10-25	Called BJ Hogan and set up time to meet himself and Henry to go over move and time and discuss movers estimates.
01-14-25	Met with BJ Hogan and Roy Kudirka to discuss the moving options, he wanted to use A-Line Relocation for the move, and he is going to do a substitute personal property for the two morgan building that cannot be moved. A-Line relocation is going to start the move next week.
01-28-25	Drove to parcels to inspect the status of the move and moving is in progress.
02-04-25	Drove to parcels to inspect the status of the move and moving is in process took pictures and spoke to mover to discuss when move will be complete he said they should be completed by the end of February. Also met with Henry Boyd to ask about the status of his mobile home the mobile home has been purchased and is on the LISD parcel, he did not know when the septic of the water would be completed, he said I needed to contact BJ Hogan to find out.
02-10-25	Call to BJ Hogan to get update on move of his personal property and the status of the mobile home for Henry Boyd, BJ said his move is almost done and should be done by the end of the month, He said he had questions about the water for Henry mobile home and wanted to know if there were permits needed by the county for a water tank or a rain water collection system I said that I did not know but would ask.
02-11-25	I received an email back from the County about permit for water tank and they were not aware if there are any, but they did think that it would not qualify for the septic.
02-17-25	Drove to Parcel 206 and LISD parcel to inspect move and the move is going well should be done in a few days.
02-20-25	Call to BJ Hogan to get status of move left message for him to call me.
02-21-25	Spoke with BJ Hogan to get status on the moving of his personal property he said that almost all was moved, I told him that I would be by in a day or two and inspect and after that I would turn over to the County and LISD for them to do what they needed on the property, he said that was fine. I also asked about the Mobile Home for Henry, and he said that they would start next week moving. Drove to parcel, inspected status of move, and took pictures of all remaining property and verified move.

02-24-25	Sent email to Don Childs giving him the status of the move for BJ Hogan, I let him know that both the LISD parcel and Parcel 206 that most of the personal property has been moved and that both the LISD and the County can start their clearing of the parcels, I also sent pictures of the cleared parcels and what property is remaining and will need to be removed b the County and LISD.
02-25-25	BJ Hogan called left me a message that he needed information on who to contact for the septic permit, I got the information from Lisa Dworaczyk.
03-03-25 03-04-25	I received an email from the Leander ISD that the school's engineers will be on the parcel on March 11 and 12 to start their work. Sent BJ Hogan an email letting him know that The ISD engineers would be on the property on March 11. I also sent him a list of the documents that I needed to request the Supplement for Henry Boyd, that way the money would be available one the mobile home was DS&S.
03-17-25	Received invoices from A-Line Relocation that move was completed. I will inspect parcels to verify move and take vacancy pictures. Will set up meeting with BJ Hogan to take replacement pictures and to have claim document signed.
03-19-25	Met with BJ Hogan to have move claim forms signed and to take pictures of items moved to replacement location. We also discussed Henry Boyd and the move to the replacement mobile home. They have placed the new mobile home on the remainder, but they have not put in the septic or water or electricity at this time. BJ Said that he wanted to have us reimburse henry for the mobile home before he makes any further improvements I explained to him once again that we cannot pay the supplement until the house is DS&S I explained that if he would provided me the documents that I previously requested I may be able to go ahead and request the supplement money that way I would have it on hand when the house was made DS&S. As of today, he has not provided me the needed documents.
03-24-25	Prepared move claim for parcel 206 and LISD parcel, for the moving of the personal property owned by BJ Hogan.
03-25-25	Sent move claims to Sheets and Crossfield for review, approval and payment.

Commissioners Court - Regular Session **53.**

Meeting Date: 04/01/2025

E. Wilco Highway Segment 5 Purchase Contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a real estate contract with Elliot K. Gebbia to acquire 0.0528 AC needed for the E. Wilco Highway construction project. (Parcel 95). Funding Source: Bonds P360

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/27/2025 03:01 PM
Form Started By: Charlie Crossfield		Started On: 03/27/2025 09:22 AM
Final Approval Date: 03/27/2025		

REAL ESTATE CONTRACT
E. Wilco Highway Segment 5 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **ELLIOT K. GEBBIA** (referred to in this Contract as "Seller", whether one or more) and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> All of that certain 0.0528-acre (2,301 square foot) tract of land, out of and situated in the Silas Palmer Survey, Abstract No. 499, in Williamson County, Texas, being a portion of Lot 2, Richfield Estates, a subdivision of record in Cabinet H, Slide 314 of the official public records of Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 95**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described herein not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property interests described in Exhibit "A", any improvements thereon, and any damage to or cost of cure for the remaining property of Seller shall be the sum of TWO THOUSAND THREE HUNDRED ONE and 00/100 Dollars ($2,301.00).

2.01.1. The Purchase Price for the improvements located within the portion of the Property described in Exhibit "A" shall be the sum of THREE THOUSAND ONE HUNDRED THIRTY and 00/100 Dollars ($3,130.00)

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other readily available funds at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser.

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

4.02. The Property is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company on or before April 15, 2025, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to the right of way Property described in Exhibit "A", conveying such interest in and to the portion of the Property free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable.

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted.

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".

(4) Deliver to Purchaser possession of the Property.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the portion of the Property conveyed in fee shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County commissioners' court, which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the

Title Company, Purchaser, its agents and contractors shall be permitted at any time after March April 15, 2025 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed roadway improvement construction project of Purchaser on the Property or other obligations of this Contract, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

SELLER:

Elliott K. Gebbia

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Williamson County

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT "A"

County: Williamson
Highway: East Wilco Highway
Limits: From U.S. 79 to C.R. 127

December 20, 2024
Parcel No.: 95

PROPERTY DESCRIPTION FOR PARCEL 95

DESCRIPTION OF A 0.0528 ACRE (2,301 SQ. FT.) PARCEL OF LAND LOCATED IN THE SILAS PALMER SURVEY, SECTION NO. 12, ABSTRACT NO. 499, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 2, RICHFIELD ESTATES, RECORDED IN CABINET H, SLIDE 314, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.TX.), DESCRIBED IN A DEED TO ELLIOT K. GEBBIA, RECORDED NOVEMBER 2, 2012, IN DOCUMENT NO. 2012091711, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 0.0528 ACRE (2,301 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 5/8-inch iron rod found 176.74 feet right of East Wilco Highway Engineer's Centerline Station (E.C.S.) 334+75.13 on the existing east right-of-way line of C.R. 101, a variable width right-of-way, no record information found, for the northwest corner of a called 1.0 acre tract, described in a deed to Lone Star Gas Company, recorded in Volume 473, Page 265, Deed Records of Williamson County, Texas (D.R.W.C.TX.);

THENCE, South 21°29'21" East, with the existing east right-of-way line of said C.R. 101, a distance of 413.40 feet to a 1/2-inch iron rod found on the existing east right-of-way line of C.R. 101, for the southwest corner of a remainder of a called 57.66 acre tract, described in a deed to Kenneth C. Kotrla and Donna M. Kotrla, recorded in Document No. 2013012639 O.P.R.W.C.TX., same being the northwest corner of Lot 1, of said Richfield Estates subdivision, described in a deed to Kenneth C. Kotrla and Donna M. Kotrla, recorded in Document No. 1996051983, Official Records of Williamson County, Texas (O.R.W.C.TX.);

THENCE, North 68°18'55" East, departing the existing east right-of-way line of said C.R. 101, with the proposed east right-of-way line of East Wilco Highway, same being the common line of said Lot 1 and said remainder of a called 57.66 acre tract, a distance of 8.36 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set** 185.00 feet right of East Wilco Highway E.C.S. 330+61.75;

THENCE, South 21°30'11" East, departing the common line of said Lot 1 and said remainder of a called 57.66 acre tract, with the proposed east right-of-way line of East Wilco Highway, over and across said Lot 1, a distance of 271.62 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set (Surface Coordinates: N=10,201,284.73, E=3,184,564.47) 185.00 feet right of East Wilco Highway E.C.S. 327+90.13 on the common line of said Lot 1 and said Lot 2, for the northeast corner and the **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE, South 21°30'11" East**, departing the northern common line of said Lot 1 and said Lot 2, continuing with the proposed east right-of-way line of East Wilco Highway over and across said Lot 2, a distance of **272.17 feet** to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 185.00 feet right of East Wilco Highway E.C.S. 325+17.95 on the common line of said Lot 2, and of Lot 3, of said Richfield Estates subdivision, described in a deed to Jeffrey Gregory and Rebecca Gregory, recorded in Document No. 2020088536, O.P.R.W.C.TX., for the southeast corner of the parcel described herein;

2) **THENCE, South 68°23'09" West**, departing the proposed east right-of-way line of East Wilco Highway, with the common line of said Lot 2 and said Lot 3, a distance of **8.49 feet** to an iron rod found with an aluminum cap stamped "RPLS 5025" on the existing east right-of-way line of said C.R. 101, for the northwest corner of said Lot 3, same being the southwest corner of said Lot 2 and the parcel described herein;

3) **THENCE, North 21°29'21" West**, departing the common line of said Lot 2 and said Lot 3, with the existing east right-of-way line of said C.R. 101, a distance of **272.17 feet** to a 1/2-inch iron rod found, for the southwest corner of said Lot 1, same being the northwest corner of said Lot 2 and the parcel described herein;

4) **THENCE, North 68°23'09" East**, departing the existing east right-of-way line of said C.R. 101, with the common line of said Lot 1 and said Lot 2, a distance of **8.42 feet** to the **POINT OF BEGINNING**, and containing 0.0528 acres (2,301 sq. ft.) of land.

This property description is accompanied by a separate plat of even date.

**Unable to set at the time of survey. 5/8" iron rod with an aluminum cap stamped "Williamson County" may be set upon completion of the road construction project under the supervision of a registered professional surveyor.

Bearing Basis:
All bearings shown are based on the Texas Coordinate System, Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012. Units: U.S. Survey Feet.

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

KNOW ALL MEN BY THESE PRESENTS:

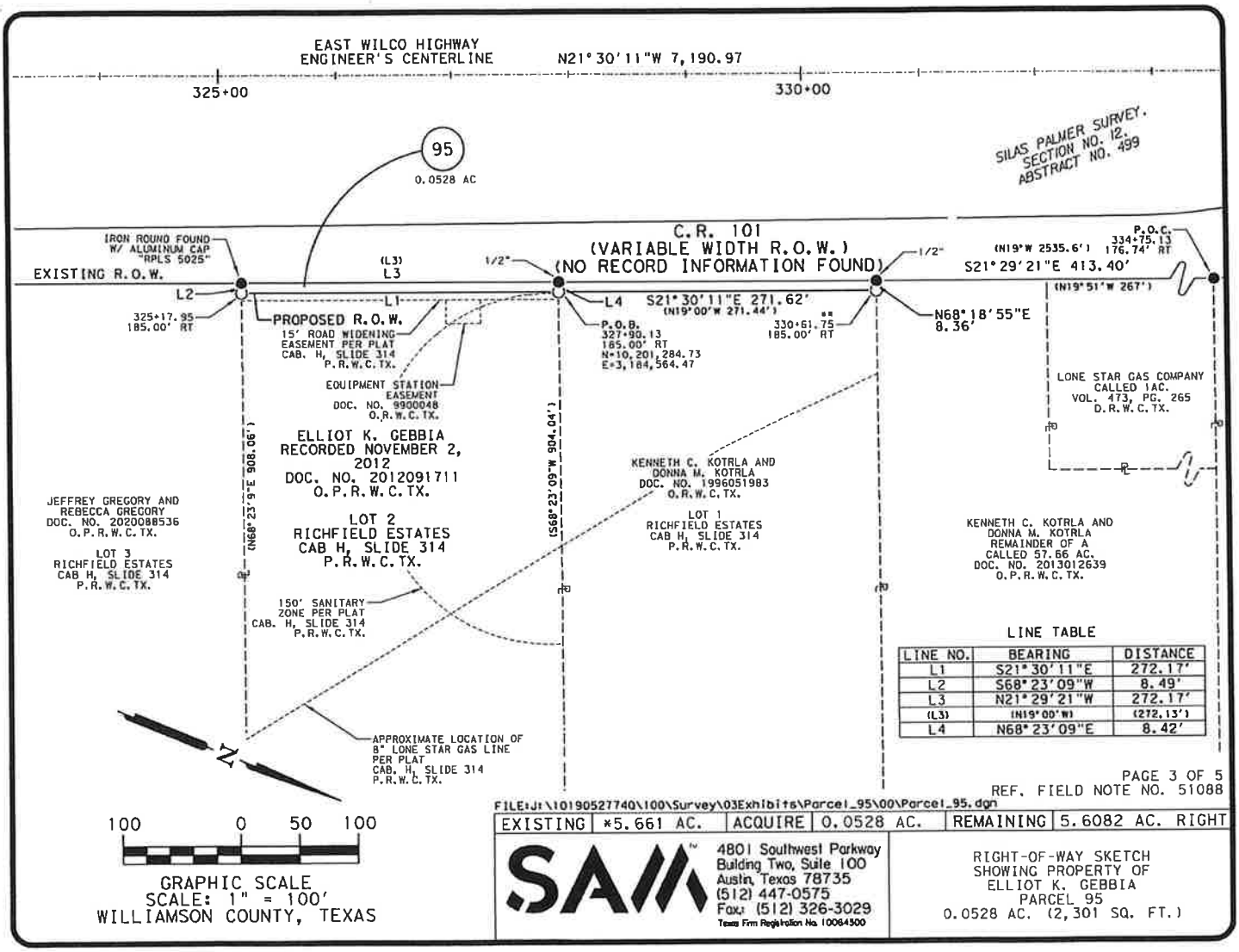
That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

Scott C. Brashear 12/20/2024

Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 -- State of Texas

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300



LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S21°30'11"E	272.17'
L2	S68°23'09"W	8.49'
L3	N21°29'21"W	272.17'
(L3)	(N19°00'W)	(272.13')
L4	N68°23'09"E	8.42'

PAGE 3 OF 5
REF. FIELD NOTE NO. 51088

FILE:J:\10190527740\100\Survey\03Exhibits\Parcel_95\00\Parcel_95.dgn

EXISTING	*5.661 AC.	ACQUIRE	0.0528 AC.	REMAINING	5.6082 AC. RIGHT

SAM
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
ELLIOT K. GEBBIA
PARCEL 95
0.0528 AC. (2,301 SQ. FT.)

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. GT2403131, ISSUED BY TEXAN TITLE INSURANCE COMPANY, EFFECTIVE DATE SEPTEMBER 17, 2024, AND ISSUED DATE SEPTEMBER 28, 2024.

10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS (WE MUST INSERT MATTERS OR DELETE THIS EXCEPTION.):

A. EASEMENT DATED JUNE 22, 1928, EXECUTED BY WM PREUSSE TO LONE STAR GAS COMPANY, RECORDED IN VOLUME 239, PAGE 20, DEED RECORDS, WILLIAMSON COUNTY, TEXAS.
(DOES AFFECT THE SUBJECT PARCEL, BUT IS OF A "BLANKET" NATURE, THEREFORE IS NOT SHOWN ON THE PLAT)

B. EASEMENT DATED JUNE 22, 1928, EXECUTED BY WM PREUSSE TO LONE STAR GAS COMPANY, RECORDED IN VOLUME 239, PAGE 21, DEED RECORDS, WILLIAMSON COUNTY, TEXAS.
(DOES AFFECT THE SUBJECT PARCEL, BUT IS OF A "BLANKET" NATURE, THEREFORE IS NOT SHOWN ON THE PLAT)

C. EASEMENT DATED DECEMBER 2, 1940, EXECUTED BY EMMA PREUSSE TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 308, PAGE 74, DEED RECORDS, WILLIAMSON COUNTY, TEXAS.
(UNABLE TO PLACE, MAY AFFECT THE SUBJECT PARCEL)

D. EASEMENT DATED SEPTEMBER 29, 1964, EXECUTED BY HERMAN PREUSSE AND DORA PREUSSE TO LONE STAR GAS COMPANY, RECORDED IN VOLUME 476, PAGE 232, DEED RECORDS, WILLIAMSON COUNTY, TEXAS.
(DOES NOT AFFECT THE SUBJECT PARCEL, AND IS NOT SHOWN ON THE PLAT)

E. AFFIDAVIT TO THE PUBLIC DATED JUNE 1, 2000, EXECUTED BY CORLISS R. HASS, RECORDED UNDER DOCUMENT NO. 2000034773, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS.
(SUBJECT TO, IF APPLICABLE)

F. AFFIDAVIT TO THE PUBLIC DATED JUNE 14, 2000, EXECUTED BY CORLISS R. HASS, RECORDED UNDER DOCUMENT NO. 2000038207, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS.
(SUBJECT TO, IF APPLICABLE)

G. EASEMENT FOR EQUIPMENT STATION DATED AUGUST 13, 1998, EXECUTED BY CORLISS R. HASS TO SOUTHWESTERN BELL TELEPHONE COMPANY, RECORDED UNDER DOCUMENT NO. 9900048, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS.
(DOES AFFECT THE SUBJECT PARCEL, AS SHOWN ON THE PLAT)

H. SANITARY ZONE AS SHOWN ON PLAT RECORDED IN CABINET H, SLIDES 314-315, PLAT RECORDS, WILLIAMSON COUNTY, TEXAS.
(DOES AFFECT THE SUBJECT SUBJECT PARCEL, AS SHOWN ON THE PLAT)

I. A 15' ROAD WIDENING EASEMENT ALONG COUNTY ROAD 101, AS PER PLAT RECORDED IN CABINET H, SLIDES 314-315, PLAT RECORDS, WILLIAMSON COUNTY, TEXAS.
(DOES AFFECT THE SUBJECT PARCEL, AS SHOWN ON THE PLAT)

J. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS OR OTHER MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERALS THAT ARE NOT LISTED.
(NOT SURVEY RELATED)

K. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF THE GEOTHERMAL ENERGY AND ASSOCIATED RESOURCES BELOW THE SURFACE OF THE LAND, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF THE GEOTHERMAL ENERGY AND ASSOCIATED RESOURCES BELOW THE SURFACE OF THE LAND THAT ARE NOT LISTED.
(NOT SURVEY RELATED)

L. ALL VISIBLE AND APPARENT EASEMENTS AND ALL UNDERGROUND EASEMENTS, THE EXISTENCE OF WHICH MAY ARISE BY UNRECORDED GRANT OR BY USE. (OWNER'S TITLE POLICY ONLY)
(NOT SURVEY RELATED)

M. RIGHTS OF PARTIES IN POSSESSION. (OWNER'S TITLE POLICY ONLY)
(NOT SURVEY RELATED)

N. "ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE SURVEY OF THE LAND." (NOTE: UPON RECEIPT OF A SURVEY ACCEPTABLE TO COMPANY, THIS EXCEPTION WILL BE DELETED. COMPANY RESERVES THE RIGHT TO ADD ADDITIONAL EXCEPTIONS PER ITS EXAMINATION OF SAID SURVEY)
(NOT SURVEY RELATED)

REF. FIELD NOTE NO. 51088

FILE:J:\101905277\40\100\Survey\03Exhibits\Parcel_95\00\Parcel_95.dgn

EXISTING	*5.661 AC.	ACQUIRE	0.0528 AC.	REMAINING	5.6082 AC. RIGHT

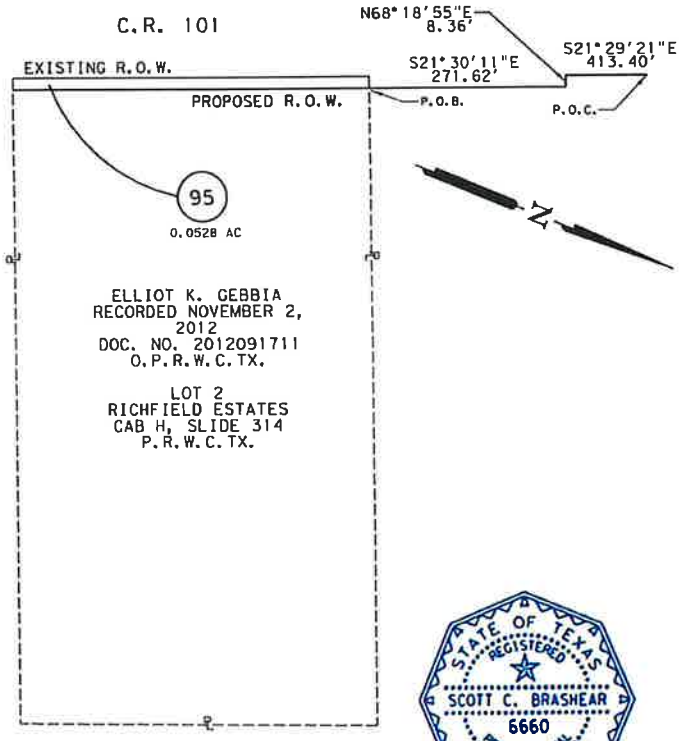
SAM
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
ELLIOT K. GEBBIA
PARCEL 95
0.0528 AC. (2,301 SQ. FT.)

LEGEND

○	5/8" IRON ROD SET WITH AN ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
⊕	MAG NAIL WITH SHINER STAMPED "SAM LLC"
■	TXDOT TYPE I CONCRETE MONUMENT FOUND
⊙	TXDOT TYPE II BRONZE DISK IN CONCRETE FOUND
●	5/8" IRON ROD FOUND (UNLESS NOTED)
⊙	1/2" IRON PIPE FOUND (UNLESS NOTED)
●	COTTON SPINDLE FOUND
⊕	MAG NAIL FOUND (UNLESS NOTED)
✕	"X" SCRIBED IN CONCRETE FOUND
⬡	FENCE POST (TYPE NOTED)
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
D.R.W.C.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
P.R.W.C.TX.	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
R.P.R.W.C.TX.	REAL PROPERTY RECORDS OF WILLIAMSON COUNTY, TEXAS
---|---	DISTANCE NOT TO SCALE
---||---	DEED LINE (COMMON OWNERSHIP)
_ _ _ _ _	PROPERTY LINE
—·—·—	ABSTRACT/SURVEY LINE
.....	EASEMENT LINE
———	EXISTING RIGHT-OF-WAY
———	PARCEL LIMITS

PARENT TRACT
NOT TO SCALE



NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.

2. THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF A TITLE REPORT, PROVIDED BY TEXAN TITLE INSURANCE COMPANY, GF NO. GT2403131, EFFECTIVE DATE SEPTEMBER 17, 2024, AND ISSUED DATE SEPTEMBER 28, 2024. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.

3. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM, LLC.

** UNABLE TO SET AT THE TIME OF SURVEY. 5/8" IRON ROD WITH AN ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" MAY BE SET UPON COMPLETION OF THE ROAD CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL SURVEYOR.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

STATE OF TEXAS
REGISTERED
SCOTT C. BRASHEAR
6660
PROFESSIONAL
LAND SURVEYOR

PAGE 5 OF 5
REF. FIELD NOTE NO. 51088

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EXISTING	*5.661 AC.	ACQUIRE	0.0528 AC.	REMAINING	5.6082 AC. RIGHT

Scott C. Brashear

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

12/20/2024
DATE

SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
ELLIOT K. GEBBIA
PARCEL 95
0.0528 AC. (2,301 SQ. FT.)

Exhibit "B"

Parcel 95

DEED

E. Wilco Highway Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **ELIOTT K. GEBBIA,**, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> All of that certain 0.0528-acre (2,301 square foot) tract of land, out of and situated in the Silas Palmer Survey, Abstract No. 499, in Williamson County, Texas, being a portion of Lot 2, Richfield Estates, a subdivision of record in Cabinet H, Slide 314 of the official public records of Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 95**);

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of E. Wilco Highway.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ___ day of _____, 202__.

[signature page follows]

GRANTORS:

_____
Elliott K. Gebbia

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this ___ day of _____, 2025 by _____, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
Sheets & Crossfield, P.L.L.C.
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:
Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:
Sheets & Crossfield, P.L.L.C.
309 East Main
Round Rock, Texas 78664

Commissioners Court - Regular Session **54.**

Meeting Date: 04/01/2025

Ronald Reagan Widening Purchase contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a real estate contract with Rio Ranch Texas, LLC, a Texas limited liability company, to acquire fee simple title to 1.364 AC (47P1), Lot 11 Block E (47P2) and Lot 20 Block D (47P3) needed as right of way and easement title to 0.3592 AC (47EP2), 0.0799 AC (47EP3), 0.0871 AC (47EP4), 0.1486 (47EP5), 0.1280 AC (47EP6), 0.0309 AC (47EP7) and 0.0152 AC (47EP8) required for the construction of Ronald Reagan Widening project. Funding Source: Bonds P336

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/27/2025 03:02 PM
Form Started By: Charlie Crossfield		Started On: 03/27/2025 09:28 AM
Final Approval Date: 03/27/2025		

REAL ESTATE CONTRACT

Ronald Reagan Widening Right of Way + Waterline Easement

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **RIO RANCH TEXAS LLC, a Texas limited liability company** (referred to in this Contract as "Seller", whether one or more) and **WILLIAMSON COUNTY, TEXAS,** on behalf of itself regarding the fee purchase of Parcels 47P1 and 47P2 and 47P3, and on behalf of the City of Georgetown ("City") pursuant to the terms of that certain Interlocal Agreement with respect to easement interest purchase of Parcels 47EP2-8, as such parcels are hereinafter described (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land or easement interests in tracts of land described as follows:

All of that certain 1.364 acre (59,397 square foot) tract of land situated in the B. Manlove Survey, Abstract No. 417, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein **(Parcel 47P1**); and

Lot 11, Block E, RIO RANCH, a subdivision in the City Liberty Hill, Williamson County, Texas, according to the map or plat of record in Document Number 2022130163 of the Official Public Records of Williamson County, Texas, as depicted on Exhibit "B" attached hereto and incorporated herein **(Parcel 47P2)**; and

Lot 20, Block D, RIO RANCH, a subdivision in the City Liberty Hill, Williamson County, Texas, according to the map or plat of record in Document Number 2022130163 of the Official Public Records of Williamson County, Texas, as depicted on Exhibit "B" attached hereto and incorporated herein **(Parcel 47P3)**; and

Waterline easement interest only to the City of Georgetown, Texas in and across that certain 0.3592 acre (15648 square foot) tract of land situated in the B. Manlove Survey, Abstract No. 417, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "C" attached hereto and incorporated herein **(Parcel 47EP2**); and

Waterline easement interest only to the City of Georgetown, Texas in and across that certain 0.0799 acre (3,478 square foot) tract of land situated in the B. Manlove Survey, Abstract No. 417, Williamson County, Texas; said tract being

more particularly described by metes and bounds in Exhibit "D" attached hereto and incorporated herein **(Parcel 47EP3**); and

Waterline easement interest only to the City of Georgetown, Texas in and across that certain 0.0871 acre (3,794 square foot) tract of land situated in the B. Manlove Survey, Abstract No. 417, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "E" attached hereto and incorporated herein **(Parcel 47EP4**); and

Waterline easement interest only to the City of Georgetown, Texas in and across that certain 0.1486 acre (6,474 square foot) tract of land situated in the B. Manlove Survey, Abstract No. 417, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "F" attached hereto and incorporated herein **(Parcel 47EP5**); and

Waterline easement interest only to the City of Georgetown, Texas in and across that certain 0.1280 acre (5,576 square foot) tract of land situated in the B. Manlove Survey, Abstract No. 417, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "G" attached hereto and incorporated herein **(Parcel 47EP6**); and

Waterline easement interest only to the City of Georgetown, Texas in and across that certain 0.0309 acre (1,347 square foot) tract of land situated in the B. Manlove Survey, Abstract No. 417, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "H" attached hereto and incorporated herein **(Parcel 47EP7**); and

Waterline easement interest only to the City of Georgetown, Texas in and across that certain 0.0152 acre (661 square foot) tract of land situated in the B. Manlove Survey, Abstract No. 417, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "I" attached hereto and incorporated herein **(Parcel 47EP8**); and

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described herein not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Sales Price for the fee simple portion of the Property interests described in Exhibits A & B, any improvements on the Property, and any cost of cure or damage to the remaining property of Seller, shall be the sum of ONE MILLION EIGHT HUNDRED SEVENTY-TWO THOUSAND SIXE NUNDRED NINETY-THREE and 00/100 Dollars ($1,872,693.00) (the "Sales Price").

2.01.1. The Easement Price for the waterline easement interest portion of the Property interests described in Exhibits C & I to be conveyed to the City of Georgetown, Texas, any improvements on the Property, and any cost of cure of damage to the remaining property of Seller from this portion of the acquisition, shall be the sum of ONE HUNDRED FIFTY-NINE THOUSAND FIFTY-TWO and 00/100 Dollars ($159,052.00) (the "Easement Price", together with the Sales Price, the "Purchase Price").

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other readily available funds on the Closing Date.

Special Provisions

2.03. Potential Driveway Location. By execution of this Agreement, Purchaser acknowledges that the remaining property of Seller (the "*Seller's Other Property*") is subject to driveway location spacing and sight distance analysis under current Williamson County access management rules (the "*Access Rules*"). Any driveway permit sought by Seller for access to Seller's Other Property to Ronald Reagan Boulevard shall require application, review and approval from the County Road & Bridge Department per applicable driveway/access design requirements all as promulgated under the Access Rules, including but not limited to a possible right turn deceleration lane. If and when Ronald Reagan is expanded to four (4) lanes, *but not before*, any driveway for the benefit of Seller's Other Property shall be restricted to right turn in/right turn out. (the "*Right Turn Requirements*"). For the avoidance of doubt, the Right Turn Requirements shall *only* be a condition for a driveway permit to service Seller's Other Property if such permit application is submitted after the completion of NB Ronald Reagan as depicted on Exhibits A-B (the "*Ronald Reagan Expansion*") with any application for driveway permit before the Ronald Reagan Expansion not being subject to the Right Turn Requirements for initial installation, but in any event shall otherwise become subject to the Right Turn Requirements upon construction of the Ronald Reagan Expansion.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing Date).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing Date.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser.

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

4.02. The Property is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The closing shall be held at the office of Texas National Title Company on or before April 30, 2025, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. As of the Closing Date Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to the right of way Property described in Exhibits A & B, and deliver a duly executed and acknowledged Water Line Easement (the "Easement"), conveying such interest in the Property described in Exhibits C - I to the City of Georgetown, Texas as Grantee, all free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable.

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "J" attached hereto and incorporated herein. The Easement shall be in the form as shown in Exhibit "K" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in each Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted at the sole cost and expense of Purchaser.

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable at the sole cost and expense of Purchaser; and

(c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".

(4) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. As of the Closing Date, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the portion of the Property conveyed in fee simple shall be prorated as of the Closing Date and shall be adjusted in cash at the closing but shall otherwise remain the obligation of Seller to satisfy. If the Closing Date shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and any and all endorsements and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the escrow deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the escrow deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no escrow deposit has been made, then Seller shall receive the amount of $5,000 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

8.08.Intentionally omitted.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County commissioners' court, which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Contingent Possession and Use Agreement

8.12. Intentionally Omitted.

[signature pages follow]

SELLER:

Rio Ranch Texas LLC, a Texas limited liability company

By: Texas IRAJ LLC, a Texas limited liability company, its Managing Member

By: G. Mallikarjun

Name: Mallik Gilakattula

Its: Manager

Date: 03/21/2025

Address: 3220 Prentiss Lane, Leander, TX, 78641

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

County: Williamson
Parcel: 47 Part 1 – Rio Ranch Texas, LLC
Highway: Ronald Reagan Boulevard

EXHIBIT A
PROPERTY DESCRIPTION

DESCRIPTION OF A 1.364 ACRE (59,397 SQUARE FEET) PARCEL OF LAND SITUATED IN THE B. MANLOVE SURVEY, ABSTRACT NO. 417, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A 189.9420 ACRE TRACT OF LAND DESCRIBED AS TRACT 4, IN A GENERAL WARRANTY DEED WITH VENDOR'S LIEN TO RIO RANCH TEXAS, LLC. RECORDED IN DOCUMENT NO. 2021113730 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID 1.364 ACRE (59,397 SQUARE FEET) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a Calculated Point, 122.95 feet Right of Ronald Reagan Baseline Station 589+81.38 (Grid Coordinates: N= 10,221,732.25, E= 3,079,214.30) in the existing North Right-of-Way (ROW) line of Country Road 258 (Variable Width ROW) and the common Southeast line of the remainder of said 189.9420 acre tract, for the South corner of the remainder of said 189.9420 acre tract;

1. **THENCE North 78°57'35" West**, with the existing North ROW line of said County Road 258 and the common Southwest line of the remainder of said 189.9420 acre tract, a distance of **83.70** feet to a 1/2-inch rebar with cap stamped "HAYNIE CONSULTING" found, in the existing East ROW line of Ronald Reagan Boulevard (Variable Width ROW) and the West line of the remainder of said 189.9420 acre tract, for the Southwest corner of the remainder of said 189.9420 acre tract, 50.14 feet Right of Ronald Reagan Baseline Station 590+22.65;

2. **THENCE North 18°30'13" West**, with the existing East ROW line of said Ronald Reagan Boulevard and the common West line of the remainder of said 189.9420 acre tract, a distance of **617.90** feet to a Calculated Point, in the North line of the remainder of said 189.9420 acre tract and the common existing South ROW line of Rio Park Drive (Variable width ROW), 50.14 feet Right of Ronald Reagan Baseline Station 596+40.55;

THENCE with the existing South ROW line of said Rio Park Drive and the common North line of the remainder of said 189.9420 acre tract, the following two (2) courses and distances:

3. Along a curve to the **Right**, having a radius of **25.00** feet, an arc length of **39.27** feet, a delta angle of **90°00'20"**, and a chord which bears **North 26°29'57" East** a distance of **35.36** feet to a Calculated Point, 75.14 feet Right of Ronald Reagan Baseline Station 596+65.55; and

4. **North 71°30'07" East**, a distance of **63.12** feet to a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set in the proposed East ROW line of Ronald Reagan Boulevard, 138.26 feet Right of Ronald Reagan Baseline Station 596+65.54 for the Northeast corner of the remainder of said 189.9420 acre tract and the common Northwest corner of a called 7.994 acre tract of land described in a Special Warranty Deed with Vendor's Lien to Thrive Liberty Hill LLC, recorded in Document No. 2024050436 of said O.P.R.W.C.T., from which a 1/2-inch rebar with cap stamped "HAYNIE CONSULTING" found in the existing South ROW line of said Rio Park Drive and the common North line of said 7.994 acre tract, bears North 71°30'07" East a distance of 49.92 feet;

County: Williamson
Parcel: 47 Part 1 – Rio Ranch Texas, LLC
Highway: Ronald Reagan Boulevard

THENCE with the proposed East ROW line of said Ronald Reagan Boulevard, being the East line of the remainder of said 189.9420 acre tract and the common West line of said 7.994 acre tract, the following two (2) courses and distances:

5. **South 18°41'43" East**, a distance of **663.73** feet to a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set, 140.48 feet Right of Ronald Reagan Baseline Station 590+01.82; and

6. **South 47°53'54" East**, a distance of **11.05** feet to a 1/2-inch rebar found, in the existing North ROW line of said County Road 258, for the Southeast corner of the remainder of said 189.9420 acre tract and the common Southwest corner of said 7.994 acre tract, 145.91 feet Right of Ronald Reagan Baseline Station 589+92.19, from which a 1/2-inch rebar with cap found in the South line of said 7.994 acre tract and the common existing North ROW line of said County Road 258 bears, North 51°34'07" East a distance of 129.74 feet;

7. **THENCE South 46°16'19" West**, with the South line of the remainder of said 189.9420 acre tract and the common existing North ROW line of said CR 258, a distance of **25.37** feet to the POINT OF BEGINNING, containing 1.364 acres (59,397 Square Feet) of land, more or less.

This property description is accompanied by a separate plat of even date.

This project is referenced for all bearing and coordinate basis to the Texas Coordinate System, North American Datum of 1983 (NAD83 – 2011 Adjustment), Central Zone (4203). All distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.00012.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

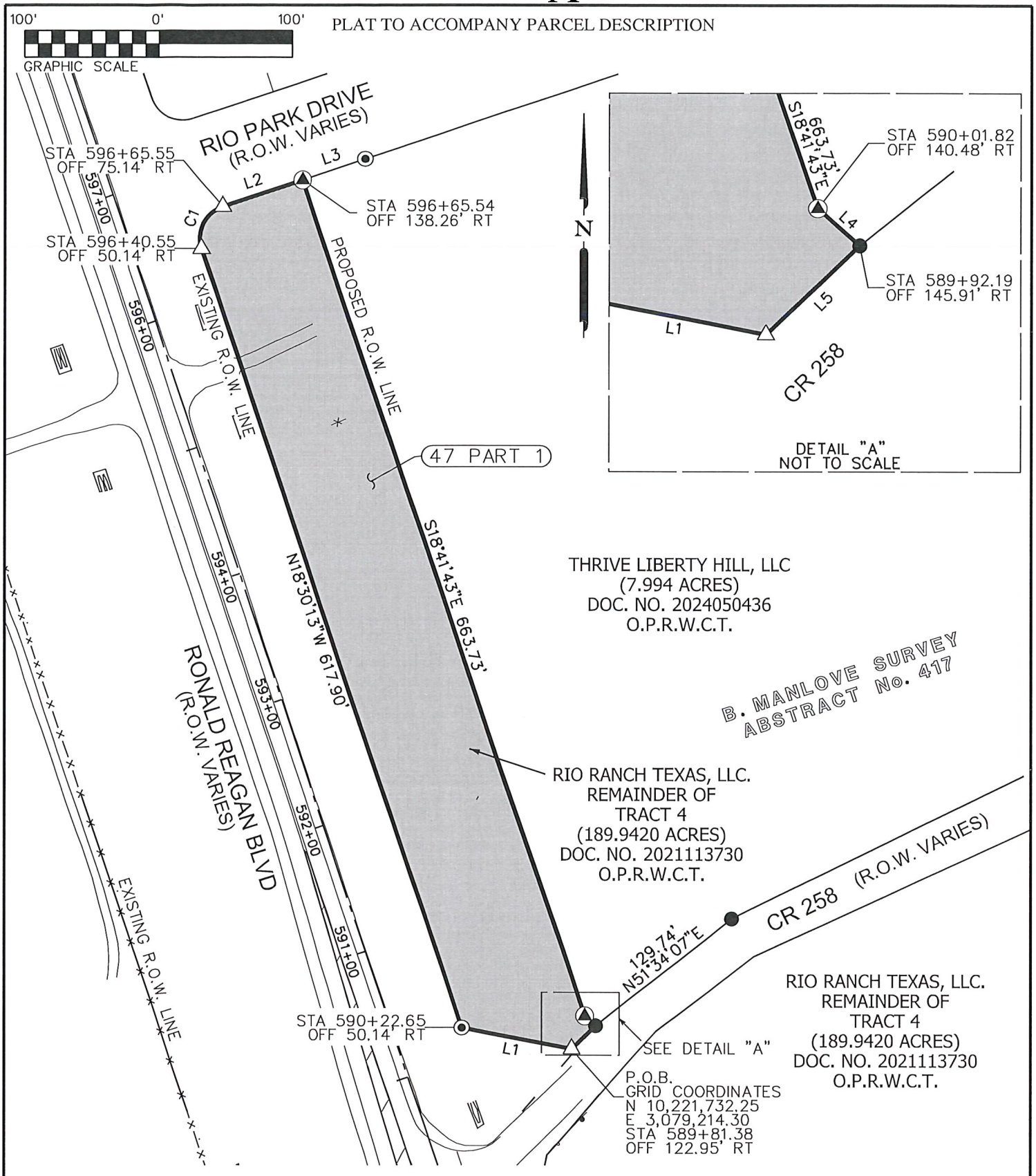
That I, Frank W. Funk, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described was determined by a survey made on the ground under my direct supervision.

Frank W Funk 09/16/2024

Frank W. Funk
Registered Professional Land Surveyor
State of Texas No. 6803
Landesign Services, Inc.
FIRM 10001800
10090 W Highway 29
Liberty Hill, Texas 78642

EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION



LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF
RIO RANCH TEXAS, LLC.

09/16/2024
PARCEL 47
PART 1
1.364 ACRES
59,397 Sq. Ft.
SHEET 3 OF 4

SCALE	PROJECT	COUNTY
1" = 100'	RONALD REAGAN	WILLIAMSON

EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LINE DATA		
LINE	BEARING	LENGTH
L1	N78° 57'35"W	83.70'
L2	N71° 30'07"E	63.12'
L3	N71° 30'07"E	49.92'
L4	S47° 53'54"E	11.05'
L5	S46° 16'19"W	25.37'

CURVE DATA				
CURVE	Δ	RADIUS	LENGTH	CHORD
C1	90° 00'20"	25.00'	39.27'	N26° 29'57"E 35.36'

NOTES:

1. BEARINGS SHOWN HEREON ARE ORIENTED TO GRID NORTH. COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 2011 ADJUSTMENT), CENTRAL ZONE [FEDERAL INFORMATION PROCESSING STANDARD (FIPS) 4203].

2. DISTANCES AND AREAS SHOWN HEREON ARE PROJECT SURFACE VALUES EXPRESSED IN U.S. SURVEY FEET. THE PROJECT GRID-TO-SURFACE COMBINED SURFACE ADJUSTMENT FACTOR IS 1.00012.

3. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PARCEL PLAT.

4. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

LEGEND

△	CALCULATED POINT
◉	1/2-INCH REBAR FOUND WITH CAP STAMPED "HAYNIE CONSULTING"
O.P.R.W.C.T	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
——PL——	PROPERTY LINE
x—x—x—	WIRE FENCE

STATE OF TEXAS:
WILLIAMSON COUNTY:

THIS SURVEY PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION.

Frank W Funk 09/16/2024

FRANK W. FUNK DATE
RPLS 6803

STATE OF TEXAS
REGISTERED
FRANK WILLIAM FUNK
6803
PROFESSIONAL
LAND SURVEYOR

LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF

RIO RANCH TEXAS, LLC.

SCALE	PROJECT	COUNTY
1" = 100'	RONALD REAGAN	WILLIAMSON

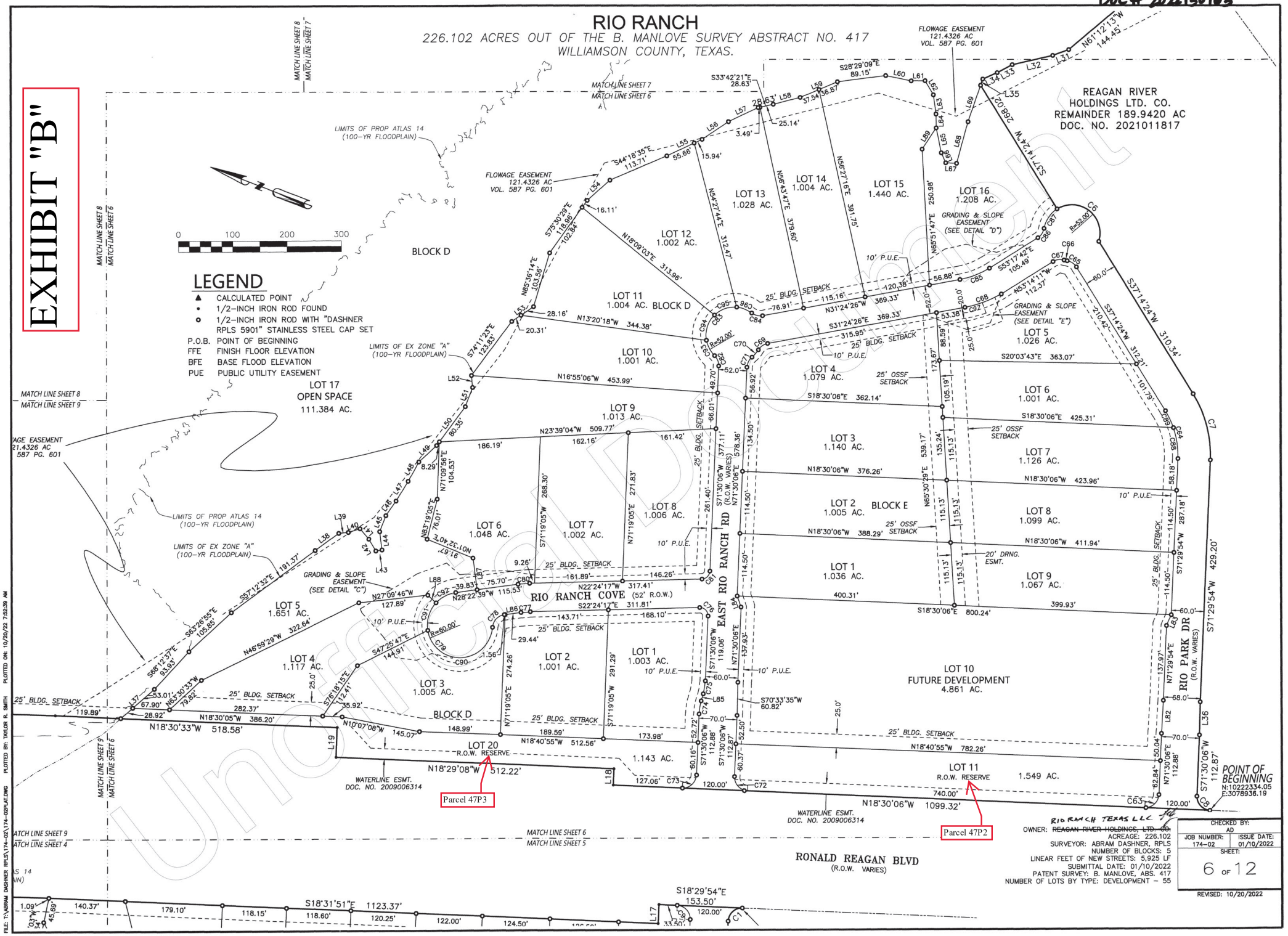
09/16/2024
PARCEL 47
PART 1
1.364 ACRES
59,397 Sq. Ft.
SHEET 4 OF 4

Doc# 2022130163

RIO RANCH

226.102 ACRES OUT OF THE B. MANLOVE SURVEY ABSTRACT NO. 417
WILLIAMSON COUNTY, TEXAS.

EXHIBIT "B"



RIO RANCH TEXAS LLC

OWNER: ~~REAGAN RIVER HOLDINGS, LTD. CO.~~
ACREAGE: 226.102
SURVEYOR: ABRAM DASHNER, RPLS
NUMBER OF BLOCKS: 5
LINEAR FEET OF NEW STREETS: 5,925 LF
SUBMITTAL DATE: 01/10/2022
PATENT SURVEY: B. MANLOVE, ABS. 417
NUMBER OF LOTS BY TYPE: DEVELOPMENT – 55

CHECKED BY: AD	
JOB NUMBER: 174–02	ISSUE DATE: 01/10/2022
SHEET: 6 OF 12	

REVISED: 10/20/2022

PLOTTED ON: 10/20/22 7:52:39 AM
PLOTTED BY: TAYLOR R. SMITH
FILE: T:\ABRAM DASHNER RPLS\174-02\174-02PLATDWG

Unofficial Document

County: Williamson
Parcel: 47E Part 2 – Rio Ranch Investments, LLC.
Highway: Ronald Reagan Boulevard

EXHIBIT C
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.3592 OF ONE ACRE (15,648 SQUARE FEET) PARCEL OF LAND SITUATED IN THE B. MANLOVE SURVEY, ABSTRACT NO. 417, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 10, BLOCK E, RIO RANCH, A SUBDIVISION OF RECORD IN DOCUMENT NO. 2022130163 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), CONVEYED TO RIO RANCH INVESTMENTS, LLC, IN A GENERAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NO. 2023064136 OF SAID O.P.R.W.C.T., SAID 0.3592 OF ONE ACRE (15,648 SQUARE FEET) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch rebar with cap stamped "RCS INC" found, 138.14 feet Right of Ronald Reagan Baseline Station 597+35.42 (Grid Coordinates: N= 10,222,452.05, E= 3,078,989.44) in the existing North Right-of-Way (ROW) line of Rio Park Drive (Variable Width ROW) for the Southwest corner of said Lot 10 and the common Southeast corner of Lot 11, Block E, said RIO RANCH, also being in the proposed East ROW of Ronald Reagan Boulevard, from which a 1/2-inch rebar with cap stamped "RCS INC" found in the existing North ROW line of said Rio Park Drive and the common Southeast line of said Lot 10, bears South 71°30'06" West, a distance of 62.94 feet;

1. **THENCE North 18°41'00" West,** with the West line of said Lot 10 and the common East line of said Lot 11, being the proposed East ROW line of said Ronald Reagan Boulevard, a distance of **782.39** feet to a 1/2-inch rebar with cap stamped "RCS INC" found in the existing South ROW line of East Rio Ranch Road (Variable Width ROW) for the Northwest corner of said Lot 10 and the common Northeast corner of said Lot 11, 135.66 feet Right of Ronald Reagan Baseline Station 605+17.80, from which a 1/2- inch rebar with cap stamped "RCS INC" found in the existing South ROW line of said East Rio Ranch Road and the common Northwest line of said Lot 11 bears, South 71°30'07" West, a distance of 60.52 feet;

2. **THENCE North 71°30'07" East**, with the existing South ROW line of said East Rio Ranch Road and the common Northwest line of said Lot 10, a distance of **20.00** feet to a Calculated Point, 155.66 feet Right of Ronald Reagan Baseline Station 605+17.80;

3. **THENCE South 18°41'00" East,** over and across said Lot 10, a distance of **782.39** feet to a Calculated Point in the existing North ROW line of said Rio Park Drive and the common Southeast line of said Lot 10, 158.14 feet Right of Ronald Reagan Baseline Station 597+35.41, from which a 1/2-inch rebar with cap stamped "MANHARD CONSULTING" found in the existing North ROW line of said Rio Park Drive and the common Southeast line of said Lot 10, bears North 71°30'06" E a distance of 29.97 feet and North 72°26'00" East a distance of 60.79 feet;

County: Williamson
Parcel: 47E Part 2 – Rio Ranch Investments, LLC.
Highway: Ronald Reagan Boulevard

4. **THENCE South 71°30'06" West,** with the existing North ROW line of said Rio Park Drive and the common Southeast line of said Lot 10, a distance of **20.00** feet to the **POINT OF BEGINNING,** containing 0.3592 of one acre (15,648 Square Feet) of land more or less.

This property description is accompanied by a separate plat of even date.

This project is referenced for all bearing and coordinate basis to the Texas Coordinate System, North American Datum of 1983 (NAD83 – 2011 Adjustment), Central Zone (4203). All distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.00012.

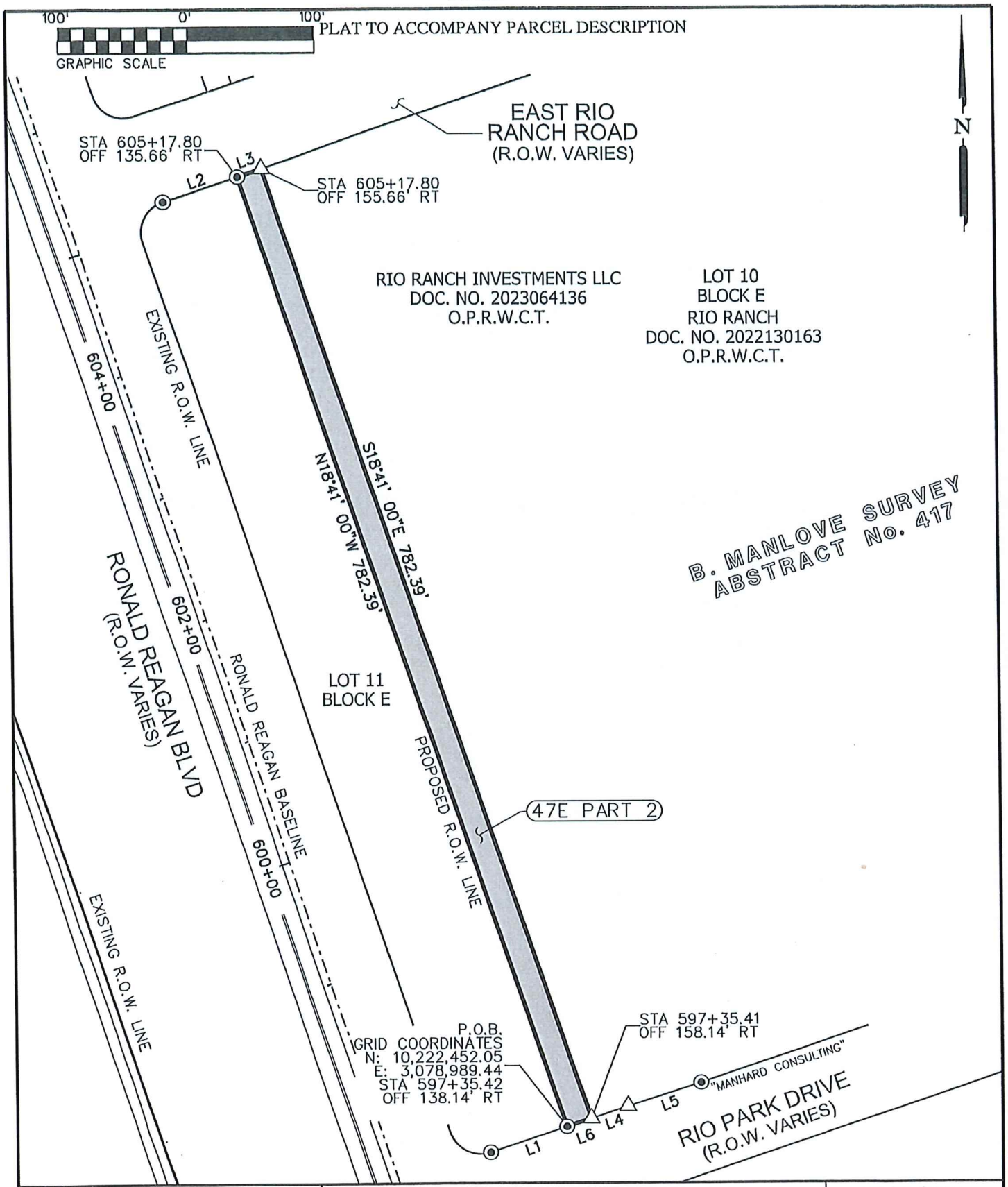
THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That I, Frank W. Funk, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described was determined by a survey made on the ground under my direct supervision.

Frank W Funk 08/20/2024

Frank W. Funk
Registered Professional Land Surveyor
State of Texas No. 6803
Landesign Services, Inc.
FIRM 10001800
10090 W Highway 29
Liberty Hill, Texas 78642

EXHIBIT "C"



LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF
RIO RANCH INVESTMENTS, LLC.

SCALE	PROJECT	COUNTY
1" = 100'	RONALD REAGAN	WILLIAMSON

08/20/2024
PARCEL 47E
PART 2
0.3592 ACRES
15,648 Sq. Ft.
SHEET 3 OF 4

EXHIBIT "C"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LINE DATA		
LINE	BEARING	LENGTH
L1	S71° 30'06"W	62.94'
L2	S71° 30'07"W	60.52'
L3	N71° 30'07"E	20.00'
L4	N71° 30'06"E	29.97'
L5	N72° 26'00"E	60.79'
L6	S71° 30'06"W	20.00'

NOTES:

1. BEARINGS SHOWN HEREON ARE ORIENTED TO GRID NORTH. COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 2011 ADJUSTMENT), CENTRAL ZONE [FEDERAL INFORMATION PROCESSING STANDARD (FIPS) 4203].

2. DISTANCES AND AREAS SHOWN HEREON ARE PROJECT SURFACE VALUES EXPRESSED IN U.S. SURVEY FEET. THE PROJECT GRID-TO-SURFACE COMBINED SURFACE ADJUSTMENT FACTOR IS 1.00012.

3. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PARCEL PLAT.

4. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

LEGEND

△	CALCULATED POINT
◉	1/2–INCH REBAR FOUND WITH CAP STAMPED "RCS INC" (UNLESS OTHERWISE NOTED)
O.P.R.W.C.T	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY

STATE OF TEXAS:
WILLIAMSON COUNTY:

THIS SURVEY PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION.

Frank W Funk 08/20/2024

FRANK W. FUNK DATE
RPLS 6803

STATE OF TEXAS
REGISTERED
FRANK WILLIAM FUNK
6803
PROFESSIONAL
LAND SURVEYOR

LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF
RIO RANCH INVESTMENTS, LLC.

SCALE	PROJECT	COUNTY
1" = 100'	RONALD REAGAN	WILLIAMSON

08/20/2024
PARCEL 47E
PART 2
0.3592 ACRES
15,648 Sq. Ft.
SHEET 4 OF 4

County: Williamson
Parcel: 47E Part 3 – Rio Ranch Texas, LLC
Highway: Ronald Reagan Boulevard

EXHIBIT D
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.0799 OF ONE ACRE (3,478 SQUARE FEET) PARCEL OF LAND SITUATED IN THE B. MANLOVE SURVEY, ABSTRACT NO. 417, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 1, BLOCK D, RIO RANCH, A SUBDIVISION OF RECORD IN DOCUMENT NO. 2022130163 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), CONVEYED TO RIO RANCH TEXAS, LLC IN A GENERAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NO. 2021113730 OF SAID O.P.R.W.C.T., SAID 0.0799 OF ONE ACRE (3,478 SQUARE FEET) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch rebar with cap stamped "MANHARD CONSULTING" found, 135.40 feet Right of Ronald Reagan Baseline Station 605+87.82 (Grid Coordinates: N= 10,223,259.41, E= 3,078,716.34) in the existing North Right-of-Way (ROW) line of East Rio Ranch Road (Variable Width ROW) for the Southwest corner of said Lot 1 and the common Southeast corner of Lot 20, Block D, said RIO RANCH, also being in the proposed East ROW line of Ronald Reagan Boulevard;

1. **THENCE North 18°41'00" West**, with the West line of said Lot 1 and the common East line of said Lot 20, being the proposed East ROW line of said Ronald Reagan Boulevard, a distance of **173.86** feet to a 1/2-inch rebar with cap stamped "MANHARD CONSULTING" found in the East line of said Lot 20, for the Northwest corner of said Lot 1 and the common Southwest corner of Lot 2, Block D, said RIO RANCH, 134.85 feet Right of Ronald Reagan Baseline Station 607+61.67

2. **THENCE North 71°16'43" East**, with the North line of said Lot 1 and the common South line of said Lot 2, a distance of **20.00** feet to a Calculated Point, 154.85 feet Right of Ronald Reagan Baseline Station 607+61.75, from which a 1/2-inch rebar with cap stamped "MANHARD CONSULTING" found in the existing Westerly right-of-way line of Rio Ranch Cove (52' ROW), for the Northeast corner of said Lot 1 and the common Southeast corner of said Lot 2, bears North 71°16'43" East a distance of 216.74 feet;

3. **THENCE South 18°41'00" East**, over and across said Lot 1, a distance of **173.97** feet to a Calculated Point in the existing North ROW line of said East Rio Ranch Road and the common South line of said Lot 1, 155.40 feet Right of Ronald Reagan Baseline Station 605+87.78, from which a 1/2-inch rebar with cap stamped "MANHARD CONSULTING" found in the existing North ROW line of said East Rio Ranch Road and the common South line of said Lot 1, bears North 71°36'03" East a distance of 32.71 feet;

County: Williamson
Parcel: 47E Part 3 – Rio Ranch Texas, LLC
Highway: Ronald Reagan Boulevard

4. **THENCE South 71°36'03" West**, with the existing North ROW line of said East Rio Ranch Road and the common South line of said Lot 1, a distance of **20.00** feet to the **POINT OF BEGINNING**, containing 0.0799 of one acre (3,478 Square Feet) of land more or less.

This property description is accompanied by a separate plat of even date.

This project is referenced for all bearing and coordinate basis to the Texas Coordinate System, North American Datum of 1983 (NAD83 – 2011 Adjustment), Central Zone (4203). All distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.00012.

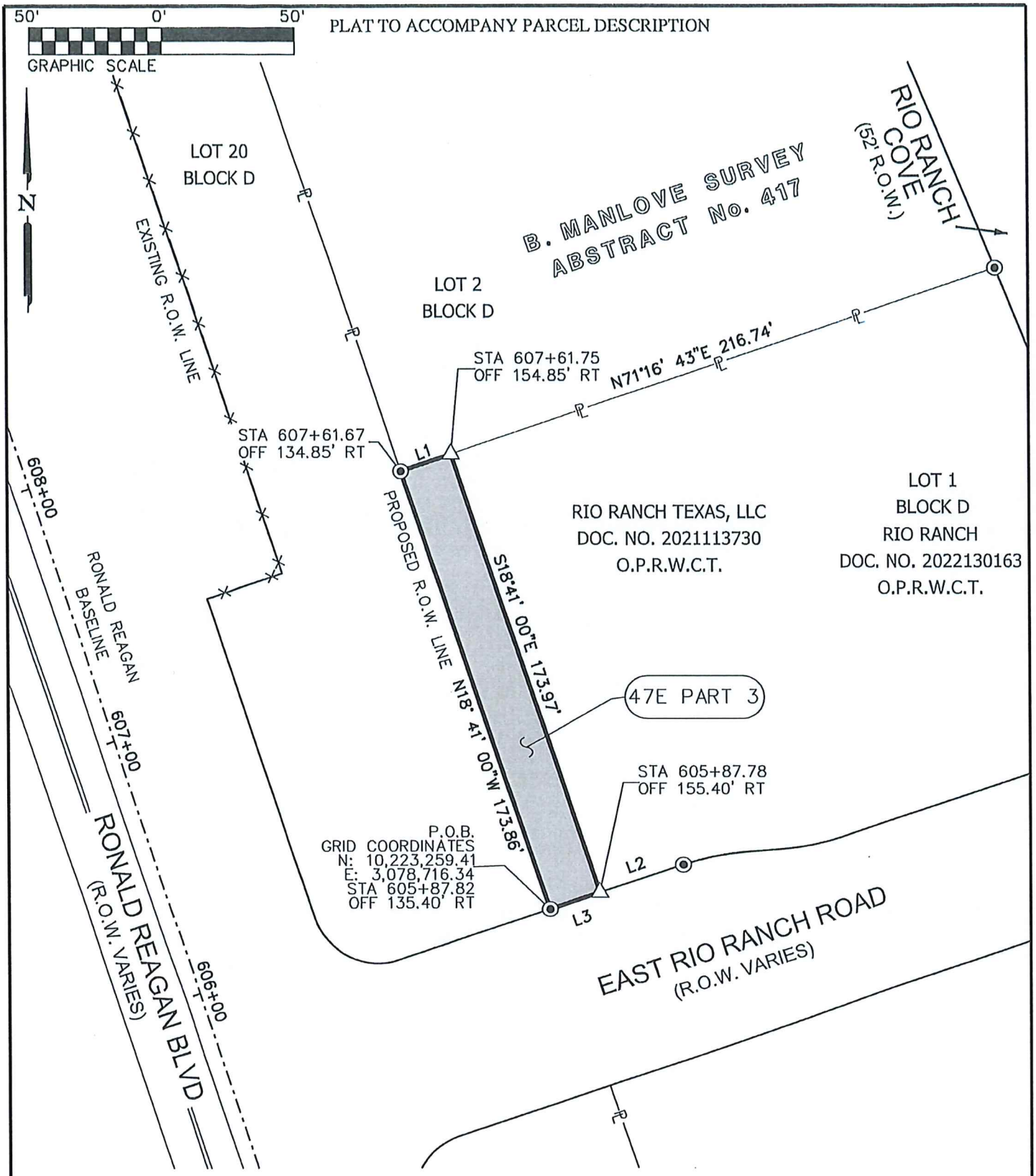
THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That I, Frank W. Funk, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described was determined by a survey made on the ground under my direct supervision.

08/20/2024

Frank W. Funk
Registered Professional Land Surveyor
State of Texas No. 6803
Landesign Services, Inc.
FIRM 10001800
10090 W Highway 29
Liberty Hill, Texas 78642

EXHIBIT "D"



LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF
RIO RANCH TEXAS, LLC.

SCALE	PROJECT	COUNTY
1" = 50'	RONALD REAGAN	WILLIAMSON

08/20/2024
PARCEL 47E
PART 3
0.0799 ACRES
3,478 Sq. Ft.
SHEET 3 OF 4

EXHIBIT " D

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LINE DATA		
LINE	BEARING	LENGTH
L1	N71° 16'43"E	20.00'
L2	N71° 36'03"E	32.71'
L3	S71° 36'03"W	20.00'

NOTES:

1. BEARINGS SHOWN HEREON ARE ORIENTED TO GRID NORTH. COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 2011 ADJUSTMENT), CENTRAL ZONE [FEDERAL INFORMATION PROCESSING STANDARD (FIPS) 4203].

2. DISTANCES AND AREAS SHOWN HEREON ARE PROJECT SURFACE VALUES EXPRESSED IN U.S. SURVEY FEET. THE PROJECT GRID-TO-SURFACE COMBINED SURFACE ADJUSTMENT FACTOR IS 1.00012.

3. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PARCEL PLAT.

4. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

LEGEND

△	CALCULATED POINT
◉	1/2–INCH REBAR FOUND WITH CAP STAMPED "HAYNIE CONSULTING"
O.P.R.W.C.T	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
——℄——	PROPERTY LINE
×—×—×—	WIRE FENCE

STATE OF TEXAS:
WILLIAMSON COUNTY:

THIS SURVEY PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION.

Frank W Funk 08/20/2024

FRANK W. FUNK DATE
RPLS 6803

STATE OF TEXAS
REGISTERED
FRANK WILLIAM FUNK
6803
PROFESSIONAL
LAND SURVEYOR

LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF
RIO RANCH TEXAS, LLC.

SCALE	PROJECT	COUNTY
1" = 100'	RONALD REAGAN	WILLIAMSON

08/20/2024
PARCEL 47E
PART 3
0.0799 ACRES
3,478 Sq. Ft.
SHEET 4 OF 4

County: Williamson
Parcel: 47E Part 4 – Rio Ranch Texas, LLC
Highway: Ronald Reagan Boulevard

EXHIBIT E
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.0871 OF ONE ACRE (3,794 SQUARE FEET) PARCEL OF LAND SITUATED IN THE B. MANLOVE SURVEY, ABSTRACT NO. 417, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 2, BLOCK D, RIO RANCH, A SUBDIVISION OF RECORD IN DOCUMENT NO. 2022130163 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), CONVEYED TO RIO RANCH TEXAS, LLC IN A GENERAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NO. 2021113730 OF SAID O.P.R.W.C.T., SAID 0.0871 OF ONE ACRE (3,794 SQUARE FEET) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch rebar with cap stamped "MANHARD CONSULTING" found, 134.85 feet Right of Ronald Reagan Baseline Station 607+61.67 (Grid Coordinates: N= 10,223,424.09, E= 3,078,660.66) in the East line of Lot 20, Block D, said RIO RANCH for the Southwest corner of said Lot 2 and the common Northwest corner of Lot 1, Block D, said RIO RANCH, also being in the proposed East right-of-way (ROW) line of Ronald Reagan Boulevard;

1. **THENCE North 18°41'00" West**, with the East line of said Lot 20 and the common West line of said Lot 2, also being the proposed East ROW line of said Ronald Reagan Boulevard, a distance of **189.72** feet to a 1/2-inch rebar with cap stamped "MANHARD CONSULTING" found, for the Northwest corner of said Lot 2 and the common Southwest corner of Lot 3, Block D, said RIO RANCH, 134.26 feet Right of Ronald Reagan Baseline Station 609+51.39;

2. **THENCE North 71°18'09" East**, with the North line of said Lot 2 and the common South line of said Lot 3, a distance of **20.00** feet to a Calculated Point, 154.26 feet Right of Ronald Reagan Baseline Station 609+51.46, from which a 1/2-inch rebar with cap stamped "MANHARD CONSULTING" found in the existing West ROW LINE OF Rio Ranch Cove (52' ROW) for the Northeast corner of said Lot 2 and the common Southeast corner of said Lot 3, bears North 71°18'09" East a distance of 200.36 feet;

3. **THENCE South 18°41'00" East**, over and across said Lot 2, a distance of **189.71** feet to a Calculated Point, in the South line of said Lot 2 and the common North line of said Lot 1, 154.85 feet Right of Ronald Reagan Baseline Station 607+61.75, from which a 1/2-inch rebar with cap stamped "MANHARD CONSULTING" found in the existing West ROW line of said Rio Ranch Cove for the Southeast corner of said Lot 2 and the common Northeast corner of said Lot 1, bears North 71°16'43" East a distance of 216.74 feet;

County: Williamson
Parcel: 47E Part 4 – Rio Ranch Texas, LLC
Highway: Ronald Reagan Boulevard

4. **THENCE South 71°16'43" West,** with the South line of said Lot 2 and the common North line of said Lot 1, a distance of **20.00** feet to the **POINT OF BEGINNING,** containing 0.0871 of one acre (3,794 Square Feet) of land more or less.

This property description is accompanied by a separate plat of even date.

This project is referenced for all bearing and coordinate basis to the Texas Coordinate System, North American Datum of 1983 (NAD83 – 2011 Adjustment), Central Zone (4203). All distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.00012.

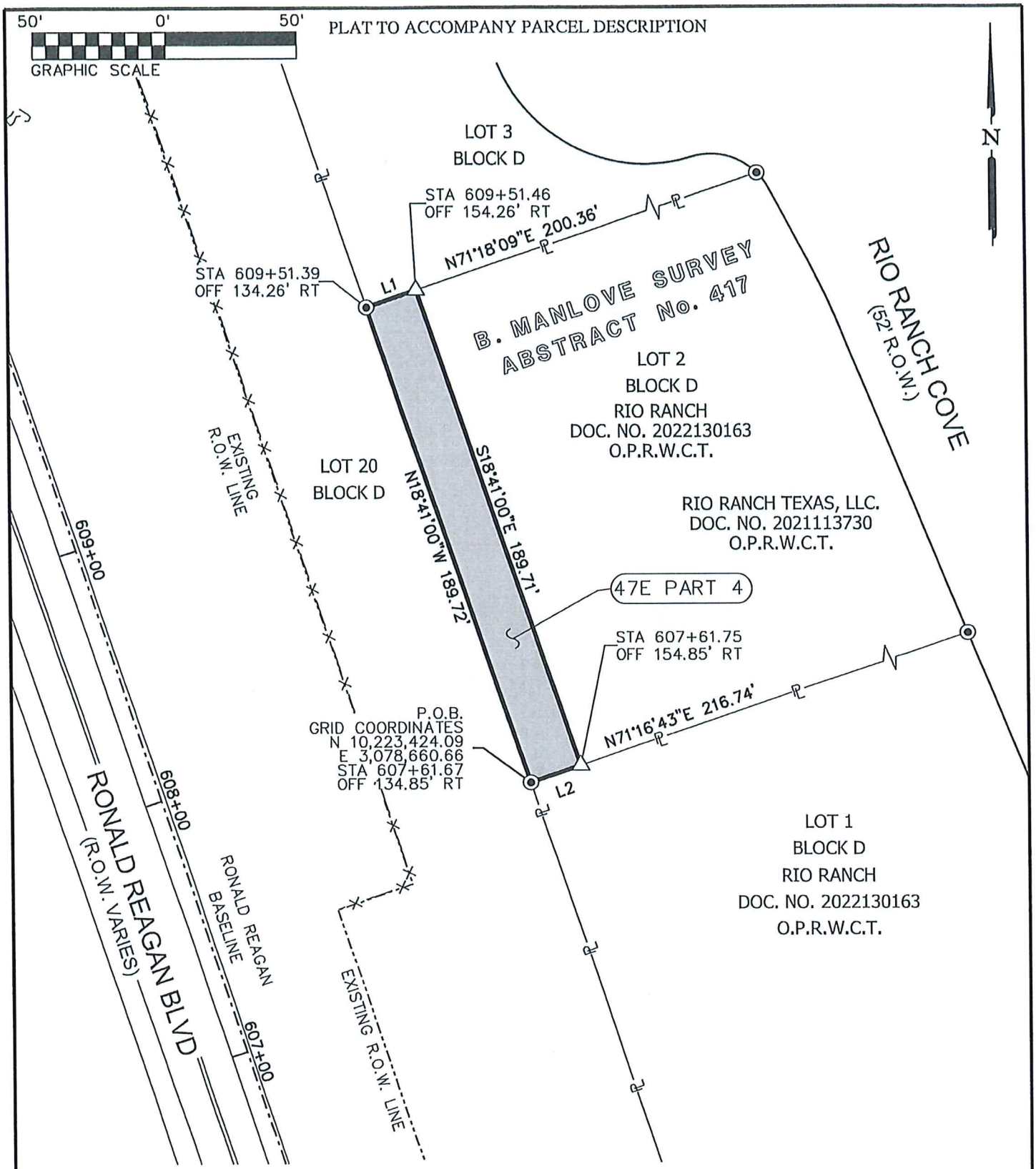
THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That I, Frank W. Funk, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described was determined by a survey made on the ground under my direct supervision.

Frank W Funk 08/20/2024

Frank W. Funk
Registered Professional Land Surveyor
State of Texas No. 6803
Landesign Services, Inc.
FIRM 10001800
10090 W Highway 29
Liberty Hill, Texas 78642

EXHIBIT "E"



LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF
RIO RANCH TEXAS, LLC

08/20/2024

PARCEL 47E
PART 4
0.0871 ACRES
3,794 Sq. Ft.

SCALE	PROJECT	COUNTY
1" = 50'	RONALD REAGAN	WILLIAMSON

EXHIBIT "E"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LINE DATA		
LINE	BEARING	LENGTH
L1	N71° 18'09"E	20.00'
L2	S71° 16'43"W	20.00'

NOTES:

1. BEARINGS SHOWN HEREON ARE ORIENTED TO GRID NORTH. COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 2011 ADJUSTMENT), CENTRAL ZONE [FEDERAL INFORMATION PROCESSING STANDARD (FIPS) 4203].

2. DISTANCES AND AREAS SHOWN HEREON ARE PROJECT SURFACE VALUES EXPRESSED IN U.S. SURVEY FEET. THE PROJECT GRID-TO-SURFACE COMBINED SURFACE ADJUSTMENT FACTOR IS 1.00012.

3. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PARCEL PLAT.

4. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

LEGEND

△	CALCULATED POINT
◉	1/2-INCH REBAR FOUND WITH CAP STAMPED "HAYNIE CONSULTING"
O.P.R.W.C.T	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
——℄——	PROPERTY LINE
×—×—×—	WIRE FENCE

STATE OF TEXAS:
WILLIAMSON COUNTY:

THIS SURVEY PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION.

Frank W Funk 08/20/2024

FRANK W. FUNK DATE
RPLS 6803

STATE OF TEXAS
REGISTERED
FRANK WILLIAM FUNK
6803
PROFESSIONAL
LAND SURVEYOR

LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF
RIO RANCH TEXAS, LLC.

SCALE	PROJECT	COUNTY
1" = 100'	RONALD REAGAN	WILLIAMSON

08/20/2024
PARCEL 47E
PART 4
0.0871 ACRES
3,794 Sq. Ft.
SHEET 4 OF 4

County: Williamson
Parcel: 47E Part 5 – Rio Ranch Texas, LLC
Highway: Ronald Reagan Boulevard

EXHIBIT F
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.1486 OF ONE ACRE (6,474 SQUARE FEET) PARCEL OF LAND SITUATED IN THE B. MANLOVE SURVEY, ABSTRACT NO. 417, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 3, BLOCK D, RIO RANCH, A SUBDIVISION OF RECORD IN DOCUMENT NO. 2022130163 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), CONVEYED TO RIO RANCH TEXAS, LLC IN A GENERAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NO. 2021113730 OF SAID O.P.R.W.C.T., SAID 0.1486 OF ONE ACRE (6,474 SQUARE FEET) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch rebar with cap stamped "MANHARD CONSULTING" found, 134.26 feet Right of Ronald Reagan Baseline Station 609+51.39 (Grid Coordinates: N= 10,223,603.79, E= 3,078,599.90) in the East line of Lot 20, Block D, said RIO RANCH for the Southwest corner of said Lot 3 and the common Northwest corner of Lot 2, Block D, said RIO RANCH, also being in the proposed East right-of-way (ROW) line of Ronald Reagan Boulevard (Variable Width ROW);

THENCE with the West line of said Lot 3, and the common East line of said Lot 20, also being the proposed East R.O.W. line of said Ronald Reagan Boulevard, the following three (3) courses and distances:

1. **North 18°41'00" West**, a distance of **148.93** feet to a 1/2-inch rebar with cap stamped "MANHARD CONSULTING" found, 133.79 feet Right of Ronald Reagan Baseline Station 611+00.32;

2. **North 10°08'35" West**, a distance of **145.20** feet to a 1/2-inch rebar with cap stamped "MANHARD CONSULTING" found, 154.90 feet Right of Ronald Reagan Baseline Station 612+43.97; and

3. **North 18°30'04" West**, a distance of **35.96** feet to a 1/2-inch rebar with cap stamped "MANHARD CONSULTING" found, for the Northwest corner of said Lot 3 and the common Southwest corner of Lot 4, Block D, said RIO RANCH, 154.90 feet Right of Ronald Reagan Baseline Station 612+79.93;

4. **THENCE South 76°18'05" East**, with the North line of said Lot 3 and the common South line of said Lot 4, a distance of **23.63** feet to a Calculated Point, 174.90 feet Right of Ronald Reagan Baseline Station 612+67.34, from which a 1/2-inch rebar found in the North line of said Lot 3 and the common South line of said Lot 4, bears South 76°18'05" East a distance of 88.88 feet;

THENCE over and across said Lot 3, the following three (3) courses and distances:

5. **South 18°30'04" East**, a distance of **24.83** feet to a Calculated Point, 174.90 feet Right of Ronald Reagan Baseline Station 612+42.51;

6. **South 10°08'35" East**, a distance of **145.16** feet to a Calculated Point, 153.80 feet Right of Ronald Reagan Baseline Station 610+98.89;

County: Williamson
Parcel: 47E Part 5 – Rio Ranch Texas, LLC
Highway: Ronald Reagan Boulevard

7. **South 18°41'00" East**, a distance of **147.43** feet to a Calculated Point in the South line of said Lot 3 and the common North line of said Lot 2, 154.26 feet Right of Ronald Reagan Baseline Station 609+51.46, from which a 1/2-inch rebar with cap stamped "MANHARD CONSULTING" found, bears North 71°18'09" East, a distance of 200.36 feet; and

8. **THENCE South 71°18'09"** West, with the South line of said Lot 3 and the common North line of said Lot 2, a distance of **20.00** feet to the **POINT OF BEGINNING**, containing 0.1486 of one acre (6,474 Square Feet) of land more or less.

This property description is accompanied by a separate plat of even date.

This project is referenced for all bearing and coordinate basis to the Texas Coordinate System, North American Datum of 1983 (NAD83 – 2011 Adjustment), Central Zone (4203). All distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.00012.

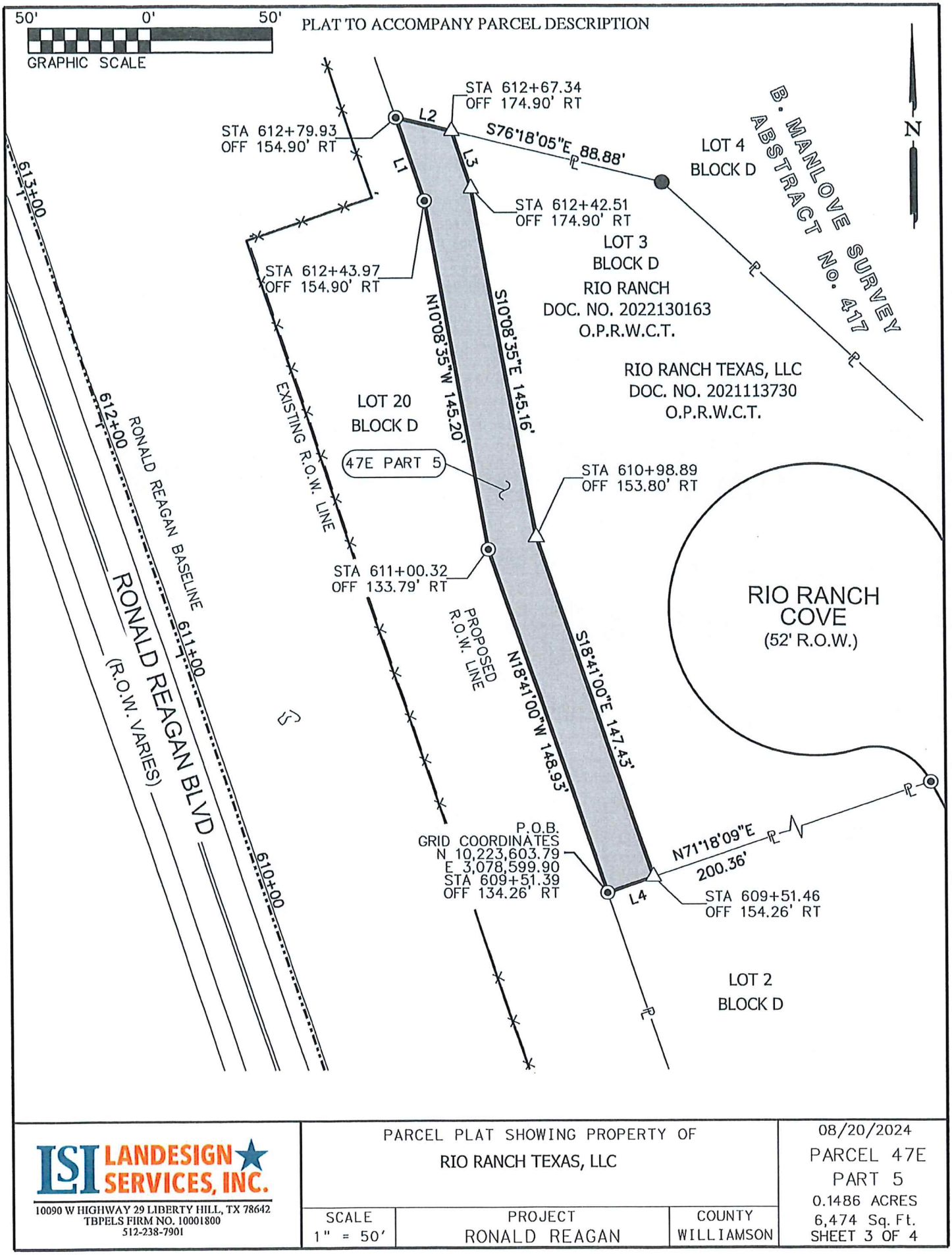
THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That I, Frank W. Funk, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described was determined by a survey made on the ground under my direct supervision.

Frank W Funk 08/20/2024

Frank W. Funk
Registered Professional Land Surveyor
State of Texas No. 6803
Landesign Services, Inc.
FIRM 10001800
10090 W Highway 29
Liberty Hill, Texas 78642

EXHIBIT "F"



LSI LANDESIGN SERVICES, INC. 10090 W HIGHWAY 29 LIBERTY HILL, TX 78642 TBPELS FIRM NO. 10001800 512-238-7901	PARCEL PLAT SHOWING PROPERTY OF RIO RANCH TEXAS, LLC	08/20/2024 PARCEL 47E PART 5 0.1486 ACRES 6,474 Sq. Ft. SHEET 3 OF 4
	SCALE: 1" = 50' / PROJECT: RONALD REAGAN / COUNTY: WILLIAMSON	

EXHIBIT "F"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LINE DATA		
LINE	BEARING	LENGTH
L1	N18° 30'04"W	35.96'
L2	S76° 18'05"E	23.63'
L3	S18° 30'04"E	24.83'
L4	S71° 18'09"W	20.00'

NOTES:

1. BEARINGS SHOWN HEREON ARE ORIENTED TO GRID NORTH. COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 2011 ADJUSTMENT), CENTRAL ZONE [FEDERAL INFORMATION PROCESSING STANDARD (FIPS) 4203].

2. DISTANCES AND AREAS SHOWN HEREON ARE PROJECT SURFACE VALUES EXPRESSED IN U.S. SURVEY FEET. THE PROJECT GRID-TO-SURFACE COMBINED SURFACE ADJUSTMENT FACTOR IS 1.00012.

3. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PARCEL PLAT.

4. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

LEGEND

△	CALCULATED POINT
◉	1/2-INCH REBAR FOUND WITH CAP STAMPED "HAYNIE CONSULTING"
●	1/2-INCH REBAR FOUND
O.P.R.W.C.T	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
——℄——	PROPERTY LINE
x—x—x—	WIRE FENCE

STATE OF TEXAS:
WILLIAMSON COUNTY:

THIS SURVEY PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION.

Frank W Funk 08/20/2024

FRANK W. FUNK DATE
RPLS 6803

STATE OF TEXAS
REGISTERED
FRANK WILLIAM FUNK
6803
PROFESSIONAL
LAND SURVEYOR

LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF
RIO RANCH TEXAS, LLC.

SCALE	PROJECT	COUNTY
1" = 100'	RONALD REAGAN	WILLIAMSON

08/20/2024
PARCEL 47E
PART 5
0.1486 ACRES
6,474 Sq. Ft.
SHEET 4 OF 4

County: Williamson
Parcel: 47E Part 6 – Rio Ranch Texas, LLC
Highway: Ronald Reagan Boulevard

EXHIBIT G
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.1280 OF ONE ACRE (5,576 SQUARE FEET) PARCEL OF LAND SITUATED IN THE B. MANLOVE SURVEY, ABSTRACT NO. 417, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 4, BLOCK D, RIO RANCH, A SUBDIVISION OF RECORD IN DOCUMENT NO. 2022130163 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), CONVEYED TO RIO RANCH TEXAS, LLC IN A GENERAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NO. 2021113730 OF SAID O.P.R.W.C.T., SAID 0.1280 OF ONE ACRE (5,576 SQUARE FEET) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch rebar with cap stamped "MANHARD CONSULTING" found, 154.90 feet Right of Ronald Reagan Baseline Station 612+79.93 (Grid Coordinates: N= 10,223,921.92, E= 3,078,515.22) in the East line of Lot 20, Block D, said RIO RANCH for the Southwest corner of said Lot 4 and the common Northwest corner of Lot 3, Block D, said RIO RANCH, also being in the proposed East right-of-way (ROW) line of Ronald Reagan Boulevard;

1. **THENCE North 18°30'04" West**, with the East line of said Lot 20 and the common West line of said Lot 4, also being the proposed East ROW. line of said Ronald Reagan Boulevard, a distance of **282.49** feet to a 1/2-inch rebar with cap stamped "MANHARD CONSULTING" found, for the Northwest corner of said Lot 4 and a common West corner of Lot 5, Block D, said RIO RANCH, 158.15 feet Right of Ronald Reagan Baseline Station 615+57.12

2. **THENCE South 63°30'54" East**, with the North line of said Lot 4 and the common Southwest line of said Lot 5, a distance of **28.28** feet to a Calculated Point, 177.50 feet Right of Ronald Reagan Baseline Station 615+37.11, from which a 1/2-inch rebar with cap stamped "MANHARD CONSULTING" found in the North line of said Lot 4 and the common Southwest line of said Lot 5, bears South 63°30'54" East a distance of 51.57;

3. **THENCE South 18°30'04" East**, over and across said Lot 4, a distance of **275.10** feet to a Calculated Point in the South line of said Lot 4 and the common North line of said Lot 3, 174.90 feet Right of Ronald Reagan Baseline Station 612+67.34, from which a 1/2-inch rebar found bears South 76°18'05" East a distance of 88.88 feet; and

County: Williamson
Parcel: 47E Part 6 – Rio Ranch Texas, LLC
Highway: Ronald Reagan Boulevard

4. **THENCE North 76°18'05" West,** with the South line of said Lot 4 and the common North line of said Lot 3, a distance of **23.63** feet to the **POINT OF BEGINNING,** containing 0.1280 of one acre (5,576 Square Feet) of land, more or less.

This property description is accompanied by a separate plat of even date.

This project is referenced for all bearing and coordinate basis to the Texas Coordinate System, North American Datum of 1983 (NAD83 – 2011 Adjustment), Central Zone (4203). All distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.00012.

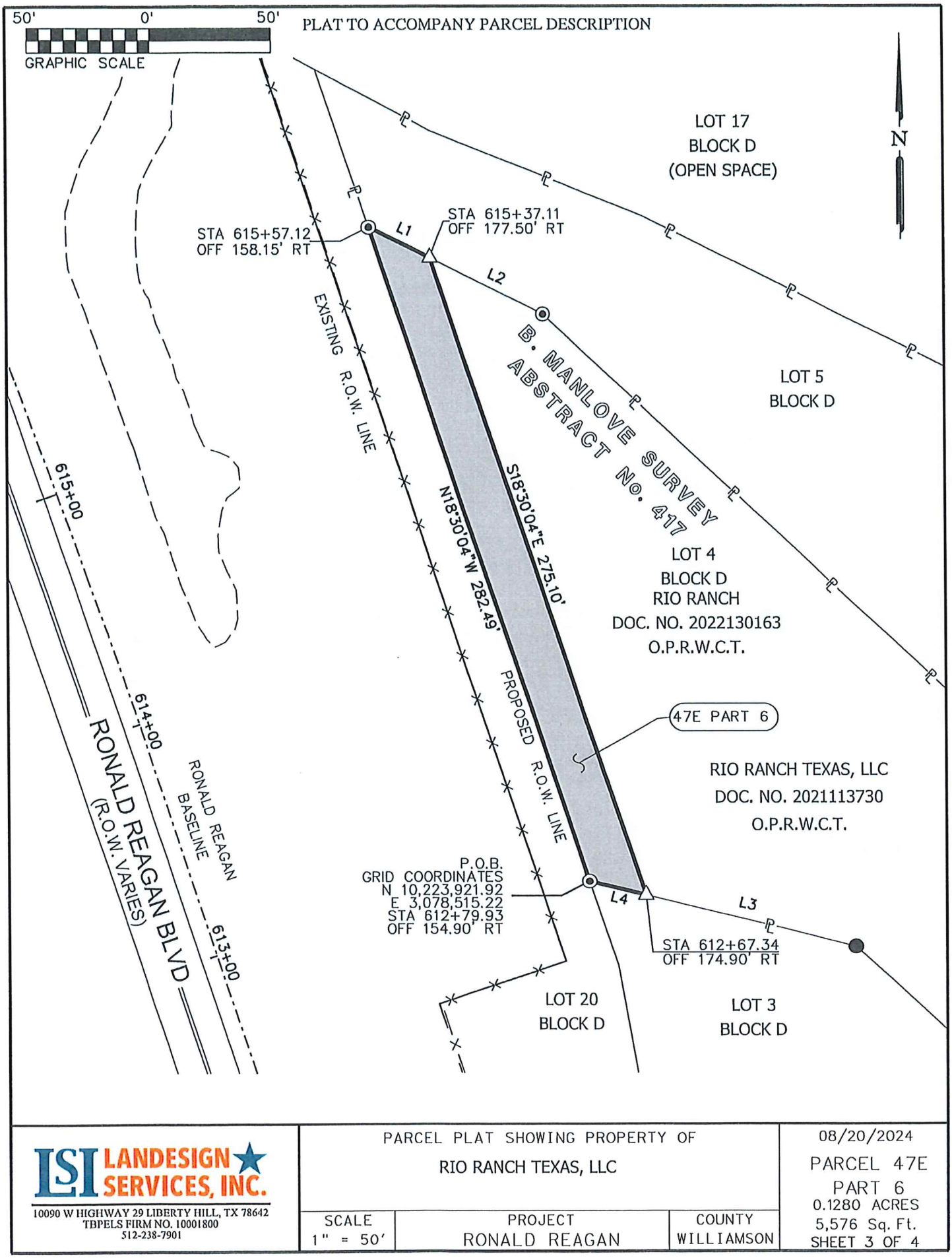
THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That I, Frank W. Funk, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described was determined by a survey made on the ground under my direct supervision.

Frank W Funk 08/20/2024

Frank W. Funk
Registered Professional Land Surveyor
State of Texas No. 6803
Landesign Services, Inc.
FIRM 10001800
10090 W Highway 29
Liberty Hill, Texas 78642

EXHIBIT "G"



LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF
RIO RANCH TEXAS, LLC

SCALE	PROJECT	COUNTY
1" = 50'	RONALD REAGAN	WILLIAMSON

08/20/2024
PARCEL 47E
PART 6
0.1280 ACRES
5,576 Sq. Ft.
SHEET 3 OF 4

EXHIBIT "G"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LINE DATA		
LINE	BEARING	LENGTH
L1	S63° 30'54"E	28.28'
L2	S63° 30'54"E	51.57'
L3	S76° 18'05"E	88.88'
L4	N76° 18'05"W	23.63'

NOTES:

1. BEARINGS SHOWN HEREON ARE ORIENTED TO GRID NORTH. COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 2011 ADJUSTMENT), CENTRAL ZONE [FEDERAL INFORMATION PROCESSING STANDARD (FIPS) 4203].

2. DISTANCES AND AREAS SHOWN HEREON ARE PROJECT SURFACE VALUES EXPRESSED IN U.S. SURVEY FEET. THE PROJECT GRID-TO-SURFACE COMBINED SURFACE ADJUSTMENT FACTOR IS 1.00012.

3. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PARCEL PLAT.

4. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE ABSTRACT. THER MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

LEGEND

△	CALCULATED POINT
◉	1/2-INCH REBAR FOUND WITH CAP STAMPED "HAYNIE CONSULTING"
●	1/2-INCH REBAR FOUND (UNLESS OTHERWISE NOTED)
O.P.R.W.C.T	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
——℄——	PROPERTY LINE
x—x—x—	WIRE FENCE

STATE OF TEXAS:
WILLIAMSON COUNTY:

THIS SURVEY PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION.

Frank W Funk 08/20/2024

FRANK W. FUNK DATE
RPLS 6803

STATE OF TEXAS
REGISTERED
FRANK WILLIAM FUNK
6803
PROFESSIONAL
LAND SURVEYOR

LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF
RIO RANCH TEXAS, LLC.

08/20/2024
PARCEL 47E
PART 6
0.1280 ACRES
5,576 Sq. Ft.
SHEET 4 OF 4

SCALE	PROJECT	COUNTY
1" = 100'	RONALD REAGAN	WILLIAMSON

County: Williamson
Parcel: 47E Part 7 – Rio Ranch Texas, LLC
Highway: Ronald Reagan Boulevard

EXHIBIT H
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.0309 OF ONE ACRE (1,347 SQUARE FEET) PARCEL OF LAND SITUATED IN THE B. MANLOVE SURVEY, ABSTRACT NO. 417, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 5, BLOCK D, RIO RANCH, A SUBDIVISION OF RECORD IN DOCUMENT NO. 2022130163 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), CONVEYED TO RIO RANCH TEXAS, LLC IN A GENERAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NO. 2021113730 OF SAID O.P.R.W.C.T., SAID 0.0309 OF ONE ACRE (1,347 SQUARE FEET) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch rebar with cap stamped "MANHARD CONSULTING" found, 158.15 feet Right of Ronald Reagan Baseline Station 615+57.12 (Grid Coordinates: N= 10,224,189.72, E= 3,078,425.59) in the East line of Lot 20, Block D, said RIO RANCH for the Southwest corner of said Lot 5 and the common Northwest corner of Lot 4, Block D, said RIO RANCH, also being in the proposed East right-of-way (ROW) line of Ronald Reagan Boulevard;

1. **THENCE North 18°30'04" West**, with the East line of said Lot 20 and the common West line of said Lot 5, also being the proposed East ROW line of said Ronald Reagan Boulevard a distance of **67.96** feet to a 1/2-inch rebar with cap stamped "MANHARD CONSULTING" found in the South line of Lot 17, Block D, said RIO RANCH for the Northwest corner of said Lot 5 and the common Northeast corner of said Lot 20, 160.85 feet Right of Ronald Reagan Baseline Station 616+23.11, from which a 1/2-inch rebar with cap stamped "MANHARD CONSULTING" found in the existing East ROW line of Ronald Reagan Boulevard (Variable Width ROW) for the Northwest corner of said Lot 20 and the common Southwest corner of said Lot 17, bears North 61°52'53" West a distance of 28.81 feet;

2. **THENCE South 61°52'53" East**, with the North line of said Lot 5 and the common South line of said Lot 17, a distance of **29.12** feet to a Calculated Point, 179.91 feet Right of Ronald Reagan Baseline Station 616+01.75, from which a 1/2-inch rebar with cap stamped "MANHARD CONSULTING" found, bears South 61°52'53" East a distance of 24.07 feet;

3. **THENCE South 18°30'04" East**, over and across said Lot 5, a distance of **66.78** feet to a Calculated Point in the South line of said Lot 5 and the common North line of said Lot 4, 177.50 feet Right of Ronald Reagan Baseline Station 615+37.11, from which a 1/2-inch rebar with cap stamped "MANHARD CONSULTING" found in the South line of said Lot 5 and the common North line of said Lot 4, bears South 63°30'54" East a distance of 51.57 feet; and

County: Williamson
Parcel: 47E Part 7 – Rio Ranch Texas, LLC
Highway: Ronald Reagan Boulevard

4. **THENCE North 63°30'54" West,** with the South line of said Lot 5 and the common Northwest line of said Lot 4, a distance of **28.28** feet to the **POINT OF BEGINNING,** containing 0.0309 of one acre (1,347 Square Feet) of land, more or less.

This property description is accompanied by a separate plat of even date.

This project is referenced for all bearing and coordinate basis to the Texas Coordinate System, North American Datum of 1983 (NAD83 – 2011 Adjustment), Central Zone (4203). All distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.00012.

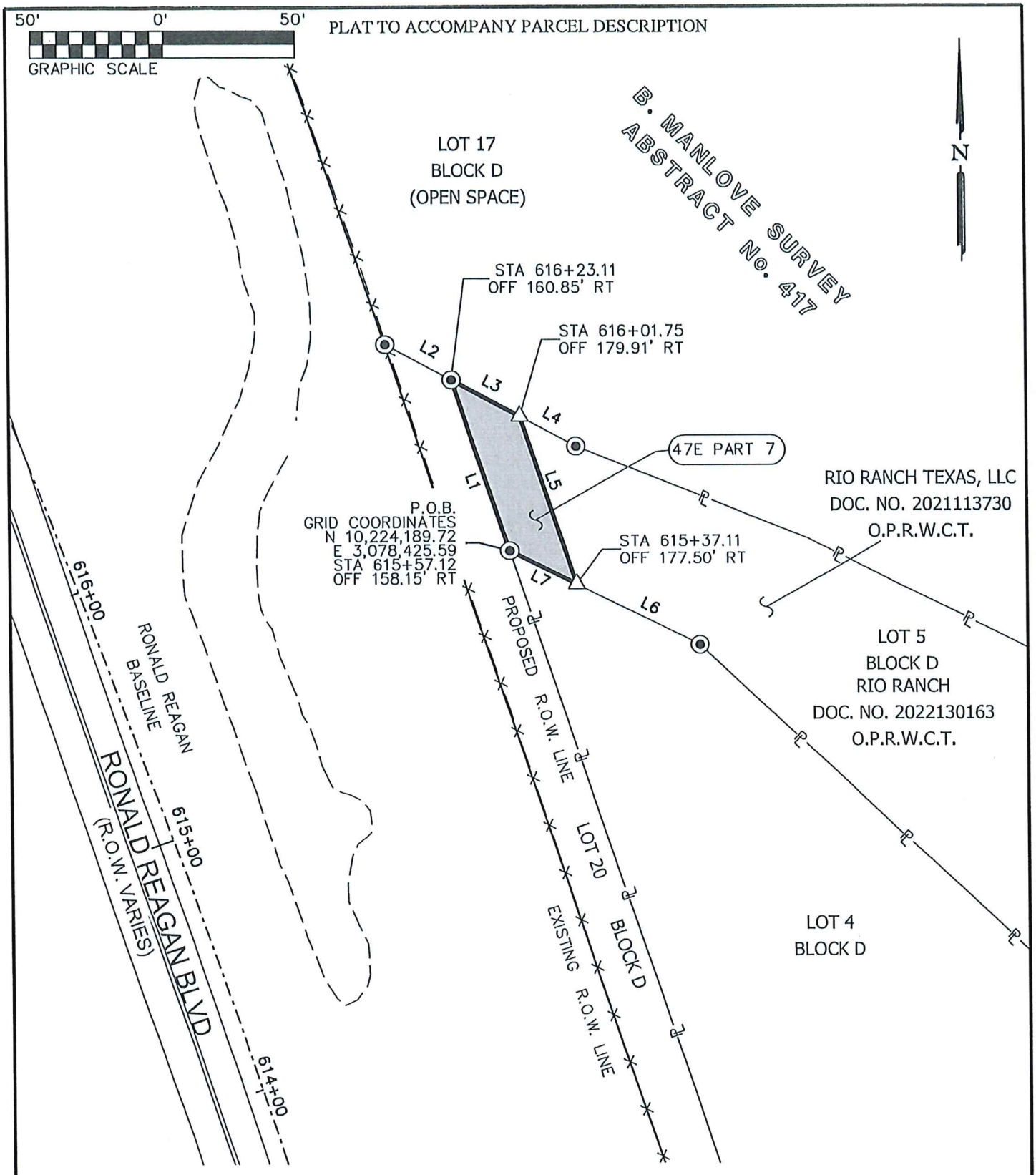
THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That I, Frank W. Funk, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described was determined by a survey made on the ground under my direct supervision.

Frank W Funk 08/20/2024

Frank W. Funk
Registered Professional Land Surveyor
State of Texas No. 6803
Landesign Services, Inc.
FIRM 10001800
10090 W Highway 29
Liberty Hill, Texas 78642

EXHIBIT "H"



LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF
RIO RANCH TEXAS, LLC

08/20/2024

PARCEL 47E
PART 7
0.0309 ACRES
1,347 Sq. Ft.

SCALE	PROJECT	COUNTY	SHEET
1" = 50'	RONALD REAGAN	WILLIAMSON	3 OF 4

EXHIBIT "H"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LINE DATA		
LINE	BEARING	LENGTH
L1	N18° 30'04"W	67.96'
L2	N61° 52'53"W	28.81'
L3	S61° 52'53"E	29.12'
L4	S61° 52'53"E	24.07'
L5	S18° 30'04"E	66.78'
L6	S63° 30'54"E	51.57'
L7	N63° 30'54"W	28.28'

NOTES:

1. BEARINGS SHOWN HEREON ARE ORIENTED TO GRID NORTH. COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 2011 ADJUSTMENT), CENTRAL ZONE [FEDERAL INFORMATION PROCESSING STANDARD (FIPS) 4203].

2. DISTANCES AND AREAS SHOWN HEREON ARE PROJECT SURFACE VALUES EXPRESSED IN U.S. SURVEY FEET. THE PROJECT GRID-TO-SURFACE COMBINED SURFACE ADJUSTMENT FACTOR IS 1.00012.

3. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PARCEL PLAT.

4. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

LEGEND

△	CALCULATED POINT
◉	1/2–INCH REBAR FOUND WITH CAP STAMPED "HAYNIE CONSULTING"
O.P.R.W.C.T	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
——℄——	PROPERTY LINE
×—×—×—	WIRE FENCE

STATE OF TEXAS:
WILLIAMSON COUNTY:

THIS SURVEY PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION.

Frank W Funk 08/20/2024

FRANK W. FUNK DATE
RPLS 6803

LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF
RIO RANCH TEXAS, LLC.

SCALE	PROJECT	COUNTY
1" = 100'	RONALD REAGAN	WILLIAMSON

08/20/2024

PARCEL 47E
PART 7
0.0309 ACRES
1,347 Sq. Ft.
SHEET 4 OF 4

County: Williamson
Parcel: 47E Part 8 – Rio Ranch Texas, LLC
Highway: Ronald Reagan Boulevard

EXHIBIT I
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.0152 OF ONE ACRE (661 SQUARE FEET) PARCEL OF LAND SITUATED IN THE B. MANLOVE SURVEY, ABSTRACT NO. 417, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 17, BLOCK D, RIO RANCH, A SUBDIVISION OF RECORD IN DOCUMENT NO. 2022130163 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), CONVEYED TO RIO RANCH TEXAS, LLC IN A GENERAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NO. 2021113730 OF SAID O.P.R.W.C.T., SAID 0.0152 OF ONE ACRE (661 SQUARE FEET) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch rebar with cap stamped "MANHARD CONSULTING" found, 160.86 feet Right of Ronald Reagan Baseline Station 616+23.11 (Grid Coordinates: N= 10,224,254.16, E= 3,078,404.02) in the South line of said Lot 17 for the Northwest corner of said Lot 5 and the common Northeast corner of Lot 20, Block D, said RIO RANCH, also being in the proposed East right-of-way (ROW) line of Ronald Reagan Boulevard;

1. **THENCE North 61°52'53" West**, with the South line of said Lot 17 and the common North line of said Lot 20 and being the proposed East ROW of said Ronald Reagan Boulevard, a distance of **10.46** feet to a Calculated Point, 154.03 feet Right of Ronald Reagan Baseline Station 616+30.82, from which a 1/2-inch rebar found for the Southwest corner of said Lot 17 and the common Northwest corner of said Lot 20, also being the existing East ROW line of said Ronald Reagan Boulevard (Variable Width ROW), bears North 61°52'53" West a distance of 18.35 feet;

THENCE over and across said Lot 17, the following four (4) courses and distances:

2. **North 71°29'47" East**, a distance of **7.19** feet to a Calculated Point, 161.21 feet Right of Ronald Reagan Baseline Station 616+30.49;

3. **North 18°30'04" West**, a distance of **23.50** feet to a Calculated Point, 162.36 feet Right of Ronald Reagan Baseline Station 616+53.28;

4. **South 63°30'13" East**, a distance of **28.28** feet to a Calculated Point, 181.35 feet Right of Ronald Reagan Baseline Station 616+32.96; and

5. **South 18°30'04" East**, a distance of **32.27** feet to a Calculated Point in the South line of said Lot 17 and the common North line of said Lot 5, 179.91 feet Right of Ronald Reagan Baseline Station 616+01.75, from which a 1/2-inch rebar found in the South line of said Lot 17 and the common North line of said Lot 5, bears South 61°52'53" East a distance of 24.07 feet;

County: Williamson
Parcel: 47E Part 8 – Rio Ranch Texas, LLC
Highway: Ronald Reagan Boulevard

6. **THENCE North 61°52'53" West,** with the South line of said Lot 17 and the common North line of said Lot 5, a distance of **29.12** feet to the **POINT OF BEGINNING,** containing 0.0152 of one acre (661 Square Feet) of land, more or less.

This property description is accompanied by a separate plat of even date.

This project is referenced for all bearing and coordinate basis to the Texas Coordinate System, North American Datum of 1983 (NAD83 – 2011 Adjustment), Central Zone (4203). All distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.00012.

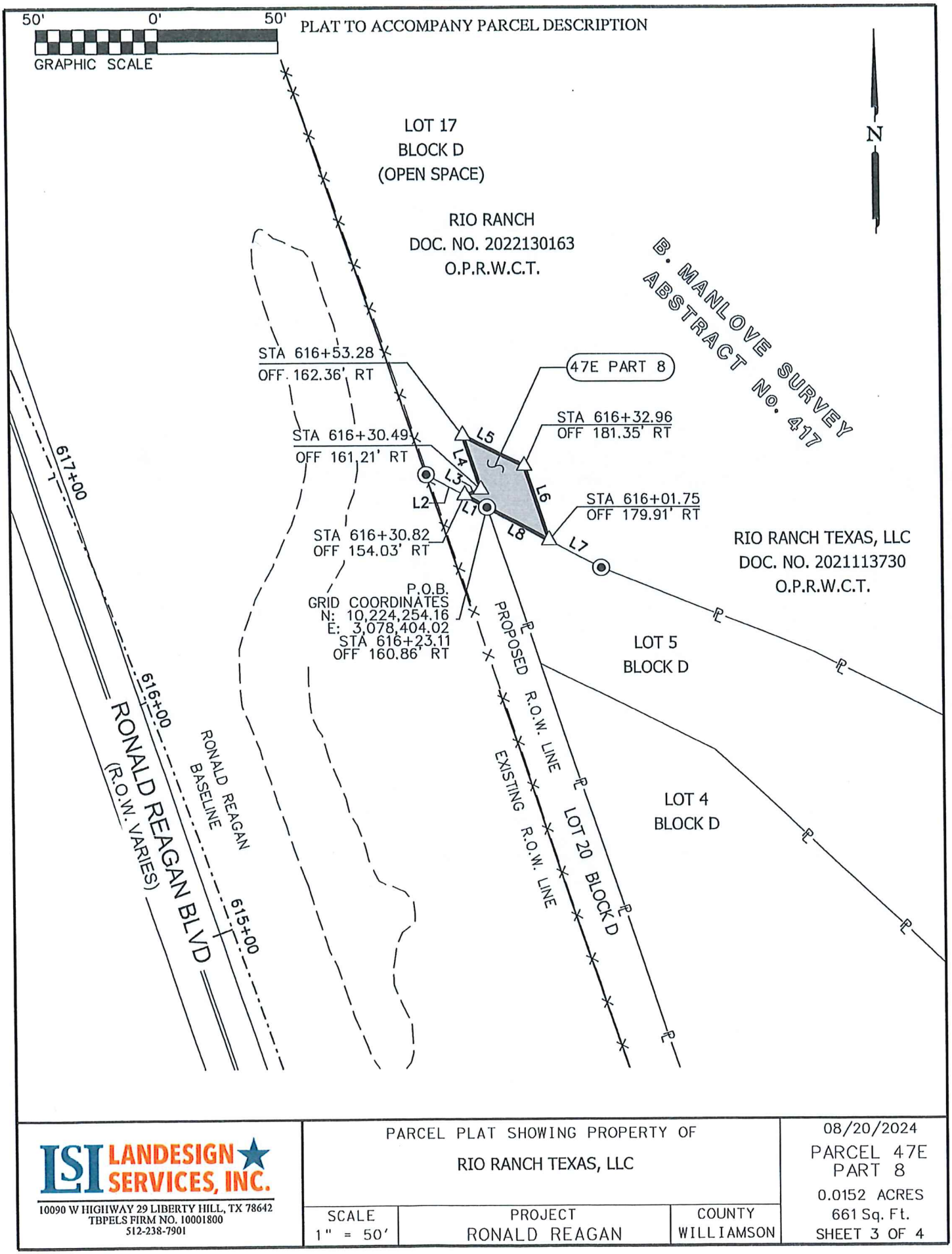
THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That I, Frank W. Funk, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described was determined by a survey made on the ground under my direct supervision.

Frank W Funk 08/20/2024

Frank W. Funk
Registered Professional Land Surveyor
State of Texas No. 6803
Landesign Services, Inc.
FIRM 10001800
10090 W Highway 29
Liberty Hill, Texas 78642

EXHIBIT "I"



LSI LANDESIGN SERVICES, INC. 10090 W HIGHWAY 29 LIBERTY HILL, TX 78642 TBPELS FIRM NO. 10001800 512-238-7901	PARCEL PLAT SHOWING PROPERTY OF RIO RANCH TEXAS, LLC	08/20/2024 PARCEL 47E PART 8 0.0152 ACRES 661 Sq. Ft. SHEET 3 OF 4
	SCALE: 1" = 50' / PROJECT: RONALD REAGAN / COUNTY: WILLIAMSON	

EXHIBIT "I"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LINE DATA		
LINE	BEARING	LENGTH
L1	N61° 52'53"W	10.46'
L2	N61° 52'53"W	18.35'
L3	N71° 29'47"E	7.19'
L4	N18° 30'04"W	23.50'
L5	S63° 30'13"E	28.28'
L6	S18° 30'04"E	32.27'
L7	S61° 52'53"E	24.07'
L8	N61° 52'53"W	29.12'

NOTES:

1. BEARINGS SHOWN HEREON ARE ORIENTED TO GRID NORTH. COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 2011 ADJUSTMENT), CENTRAL ZONE [FEDERAL INFORMATION PROCESSING STANDARD (FIPS) 4203].

2. DISTANCES AND AREAS SHOWN HEREON ARE PROJECT SURFACE VALUES EXPRESSED IN U.S. SURVEY FEET. THE PROJECT GRID-TO-SURFACE COMBINED SURFACE ADJUSTMENT FACTOR IS 1.00012.

3. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PARCEL PLAT.

4. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

LEGEND

△	CALCULATED POINT
◉	1/2–INCH REBAR FOUND WITH CAP STAMPED "HAYNIE CONSULTING"
O.P.R.W.C.T	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
——℄——	PROPERTY LINE
x—x—x—	WIRE FENCE

STATE OF TEXAS:
WILLIAMSON COUNTY:

THIS SURVEY PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION.

Frank W Funk 08/20/2024

FRANK W. FUNK DATE
RPLS 6803

STATE OF TEXAS
REGISTERED
FRANK WILLIAM FUNK
6803
PROFESSIONAL
LAND SURVEYOR

LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF
RIO RANCH TEXAS, LLC.

SCALE	PROJECT	COUNTY
1" = 100'	RONALD REAGAN	WILLIAMSON

08/20/2024
PARCEL 47E
PART 8
0.0152 ACRES
661 Sq. Ft.
SHEET 4 OF 4

EXHIBIT "J"

Parcel 47P1-3

DEED

Ronald Reagan Boulevard Segment B Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **RIO RANCH TEXAS LLC**, hereinafter referred to as Grantor, whether one or more, for good and valuable consideration to Grantor, including the acceptance by Grantee of those certain reservations from and exceptions to conveyance and warranty and in consideration of the sum of Ten Dollars ($10.00), in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> **All of that certain 1.364 acre (59,397 square foot) tract of land situated in the B. Manlove Survey, Abstract No. 417, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (Parcel 47P1); and**
>
> **Lot 11, Block E, RIO RANCH, a subdivision in the City Liberty Hill, Williamson County, Texas, according to the map or plat of record in Document Number 2022130163 of the Official Public Records of Williamson County, Texas, as depicted on Exhibit "B" attached hereto and incorporated herein (Parcel 47P2); and**
>
> **Lot 20, Block D, RIO RANCH, a subdivision in the City Liberty Hill, Williamson County, Texas, according to the map or plat of record in Document Number 2022130163 of the Official Public Records of Williamson County, Texas, as depicted on Exhibit "B" attached hereto and incorporated herein (Parcel 47P3).**

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of

such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Ronald Reagan Boulevard.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record.

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

GRANTOR IS SELLING THE PROPERTY TO GRANTEE ON AN "AS IS", "WHERE IS" AND "WITH ALL FAULTS" BASIS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES EXPRESS OR IMPLIED, WRITTEN OR ORAL, EXCEPT FOR THE WARRANTIES SET OUT IN THIS DEED. GRANTEE IS ACQUIRING THE PROPERTY BASED UPON ITS OWN STUDIES AND CONCLUSIONS, AND NOT BASED UPON ANY REPRESENTATIONS OR WARRANTIES OF GRANTOR OR ANY AGENT OF GRANTOR. GRANTOR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES CONCERNING THE PROPERTY, INCLUDING THE IMPLIED WARRANTIES OF HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, GRANTOR MAKES NO WARRANTIES REGARDING ENDANGERED SPECIES OR ENVIRONMENTAL CONDITIONS. GRANTEE AGREES THAT THIS PROVISION IS A MATERIAL PORTION OF THE CONSIDERATION FOR GRANTEE'S PURCHASE, AND ACKNOWLEDGES THAT GRANTOR WOULD NOT AGREE TO SELL THE PROPERTY TO GRANTEE ON ANY OTHER BASIS.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, 2025.

Grantor:
Rio Ranch Texas LLC, a Texas limited liability company

By: Texas IRAJ LLC, a Texas limited liability company,
its Managing Member

By: _____

Name: _____

Its: _____

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2025 by _____, _____ of Texas IRAJ LLC, a Texas limited liability company, Managing Member of Rio Ranch Texas LLC, a Texas limited liability company, on behalf of said limited liability companies in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
Sheets & Crossfield, P.L.L.C.
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:
Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

Exhibit A

Field note + sketch for Parcel 47P1

[to be inserted]

Exhibit B

Rio Ranch plat excerpt for Lot 11 Block E + Lot 20 Block D

[to be inserted]

RRBVD—Parcels 47P2-8

EXHIBIT "K"

WATER LINE EASEMENT

STATE OF TEXAS §
§ **KNOW ALL BY THESE PRESENTS:**
COUNTY OF WILLIAMSON §

This Water Line Easement Agreement (this "Agreement") is made on the _____ day of _____, 2025, at Georgetown, Texas, between RIO RANCH TEXAS, LLC, a Texas limited liability company, whose address is 3220 Prentiss Lane, Leander, Texas 78641 (hereinafter referred to as "Grantor"), and the City of Georgetown, a Texas home-rule municipal corporation, whose address is P.O. Box 409 Georgetown, Texas 78627, ATTN: Georgetown City Secretary (herein referred to as "Grantee").

1. For the good and valuable consideration described in Paragraph 2 below, Grantor hereby GRANTS, SELLS and CONVEYS to Grantee, its successors and assigns, an EXCLUSIVE easement and right-of-way (the "Easement") for the placement, construction, operation, repair, maintenance, replacement, upgrade, rebuilding, relocation and/or removal of a water line and related facilities (collectively, the "Facilities") on, over, under, and across the following described property of the Grantor, to wit:

   Being all that certain tract, piece or parcel of land lying and being situated in the County of Williamson, State of Texas, being more particularly described by metes and bounds in **Exhibit A** and by diagram in **Exhibit B** attached hereto and made a part hereof for all purposes (the "Easement Area").

2. The Easement and the rights and privileges herein conveyed, are granted for and in consideration of the sum of One and No/100 Dollars ($1.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged and confessed.

3. The Easement, with its rights and privileges, shall be used only for the purpose of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, upgrading, relocating, and/or removing the Facilities within the confines of the Easement Area only. The Easement additionally includes the following rights: (1) the right to change the size of the Facilities within the Easement Area; (2) the right to relocate the Facilities within the Easement Area; and (3) subject to Grantor's reservations in paragraph 6 of this Agreement, the right to remove from the Easement Area all trees and parts thereof, or other obstructions, which endanger or unreasonably interfere with the efficiency and maintenance of the Facilities.

4. The duration of the Easement is perpetual.

5. Grantor and Grantor's successors and assigns are and shall be bound to WARRANT and FOREVER DEFEND the Easement and the rights conveyed in this Agreement to

Grantee and Grantee's successors and assigns, against every person lawfully claiming or to claim all or any part thereof, subject to any and all easements, covenants, leases, rights-of-way, conditions, restrictions, outstanding mineral interests and royalty interests, if any, relating to the Property, to the extent, and only to the extent, that the same may still be in force and effect, and either shown of record in the office of the County Clerk of Williamson County, Texas, or apparent on the ground.

6. The Easement, and the rights and privileges granted by this Agreement, are EXCLUSIVE to Grantee, and Grantee's successors and assigns, and Grantor covenants that Grantor shall not convey any other easement, license, or conflicting right to use in any manner, the area (or any portion thereof) covered by this grant. Notwithstanding the foregoing, Grantor reserves for itself and its successors and assigns the right to construct, place, maintain, inspect, operate, repair, alter, replace and remove driveways, roadways, curbing, gutters, sidewalks, landscaping, and irrigation (collectively the "Grantor Improvements"), as well as utilities including water, wastewater, gas, telecommunications, and electrical lines and related facilities (collectively, "Grantor Utilities"), across the Easement Area, and Grantee expressly consents to the use of the Easement Area for such purposes. Grantor's rights reserved in this paragraph are subject to the following requirements:

   a) The construction, placement, maintenance, inspection, operation, repair, alteration, replacement, and/or removal of the Grantor Improvements and the Grantor Utilities shall not materially interfere with the rights granted to Grantee herein;
   b) Any Grantor Utilities shall cross the Facilities at an angle no less than 45 degrees, at a depth to provide sufficient separation from the Facilities (as determined by Grantee in its sole and absolute discretion), and may not run parallel with the Facilities;
   c) Grantor shall provide Grantee at least 72 hours' written notice prior to commencing any work within the Easement Area;
   d) Grantor hereby RELEASES and HOLDS GRANTEE HARMLESS from any responsibility and liability to repair, replace, maintain, or compensate Grantor for damages to improvements within the Easement Area incidental to Grantee's exercise of its rights and privileges granted herein; and
   e) Any easement, license, or other right granted by Grantor, or its successor or assign, to a third party to exercise any of these reserved Grantor rights shall be subject to the requirements of this paragraph and shall include language acknowledging the rights and privileges of Grantee set forth in this Agreement and agreeing to comply with the requirements herein.

7. This Agreement contains the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by all parties.

8. The terms of this Agreement shall be binding upon Grantor, and Grantor's heirs, personal representatives, successors, and assigns; shall bind and inure to the benefit of the Grantee and any successors or assigns of Grantee; and shall be deemed to be a covenant running with the land.

[*Signatures on the following page(s)*]

GRANTOR:

RIO RANCH TEXAS, LLC,
a Texas limited liability company

By: Texas IRAJ LLC, a Texas limited liability company,
its Managing Member

By:_____
Mallik Gilakattula, Manager

Acknowledgement

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on this _____, 2025 by Mallik Gilakattula, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public—State of Texas

GRANEE:

City of Georgetown, Texas, a Texas
home-rule municipal corporation

By:_____

Name:_____

Title:_____

Acknowledgement

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on this _____, 2025 by _____, the _____ of City of Georgetown, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

_____
Notary Public—State of Texas

APPROVED AS TO FORM:

_____

_____, Assistant City Attorney

AFTER RECORDING RETURN TO:

JOINDER AND CONSENT OF LIENHOLDER TO WATERLINE EASEMENT

TEXAS HERITAGE NATIONAL BANK, as Beneficiary under a Deed of Trust executed by Rio Ranch Texas LLC to Russell Alexander, Trustee, recorded in Document No. 2024044027, and additionally secured by that Collateral Assignment of Leases, Rents and Rights recorded under Document No. 2024044028 (the "Grantor Security Documents") of the Official Records of Williamson County, Texas that creates liens, security interests and other rights and powers that encumber all or parts of the property described in Exhibits "A-B" ("Grantor Liens"), executes this waterline easement ("Easement") for the limited purpose of (i) consenting to the terms and conditions of the foregoing Easement and (ii) agreeing that the Grantor Security Documents and the Grantor Liens are and shall be subordinate and inferior to all of the easements, restrictions, terms and provisions of the Easement, so that no enforcement of the terms of the Grantor Security Documents shall amend, impair or otherwise affect the easements, restrictions, terms or provisions of said Easement.

TEXAS HERITAGE NATIONAL BANK

By:_____

Name:_____

Title:_____

ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 2025, by _____, the _____of Texas Heritage National Bank, known to me to be the person whose name is subscribed to the preceding instrument, and acknowledged to me that he/she executed the same for the purposes and consideration recited herein.

_____

Notary Public in and for the State of Texas

Commissioners Court - Regular Session **55.**

Meeting Date: 04/01/2025

CR 255 Letter Agreement for Fence Replacement

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a letter agreement with Ellen Dyess for the relocation of fencing located within the right of way needed for the construction of CR 255. Funding Source: TANS P588

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/27/2025 03:03 PM
Form Started By: Charlie Crossfield		Started On: 03/27/2025 09:40 AM
Final Approval Date: 03/27/2025		

Sheets & Crossfield, P.L.L.C.

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-255-8877 • Fax 512-255-8986 • E-mail lisad@scrrlaw.com

March 10, 2025

Ellen Dyess
101 Powder Horn Rd.
Georgetown, TX 78633

RE: CR 255 Fence Replacement Agreement

Dear Ms. Dyess:

Please allow this letter to set out an agreement between you and Williamson County regarding payment for fence relocation costs in connection with the construction improvements to CR 255. There is an existing platted road widening easement along your property that the County intends to use for the CR 255 construction project. A copy of the plat is shown in "Exhibit A" attached to this agreement.

The County has offered to cover the cost at $4,463.80 as shown in Exhibit "B" (invoice) for replacement of the fence located within the road widening easement area and will pay the contractor James Daniels Construction, LLC. directly for the materials and labor. If this is acceptable, please execute this agreement where indicated and return it to our office .

Upon receipt of this agreement executed, Williamson County will authorize and process your payment and will return a copy of the fully executed agreement for your records.

Please feel free to contact me at any time if you have any questions or concerns.

Sincerely,

Lisa Dworaczyk

Lisa Dworaczyk
Sheets & Crossfield, PLLC

AGREED:

WILLIAMSON COUNTY

By:_____

Date:_____

JAMES DANIELS CONSTRUCTION, LLC:

By: J. D. Daniels

Name: JAMES D. DANIELS

Date: 3-10-25

OWNER

By: Ellen Dyess

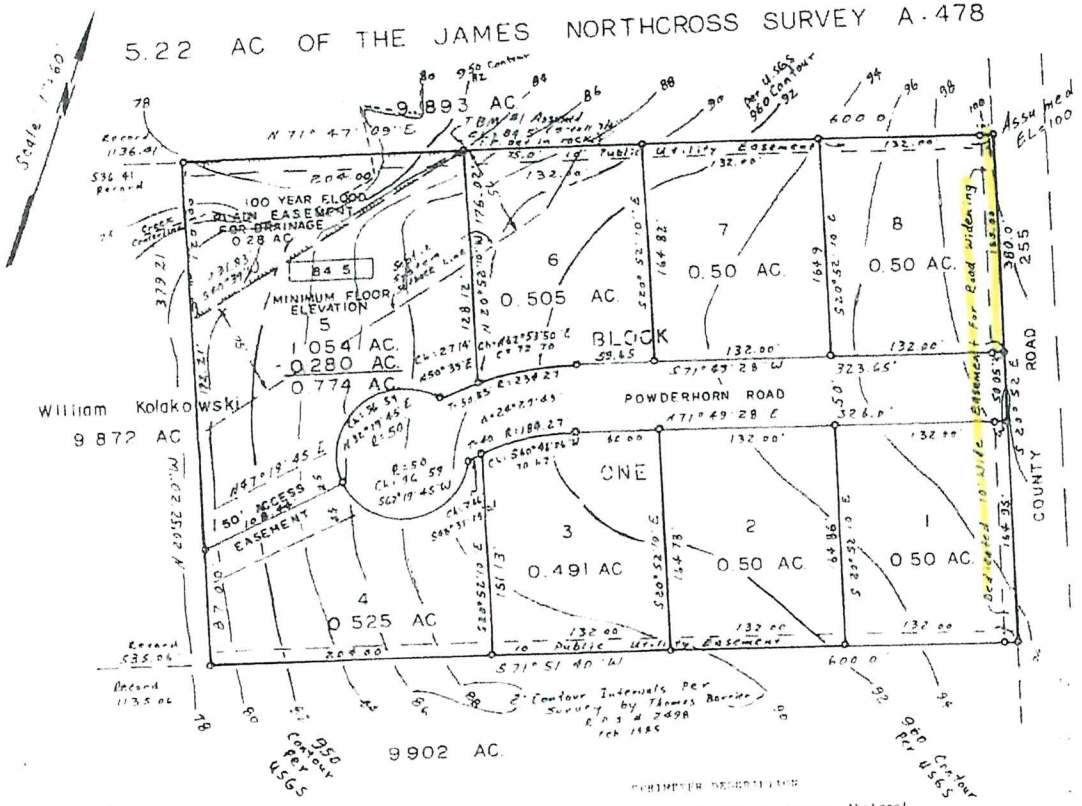
Name: Ellen Dyess

Date: 3/12/25

Cab H Slide 163

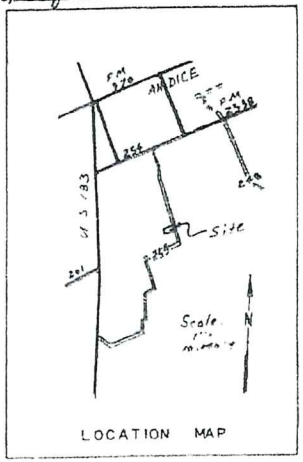
POWDERHORN SUBDIVISION

5.22 AC OF THE JAMES NORTHCROSS SURVEY A-478



18460

FILED FOR RECORD
at 2:05 o'clock P M
MAY 12 1986
JAMES N. BOYDSTON
Clerk County Court, Williamson Co., Tex.
By Evelyn Anderson Deputy



OWNER DEDICATION AND ACKNOWLEDGEMENT

STATE OF TEXAS COUNTY OF WILLIAMSON I KNOW ALL MEN:

That I, William Kolakowski, owner, of that certain 9.89 acre tract platted hereon, which is part of a 9.893 acre tract conveyed to me in Vol. 1123, Pg. 913, D/R of Williamson County, Texas, located in the James Northcross Survey, Abstract No. 478, do hereby subdivide this tract in accordance with this plat, subject to existing easements and restrictions which may be recorded in county records. This subdivision is to be known as the "POWDERHORN SUBDIVISION". I do hereby dedicate to the public the streets and easements shown hereon.

Witness my hand this the 28th day of March, 1986, A.D.

William Kolakowski
113 Serenade Dr.
Georgetown, Tx.
78628

STATE OF TEXAS COUNTY OF WILLIAMSON I KNOW ALL MEN:

Before me, the undersigned authority, on this day personally appeared William Kolakowski, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this the 28th day of March, 1986, A.D.

Kathryn F. Heidemann
Notary Public in and for Williamson County, Texas

June 1989

Health Department Postal Clearance

No development shall begin on Lot 5 which contains a drainage easement for the 100 year flood plain, prior to issuance of a flood plain development permit by the Williamson County Flood Plain Administrator. Fee paid for $.

No structure or land in this lot shall hereafter be located, altered, or have its use changed without first submitting a certificate of compliance application form to the Williamson County Flood Plain Administrator.

The developer, builder, owner, or agent shall inform in writing, each property (or buyer of lot) which is located within a flood hazard area, that site property is located within or impacted by flood hazard area and that a development permit will be required before a structure or fill may be placed on the property. The writing in this shall be filed for record in the deed records of Williamson County. A copy of this written notice shall be furnished upon application for development permits.

Prior to any channel alteration, bridge or culvert crossing, fill, brush or debris removal, excavation, placement of materials or any other change of the 100 year flood plain, a complete application for flood plain development permit shall be submitted to the Floodplain Administrator. Approval or denial of the proposed development application or request therefor will be given or denied as a result of the Floodplain Administrator's review of the application to see if it complies with the Williamson County Flood Plain Administration. All work or development to and approved by the Williamson County Flood Plain Administrator. All specifications or details necessary for complete review must be provided.

Prior to any hazard alteration or bridge construction which will change existing flood patterns or elevations, a letter of map amendment must be submitted to and approved by the Federal Emergency Management Agency.

The drainage easement shown hereon will contain the 100 year flood plain. The minimum floor elevation for lot 5 is indicated as shown.

[signature] Owner 3-18-86

Indicates limits of easement for 100 year flood plain

All lots in this subdivision will be served by septic tanks which will be constructed in compliance with the rules for individual sewage facilities of Williamson County and must be constructed to construction standards and design which have been approved by the Williamson County Health Department.

No part of this tract is within the Edwards Aquifer Recharge Zone.

Water service for these lots will be provided by Chisholm Trail Water Supply Co.

This plat complies with the Edwards Aquifer Regulations for Williamson County, the Regulations for Subdivisions, and the Williamson County Flood Plain Regulations, and the building in rural areas Facility Regulations.

Date 4-25-86 Jack Purcell by Jay Moore
Williamson County Health Dept.

No septic system will be placed on or in the drainage easement which contains the 100 year flood plain. No structure or land on Lot Five shall be located, altered, or have its use changed without first submitting a certificate of compliance Application Form to the Williamson County Flood Plain Administrator.

POWDERHORN DESCRIPTION

STATE OF TEXAS COUNTY OF WILLIAMSON I KNOW ALL MEN THAT

I, W.F. Forest, do hereby certify that these lots were surveyed and platted on the ground, as shown, in August of 1985, and that the same is true and correct to the best of my knowledge and belief. And further to note and correct to the best of my knowledge, significant and, I further certify that all existing conflicts, significant encroachments, boundary line conflicts, visible and apparent discrepancies, boundary line conflicts or they exist. There are visible lines or roads are indicated hereon or they exist. There are no known shortages in area or overlapping of improvements

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Texas, this the 15th day of April, 1986, A.D.

W. F. Forest
W. F. FOREST R.P.L.S. 101
1002 Ash St
Georgetown, Tx 78626 863-2035

APPROVED BY THE U.S. POSTAL SERVICE this the 2nd day of May 1986, A.D.

Cecil L. Mayfield Jr.
Postmaster

STATE OF TEXAS
W. F. FOREST
101
REGISTERED
PUBLIC SURVEYOR

Commissioners Court - Regular Session **56.**

Meeting Date: 04/01/2025

CR 111- Disbursement Instructions for Escrow Agreement

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on disbursement instructions related to a 2021 Escrow Agreement with 600 Westinghouse Investments LLC., for the CR 111 project. Funding Source: Bonds P292

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/27/2025 03:04 PM
Form Started By: Charlie Crossfield		Started On: 03/27/2025 09:46 AM
Final Approval Date: 03/27/2025		

DISBURSEMENT INSTRUCTIONS

File #: 210077585

Date: March 19, 2025

Escrowed Funds: $336,688.11 (three hundred thirty-six thousand, six hundred eighty-eight dollars and eleven cents.

Developer: 600 Westinghouse Investments, LLC, a Nevada limited liability company.

County: Williamson County, Texas.

Escrow Agent: First American Title Insurance Company successor to Georgetown Title Company.

Property: Described in the Escrow Agreement.

Escrow Agreement: Escrow Agreement dated with final signature on July 15, 2021, between Developer and County and Escrow Agent and concerning the Property, pursuant to which the Escrowed Funds were deposited with Escrow Agent.

Developer and County hereby instruct Escrow Agent to disburse all remaining Escrowed Funds to the following payees in the following amounts:

Payees	Amount:
1. Williamson County	$198,971.86
2. 600 Westinghouse Investments, LLC	$137,716.25

Upon disbursement of the Escrowed Funds as provided above, Escrow Agent shall have no further obligations under the Escrow Agreement.

Except for the disbursements to be made as provided above, Developer and County release and agree to hold harmless Escrow Agent, and its underwriters, agents, employees, attorneys, officers and representatives, of and from any liability or cost (including attorneys fees and court costs) that may arise from or concern the Escrow Agreement, all transactions and matters relating to the Escrow Agreement, or any disbursement of the Escrowed Funds made in accordance with these instructions.

COUNTY:

Williamson County, Texas

BY:_____

Name:_____

Title:_____

DEVELOPER:

600 Westinghouse Investments, LLC,
a Nevada limited liability company

By 600 WHI, L.P.,
a Nevada limited partnership, sole Member

By: WHI-GenPar 19-5, L.P.,
a Nevada limited partnership,
General Partner

By: WRIA 19-5, LLC
a Nevada limited liability company,
General Partner

By:_____
Marcus D. Hiles
Presiding Member and
Chief Executive Officer

ESCROW AGREEMENT
(Westinghouse Road)

THIS ESCROW AGREEMENT (this "Agreement") is made and entered into to be effective as of _____, 2021, by and between 600 Westinghouse Investments, LLC, a Nevada limited liability company ("Developer"), Williamson County, Texas, ("County") and Georgetown Title Company ("Escrow Agent"), with reference to the following facts:

A. Developer is developing approximately 128 acres (the "Property") located near the southeast corner of CR 110 and CR 111.

B. Developer's predecessor in title, the Madison Westinghouse Co-tenancy ("Madison") entered into a Development Agreement (the "Agreement") with the County regarding the Property dated March 31, 2020 and recorded in Doc. # 202051914 of the Official Public Records of Williamson County, Texas, for the purpose of providing for the orderly and expeditious design, engineering and construction of an extension of a portion of Westinghouse Road running from CR 111 to CR 110. together with the construction of all required related construction and drainage and detention improvements to be constructed in accordance with the Plans and Specs (as defined in the Agreement) (the "Project").

C. The Agreement requires the Developer, as successor to Madison, to dedicate approximately 7.345 acres in fee simple to the County for the construction of Westinghouse Road ("Westinghouse ROW") and to deposit into escrow an amount equal to one-third of the Project Estimate (as defined in the Agreement) with an escrow agent acceptable to both parties.

D. Developer and County wish to engage the services of Georgetown Title Company to act as the escrow holder with regard to the Escrow Deposit for the limited purposes set forth below, and Escrow Agent has agreed to serve as such escrow holder under the terms and conditions provided in this Agreement.

NOW THEREFORE, for good and valuable consideration, and the mutual obligations of the parties, the receipt and sufficiency of which consideration are hereby acknowledged and confessed, the parties agree as follows:

1. Developer shall deposit with the Escrow Agent the Escrow Deposit via wire transfer the amount of Three Hundred Thirty-Six Thousand Six Hundred Eighty-Eight and 11/100 Dollars ($336,688.11) (the "Escrow Deposit"), to be held by Escrow Agent in an escrow account and to be disbursed only as provided in this Agreement.

2. Developer will also deliver to the Escrow Agent a fully-executed Donation Special Warranty Deed in the form required in the Agreement to be recorded in Real Property Records.

3. Escrow Agent's obligation to perform under this Agreement will be contingent on Developer depositing the Escrow Deposit as provided herein.

4. If Developer elects to construct the Project as permitted in Section E.1 of the Agreement, Developer will provide written notice to Escrow Agent and the County. Thereafter, the Escrow Deposit will be disbursed as follows: as draws are paid to the contractor by Developer for the construction of the Project, Developer will provide a copy of the contractor's Draw Request (the "Draw Request") and evidence of payment of the Draw Request by Developer ("Payment Evidence") to the County and Escrow Agent. Within thirty (30) days after receipt of the a copy of the Draw Request and Payment Evidence by Escrow Agent, Escrow Agent authorized and directed to disburse to Developer from the Escrow Deposit the sum of one-third of the amount paid by Developer reflected on the Payment Evidence. When the final Draw Request on the Project has been paid by Developer, Developer will note such on the Draw Request and Payment Evidence provided to Escrow Agent and the County. Within thirty (30) days after receipt of the copy of the final Draw Request and final Payment Evidence, Escrow Agent is authorized and directed to disburse to the then remaining balance of the Escrow Deposit to Developer. If the final Draw Request and Payment Evidence is not provided to Escrow Agent and the County within 30 months after the initiation of construction by the Developer, subject to force majeure conditions, and the County gives Developer and Escrow Agent written notice that the County has elected to complete the construction of the Project as permitted by the Agreement, then on the earlier to occur of (i) the date County gives Escrow Agent and Developer written notice that Developer has commenced on-the-ground development of the Property or (ii) March 31, 2030, the Escrow Agent is authorized and directed to disburse the then remaining balance of the Escrow Deposit to (a) the County, if the County has previously paid the Orenda Costs (as defined in the Agreement) to Developer, or (b) up to $137,716.25 of the then remaining balance of the Escrow Deposit to Developer and the balance of the Escrow Deposit, if any, to the County, if the County has not previously paid the Orenda Costs to Developer.

5. If the County elects to construct the Project as permitted in Section E.1 of the Agreement, the County will provide written notice to Escrow Agent and Developer. Thereafter, the County will be entitled to disbursements of the Escrow Deposit as follows: the County will provide Developer and Escrow Agent notice of completion of construction of the Project and within thirty (30) days of the notice from the County of the completion of the Project, the Escrow Agent is authorized and directed to disburse the Escrow Deposit as follows: (a)

$198,971.86 (being the amount of the Escrow Deposit less the Orenda Costs) will be disbursed to the County and (b) $137,716.25 will be disbursed to Developer.

6. This Escrow Agreement is specifically for the benefit of Williamson County and Developer and may not be revised, supplemented, waived or withdrawn without the prior written consent of the County's authorized representative and Developer.

7. County shall pay all banking fees incurred in connection with Escrow Agent's obligations under this Agreement.

8. This Agreement shall terminate when all of the Escrow Deposit has been disbursed by Escrow Agent in accordance with this Agreement or as otherwise directed in writing by the County and Developer.

9. Escrow Agent shall not be under any duty to give the Escrow Deposit held by it hereunder any greater degree of care than it gives its own similar property and shall not be required to invest the Escrow Deposit held hereunder except as directed in this Agreement.

10. Escrow Agent shall not be liable for actions or omissions hereunder, except for its own gross negligence or willful misconduct and, except with respect to claims based upon such gross negligence or willful misconduct that are successfully asserted against Escrow Agent, the other parties hereto shall jointly and severally indemnify and hold harmless Escrow Agent (and any successor Escrow Agent) from and against any and all losses, liabilities, claims, actions, damages and expenses, including reasonable attorneys' fees and disbursements, arising out of and in connection with this Agreement. Without limiting the foregoing, Escrow Agent shall in no event be liable in connection with its investment or reinvestment of any cash held by it hereunder in good faith, in accordance with the terms hereof, including, without limitation, any liability for any delays (not resulting from its gross negligence or willful misconduct) in the investment or reinvestment of the Escrow Fund or any loss of interest incident to any such delays. IN NO EVENT SHALL THE ESCROW AGENT BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND WHATSOEVER (INCLUDING WITHOUT LIMITATION LOST PROFITS), EVEN IF THE ESCROW AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES AND REGARDLESS OF THE FORM OF ACTION. This Section shall survive notwithstanding any termination of this Agreement or the resignation of Escrow Agent.

11. Escrow Agent shall be entitled to rely upon any order, judgment, certification, demand, notice, instrument or other writing delivered to it hereunder without being required to determine the authenticity or the correctness of any fact stated therein or the propriety or validity of the service thereof. Escrow Agent may act in reliance upon any instrument or signature believed by it to be genuine and may assume that the person purporting to give receipt or advice or make any statement or execute any document in connection with the provisions hereof has been duly authorized to do so. Escrow Agent may conclusively presume that the undersigned representative of any party hereto which is an entity other than a natural person has full power and authority to instruct Escrow Agent on behalf of that party unless written notice to the contrary is delivered to Escrow Agent.

12. Escrow Agent may act pursuant to the advice of counsel with respect to any matter relating to this Agreement and shall not be liable for any action taken or omitted by it in good faith in accordance with such advice.

13. Escrow Agent does not have any interest in the Escrow Deposit deposited hereunder but is serving as escrow holder only and has only possession thereof. Any payments of income from the Escrow Deposit shall be subject to withholding regulations then in force with respect to United States taxes. The parties hereto will provide Escrow Agent with appropriate Internal Revenue Service Forms W-9 for tax identification number certification, or nonresident alien certifications. This Section shall survive notwithstanding any termination of this Agreement or the resignation of Escrow Agent.

14. Escrow Agent makes no representation as to the validity, value, genuineness or collectability of any security or other document or instrument held by or delivered to it.

15. Escrow Agent shall not be called upon to advise any party as to the wisdom in selling or retaining or taking or refraining from any action with respect to any securities or other property deposited hereunder.

16. Escrow Agent (and any successor Escrow Agent) may at any time resign as such by delivering the Escrow Deposit to any successor Escrow Agent jointly designated by the other parties hereto in writing, or to any court of competent jurisdiction, whereupon Escrow Agent shall be discharged of and from any and all further obligations arising in connection with this Agreement. The resignation of Escrow Agent will take effect on the earlier of (i) the appointment of a successor (including by a court of competent jurisdiction) or (ii) the day which is thirty (30) days after the date of delivery of its written notice of resignation to the other parties hereto. If, at that time, Escrow Agent has not received a designation of a successor Escrow Agent, Escrow Agent's sole responsibility after that time

shall be to retain and safeguard the Escrow Deposit until receipt of a designation of successor Escrow Agent or a joint written disposition instruction by the other parties hereto or a final, nonappealable order of a court of competent jurisdiction.

17. In the event of any disagreement resulting in adverse claims or demands being made in connection with the Escrow Deposit or in the event that Escrow Agent is in doubt as to what action it should take hereunder, Escrow Agent shall be entitled to retain the Escrow Deposit until Escrow Agent shall have received (i) a final, nonappealable order of a court of competent jurisdiction directing delivery of the Escrow Deposit or (ii) a written agreement executed by the parties hereto directing delivery of the Escrow Deposit, in which event Escrow Agent shall disburse the Escrow Deposit in accordance with such order or agreement. Any court order shall be accompanied by a legal opinion by counsel for the presenting party satisfactory to Escrow Agent to the effect that the order is final and nonappealable. Escrow Agent shall act on such court order and legal opinion without further question. Anything containded herein to the contrary notwithstanding, Escrow Agent may require that is received as a condition to any Disbursement, joint or consistent written instructions from seller & buyer as to the disbursement of escrow funds.

18. In the event the Escrow Agent becomes involved in litigation in connection with this escrow, Developer agrees to indemnify and save the Escrow Agent harmless from all loss, costs, damages, expenses and attorney's fees suffered or incurred by the Escrow Agent as a result thereof.

19. Any communication, notice or demand of any kind whatsoever under this Agreement shall be in writing and delivered by personal service (including overnight express or local courier service), by electronic communication, whether by facsimile (with receipt confirmed by telephone) or electronic mail (with receipt confirmed by return email), or by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to the Developer:	600 Westinghouse Investments, LLC Attn: Marcus Hiles 2505 N. State Highway 360, Suite 800 Grand Prairie, TX 75050 Telephone: 972.471.8700 Facsimile: 972.471.8719 Email:marcush@livew3.com and matth@livew3.com
With Copies to:	Nathan M. Rosen, P.C. One Bent Tree Tower 16475 Dallas Parkway, Suite 350

Addison, Texas 75001
Attn: Nathan M. Rosen
Telephone: (972) 818-7600
Facsimile: (972) 818-7606
Email: nrosen@txrelaw.com

If to County: Williamson County
Attn: County Judge
710 Main Street
Georgetown, Texas 78626

If to the Escrow Agent: Georgetown Title Company
1717 N. Mays St.
Round Rock, TX 78664

or to such other addresses and such other places as any party hereto may from time to time designate by written notice to the others. All notices and other communications required or permitted under this Agreement which are addressed as provided in this Section 19 are effective upon delivery, if delivered personally or by overnight express or local courier service, upon confirmed transmission if by electronic communication, and are effective upon deposit in the United States mail, postage prepaid if delivered by mail.

20. Developer represents and warrants that neither Developer nor any members or affiliates has a financial or other interest in the Escrow Agent or its principals or officers, except that Escrow Agent may be the depository for accounts or escrowed documents maintained by such entities.

21. This Agreement may be executed in one or more counterparts, all of which together shall be deemed an original.

22. The title headings of the respective paragraphs of this Agreement are inserted for convenience only, and shall not be deemed to be part of this Agreement or considered in construing this Agreement.

23. The laws of the State of Texas shall govern this Agreement. Venue will be in a state court of competent jurisdiction in Williamson County, Texas.

24. This Agreement contains the entire agreement of the parties as to the subject matter hereof. There are no other agreements or promises, oral or written, between the parties regarding the subject matter of this Agreement. This

Agreement can be amended only by written agreement signed by the parties as provided for herein. This Agreement supersedes all prior agreements between the parties concerning the payment for the Signal Improvements due under the Contracts.

IN WITNESS WHEREOF, the parties hereto, each intending to be legally bound by this writing, have caused this Agreement to be executed the date first above written.

[Signature Page Follows]

DEVELOPER:

600 WESTINGHOUSE INVESTMENTS, LLC,
a Nevada limited liability company

By: 600 WHI, L.P.,
a Nevada limited partnership, sole Member

By: WHI-GenPar 19-5, L.P.,
a Nevada limited partnership,
General Partner

By: WRIA 19-5, LLC,
a Nevada limited liability
company, General Partner

By:_____
Marcus D. Hiles
Presiding Member and
Chief Executive Officer

ESCROW AGENT:

Georgetown Title Company

By:_____
Name: David Hays
Its: Escrow Agent

COUNTY:

Williamson County, Texas

Valerie Covey
By: Valerie Covey (Jul 15, 2021 15:44 CDT)
Name: Valerie Covey
Its: County Commissioner

Meeting Date: 04/01/2025

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 third person.)

A. Real Estate Owned by Third Parties

Preliminary discussions relating to the proposed or potential purchase or lease of property owned by third parties

a) Discuss the acquisition of real property: Bud Stockton Dr.
b) Discuss the acquisition of real property for CR 143
c) Discuss the acquisition of real property for County Facilities.
d) Discuss the acquisition of real property for CR 255.
e) Discuss the acquisition of real property for SH 195 @ Ronald Reagan.
f) Discuss the acquisition of real property for future SH 29 corridor.
g) Discuss the acquisition of right-of-way for Hero Way.
h) Discuss the acquisition of right-of-way for E. Wilco Highway.
i) Discuss the acquisition of right-of-way for Corridor A-2.
j) Discuss the acquisition of right-of-way for Corridor B
k) Discuss the acquisition of right-of-way for Corridor C.
l) Discuss the acquisition of right-of-way for Corridor D.
m) Discuss the acquisition of right-of-way for Corridor E.
n) Discuss the acquisition of right-of-way for Corridor F
o) Discuss the acquisition of right-of-way for Corridor H
p) Discuss the acquisition of right of way for Corridor J.
q) Discuss the acquisition of right of way for Arterial K.
r) Discuss the acquisition of right of way for Corridor I.
s) Discuss the acquisition of right-of-way for Ronald Reagan Widening.
t) Discuss the acquisition of right-of-way for CR 313.
u) Discuss the acquisition of right of way for Bagdad Road/CR 279.
v) Discuss the acquisition of right of way for CR 314.
w) Discuss the acquisition of real property for the Seward Junction Loop
x) Discuss the acquisition of real property for CR 110N
y) Discuss 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 proposed or potential sale or lease of property owned by the County

a) Discuss County owned real estate containing underground water rights and interests.
b) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (Formerly occupied by WCCHD)
c) Sale of property located 747 County Rd. 138 Hutto, Texas
d) Discuss Blue Springs Blvd. property

e) Discuss potential sale of the Williamson County owned properties within the downtown Georgetown area.
f) Discuss potential sale of a parcel of land located adjacent to the Brushy Creek Regional Trail in Round Rock, Texas.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/27/2025 10:36 AM
Form Started By: Charlie Crossfield		Started On: 03/27/2025 10:07 AM
Final Approval Date: 03/27/2025		

Commissioners Court - Regular Session **58.**

Meeting Date: 04/01/2025

Economic Development

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087: Business prospect(s) that may locate or expand within Williamson County.

a) Project Skyfall
b) Project Garden
c) Project School Bus
d) Project Lunch Lady
e) Project Sequoia

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/27/2025 10:17 AM
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