NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
Commissioners Courtroom
710 S. Main Street, Georgetown
April 15, 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 – 51)

3. Discuss, consider and take appropriate action on a line item transfers for the Parks Department.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0510-005003	Equipment > $5,000	$4,000.00
TO	0100-0510-003001	Small Equipment & Tools < $5k	$1,500.00
TO	0100-0510-003006	Office Equipment < $5,000	$2,500.00

4. Discuss, consider and take appropriate action on a line item transfer for County Court at Law #1.

Fiscal Impact

From/To	Acct No.	Description	Amount

FROM	0100-0409-004998	Non-Departmental/Contingencies	$9,269.96
TO	0100-0426-001107	CCL#1/Temp Labor	$8,611.20
TO	0100-0426-002010	CCL#1/FICA	$658.76

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.004962	Janitorial Services	$5,000.00
To	0100.0509.004500	Maintenance Contracts	$5,000.00

6. Discuss, consider and take appropriate action on a line item transfer for Emergency Management.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0541-005730	Radio Equipment >$5000	$5000.00
To	0100-0541-004541	Vehicle Maintenance and Repair	$5000.00

7. Discuss, consider, and take appropriate action on a line item transfer for Emergency Medical Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0540-005700	Vehicles >5,000	$50,000
To	0100-0540-004541	Vehicle Repairs & Maintenance	$50,000

8. Discuss, consider, and take appropriate action to acknowledge line item transfers of $1,000 or less completed by the County Auditor during January 2025 to March 2025 (FY25 2nd Quarter).

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

10. Discuss, consider, and take appropriate action on approving property tax collections for the month of March 2025 for the Williamson County Tax Assessor/Collector.

11. Discuss, consider and take appropriate action on the acceptance of a donation of various gift cards in the amount of $1,890.00 to Veteran Services.

12. 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 revenue for Veteran Services Donations.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367400	Donations	2670.00

13. 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 Veteran Services donations.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0405.003670	Donations	2670.00

14. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 3, March 2025 Monthly Report in compliance with Code of Criminal Procedure § 103.005.

15. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, March 2025 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

16. Discuss, consider, and take appropriate action to approve the County Attorney January 2025 Monthly Report in compliance with Code of Criminal Procedure 103.005.

17. Discuss, consider, and take appropriate action to approve the County Attorney February 2025 Monthly Report in compliance with Code of Criminal Procedure 103.005.

18. Discuss, consider, and take appropriate action to approve the County Attorney March 2025 Monthly Report in compliance with Code of Criminal Procedure 103.005.

19. Discuss, consider, and take appropriate action on approving and ratifying the Class Action Service Agreement with Optum, Inc. a subsidiary of UnitedHealth Group, Williamson County's health benefits third party administrator, regarding the Walgreens Class Action Settlement.

20. 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 acknowledging additional revenues for the Williamson County Regional Animal Shelter Donation Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0546.0000.361300	Interest, Investments	$12,941.59
	0546.0000.367404	Animal Shelter Donations	$85,581.40
	0546.0000.367440	Jane's Fund Donations	$3,925.00
	0546.0000.367442	Play Yard Donations	$186.00
	0546.0000.367443	Heart Worm Trmt Donations	$251.00
	0546.0000.367445	SIT Team Donations	$330.00
	0546.0000.367447	Animal Transport Donations	$1,111.00
	0546.0000.367448	Kitten Care Donations	$1,630.00
	0546.0000.370150	Sales of Pet Care Products	$916.66

21. 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 acknowledging additional expenditures for the Williamson County Regional Animal Shelter Donation Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0546.0546.001100	Salary	$20,036.58
	0546.0546.002010	FICA	$1,380.43
	0546.0546.002020	Retirement	$3,215.84
	0546.0546.002030	Insurance	$4,050.00
	0546.0546.003510	Purchases for Resale	$1,042.96
	0546.0546.003670	Use of Donations	$68,689.74
	0546.0546.004100	Professional Services	$4,465.78

	0546.0546.004105	Foster Home Care	$1,854.58
	0546.0546.004231	Travel	$1,264.07
	0546.0546.004232	Training	$375.47
	0546.0546.004509	Facility Enhancements	$211.63
	0546.0546.004975	Animal Medical Care	$285.58

22. Discuss, consider, and take appropriate action on approving the Services and Goods Contract #2025198 with Falkenberg Construction Company Inc. for the RRCP Property Fencing - Bypass Side, pursuant to BuyBoard Contract #728-24, at the River Ranch County Park for Parks and Recreation, in the amount of $62,983.04, and authorize execution of this agreement, the funding source is P594.

23. Discuss, consider, and take appropriate action on approving the Service Contract #2025186 between Williamson County and Cequel Communication, LLC d/b/a Optimum for Optical Internet Access service for the monthly amount of $750.00 and authorizing the execution of the service contract.

24. Discuss, consider and take appropriate action on approving #2025184 between Williamson County and SHI International Corp for a Service and Purchase Contract to aid in building a New Active Directory Environment ("Services") in the amount of $89,950.00 pursuant to DIR contract #DIR-CPO-4938 and authorizing execution of contract.

25. Discuss, consider and take appropriate action to allow temporary occupancy of 909 S. Austin Ave, Georgetown (Old Carquest), for SpawGlass Construction to utilize for a mockup of the future Juvenile Justice Center courtroom layout.

26. Discuss, consider, and take appropriate action on awarding RFSQ #24RFSQ53 to Cleary Zimmermann Engineers, LLC, for Williamson County Jail South Secure Storage HVAC, in the amount of Forty-Three Thousand Five Hundred and No/100 Dollars ($43,500.00) and authorize execution of the agreement.

27. Discuss, consider, and take appropriate action on awarding RFSQ #25RFSQ7 to O'Connell Robertson & Associates, Inc, for the Cedar Park Annex Chiller Plant Update, in the amount of Thirty-Nine Thousand Five Hundred and No/00 Dollars ($39,500.00) and authorize execution of the agreement.

28. Discuss, consider, and take appropriate action on approving the Master Service Agreement #2025157, between Williamson County and American Watercare, Inc. for Commercial Water System Repair Services, in the not-to-exceed amount of $19,500.00, and authorize execution of the agreement.

29. Discuss, consider, and take appropriate action on authorizing the Construction Service Agreement no.2025205 with Tom Arnold Drilling Contractor II, LLC for Well Repair at 555 CR 243, Florence, TX 76527, in the amount of Forty-Two Thousand, Eight Hundred Dollars ($42,800.00), and authorize the execution of the agreement.

30. Discuss, consider, and take appropriate action on an Above Ground Facilities Easement between Williamson County and Atmos Energy Corporation in relation to the original Easement request on 12/12/23 Agenda Item #19 for the Wilco Headquarters Project – Atmos Utility Relocation.

31. Receive and acknowledge approval of Change Order Number 1 from The Brandt Companies, LLC for the Lake Creek Annex Cooling Tower Refresh Project for time extension only due to material delay, which was approved by Williamson County Facilities Architect Trenton Jacobs pursuant to the Commissioners Court's prior delegation of change order approval authority pursuant to Loc. Gov't Code Sec. 262.031.

32. Discuss, consider and take appropriate action on Supplemental Work Authorization No 2 to Work Authorization No 5 under Williamson County Contract between KC Engineering, Inc. and Williamson County dated May 31, 2022 for Engineering Design Services for the Skyview Drive Bridge Project. Funding source: 01.0200.0210.004100.

33. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for IFB CR 351 Bridge Riprap Replacement, under IFB #25IFB45.

34. Discuss, consider, and take appropriate action on Chandler Corridor, Segment 1 (at FM 1660) Supplement No. 1 to Work Authorization No. 3 to the Road and Bridge On-Call Land Surveying Services contract executed on March 19, 2024, between Williamson County and Diamond Surveying, Inc. relating to right-of-way preservation. Project: P588 Fund Source: TANS

35. Discuss, consider, and take appropriate action on Supplement No. 4 to Work Authorization No. 1 to the Chandler Corridor, Segment 2 contract executed on September 29, 2022, between Williamson County and BGE, Inc. relating to the LTP Corridor Program. Project: P600 Fund Source: LTP Corridor

36. Discuss, consider, and take appropriate action on Supplement No. 4 to Work Authorization No. 2 to the CR 255/CR 289 from CR 254 to Ronald Reagan Boulevard contract executed on October 11, 2022, between Williamson County and Seiler Lankes Group relating to the Road and Bridge Department. Project: P546 Fund Source: Road and Bridge

37. Discuss, consider and take appropriate action on Supplemental Work Authorization No 6 to Work Authorization No 3 under Williamson County Contract between Cobb Fendley and Associates, Inc. and Williamson County dated July 16, 2019 for On Call Utility Coordination and Relocation for All Williamson County Road and Bridge Non-Capital Improvement Projects. Funding source: 01.0200.0210.004100.

38. Discuss, consider and take appropriate action on Work Authorization No 8 in the amount of $5,008.50 to expire on September 30, 2025 under Williamson County Contract for Engineering Services between Cobb Fendley and Associates, Inc. and Williamson County dated July 16, 2019 for Utility Coordination for FM 734 at Rattan Creek. Funding source: P627.

39. Discuss, consider and take appropriate action on Work Authorization No 9 in the amount of $18,677.00 to expire on September 30, 2025 under Williamson County Contract for Engineering Services between Cobb Fendley and Associates, Inc. and Williamson County dated July 16, 2019 for Utility Coordination for Tracy Chambers Extension. Funding source: P716.

40. Discuss, consider and take appropriate action on Change Order No 1 to contract number 24IFB37 for Adams Materials and Excavation, LLC a reduction in the amount of $329,886.99 for Cross Culverts Replacements Ph 2 FY 24. Funding Source: 01.0200.0210.003599.

41. Discuss, consider and take appropriate action on Change Order No 2 to contract number 24IFB63 for Asphalt, Inc. a reduction to the contract in the amount of $138,122.66 for Patriot Way Milling and Overlay. Funding Source: 01.0200.0210.003599.

42. Discuss, consider, and take appropriate action on Red Bud Lane Supplement No. 2 to Work Authorization No. 5 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 2023 Road Bond Program. Project: P588 Fund Source: TANS

43. Discuss, consider, and take appropriate action on Bagdad Road (CR 279) North Supplement No. 3 to Work Authorization No. 7 to the On-Call Surveying contract executed May 19, 2020, between Williamson County and Austin Surveying Company, LLC dba Inland Geodetics relating to the 2019 Road Bond Program. Project: P343 Fund Source: Road Bonds

44. Discuss, consider, and take appropriate action on Liberty Hill Bypass West (Segment 1) Work Authorization No. 8 to the Road Bond On-Call Environmental Services contract executed on May 9, 2024, between Williamson County and SWCA Environmental Consultants relating to the 2023 Road Bond Program. Project: P662 Fund Source: Road Bonds

45. Discuss, consider, and take appropriate action on Ronald Reagan Boulevard, Segment C1 Supplement No. 1 to Work Authorization No. 2 to the On-Call Environmental Services contract executed on May 9, 2024, between Williamson County and SWCA Environmental Consultants relating to the 2023 Road Bond Program. Project: P671 Fund Source: Road Bonds

46. Discuss, consider, and take appropriate action on Supplement No. 1 to Work Authorization No. 1 to the FM 971 (Granger) contract executed on March 19, 2024, between Williamson County and AtkinsRéalis USA Inc. relating to the 2023 Road Bond Program. Project: P688 Fund Source: Road Bonds

47. Discuss, consider, and take appropriate action on Supplement No. 1 to Work Authorization No. 1 to the Bartlett Streets Projects (Salt Lake, Brook and Front Street) contract executed May 19, 2024, between Williamson County and IEA, Inc. relating to the 2023 Road Bond Program. Project: P687 Fund Source: Road Bonds

48. Discuss, consider, and take appropriate action on Supplement No. 3 to Work Authorization No. 1 to the Sonterra Boulevard contract executed May 19, 2020, between Williamson County and Huitt-Zollars, Inc. relating to the 2023 Road Bond Program. Project: P685 Fund Source: Road Bonds

49. Discuss, consider, and take appropriate action on Supplement No. 1 to Work Authorization No. 1 to the CR 305 contract executed May 19, 2024, between Williamson County and RS&H, Inc. relating to the 2023 Road Bond Program. Project: P686 Fund Source: Road Bonds

50. Discuss, consider and take appropriate action on approval of the final plat for the Santa Rita Ranch Phase 7B Section 1 subdivision – Precinct 2.

51. Discuss, consider, and take appropriate action on approving the submission of a formal protest/request for a contested case hearing and written comments, information and recommendations by legal counsel for Williamson County to the Texas Commission on Environmental Quality relating to a petition for the creation of Williamson County MUD No. 62.

REGULAR AGENDA

52. Discuss, consider and take appropriate action on a resolution to declare the week of April 13-19, 2025 as National Public Safety Telecommunicators Week.

53. Discuss, consider and take appropriate action on a Proclamation recognizing April 13-19, 2025 as National Animal Control Officer Appreciation Week.

54. Recognize Detective Jamel Abdul-Aziz for being named Community Coach of the Year by the Jr. NBA League.

55. Discuss, consider, and take appropriate action designating April 2025 as National Donate Life Month in Williamson County.

56. Discuss, consider and take appropriate action on a resolution proclaiming April 18, 2025, as Two Lights for Tomorrow Day in commemoration of the 250th anniversary of the ride of Paul Revere.

57. Hear an update from Dan Wegmiller, Financial Advisor, of Specialized Public Finance and take any necessary action with regard to future bond sale(s).

58. Receive, review and discuss the 2024 Annual Comprehensive Financial Report and the Popular Annual Financial Report. Only if necessary, take action regarding the same.

59. Discuss, consider, and take appropriate action on approving a 2019 Park Bond Transfer to move $8,136 from P550 (non-departmental) to P559 (Berry Springs Amenities).

60. Discuss, consider and take appropriate action on a request from the Office of Emergency Management to apply for FEMA Hazard Mitigration Grant Program to fund warning/tornado sirents for the cities of Weir and Granger.

61. Discuss, consider and take appropriate action to extend the Lease Agreement with Williamson County Crisis Center (D/B/A Hope Alliance) for the lease of a County building used for a public purpose as a temporary auxiliary emergency shelter, with the extension being for a period from March 31, 2025 and ending on April 1, 2026.

62. Discuss, consider and take appropriate action on awarding RFP #25RFP14 Jail Pharmaceuticals/Services/Supplies for the Williamson County Jail to MOA Pharmacy, Inc D/B/A Westwood Pharmacy Clinical Services, in the not-to-exceed amount of $981,750.00 per fiscal year, and authorizing the execution of the Service Agreement.

63. Discuss, consider, and take appropriate action on approving Service Order #2025204 between Williamson County and Astound Business Solutions for Internet for the Smartwave Wifi project on the square around the Historic Courthouse in Georgetown, TX 78626 in the amount of $108,000.00 that will cover a sixty (60) month term, pursuant to TIPS contract #230105, and authorizing the execution of the Service Order. 501P.

64. Discuss, consider, and take appropriate action on approving purchase #2025193 between Williamson County and Mythics, Inc. in the amount of $143,782.38 pursuant to Omnia National 180233-002, formally US Communities.

65. Discuss, consider, and take appropriate action on approving the Services Contract #2025194 for Fire Alarm Monitoring with Blackhawk Fire and Safety, LLC for Facilities Management in the not-to-exceed amount of Forty-Nine Thousand Five Hundred and No/100 Dollars ($49,500.00) and authorizing the execution of the agreement.

66. Discuss, consider, and take appropriate action on Amendment No. 2 to the Supplemental Agreement for Design and Engineering Services between Williamson County and Talex, Inc. Engineers relating to the Jail Magistrate Court, Elevator 9, Chiller 4.

67. Receive and acknowledge approval of Change Order No. 1 from Cotton Commercial USA, Inc. dba Target Solutions for the Georgetown Annex Roof Walkway Mats Project to extend time only, which was approved by Williamson County Architect, Trenton Jacobs, pursuant to the Commissioners Court's prior delegation of change order approval authority pursuant to Loc. Gov't Code Sec. 262.031.

68. Discuss, consider, and take appropriate action on the Supplemental Agreement for Design and Engineering Services between Williamson County and Beck Architecture, LLC relating to the Taylor Tax Office Expansion. (P638)

69. Receive the April 2025 Construction Summary Report and PowerPoint Presentation

70. Discuss, consider, and take appropriate action on Contract Amendment No. 1 to the Chandler Corridor, Segment 2 contract executed September 29, 2022, between Williamson County and BGE, Inc. relating to the LTP Corridor Program. Project: P600 Fund Source: LTP Corridor

71. Discuss, consider, and take appropriate action on Contract Amendment No. 4 to the CR 255/CR 289 from CR 254 to Ronald Reagan Boulevard contract executed October 11, 2022, between Williamson County and Seiler Lankes Group relating to the Road and Bridge Department. Project: P546 Fund Source: Road and Bridge

72. Discuss, consider and take appropriate action on a resolution of support requesting the Central Texas Regional Mobility Authority (CTRMA) conduct traffic and revenue studies of the Ronald Reagan Boulevard Corridor.

73. Discuss, consider, and take appropriate action on awarding #25RFSQ26 Engineering Services for Tracy Chambers Lane from East of Wilco Way to West of Southwestern Blvd. to American Structurepoint, Inc., in the maximum amount payable of Six Hundred Fifty Thousand Dollars ($650,000.00) and authorize execution of this agreement, the funding source is P640.

74. Discuss, consider, and take appropriate action on awarding #24RFSQ70 Engineering Services for the Williamson County 2023 Road Bond Project at Schultz Lane to The Estes Group LLC, in the maximum amount payable of Three Hundred Thousand Dollars ($300,000.00) and authorize execution of this agreement, the funding source is Road Bonds P656.

75. Discuss, consider, and take appropriate action on approving IFB #25IFB25 with Clark Construction of Texas, Inc. for Cul-de-Sac and Straight Section – Fog Seal Spring 2025 for the Road and Bridge Department, in the amount of $445,600.00, and authorize execution of this agreement.

76. Discuss, consider, and take appropriate action on awarding IFB #25IFB28 Ronald Reagan at Via De Sienna Traffic Signal Installation to Traffic Control Devices, LLC dba Florida Traffic Control Devices, Inc., in the not-to-exceed amount of $480,187.21, and authorize execution of the agreement, the funding source is P692.

77. Discuss, consider, and take appropriate action regarding a TCEQ Agent Authorization Form for the Edwards Aquifer Protection Program associated with the RM 2243 Realignment (Demo) Project, a 2019 Road Bond Project in Commissioner Pct. 3. P326 Funding: Road Bonds

78. Discuss, consider and take appropriate action on a real estate contract with Boyd F. Henry to acquire the 6.520 AC remainder property resulting from the ROW and drainage easement acquired for the Bagdad Rd. @ CR 279 project (Parcel 25). Funding Source: Bonds P343

79. Discuss, consider and take appropriate action on a real estate contract with Gordon L. Stanford and Donna Walsh Stanford to acquire 2.580 AC needed as right of way and 0.4588 AC needed as an electric easement on the CR 314 project (Parcel 46 and 46EE). Funding Source: Bonds P364

EXECUTIVE SESSION

"The Commissioners Court for Williamson County reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultations with Attorney), 551.072 (Deliberations regarding Real Property), 551.073 (Deliberations regarding Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations regarding Security Devices) and 551.087 (Deliberations regarding Economic Development Negotiations)."

80. 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 Liberty Hill Bypass.
aa) Discuss the acquisition of real property for the Long Range Transportation Plan.
bb) Discuss property located at 9500 Lake Creek Parkway Austin, TX 78717
cc) 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.

81. 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

82. 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. 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
11. Cause No. 24-1887-C26; Ivory Deon Hornsby v. Williamson County, et al.; In the 26th Judicial District Court of Williamson County, Texas
12. 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
13. 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
14. Cause No. 24-2467-C425; Carlos Turcios, et al. v. Williamson County, et al; In the 425th Judicial District Court of Williamson County, Texas
15. Cause No. 24-2687-C395; Paul Johnson v. Williamson County Tax Office; In the 395th Judicial District Court of Williamson County, Texas
16. Cause No. 24-3042-C26; Susann Wirkes v. Chinogringo Properties, LLC, et al., In the 26th Judicial District Court of Williamson County, Texas
17. 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.
18. Cause No. 25-0456-C368; Ryan Markowski v. The State of Texas, et al.; In the 368th Judicial District Court of Williamson County, Texas.
19. 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.

9. Legal matters relating to environmental and On-Site Sewage Facility (OSSF) regulation and enforcement.

83. 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).

84. 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).

85. Interview candidates for the Office of Williamson County Judge and/or 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)

86. 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).

87. Discuss, consider, and take appropriate action on setting dates for holding Special Sessions of the Williamson County Commissioners Court.

88. 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. 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

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

12. 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

13. 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

14. Cause No. 24-2467-C425; Carlos Turcios, et al. v. Williamson County, et al; In the 425th Judicial District Court of Williamson County, Texas

15. Cause No. 24-2687-C395; Paul Johnson v. Williamson County Tax Office; In the 395th Judicial District Court of Williamson County, Texas

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

17. 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.

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

19. 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.
9. Legal matters relating to environmental and On-Site Sewage Facility (OSSF) regulation and enforcement.

89. 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).

90. Comments from Commissioners.

91. 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 11th day of April 2025 at 5:00 P.M. and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session **3.**

Meeting Date: 04/15/2025

Line Item Transfers for Parks Department

Submitted For: Russell Fishbeck **Submitted By:** Russell Fishbeck, Parks

Department: Parks

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfers for the Parks Department.

Background

Transfer of funds is necessary for purchases at Berry Springs Park and Preserve. Requesting to transfer funds from the 5000 series to 3000 series since items being purchased do not exceed the 5000 series cost threshold of greater than $5,000. Items to be purchased include: (1) An under the counter ice machine, and (2) A gas powered pressure washer.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0510-005003	Equipment > $5,000	$4,000.00
TO	0100-0510-003001	Small Equipment & Tools < $5k	$1,500.00
TO	0100-0510-003006	Office Equipment < $5,000	$2,500.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/04/2025 09:42 AM
Budget Office	Saira Hernandez	04/09/2025 10:43 AM
Form Started By: Russell Fishbeck		Started On: 04/04/2025 08:39 AM
Final Approval Date: 04/09/2025		

Commissioners Court - Regular Session **4.**

Meeting Date: 04/15/2025

Line Item Transfer

Submitted By: Ashlie Holladay, Budget Office

Department: Budget Office

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for County Court at Law #1.

Background

The Court Administrator, PCN 0699, has resigned, and the last day worked will be 4/24/2025. CCL1 is requesting temp dollars to hire someone to assist until they find a replacement. The requested amount is $8,611.20, 0r 320 hours (8 weeks) at $26.91/hr.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0409-004998	Non-Departmental/Contingencies	$9,269.96
TO	0100-0426-001107	CCL#1/Temp Labor	$8,611.20
TO	0100-0426-002010	CCL#1/FICA	$658.76

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/10/2025 10:37 AM
Form Started By: Ashlie Holladay		Started On: 04/10/2025 10:28 AM
Final Approval Date: 04/10/2025		

Commissioners Court - Regular Session **5.**

Meeting Date: 04/15/2025

Line Item Transfer

Submitted For: Dale Butler **Submitted By:** Gina Wrehsnig, Facilities Management

Department: Facilities Management

Agenda Category: Consent

Information

Agenda Item

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

Background

Additional funding is needed for the remainder of the FY for the new building at Lake Creek that was not in the planned budget.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.004962	Janitorial Services	$5,000.00
To	0100.0509.004500	Maintenance Contracts	$5,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/10/2025 08:48 AM
Budget Office	Saira Hernandez	04/10/2025 11:16 AM
Form Started By: Gina Wrehsnig		Started On: 04/10/2025 07:05 AM
Final Approval Date: 04/10/2025		

Commissioners Court - Regular Session **6.**

Meeting Date: 04/15/2025

Line Item Transfer for Emergency Management to cover vehicle maintenance

Submitted For: Bruce Clements **Submitted By:** Damaris Morales, Emergency Services Dept.

Department: Emergency Services Dept.

Agenda Category: Consent

Information

Agenda Item

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

Background

With unexpected costs that started the fiscal year, we are requesting the movement of $5,000 to cover future vehicle maintenance repairs on a fleet that is older yet, does not meet the replacement requirements per policy.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0541-005730	Radio Equipment >$5000	$5000.00
To	0100-0541-004541	Vehicle Maintenance and Repair	$5000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/07/2025 03:00 PM
Budget Office	Saira Hernandez	04/09/2025 10:43 AM
Form Started By: Damaris Morales		Started On: 04/07/2025 01:13 PM
Final Approval Date: 04/09/2025		

Commissioners Court - Regular Session **7.**

Meeting Date: 04/15/2025

LIT-Vehicle Repairs

Submitted By: John Gonzales, EMS

Department: EMS

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on a line item transfer for Emergency Medical Services.

Background

This line item transfer is to cover anticipated vehicle repairs. Due to older ambulances with higher mileage and supply chain issues resulting in delayed delivery of new ambulances, there has been an increase in maintenance costs for our aging fleet.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0540-005700	Vehicles >5,000	$50,000
To	0100-0540-004541	Vehicle Repairs & Maintenance	$50,000

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/09/2025 08:59 AM
Budget Office	Saira Hernandez	04/09/2025 10:43 AM
Form Started By: John Gonzales		Started On: 04/08/2025 03:23 PM
Final Approval Date: 04/09/2025		

Commissioners Court - Regular Session **8.**

Meeting Date: 04/15/2025

Line Item Transfers of $1,000 or Less January 2025 to March 2025 FY25 Q2

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

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action to acknowledge line item transfers of $1,000 or less completed by the County Auditor during January 2025 to March 2025 (FY25 2nd Quarter).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

LIT FY25 Q2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/09/2025 08:57 AM
Form Started By: Kelli Seshiki		Started On: 04/08/2025 08:03 AM
Final Approval Date: 04/09/2025		

FY25 LIT's Equal to or Less Than $1,000 - FY 25 2nd QTR

Dept	*From/To*			*Line #*		*Amount*
EMS	From	01	0100	0540	004212	$16.00
	To	01	0100	0540	004216	$16.00
WC RADIO COMMUNICATION SYSTEM	From	01	0507	0507	004999	$500.00
	To	01	0507	0507	003102	$500.00
CONSTABLE PRECINCT 3	From	01	0100	0553	003100	$180.00
	To	01	0100	0553	004410	$180.00
INFRASTRUCTURE DEPARTMENT	From	01	0100	0215	004999	$250.00
	To	01	0100	0215	004231	$250.00
VETERAN SERVICES	From	01	0100	0405	003010	$1,000.00
	To	01	0100	0405	003006	$1,000.00
COUNTY SHERIFF	From	01	0100	0560	003100	$500.00
	To	01	0100	0560	003110	$500.00
FLEET MAINTENANCE	From	01	0882	0882	004999	$99.00
	To	01	0882	0882	004705	$99.00
COUNTY COURT AT LAW #2	From	01	0100	0427	004999	$6.43
	To	01	0100	0427	004350	$6.43
CONSTABLE PRECINCT 4	From	01	0100	0454	003100	$29.99
	To	01	0100	0454	004510	$29.99
COUNTY CLERK-JUDICIAL	From	01	0100	0404	004212	$100.00
	To	01	0100	0404	003900	$100.00
FIRE MARSHAL	From	01	0100	0542	004999	$43.00
	To	01	0100	0542	004410	$43.00
PUBLIC AFFAIRS	From	01	0100	0406	004311	$81.00
	To	01	0100	0406	004210	$81.00
BUDGET OFFICE	From	01	0100	0491	003010	$12.86
	To	01	0100	0491	004350	$12.86
CONSTABLE PRECINCT 1	From	01	0100	0551	003100	$200.00
	From	01	0100	0551	003901	$200.00
	To	01	0100	0551	003005	$400.00
DEATH INQUESTS	From	01	0100	0566	003005	$32.00
	To	01	0100	0566	004350	$32.00
JP 4	From	01	0100	0454	003100	$600.00
	To	01	0100	0454	004210	$600.00
FLEET	From	01	0882	0882	004999	$28.00
	To	01	0882	0882	004705	$28.00
JP 2	From	01	0100	0452	004999	$36.38
	To	01	0100	0452	004544	$36.38
26TH DIST CT	From	01	0100	0436	004999	$300.00
	To	01	0100	0436	004350	$300.00
HR	From	01	0100	0402	004100	$173.93

	To	01	0100	0402	003005	$173.93
IT	From	01	0100	0503	003011	$1,000.00
	To	01	0100	0503	004311	$1,000.00
JP 4	From	01	0100	0214	004350	$150.00
	To	01	0100	0214	004212	$150.00
PUBLIC AFFAIRS	From	01	0100	0406	003010	$150.00
	To	01	0100	0406	003006	$150.00
FLEET	From	01	0882	0882	004541	$500.00
	To	01	0882	0882	004543	$500.00
ON-SITE SEWAGE FACILITIES	From	01	0100	0661	004999	$200.00
	To	01	0100	0661	003006	$200.00
DA	From	01	0100	0440	004999	$200.00
	To	01	0100	0440	004705	$200.00
DA	From	01	0100	0540	003001	$1,000.00
	To	01	0100	0540	004543	$1,000.00
DEATH INQUESTS	From	01	0100	0566	003005	$500.00
	To	01	0100	0566	004231	$500.00
JUVENILLE SERVICES	From	01	0100	0576	004100	$320.00
	To	01	0100	0576	004181	$320.00
FLEET	From	01	0882	0882	004999	$66.00
	To	01	0882	0882	004705	$66.00
26TH DIST CT	From	01	0100	0436	003005	$11.70
	To	01	0100	0436	004350	$11.70
DEATH INQUESTS	From	01	0100	0566	003005	$100.00
	To	01	0100	0566	003900	$100.00
CO TAX ASSESSOR COLLECTOR	From	01	0100	0499	003010	$425.00
	To	01	0100	0499	003901	$425.00
ROAD & BRIDGE	From	01	0200	0210	003010	$1,000.00
	To	01	0200	0210	004705	$1,000.00
CONSTABLE PRECINCT 1	From	01	0100	0551	003100	$15.00
	To	01	0100	0551	004410	$15.00
BUDGET	From	01	0100	0426	004999	$300.00
	From	01	0100	0426	004350	$200.00
	To	01	0100	0426	004232	$500.00
DEATH INQUESTS	From	01	0100	0566	003005	$700.00
	To	01	0100	0566	004231	$700.00
COUNTY AUDITOR	From	01	0100	0495	003006	$450.75
	To	01	0100	0495	004350	$450.75
COUNTY SHERIFF	From	01	0100	0560	003100	$70.00
	To	01	0100	0560	004410	$70.00

Commissioners Court - Regular Session **9.**

Meeting Date: 04/15/2025

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

Position Changes

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Allen Frederick	04/09/2025 01:49 PM
County Judge Exec Asst.	Andrea Schiele	04/09/2025 03:27 PM
Form Started By: Kayla Marek		Started On: 04/09/2025 12:16 PM
Final Approval Date: 04/09/2025		

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
0591 Wilco Pretrial Services	0182	Vacant	N/A	N/A	N/A	N/A	N/A	N/A	Position Conversion: Title and Grade Change only from Pretrial Officer (B.24) to Senior Pretrial Officer (B.26). No fiscal impact.	4/25/2025
0210 Unified Road Systems	1566	15173	$50,781.47	$50,781.47	$56,150.67	$50,781.47	$5,369.20	N/A	Reallocation of position budget to facilitate external hire per policy. Surplus salary from PCNs 1566, 1564, and 1582 to PCN 1967	4/25/2025
0210 Unified Road Systems	1564	17391	$45,465.95	$45,465.95	$47,586.01	$45,465.95	$2,120.06	N/A	Reallocation of position budget to facilitate external hire per policy. Surplus salary from PCNs 1566, 1564, and 1582 to PCN 1967	4/25/2025
0210 Unified Road Systems	1582	16035	$57,614.06	$57,614.06	$57,852.71	$57,710.02	$142.69	N/A	Reallocation of position budget to facilitate external hire per policy. Surplus salary from PCNs 1566, 1564, and 1582 to PCN 1967	4/25/2025
0210 Unified Road Systems	1500	17299	$47,751.23	$47,751.23	$53,418.49	$49,037.55	$4,380.94	N/A	Reallocation of position budget to facilitate external hire per policy. Surplus salary from PCNs 1566, 1564, and 1582 to PCN 1967	4/25/2025
0210 Unified Road Systems	1967	Vacant	N/A	N/A	$116,324.31	$128,337.20	N/A	$12,012.89	Reallocation of position budget to facilitate external hire per policy. Surplus salary from PCNs 1566, 1564, and 1582 to PCN 1967	4/25/2025

*Amount may vary slightly due to Oracle rounding

Commissioners Court - Regular Session **10.**

Meeting Date: 04/15/2025

Property Tax Collections – March 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 collections for the month of March 2025 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

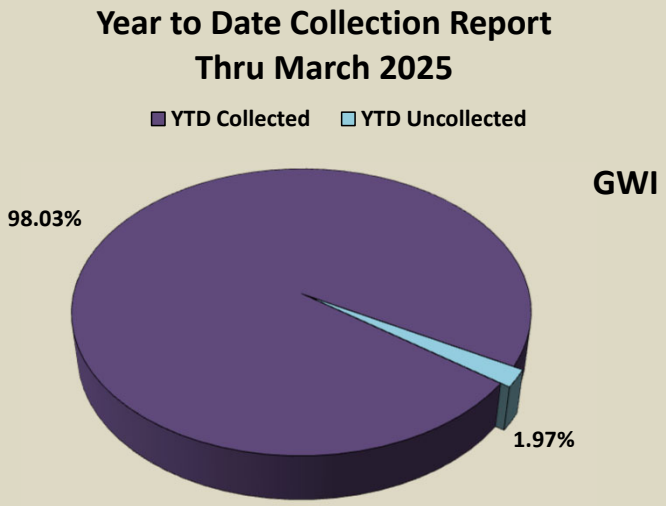
Attachments

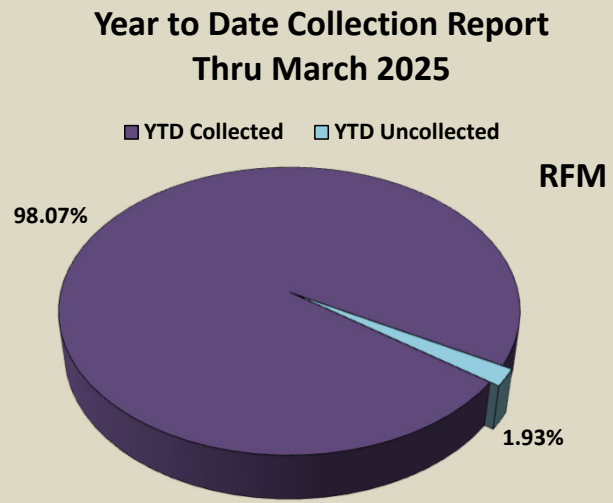
030125-033125 GWI-RFM graph

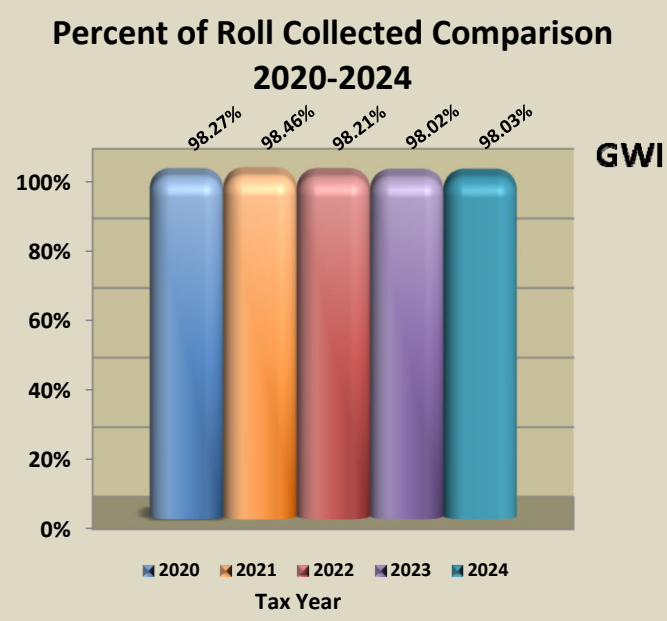
030125-033125 GWI-RFM

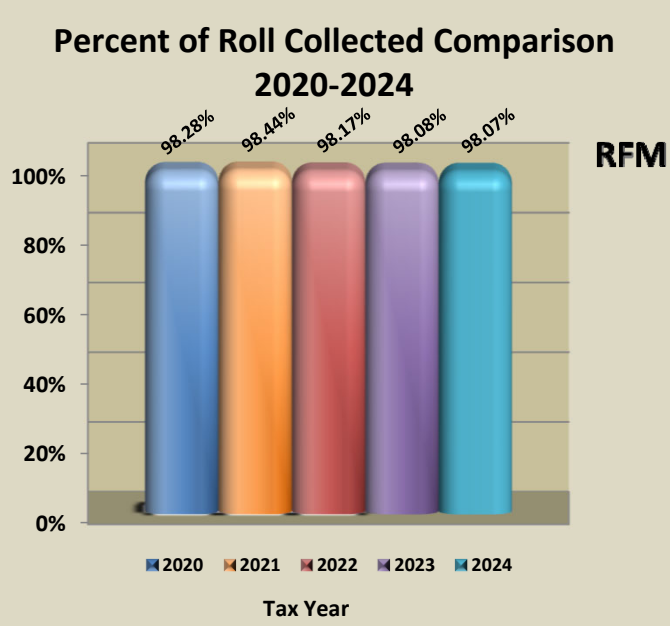
Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/10/2025 10:38 AM
Form Started By: Rebecca Bruton		Started On: 04/10/2025 10:17 AM
Final Approval Date: 04/10/2025		


Year to Date Collection Report
Thru March 2025
YTD Collected
YTD Uncollected
GWI
98.03%
1.97%


Year to Date Collection Report
Thru March 2025
YTD Collected
YTD Uncollected
RFM
98.07%
1.93%


Percent of Roll Collected Comparison
2020-2024
GWI
98.27%
98.46%
98.21%
98.02%
98.03%
100%
80%
60%
40%
20%
0%
2020
2021
2022
2023
2024
Tax Year


Percent of Roll Collected Comparison
2020-2024
RFM
98.28%
98.44%
98.17%
98.08%
98.07%
100%
80%
60%
40%
20%
0%
2020
2021
2022
2023
2024
Tax Year

YEAR TO DATE - COLLECTION REPORT
Williamson County - GWI/RFM Property Taxes
March 31, 2025

Williamson County General Fund	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P&I	YTD Percent Collected w/P&I & Prior Years
2024	$459,890,613.70	($1,733,504.84)	$458,157,108.86	$3,581,259.71	$220,318.09	$1,167.53	$9,009,158.04	$449,147,950.82	98.03%	98.15%	98.19%
2023 & Prior	$4,214,726.82	($2,078,430.07)	$2,136,296.75	($276,970.85)	$18,195.42	$492.06	$3,079,292.15	($942,995.40)	-44.14%	-34.03%	
Rollbacks	$811,847.39	$328,274.79	$1,140,122.18	$74,258.87	$1,745.26	$0.00	$228,897.02	$911,225.16	79.92%	80.12%	
Total All	$464,917,187.91	($3,483,660.12)	$461,433,527.79	$3,378,547.73	$240,258.77	$1,659.59	$12,317,347.21	$449,116,180.58	97.33%	97.50%	

Williamson County RFM	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P&I	YTD Percent Collected w/P&I & Prior Years
2024	$58,537,185.60	($173,611.53)	$58,363,574.07	$452,460.34	$27,784.06	$145.65	$1,125,127.53	$57,238,446.54	98.07%	98.19%	98.24%
2023 & Prior	$490,413.73	($237,993.35)	$252,420.38	($30,571.65)	$2,299.54	$52.98	$344,843.38	($92,423.00)	-36.61%	-25.83%	
Rollbacks	$82,906.04	$36,140.26	$119,046.30	$8,188.14	$179.45	$0.00	$25,274.77	$93,771.53	78.77%	78.97%	
Total All	$59,110,505.37	($375,464.62)	$58,735,040.75	$430,076.83	$30,263.05	$198.63	$1,495,245.68	$57,239,795.07	97.45%	97.62%	

2024 COMBINED MONTHLY BREAKDOWN

Oct-24	$518,427,799.30	$379.67	$518,428,178.97	$11,522,952.32	$0.00	$94.78	$506,603,656.15	$11,824,522.82
Nov-24	$518,428,178.97	-$256,458.39	$518,171,720.58	$21,481,122.67	$0.00	$0.63	$484,866,074.46	$33,305,646.12
Dec-24	$518,171,720.58	-$241,142.83	$517,930,577.75	$247,180,786.70	$0.00	-$13.07	$237,444,158.00	$280,486,419.75
Jan-25	$517,930,577.75	-$382,266.69	$517,548,311.06	$212,266,018.53	$411.35	-$166.93	$24,796,039.71	$492,752,271.35
Feb-25	$517,548,311.06	-$580,141.60	$516,968,169.46	$9,652,334.57	$364,983.91	-$53,241.79	$14,616,805.33	$502,351,364.13
Mar-25	$516,968,169.46	-$447,486.53	$516,520,682.93	$4,033,720.05	$248,102.15	$1,313.18	$10,134,285.57	$506,386,397.36

Commissioners Court - Regular Session **11.**

Meeting Date: 04/15/2025

Accept Gift Card Donation To Veteran Services

Submitted For: Michael Hernandez **Submitted By:** Erin Bussart, Veteran Services

Department: Veteran Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on the acceptance of a donation of various gift cards in the amount of $1,890.00 to Veteran Services.

Background

Various gift cards donated to Veteran Services by Joyce W. to be handed out to Veterans in need. Reference receipt #143066

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	04/07/2025 02:58 PM
Form Started By: Erin Bussart		Started On: 04/07/2025 11:30 AM
Final Approval Date: 04/07/2025		

Commissioners Court - Regular Session **12.**

Meeting Date: 04/15/2025

Accept Donation To Veteran Services

Submitted For: Michael Hernandez **Submitted By:** Erin Bussart, Veteran Services

Department: Veteran Services

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 revenue for Veteran Services Donations.

Background

Various donations were made to Veteran Services for the Salute To Service Fundraiser by anonymous donors for a total amount of $2,670.00. Reference Receipt #'s 143072, 143073, 143074, 143075, 143076, 143077, 143078, 143079, 143080, 143081 and 143082.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367400	Donations	2670.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/09/2025 09:49 AM
County Judge Exec Asst.	Andrea Schiele	04/09/2025 04:21 PM
Form Started By: Erin Bussart		Started On: 04/09/2025 09:21 AM
Final Approval Date: 04/09/2025		

Commissioners Court - Regular Session **13.**

Meeting Date: 04/15/2025

Accept Donation To Veteran Services

Submitted For: Michael Hernandez **Submitted By:** Erin Bussart, Veteran Services

Department: Veteran Services

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 Veteran Services donations.

Background

Various donations were made to Veteran Services for the Solute To Service Fundraiser by anonymous donors for a total amount of $2,670.00 Reference Receipt #'s 143072, 143073, 143074, 143075, 143076, 143077, 143078, 143079, 143080, 143081 and 143082.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0405.003670	Donations	2670.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/10/2025 09:14 AM
Form Started By: Erin Bussart		Started On: 04/09/2025 11:05 AM
Final Approval Date: 04/10/2025		

Commissioners Court - Regular Session **14.**

Meeting Date: 04/15/2025

Justice of the Peace 3 March 2025 Monthly Report

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

Department: J.P. Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 3, March 2025 Monthly Report in compliance with Code of Criminal Procedure § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

March 2025 - CCP 103

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/10/2025 11:39 AM
Form Started By: Mary Alcala		Started On: 04/10/2025 11:35 AM
Final Approval Date: 04/10/2025		

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

Before me, the undersigned authority, on this day personally appeared Evelyn McLean, Justice of the Peace, Precinct 3, Williamson County, who, on her oath, stated that the attached report of money collected is a true and correct report for the month of March 2025.

JUSTICE OF THE PEACE PCT. 3 WILLIAMSON COUNTY, TEXAS

EVELYN McLEAN
JUSTICE OF THE PEACE
PRECINCT THREE

On this 8th day of April 2025, to certify which witness my hand and seal of office.

NOTARY PUBLIC
in and for the State of Texas

NOTARY PUBLIC STATE OF TEXAS
MARY ANN ALCALA
Notary Public, State of Texas
Comm. Expires 04-12-2025
Notary ID 133030414

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **03/01/2025 - 03/31/2025** Case Categories: **Civil**
Locations: **JP3**

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

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	124.75
01-0100-0000-341903 - CIVIL FEES/OFFICE, CONST 3	L-004-3-01-0100-0000-341903: 01-0100-0000-341903 - Fees of Office, Const. PCT #3	11,440.00
01-0100-0000-341904 - CIVIL FEES/OFFICE, CONST 4	L-004-3-01-0100-0000-341904: 01-0100-0000-341904 - Fees of Office, Const. PCT #4	400.00
	0100 - General Fund Total:	**11,964.75**
	Fee Totals for All Funds:	**11,964.75**

Payment Report - Fee Code Summary

Transaction Date: **03/01/2025 - 03/31/2025** Case Categories: **Civil**
Locations: **JP3**

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

Fee Code Summary									
Code Word	**Description**	**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
CCOP	Civil Copies	22.75	11	0.00	0	0.00	0	22.75	11
CONT3	Constable Service Fee Pct #3	9,040.00	92	0.00	0	0.00	0	9,040.00	92
JURY	Jury Fee	22.00	1	0.00	0	0.00	0	22.00	1
TRANS	Transcript	10.00	1	0.00	0	0.00	0	10.00	1
WEXEC	Writ of Execution	10.00	4	0.00	0	0.00	0	10.00	4
WPOSS	Writ of Possession	60.00	12	0.00	0	0.00	0	60.00	12
WSF3	Constable #3 - Writ Service Fee	2,400.00	12	0.00	0	0.00	0	2,400.00	12
WSF4	Constable #4 - Writ Service Fee	400.00	4	0.00	0	0.00	0	400.00	4
Fee Code Summary Totals		**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
		11,964.75	137	0.00	0	0.00	0	11,964.75	137

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **03/01/2025 - 03/31/2025** Case Categories: **Criminal**
Locations: **JP3**

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

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207017 - Collections Agency Fee	L-004-3-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	9,622.43
01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	L-004-3-01-0100-0000-209600: 01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	363.91
01-0100-0000-209700 - JP COURTS-REFUNDS	L-004-3-01-0100-0000-209700: 01-0100-0000-209700 - JP COURTS-REFUNDS	0.00
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-3-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	142.16
01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	13,113.57
01-0100-0000-341913 - CRIMINAL FEES/OFFICE, CONST 3	L-004-3-01-0100-0000-341913: 01-0100-0000-341913 - Fees of Office, Crim. Const PCT #3	1,076.51
01-0100-0000-351303 - FINES, JP PCT-3	L-004-3-01-0100-0000-351303: 01-0100-0000-351303 - FINES, JP PCT #3	130,456.54
	0100 - General Fund Total:	**154,775.12**
0361 - JP Security Fund		
01-0361-0000-341153 - JP 3 SECURITY FEES	L-004-3-01-0361-0000-341153: 01-0361-0000-341153 - JP 3 SECURITY FEES	139.55
	0361 - JP Security Fund Total:	**139.55**
0365 - Child Safety Fund		
01-0365-0000-341161 - JP CHILD SAFETY FEE	L-004-3-01-0365-0000-341161: 01-0365-0000-341161 - JP CHILD SAFETY FEE	25.00
	0365 - Child Safety Fund Total:	**25.00**
0367 - JP-3 Truancy Program Fund		
01-0367-0000-370000 - JP-3 Truancy Program Fees	L-004-3-01-0367-0000-370000: 01-0367-0000-370000 - JP-3 Truancy Program Fee	169.48
	0367 - JP-3 Truancy Program Fund Total:	**169.48**
0372 - Justice Court Technology Fund		
01-0372-0000-341143 - JP 3 TECHNOLOGY FEES	L-004-3-01-0372-0000-341143: 01-0372-0000-341143 - JP #3 TECHNOLOGY FEES	139.55
	0372 - Justice Court Technology Fund Total:	**139.55**

Payment Report - G/L and Fund Summary

Transaction Date: **03/01/2025 - 03/31/2025** Case Categories: **Criminal**
Locations: **JP3** Payment Type: **Cash Bond Deposit; E-Filing Payment; ...**

G/L Account	G/L Account Number	Fee Totals
0399 - State Agency Fund		
01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State	L-004-3-01-0399-0000-208033: 01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State	60.74
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	1,395.55
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-3-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	139.55
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-3-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	209.37
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-3-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	332.31
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-3-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	1.68
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-3-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	437.80
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-3-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	69.87
01-0399-0000-208720 - SEATBELT FINES	L-004-3-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	682.56
01-0399-0000-208750 - TLFTA FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208750: 01-0399-0000-208750 - Traffic Law Failure To Appear	406.71
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-3-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	1,715.71
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-3-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	124.72
	0399 - State Agency Fund Total:	**5,576.57**
JP BOND		
01-0100-0000-207020 - JP3 Bond Liability Account	L-004-3-02-00002: JP3 Registry Bond Account Liability	946.00
	JP BOND Total:	**946.00**
	Fee Totals for All Funds:	**161,771.27**

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: **03/01/2025 - 03/31/2025** Case Categories: **Criminal**
Locations: **JP3**

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

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
AFDPS	Arrest Fee - DPS (CCP 102.011)	132.31	37	0.00	0	0.00	0	132.31	37
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	42.16	12	0.00	0	0.00	0	42.16	12
CB	Cash Bond	946.00	3	0.00	0	0.00	0	946.00	3
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	1,395.55	49	0.00	0	0.00	0	1,395.55	49
CFINE	County Fine	130,456.54	1,092	0.00	0	0.00	0	130,456.54	1,092
CHS	Courthouse Security Fee (CCP 102.017)	104.64	49	0.00	0	0.00	0	104.64	49
CHSJC	JP Security Fee (CCP 102.017)	34.91	48	0.00	0	0.00	0	34.91	48
CJS	Criminal Judicial Support Fee (LGC 103.105)	0.60	1	0.00	0	0.00	0	0.60	1
COLLFEE	Collection Agency Fee	9,622.43	146	0.00	0	0.00	0	9,622.43	146
COPIES	Certified Copies	4.89	5	0.00	0	0.00	0	4.89	5
COPY	Copies	4.79	3	0.00	0	0.00	0	4.79	3
CRFEEOVER	Criminal Overpayment Fee	0.00	2	0.00	0	0.00	0	0.00	2
CSSF	Child Safety School Fee (CCP 102.014(c))	25.00	1	0.00	0	0.00	0	25.00	1
DDF	Deferred Disposition Fee	13,037.70	93	0.00	0	0.00	0	13,037.70	93
DSC	Driver's Safety Course Fee (CCP 45.0511(f1))	13.65	2	0.00	0	0.00	0	13.65	2
FNTC1	Child Safety Seat Fine Trauma Center	682.56	12	0.00	0	0.00	0	682.56	12
IDF	Indigent Defense Fee (LGC 133.107)	69.87	49	0.00	0	0.00	0	69.87	49
JCTF	Justice Court Technology Fee (CCP 102.0173)	139.55	49	0.00	0	0.00	0	139.55	49
JFR	Jury Reimbursement Fee (CCP 102.0045)	139.55	49	0.00	0	0.00	0	139.55	49
JTP	Juvenile Truancy Program (CCP 102.0174)	169.48	48	0.00	0	0.00	0	169.48	48
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	30.37	41	0.00	0	0.00	0	30.37	41
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	30.37	41	0.00	0	0.00	0	30.37	41
JUSFC	Judicial Support Fund - County (LGC 133.105)	20.35	47	0.00	0	0.00	0	20.35	47
JUSFS	Judicial Support Fund - State (LGC 133.105)	188.42	49	0.00	0	0.00	0	188.42	49
MVF	Moving Violation Fee (CCP 102.022)	1.68	25	0.00	0	0.00	0	1.68	25
OMNI	OMNI Fee	81.34	19	0.00	0	0.00	0	81.34	19
OMNIC	OMNI Fee - County	54.22	19	0.00	0	0.00	0	54.22	19
OMNIS	OMNI Fee - State	271.15	19	0.00	0	0.00	0	271.15	19
SFC3	Service/Arrest Fee - Const. 3	41.90	10	0.00	0	0.00	0	41.90	10
SFMCWV	State Fine - Motor Carrier Weight Violation	1,715.71	14	0.00	0	0.00	0	1,715.71	14

Payment Report - Fee Code Summary

Transaction Date: **03/01/2025 - 03/31/2025** Case Categories: **Criminal**
Locations: **JP3**

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

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
SFOC	Service Fee - Out of County	8.78	2	0.00	0	0.00	0	8.78	2
STF	State Traffic Fee (TC 542.4031)	437.80	23	0.00	0	0.00	0	437.80	23
TPC	Time Payment Fee - County	49.86	7	0.00	0	0.00	0	49.86	7
TPS	Time Payment Fee - State	74.86	9	0.00	0	0.00	0	74.86	9
TPWF	Texas P&W Fine	363.91	4	0.00	0	0.00	0	363.91	4
UFA	Uniform Traffic Act (TC 542.403)	43.76	23	0.00	0	0.00	0	43.76	23
WARC3	Warrant Fee - Constable Pct. 3	1,034.61	23	0.00	0	0.00	0	1,034.61	23
WCSO	Williamson County Sheriff	100.00	3	0.00	0	0.00	0	100.00	3
WFDPS	Warrant Fee - DPS	200.00	4	0.00	0	0.00	0	200.00	4
Fee Code Summary Totals		**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
		161,771.27	2,132	0.00	0	0.00	0	161,771.27	2,132

Commissioners Court - Regular Session **15.**

Meeting Date: 04/15/2025

Justice of the Peace 4 March 2025 Monthly Report

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

Department: J.P. Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, March 2025 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

JP4 EOM MAR 2025

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/10/2025 11:46 AM
Form Started By: Veronica Bolander		Started On: 04/10/2025 11:32 AM
Final Approval Date: 04/10/2025		

IN COMPLIANCE WITH ARTICLE 103.005
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

Before me, the undersigned authority, on this day personally appeared Rhonda Redden, Justice of the Peace, Precinct 4, Williamson County, who on her oath, stated that the attached report of money collected is a true and correct report for the month of March 2025.

RHONDA REDDEN
JUSTICE OF THE PEACE
PRECINCT FOUR

This 9th day of April 2025, to certify which witness my hand and seal of office.

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

NOTARY PUBLIC in and for the State of Texas

Payment Report - Transaction/Adjustment Detail

Deposit Date: **03/01/2025 - 03/31/2025** Case Categories: **Civil; Criminal**
Locations: **JP4** Payment Type: **Cash Bond Deposit; Counter Payment; ...**

Final Totals		Fee Totals	Transaction Totals
Total Payments		**125,722.22**	**125,722.22**
Total Adjustments Impacting Payments		**(5.00)**	**(5.00)**
Final Fee Code Totals		**125,717.22**	**125,717.22**
Tender Method Summary			
Tender Types	Cash	8,252.65	8,252.65
	Cashier's Check	0.00	0.00
	Certified Payments Credit Card	62,455.18	62,455.18
	Check	1,433.00	1,433.00
	Credit Card	30,705.64	30,705.64
	E-File Credit Card	21,705.75	21,705.75
	Money Order	1,170.00	1,170.00

Detailed report is available through the Auditor's Office.

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Deposit Date: **03/01/2025 - 03/31/2025** Case Categories: **Civil; Criminal**
Locations: **JP4**

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

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207017 - Collections Agency Fee	L-004-4-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	2,083.83
01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	L-004-4-01-0100-0000-209600: 01-0100-0000-209600 - Fines Due to TX Parks Wildlife	736.95
01-0100-0000-209700 - JP COURTS-REFUNDS	L-004-4-01-0100-0000-209700: 01-0100-0000-209700 - JP Courts Refunds	0.00
01-0100-0000-341804 - FEES OF OFFICE, JP PCT-4	L-004-4-01-0100-0000-341804: 01-0100-0000-341804 - Fees of Office, JP Pct. #4	13,647.49
01-0100-0000-341904 - CIVIL FEES/OFFICE, CONST 4	L-004-4-01-0100-0000-341904: 01-0100-0000-341904 - Fees of Office, Const. PCT #4	12,880.00
01-0100-0000-341914 - CRIMINAL FEES/OFFICE, CONST 4	L-004-4-01-0100-0000-341914: 01-0100-0000-341914 - Fees of Office, Crim. Const PCT #4	843.94
01-0100-0000-342860 -Time Payment Fee County 2.50	L-004-4-01-0100-0000-342860: 01-0100-0000-342860 - Time Payment Fee County 2.50	1,004.66
01-0100-0000-351304 - FINES, JP PCT-4	L-004-4-01-0100-0000-351304: 01-0100-0000-351304 - FINES, JP PCT #4	52,476.14
01-0100-0000-365103 Language Access Fund	L-004-4-01-0100-0000-365103: 01-0100-0000-365103 - Language Access Fund	1,146.00
01-0100-0000-370500 - Miscellaneous Revenue	L-004-4-01-0100-0000-370500: 01-0100-0000-370500 - Miscellaneous Revenue	0.70
99-9999-9999-000003 - LOCAL Consolidated CC-Misd C	L-004-4-99-9999-9999-000003: 99-9999-9999-000003 - LOCAL Consolidated CC-MISD C	5,072.54
	0100 - General Fund Total:	**89,892.25**
0361 - JP Security Fund		
01-0361-0000-341154 - JP 4 SECURITY FEES	L-004-4-01-0361-0000-341154: 01-0361-0000-341154 - JP 4 SECURITY FEES	8.57
	0361 - JP Security Fund Total:	**8.57**
0365 - Child Safety Fund		
01-0365-0000-341161 - JP CHILD SAFETY FEE	L-004-4-01-0365-0000-341161: 01-0365-0000-341161 - JP CHILD SAFETY FEE	3.23
	0365 - Child Safety Fund Total:	**3.23**
0369 - JP-4 Truancy Program Fund		
01-0369-0000-342190 - Youth Diversion Program (HB 3186)	L-004-4-01-0369-0000-342190: 01-0369-0000-342190 - Youth Diversion Program (HB 3186)	300.00
01-0369-0000-370000 - JP-4 Truancy Program Fees	L-004-4-01-0369-0000-370000: 01-0369-0000-370000 - JP-4 Truancy Program Fee	10.71
	0369 - JP-4 Truancy Program Fund Total:	**310.71**
0370 - Alternate Dispute Resolution Fund		
01-0370-0000-341170 - Alternate Dispute Resolution Fees	L-004-4-01-0370-0000-341170: 01-0370-0000-341170 - Alternate Dispute Resolution Fees	1,910.00
	0370 - Alternate Dispute Resolution Fund Total:	**1,910.00**
0372 - Justice Court Technology Fund		
01-0372-0000-341144 - JP 4 TECHNOLOGY FEES	L-004-4-01-0372-0000-341144: 01-0372-0000-341144 - JP #4 TECHNOLOGY FEES	8.57
	0372 - Justice Court Technology Fund Total:	**8.57**

Payment Report - G/L and Fund Summary

Deposit Date: **03/01/2025 - 03/31/2025** Case Categories: **Civil; Criminal**
Locations: **JP4** Payment Type: **Cash Bond Deposit; Counter Payment; ...**

G/L Account	G/L Account Number	Fee Totals
0399 - State Agency Fund		
01-0399-0000-208034 - JP 4 Truancy Prev/Diversion - State	L-004-4-01-0399-0000-208034: 01-0399-0000-208034 - JP 4 Truancy Prev/Diversion - State	4.28
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-4-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	85.66
01-0399-0000-208165 - CCC 01.2020 Fee's Due to State	L-004-4-01-0399-0000-208165: 01-0399-0000-208165 - State Con Court Cost LGC 133.102(a)(3	22,135.86
01-0399-0000-208181 - State Consolidated Fee	L-004-4-01-0399-0000-208181: 01-0399-0000-208181 - State Consolidated Fee	504.00
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-4-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	8.57
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-4-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	12.85
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-4-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	491.44
01-0399-0000-208426 - State Traffic Fine Due To State	L-004-4-01-0399-0000-208426: 01-0399-0000-208426 - State Traffic Fine Due To State	5,591.59
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-4-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	4.28
01-0399-0000-208720 - SEATBELT FINES	L-004-4-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	125.00
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-4-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	4,620.36
	0399 - State Agency Fund Total:	**33,583.89**
	Fee Totals for All Funds:	**125,717.22**

Payment Report - Fee Code Summary

Deposit Date: **03/01/2025 - 03/31/2025** Case Categories: **Civil; Criminal**
Locations: **JP4**

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

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
2020AFC4	Arrest Fee - Constable 4 CCP 102.011(a)(1), 102.011(e)	41.09	15	0.00	0	0.00	0	41.09	15
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	411.44	99	0.00	0	0.00	0	411.44	99
2020AFHISD	Arrest Fee - Hutto ISD PD CCP 102.011(a)(1), 102.011(e)	5.00	1	0.00	0	0.00	0	5.00	1
2020AFJISD	Arrest Fee - Jarrell ISD PD CCP 102.011(a)(1), 102.011(e)	11.44	5	0.00	0	0.00	0	11.44	5
2020AFPW	Arrest Fee - TX P&W CCP 102.011(a)(1), 102.011(e)	75.00	15	0.00	0	0.00	0	75.00	15
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	1,266.09	299	0.00	0	0.00	0	1,266.09	299
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	22,135.86	429	0.00	0	0.00	0	22,135.86	429
2020CDF	Compliance Dismissal Fine	400.00	40	0.00	0	0.00	0	400.00	40
2020DSCM	Driving Safety Course Mandatory CCP 45.0511(f)(1)	259.89	28	0.00	0	(10.00)	1	249.89	29
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	5,072.54	435	0.00	0	0.00	0	5,072.54	435
2020LTF	Local Traffic Fine (TC 542.403)	335.03	136	0.00	0	0.00	0	335.03	136
2020STF	State Traffic Fine (TC 542.4031)	5,584.51	136	0.00	0	0.00	0	5,584.51	136
2020TPF	Time Payment Fee CCP 102.030	1,004.66	99	0.00	0	0.00	0	1,004.66	99
2020WFC4	Warrant Fee - Const Pct 4 CCP 102.011(a)(2), 102.011(e)	736.90	18	0.00	0	0.00	0	736.90	18
AB	Abstract	20.00	3	0.00	0	(5.00)	1	15.00	4
AFDPS	Arrest Fee - DPS (CCP 102.011)	5.00	1	0.00	0	0.00	0	5.00	1
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	5.00	1	0.00	0	0.00	0	5.00	1
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	85.66	3	0.00	0	0.00	0	85.66	3
CCOP	Civil Copies	15.75	15	0.00	0	0.00	0	15.75	15
CFINE	County Fine	52,466.14	414	10.00	1	0.00	0	52,476.14	415
CHS	Courthouse Security Fee (CCP 102.017)	6.43	3	0.00	0	0.00	0	6.43	3
CHSJC	JP Security Fee (CCP 102.017)	2.14	3	0.00	0	0.00	0	2.14	3
CJS	Criminal Judicial Support Fee (LGC 103.105)	12.85	3	0.00	0	0.00	0	12.85	3
COLLFEE	Collection Agency Fee	2,083.83	26	0.00	0	0.00	0	2,083.83	26
CONT4	Constable Service Fee Pct #4	10,080.00	103	0.00	0	0.00	0	10,080.00	103
CRFEEOVER	Criminal Overpayment Fee	0.00	2	0.00	0	0.00	0	0.00	2
CSFF	Child Safety Fee (CCP 102.014(d))	6.21	1	0.00	0	0.00	0	6.21	1

Payment Report - Fee Code Summary

Deposit Date: **03/01/2025 - 03/31/2025** Case Categories: **Civil; Criminal**
Locations: **JP4**

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

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
CSSF	Child Safety School Fee (CCP 102.014(c))	3.23	1	0.00	0	0.00	0	3.23	1
DDF	Deferred Disposition Fee	1,639.25	27	0.00	0	0.00	0	1,639.25	27
DSC	Driver's Safety Course Fee (CCP 45.0511(f1))	1.40	1	0.00	0	0.00	0	1.40	1
FNTC1	Child Safety Seat Fine Trauma Center	125.00	1	0.00	0	0.00	0	125.00	1
IDF	Indigent Defense Fee (LGC 133.107)	4.28	3	0.00	0	0.00	0	4.28	3
JCTF	Justice Court Technology Fee (CCP 102.0173)	8.57	3	0.00	0	0.00	0	8.57	3
JFR	Jury Reimbursement Fee (CCP 102.0045)	8.57	3	0.00	0	0.00	0	8.57	3
JTP	Juvenile Truancy Program (CCP 102.0174)	10.71	3	0.00	0	0.00	0	10.71	3
JURY	Jury Fee	22.00	1	0.00	0	0.00	0	22.00	1
LT10	Overpayments < $10	0.70	1	0.00	0	0.00	0	0.70	1
SB41CDRF	County Dispute Resolution fund - LGC 135.157	1,910.00	382	0.00	0	0.00	0	1,910.00	382
SB41JCSF	Justice Court Support Fund	9,550.00	382	0.00	0	0.00	0	9,550.00	382
SB41LAF	Language Access Fund - LGC 135.155	1,146.00	382	0.00	0	0.00	0	1,146.00	382
SB41SCF	State Consolidated Fee	504.00	24	0.00	0	0.00	0	504.00	24
SFC4	Service/Arrest Fee - Const. 4	15.95	6	0.00	0	0.00	0	15.95	6
SFMCWV	State Fine - Motor Carrier Weight Violation	4,620.36	9	0.00	0	0.00	0	4,620.36	9
STFS	State Traffic Fine Due To State (HB2048)	7.08	1	0.00	0	0.00	0	7.08	1
TFC	Traffic	0.43	1	0.00	0	0.00	0	0.43	1
TPDF	Truancy Prevention and Diversion Fund - JP4 eDoc Conversion	4.28	3	0.00	0	0.00	0	4.28	3
TPWF	Texas P&W Fine	736.95	13	0.00	0	0.00	0	736.95	13
WARC4	Warrant Fee - Constable Pct. 4	50.00	1	0.00	0	0.00	0	50.00	1
WEXEC	Writ of Execution	5.00	1	0.00	0	0.00	0	5.00	1
WF	Warrant Fee	50.00	1	0.00	0	0.00	0	50.00	1
WPOSS	Writ of Possession	70.00	14	0.00	0	0.00	0	70.00	14
WSF4	Constable #4 - Writ Service Fee	2,800.00	14	0.00	0	0.00	0	2,800.00	14
YDP	Youth Diversion Administrative Fee ($50)	300.00	6	0.00	0	0.00	0	300.00	6
Fee Code Summary Totals		**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
		125,722.22	3,617	10.00	1	(15.00)	2	125,717.22	3,620

Justice of the Peace 4
Consolidated Court Cost Calculation Sheet

Deposit Date: 03/01/2025-03/31/2025

	DR	CR	GL Code	GL Description	ALLOCATION %
Local CCC-Class C		$5,072.54	99-9999-9999-000003	Local CCC-Class C Due to County	
Court Security Fee	$1,775.39		01.0361.0000.341154	COURTHOUSE SECURITY FEES	35.000000%
Local Truancy Prevention & Diversion Fund Fee	$1,811.62		01.0369.0000.370000	Local Truancy Prevention & Diversion Fund Fee	35.714300%
Justice Court Technology Fund	$1,449.30		01.0372.0000.341144	Justice Court Technology Fund	28.571400%
County Jury Fund Fee	$36.23		01.0100.0000.342853	County Jury Fund Fee	0.714300%
Percentage Distribution Total:	$5,072.54	$5,072.54			100.000000%
Collected	$5,072.54				

Commissioners Court - Regular Session **16.**

Meeting Date: 04/15/2025

County Attorney January 2025 Monthly Report

Submitted For: D. Hobbs **Submitted By:** Stephanie Lloyd, County Attorney

Department: County Attorney

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action to approve the County Attorney January 2025 Monthly Report in compliance with Code of Criminal Procedure 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

January report

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/10/2025 11:36 AM
Form Started By: Stephanie Lloyd		Started On: 04/10/2025 11:16 AM
Final Approval Date: 04/10/2025		

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

Before me, the undersigned authority, on this day personally appeared Dee Hobbs, County Attorney, Williamson County, who, on his oath, stated that the attached report of money collected is a true and correct report for the month of January, 2025.

Dee Hobbs

DEE HOBBS
COUNTY ATTORNEY

On this 10th day of April, 2025, to certify which witness my hand and seal of office.

Stephanie J. Lloyd

NOTARY PUBLIC
In and for the State of Texas

NOTARY PUBLIC STATE OF TEXAS
STEPHANIE J. LLOYD
My Notary ID # 134027569
Expires October 21, 2026

GL Revenue Object	GL Revenue Fund	Receipt Source	Receipt Date	Receipt Number	Receipt Comment	Receipt Amount
207015	0100	CO ATTY	13-Jan-2025	35328	REC 2023-3601, 2023-5105, 2024-1523, 2024-2268; 1/9/2025	$ 1,557.64
			15-Jan-2025	35347	REC 2023-2884 ($450); 2023-4441 ($60); 2024-2324 ($60); 1/14/2025	$ 570.00
			16-Jan-2025	35354	REC 2023-3081; 1/16/2025	$ 60.00
			28-Jan-2025	35395	REC 2022-1643, 2023-0151; 1/23/2025	$ 1,000.00
		CO ATTY INTERVENTION	07-Jan-2025	35305	REC 2023-2028, 2024-2949; 11/26/24	$ 717.19
207015 Total						**$ 3,904.83**
341300	0406	CO ATTY HC FEES	09-Jan-2025	35318	HOT CHECK FEES - DECEMBER 2024	$ 180.00
341300 Total						**$ 180.00**
351000	0364	CO ATTY INTERVENTION	03-Jan-2025	35297	REC 2023-3173; 2023-4853; 1/3/2025	$ 720.00
			06-Jan-2025	35302	REC 2023-1662, 2023-4838, 2023-4935; 1/6/2025	$ 800.00
			08-Jan-2025	35311	REC 2023-4299, 2024-0281, 2024-0601; 1/8/2025	$ 1,220.00
			10-Jan-2025	35323	REC 2023-3483, 2023-5168, 2023-5410; 2024-1523; 2024-2324; 2024-2658; 1/10/2025	$ 2,580.00
			14-Jan-2025	35339	REC 2023-1333, 2023-4441, 2024-0593; 1/13/2025	$ 1,220.00
			16-Jan-2025	35354	REC 2024-0009, 2024-1156, 2024-1560; 1/15/2025	$ 1,500.00
			17-Jan-2025	35361	REC 2023-2494, 2023-3081, 2023-3676, 2023-4137, 2023-4564, 2023-4593, 2023-4617, 2023-4838, 2023-5209, 2023-5362, 2024-0314, 2024-0654, 2024-1093, 2024-1178, 2024-1303, 2024-1386, 2024-1528, 2024-2153, 2024-2466; 1/17/2025	$ 8,180.00
			23-Jan-2025	35373	REC 2023-3929, 2023-5091, 2024-2107, 2024-2355; 1/22/2025	$ 1,380.00
			24-Jan-2025	35380	REC 2023-3302; 1/24/2025	$ 360.00
			28-Jan-2025	35395	REC 2023-3326, 2023-3664, 2023-4255, 2024-2107; 1/27/2025	$ 1,280.00
			31-Jan-2025	35410	REC 2024-0697; 2024-1533; 1/31/2025	$ 710.00
351000 Total						**$ 19,950.00**
352200	0100	CO ATTY 1	09-Jan-2025	35318	CAUSE #22-0436-CC1 JAIME NOE LUCIO, II	$ 200.00
					CAUSE #22-0510-CC1 TOMARQUS LAMONTRELLE SHAW	$ 800.00
					CAUSE #23-0585-CC5 KENNEDY OBOTE TEMBE	$ 4,000.00
					CAUSE #23-0586-CC5 KENNEDY OBOTE TEMBE	$ 1,600.00
					CAUSE #23-0587-CC5 KENNEDY OBOTE TEMBE	$ 1,200.00
352200 Total						**$ 7,800.00**
Grand Total						**$ 31,834.83**

Criminal Restitution January 2025

Date	Payor	Amount	Case #	Deposit Date
11/22/2024	Yandel Blanco-Carrero	$ 537.19	2023-2028	11/26/2024
11/21/2024	Mihyonis Cherish Taday Holliday	$ 180.00	2024-2949	11/26/2024
		$ 717.19		
Date	Payor	Amount	Case #	Deposit Date
1/6/2025	Matthew Ryan Huber	$ 877.64	2023-3601	1/9/2025
1/6/2025	Terrance Moore	$ 500.00	2023-5105	1/9/2025
1/5/2025	Brenton Michael Howard	$ 60.00	2024-1523	1/9/2025
1/6/2025	Mauri Rae Merritt	$ 120.00	2024-2268	1/9/2025
		$ 1,557.64		
Date	Payor	Amount	Case #	Deposit Date
1/13/2025	Joshua Holliday	$ 450.00	2023-2884	1/14/2025
1/10/2025	Christina Alexis Mardock	$ 60.00	2023-4441	1/14/2025
1/9/2025	Scott Brandon Null	$ 60.00	2024-2324	1/14/2025
		$ 570.00		
Date	Payor	Amount	Case #	Deposit Date
1/15/2025	Grant Howard Adams	$ 60.00	2023-3081	1/16/2025
		$ 60.00		
Date	Payor	Amount	Case #	Deposit Date
1/17/2025	Malcolm Earl Simms	$ 500.00	2022-1643	1/23/2025
1/17/2025	Annarae Elizabeth Paz-Martel	$ 500.00	2023-0151	1/23/2025
		$ 1,000.00		

County Attorney **County Attorney Bank**

Williamson County Treasurer - HC

Disbursement Summary

Code Word	Description	(+) Collection Amount	(+) Previous Escrow	(-) Escrow Deductions	(-) Escrow Held	Disbursement Amount
CHKFEE	Check Fee	180.00	0.00	0.00	0.00	180.00

Disbursement Summary Totals	(+) Collection Amount	(+) Previous Escrow	(-) Escrow Deductions	(-) Escrow Held	Disbursement Amount
	180.00	0.00	0.00	0.00	180.00

Disbursement Detail

Check ID Number	Defendant	Code	(+) Collection Amount	(+) Previous Escrow	(-) Escrow Deductions	(-) Escrow Held	Disbursement Amount
24-00037	FLOYD, KELLY LEIGH (PID #: 352432)	CHKFEE	15.00	0.00	0.00	0.00	15.00
24-00043	Gershon, Leonard (PID #: 2038842)	CHKFEE	15.00	0.00	0.00	0.00	15.00
24-00050	Paxton, Edward Boyce (PID #: 2041012)	CHKFEE	15.00	0.00	0.00	0.00	15.00
24-00051	Rogers, Linda (PID #: 1022208)	CHKFEE	75.00	0.00	0.00	0.00	75.00
24-00052	THOMPSON, ALASTAIR KEITH (PID #: 547291)	CHKFEE	30.00	0.00	0.00	0.00	30.00
24-00053	THOMPSON, ALASTAIR KEITH (PID #: 547291)	CHKFEE	15.00	0.00	0.00	0.00	15.00
24-00054	THOMPSON, ALASTAIR KEITH (PID #: 547291)	CHKFEE	15.00	0.00	0.00	0.00	15.00
Totals:			**180.00**	**0.00**	**0.00**	**0.00**	**180.00**

PTI Fees January 2025

date	payor	amount	control #	deposit date	invoice #
12/31/2024	Joshua Christian Hill	$ 360.00	2023-3173	1/3/2025	1149
1/1/2025	Robert Lopez	$ 360.00	2023-4853	1/3/2025	1150
		$ 720.00			
date	**payor**	**amount**	**control #**	**deposit date**	**invoice #**
1/5/2025	Anna Marie Uechi	$ 360.00	2023-1662	1/6/2025	1149
1/3/2025	Devin Jay Jones	$ 80.00	2023-4838	1/6/2025	1149
1/3/2025	Disha Ashok-Girish	$ 360.00	2023-4935	1/6/2025	1149
		$ 800.00			
date	**payor**	**amount**	**control #**	**deposit date**	**invoice #**
1/6/2025	Porfirio Delgado-Guzman	$ 360.00	2023-4299	1/8/2025	1149
1/7/2025	Carlos Ponce Salinas	$ 360.00	2024-0281	1/8/2025	1149
1/6/2025	Juan Sostenes-Javier	$ 500.00	2024-0601	1/8/2025	1149
		$ 1,220.00			
date	**payor**	**amount**	**control #**	**deposit date**	**invoice #**
1/8/2025	Dequan Robinson Young	$ 360.00	2023-3483	1/10/2025	1149
1/9/2025	Ricardo Daniel Texeira	$ 500.00	2023-5168	1/10/2025	1149
1/9/2025	Jherica Cree Harrington	$ 360.00	2023-5410	1/10/2025	1150
1/9/2025	Brenton Michael Howard	$ 360.00	2024-1523	1/10/2025	1149
1/9/2025	Scott Brandon Null	$ 500.00	2024-2324	1/10/2025	1149
1/9/2025	Andrea Kathleen Jacinto	$ 500.00	2024-2658	1/10/2025	1149
		$ 2,580.00			
date	**payor**	**amount**	**control #**	**deposit date**	**invoice #**

1/10/2025	Desiree Rose Munoz	$ 500.00	2023-1333	1/13/2025	1149
1/10/2025	Christina Alexis Mardock	$ 360.00	2023-4441	1/13/2025	1149
1/10/2025	Dilan Karunamuni	$ 360.00	2024-0593	1/13/2025	1149
		$ 1,220.00			
date	**payor**	**amount**	**control #**	**deposit date**	**invoice #**
1/14/2025	Annette Marie Benson	$ 500.00	2024-0009	1/16/2025	1149
1/14/2025	Shelby Alexis Azevedo	$ 500.00	2024-1156	1/16/2025	
1/14/2025	Erick Morales	$ 500.00	2024-1560	1/16/2025	1150
		$ 1,500.00			
date	**payor**	**amount**	**control #**	**deposit date**	**invoice #**
1/15/2025	Michael Gremelle Trimmer	$ 360.00	2023-2494	1/17/2025	1149
1/15/2025	Grant Howard Adams	$ 500.00	2023-3081	1/17/2025	1149
1/15/2025	Jeong Heon Park	$ 360.00	2023-3676	1/17/2025	1149
1/15/2025	Landon Taylor	$ 360.00	2023-4137	1/17/2025	1150
1/15/2025	Jared Michael Zelmer, Jr	$ 500.00	2023-4564	1/17/2025	1149
1/15/2025	Christopher Rogers	$ 500.00	2023-4593	1/17/2025	1149
1/15/2025	Mattew Morales	$ 500.00	2023-4617	1/17/2025	1149
1/16/2025	Devin Jay Jones	$ 160.00	2023-4838	1/17/2025	1149
1/15/2025	Andrea Corpus-Angeles	$ 500.00	2023-5209	1/17/2025	1149
1/15/2025	Israel Vera	$ 360.00	2023-5362	1/17/2025	1149
1/15/2025	Miguel Angel Velazquez Varela	$ 360.00	2024-0314	1/17/2025	1149
1/15/2025	Delyn Buckner Tyson	$ 500.00	2024-0654	1/17/2025	1149
1/15/2025	Maria Maldonado Martinez	$ 500.00	2024-1093	1/17/2025	1149

1/15/2025	Brendan Tyler	$ 360.00	2024-1178	1/17/2025	1149
1/15/2025	Scott Gerald Sundgren	$ 500.00	2024-1303	1/17/2025	1150
1/15/2025	Colton Ray Taggart	$ 500.00	2024-1386	1/17/2025	1149
1/15/2025	Juan Martin Leonardo Perez	$ 500.00	2024-1528	1/17/2025	
1/15/2025	Alysia Jocylen Moreno	$ 500.00	2024-2153	1/17/2025	1150
1/15/2025	Anthony Henriquez	$ 360.00	2024-2466	1/17/2025	1149
		$ 8,180.00			
date	**payor**	**amount**	**control #**	**deposit date**	**invoice #**
1/17/2025	Elvin Bravo Vega	$ 360.00	2023-3929	1/22/2025	1149
1/18/2025	Thomas Gregory Walker	$ 360.00	2023-5091	1/22/2025	1149
1/19/2025	Alfredo Juarez Lopez	$ 300.00	2024-2107	1/22/2025	1150
1/17/2025	Santiago Nieves Chable	$ 360.00	2024-2355	1/22/2025	1149
		$ 1,380.00			
date	**payor**	**amount**	**control #**	**deposit date**	**invoice #**
1/23/2025	Alexander Caripe	$ 360.00	2023-3302	1/24/2025	1149
		$ 360.00			
date	**payor**	**amount**	**control #**	**deposit date**	**invoice #**
1/24/2025	Marco Valladares	$ 360.00	2023-3326	1/27/2025	1149
1/24/2025	Roman Perez-Martinez	$ 500.00	2023-3664	1/27/2025	1150
1/24/2025	Sabrina Devine	$ 360.00	2023-4255	1/27/2025	1150
1/24/2025	Alfredo Juarez-Lopez	$ 60.00	2024-2107	1/27/2025	1150
		$ 1,280.00			
date	**payor**	**amount**	**control #**	**deposit date**	**invoice #**

1/29/2025	Edwin Jose Perez	$ 350.00	2024-0697	1/31/2025	
1/30/2025	Lei Sun	$ 360.00	2024-1533	1/31/2025	1150
		$ 710.00			

Commissioners Court - Regular Session **17.**

Meeting Date: 04/15/2025

County Attorney February 2025 Monthly Report

Submitted For: D. Hobbs **Submitted By:** Stephanie Lloyd, County Attorney

Department: County Attorney

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action to approve the County Attorney February 2025 Monthly Report in compliance with Code of Criminal Procedure 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

February report

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/10/2025 11:37 AM
Form Started By: Stephanie Lloyd		Started On: 04/10/2025 11:23 AM
Final Approval Date: 04/10/2025		

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

Before me, the undersigned authority, on this day personally appeared Dee Hobbs, County Attorney, Williamson County, who, on his oath, stated that the attached report of money collected is a true and correct report for the month of February, 2025.

Dee Hobbs

DEE HOBBS
COUNTY ATTORNEY

On this 10th day of April, 2025, to certify which witness my hand and seal of office.

Stephanie J. Lloyd

NOTARY PUBLIC
In and for the State of Texas

NOTARY PUBLIC STATE OF TEXAS
STEPHANIE J. LLOYD
My Notary ID # 134027569
Expires October 21, 2026

GL Revenue Object	GL Revenue Fund	Receipt Source	Receipt Date	Receipt Number	Receipt Comment	Receipt Amount
207015	0100	CO ATTY	03-Feb-2025	35422	REC 2023-2694; 1/28/2025	$ 130.00
			04-Feb-2025	35429	REC 2024-1372; 2/4/2025	$ 327.00
			06-Feb-2025	35439	REC 2024-0311 ($50.00), 2024-1296 ($1193.87), 2024-1306 ($60.00), 2024-3026 ($60.00)	$ 1,363.87
			11-Feb-2025	35461	REC 2024-1975; 2/11/2025	$ 60.00
			18-Feb-2025	35480	REC 2023-5253, 2023-5393, 2023-5410; 2/18/2025	$ 180.00
			24-Feb-2025	35504	REC 2023-4684, 2023-5430, 2024-1602, 2024-1722, 2024-3660, 2024-5030; 2/20/2025	$ 903.00
		CO ATTY 1	27-Feb-2025	35523	REC 2022-2331-$1000; 2024-0468-$879.96; 2024-2467-$60.00; 2024-2782-$60.00; 2024-3322-$747.69; 2024-4647-$60.00	$ 2,807.65
		CO ATTY 2	13-Feb-2025	35471	REC 2024-1124; 2/13/2025	$ 60.00
			27-Feb-2025	35523	REC 2024-1373-$60.00	$ 60.00
207015 Total						**$ 5,891.52**
341300	0406	CO ATTY HC FEES	06-Feb-2025	35439	HOT CHECK FEES -JANUARY 2025	$ 195.00
341300 Total						**$ 195.00**
351000	0364	CO ATTY INTERVENTION	03-Feb-2025	35422	REC 2023-1732, 2024-0256; 1/29/2025	$ 860.00
			04-Feb-2025	35429	REC 2023-4254, 2023-4766, 2024-0697; 2/3/2025	$ 870.00
			05-Feb-2025	35433	REC 2024-0015, 2024-0515, 2024-3823; 2/5/2025	$ 1,360.00
			07-Feb-2025	35444	REC 20223-4316; 2/7/2025	$ 200.00
			10-Feb-2025	35453	REC 2023-3460, 2024-1975, 2024-3026; 2/10/2025	$ 1,500.00
			12-Feb-2025	35466	REC 2023-4766, 2023-4869, 2024-0031, 2024-1124; 2/12/2025	$ 1,080.00
			14-Feb-2025	35476	REC 2023-3894, 2023-4316, 2023-5393, 2024-1306, 2024-1619; 2/14/2025	$ 2,020.00
			21-Feb-2025	35497	REC 2023-4679, 2023-4684, 2023-5126, 2023-5404, 2023-5423, 2023-5430, 2024-0579, 2024-0887, 2024-1050, 2024-1602, 2024-1708, 2024-1747, 2024-2270, 2024-2827, 2024-3344, 2024-1373; 2/21/2025	$ 6,320.00
			26-Feb-2025	35517	REC 2024-4036; 2/26/2025	$ 360.00
			28-Feb-2025	35532	REC 2024-0294, 2023-4718, 2023-4913, 2023-5424, 2024-1077, 2024-1882, 2024-2692, 2024-2962, 2024-3269, 2024-3735, 2024-4074, 2024-4647; 2/28/2025	$ 5,300.00
		CO ATTY INTERVENTION 1	24-Feb-2025	35504	REC 2023-1608, 2023-2028, 2023-2933, 2023-4888, 2023-4914, 2024-0442, 2024-0556; 2/19/2025	$ 2,940.00
		CO ATTY INTERVENTION 2	24-Feb-2025	35504	REC 2024-0294, 2024-2467, 2024-2567, 2024-2782; 2/24/2025	$ 1,720.00
351000 Total						**$ 24,530.00**
352200	0100	CO ATTY 1	13-Feb-2025	35471	CAUSE#'S: 22-1085-CC2; 22-1086-CC2; 22-0466-CC5; 23-0476-CC5; 23-0519-CC5; 23-0524-CC5; 23-0526-CC5; 23-0530-CC5; 23-0531-CC5; 23-0540-CC5; 23-0574-CC3; 23-0576-CC3; 23-0578-CC3; 23-1631-CC2; 24-0834-CC2; 24-0835-CC2; 2/11/2025	$ 22,253.00
352200 Total						**$ 22,253.00**
Grand Total						**$ 52,869.52**

Criminal Restitution February 2025

Date	Payor	Amount	Case #	Deposit Date
1/27/2025	Steven Jarratt Mobley	$ 130.00	2023-2694	1/28/2025
		$ 130.00		
Date	Payor	Amount	Case #	Deposit Date
1/30/2025	Gregory Lee Grigsby	$ 327.00	2024-1372	2/4/2025
		$ 327.00		
Date	Payor	Amount	Case #	Deposit Date
2/5/2025	Peter Villatoro	$ 50.00	2024-0311	2/6/2025
2/5/2025	Navion Bernard Maxwell	$ 1,193.87	2024-1296	2/6/2025
2/5/2025	Joseph Talamantes	$ 60.00	2024-1306	2/6/2025
2/5/2025	Christian Alfonzo Rosales	$ 60.00	2024-3026	2/6/2025
		$ 1,363.87		
Date	Payor	Amount	Case #	Deposit Date
2/7/2025	Theresa Esperanza Garcia	$ 60.00	2024-1975	2/11/2025
		$ 60.00		
Date	Payor	Amount	Case #	Deposit Date
2/11/2025	Courtney Michelle Wiegel	$ 60.00	2024-1124	2/13/2025
		$ 60.00		
Date	Payor	Amount	Case #	Deposit Date
2/13/2025	Osvaldo Vasquez Hernandez	$ 60.00	2023-5253	2/18/2025
2/13/2025	Jose Atilio Prieto Romero	$ 60.00	2023-5393	2/18/2025
2/13/2025	Jherica Cree Harrington	$ 60.00	2023-5410	2/18/2025
		$ 180.00		
Date	Payor	Amount	Case #	Deposit Date
2/18/2025	Stephen Ray Gonzales	$ 60.00	2023-4684	2/20/2025
2/19/2025	Jeffrey Lee Kirn	$ 60.00	2023-5430	2/20/2025
2/19/2025	Gustavo Chavez Villalobos	$ 60.00	2024-1602	2/20/2025
2/18/2025	Janai Nashe Olagbegi	$ 200.00	2024-1722	2/20/2025
2/18/2025	Jonathan Everett Seeman	$ 200.00	2024-3660	2/20/2025
2/18/2025	Mukda Singh	$ 323.00	2024-5030	2/20/2025
		$ 903.00		
Date	Payor	Amount	Case #	Deposit Date

2/20/2025	Lupita Lopez	$ 1,000.00	2022-2331	2/25/2025
2/20/2025	Nathaniel William Ehsani	$ 879.96	2024-0468	2/25/2025
2/21/2025	Zachary Allen Cortinovis	$ 60.00	2024-2467	2/25/2025
2/21/2025	Jessie Earl Faglie, Jr	$ 60.00	2024-2782	2/25/2025
2/20/2025	Roderick Jonathan Carter, Jr	$ 747.69	2024-3322	2/25/2025
2/24/2025	James Paul Evans	$ 60.00	2024-4647	2/25/2025
		$ 2,807.65		
Date	Payor	Amount	Case #	Deposit Date
2/26/2025	Rajashekar Pasham	$ 60.00	2024-1373	2/27/2025
		$ 60.00		

Williamson County Treasurer - HC

Disbursement Summary

Code Word	Description	(+) Collection Amount	(+) Previous Escrow	(-) Escrow Deductions	(-) Escrow Held	Disbursement Amount
CHKFEE	Check Fee	195.00	0.00	0.00	0.00	195.00

Disbursement Summary Totals	(+) Collection Amount	(+) Previous Escrow	(-) Escrow Deductions	(-) Escrow Held	Disbursement Amount
	195.00	0.00	0.00	0.00	195.00

Disbursement Detail

Check ID Number	Defendant	Code	(+) Collection Amount	(+) Previous Escrow	(-) Escrow Deductions	(-) Escrow Held	Disbursement Amount
24-00056	Solis, Joseph (PID #: 2047989)	CHKFEE	75.00	0.00	0.00	0.00	75.00
24-00057	Lindsey, Kimberly (PID #: 449269)	CHKFEE	15.00	0.00	0.00	0.00	15.00
24-00058	Lindsey, Kimberly (PID #: 449269)	CHKFEE	30.00	0.00	0.00	0.00	30.00
24-00059	Lindsey, Kimberly (PID #: 449269)	CHKFEE	15.00	0.00	0.00	0.00	15.00
25-00002	MCGRAW, PAULINE (PID #: 521316)	CHKFEE	30.00	0.00	0.00	0.00	30.00
25-00003	WILSON, VICTOR GRAYSON (PID #: 112960)	CHKFEE	30.00	0.00	0.00	0.00	30.00
Totals:			**195.00**	**0.00**	**0.00**	**0.00**	**195.00**

PTI Fees February 2025

date	payor	amount	control #	deposit date
1/27/2025	Dedrick Deon Harrington	$ 500.00	2023-1732	1/29/2025
1/28/2025	Claudia Maria Pereda	$ 360.00	2024-0256	1/29/2025
		$ 860.00		
date	**payor**	**amount**	**control #**	**deposit date**
1/31/2025	Malique Elijah Lofton	$ 360.00	2023-4254	2/3/2025
2/1/2025	Arhant Pradhan	$ 500.00	2023-4766	2/3/2025
1/31/2025	Edwin Jose Perez	$ 10.00	2024-0697	2/3/2025
		$ 870.00		
date	**payor**	**amount**	**control #**	**deposit date**
2/3/2025	Sebastian Anthony Olivo	$ 500.00	2024-0015	2/5/2025
2/3/2025	Luis Valenzuela Gonzalez	$ 360.00	2024-0515	2/5/2025
2/3/2025	Karina Orona	$ 500.00	2024-3823	2/5/2025
		$ 1,360.00		
date	**payor**	**amount**	**control #**	**deposit date**
2/5/2025	Leigh Meredith Aguilar	$ 200.00	2023-4316	2/7/2025
		$ 200.00		
date	**payor**	**amount**	**control #**	**deposit date**
2/7/2025	Thomas J Tatum	$ 500.00	2023-3460	2/10/2025
2/7/2025	Theresa Esperanza Garcia	$ 500.00	2024-1975	2/10/2025

2/7/2025	Christian Alfonzo Rosales	$ 500.00	2024-3026	2/10/2025
		$ 1,500.00		
date	**payor**	**amount**	**control #**	**deposit date**
2/11/2025	Arhant Pradhan	$ (140.00)	2023-4766	2/12/2025
2/11/2025	Juan Diego Coronado	$ 500.00	2023-4869	2/12/2025
2/11/2025	Fabian Gonzalez	$ 360.00	2024-0031	2/12/2025
2/11/2025	Courtney Michelle Wiegel	$ 360.00	2024-1124	2/12/2025
		$ 1,080.00		
date	**payor**	**amount**	**control #**	**deposit date**
2/12/2025	Deigo Cervantes Bautista	$ 500.00	2023-3894	2/14/2025
2/12/2025	Leigh Meredith Aguilar	$ 300.00	2023-4316	2/14/2025
2/13/2025	Jose Atillo Prieto Romero	$ 500.00	2023-5393	2/14/2025
2/12/2025	Joseph Talamantes	$ 360.00	2024-1306	2/14/2025
2/13/2025	Noah James Fredlund	$ 360.00	2024-1619	2/14/2025
		$ 2,020.00		
date	**payor**	**amount**	**control #**	**deposit date**
2/14/2025	Franklin Calderon	$ 500.00	2023-1608	2/19/2025
2/18/2025	Yandel Blanco-Carrero	$ 360.00	2023-2028	2/19/2025
2/18/2025	Oralia Berenice Reyes Gonzalez	$ 500.00	2023-2933	2/19/2025
2/18/2025	Deshaad Ramon Tolbert	$ 360.00	2023-4888	2/19/2025

2/14/2025	Jawaun O'Neil Perteet	$ 360.00	2023-4914	2/19/2025
2/17/2025	Richard Zavala	$ 360.00	2024-0442	2/19/2025
2/15/2025	Kyler Blake Hobbs	$ 500.00	2024-0556	2/19/2025
		$ 2,940.00		
date	**payor**	**amount**	**control #**	**deposit date**
2/19/2025	Naga Sirisha Yenuganti	$ 360.00	2023-4679	2/21/2025
2/19/2025	Stephen Ray Gonzales	$ 500.00	2023-4684	2/21/2025
2/20/2025	Rosalynn Brooks	$ 360.00	2023-5126	2/21/2025
2/19/2025	Elyin Mendez Ballesteros	$ 500.00	2023-5404	2/21/2025
2/19/2025	Ashley Falcon	$ 360.00	2023-5423	2/21/2025
2/19/2025	Jeffrey Lee Kirn	$ 360.00	2023-5430	2/21/2025
2/19/2025	Matthew Ramiro Morin	$ 360.00	2024-0579	2/21/2025
2/19/2025	Tanner Lea Gilbreath	$ 500.00	2024-0887	2/21/2025
2/19/2025	Osman David Andino Rios	$ 360.00	2024-1050	2/21/2025
2/19/2025	Gustavo Chavez Villalobos	$ 360.00	2024-1602	2/21/2025
2/19/2025	Atulkumar S Patel	$ 360.00	2024-1708	2/21/2025
2/19/2025	Ruben Lopez-Perez	$ 360.00	2024-1747	2/21/2025
2/19/2025	Angel Martinez	$ 500.00	2024-2270	2/21/2025
2/19/2025	Chioma Thelma Powers	$ 360.00	2024-2827	2/21/2025
2/20/2025	Rajashekar Pasham	$ 360.00	2024-1373	2/21/2025

2/19/2025	Rachael Clark	$ 360.00	2024-3344	2/21/2025
		$ 6,320.00		
date	**payor**	**amount**	**control #**	**deposit date**
2/21/2025	Steven Dale Spencer	$ 360.00	2024-1049	2/24/2025
2/21/2025	Zachary Allen Cortinovis	$ 500.00	2024-2467	2/24/2025
2/22/2025	Alexis Michelle Urch	$ 500.00	2024-2567	2/24/2025
2/21/2025	Jesie Earl Faglie, Jr	$ 360.00	2024-2782	2/24/2025
		$ 1,720.00		
date	**payor**	**amount**	**control #**	**deposit date**
2/24/2025	Darryl Earl McKinley	$ 360.00	2024-4036	2/26/2025
		$ 360.00		
date	**payor**	**amount**	**control #**	**deposit date**
2/27/2025	Jordan Frazier	$ 360.00	2024-0294	2/28/2025
2/27/2025	Marcin Rafal Kordonski	$ 500.00	2023-4718	2/28/2025
2/27/2025	Wilson Morales Lemus	$ 500.00	2023-4913	2/28/2025
2/27/2025	Bryce Aaron Wellman	$ 500.00	2023-5424	2/28/2025
2/27/2025	Trevor Cohen Beltran	$ 360.00	2024-1077	2/28/2025
2/27/2025	Kelly Ann Wendt	$ 500.00	2024-1882	2/28/2025
2/27/2025	Dylan Joseph Ackelbein	$ 500.00	2024-2692	2/28/2025
2/27/2025	Ray Nicholas Lopez	$ 500.00	2024-2962	2/28/2025

2/27/2025	Artemio Rodas-Gonzalez	$ 500.00	2024-3269	2/28/2025
2/27/2025	Rosabelle Pong	$ 360.00	2024-3735	2/28/2025
2/27/2025	Ascencion Sean Perez	$ 360.00	2024-4074	2/28/2025
2/27/2025	James Paul Evans	$ 360.00	2024-4647	2/28/2025
		$ 5,300.00		

Commissioners Court - Regular Session **18.**

Meeting Date: 04/15/2025

County Attorney March 2025 Monthly Report

Submitted For: D. Hobbs **Submitted By:** Stephanie Lloyd, County Attorney

Department: County Attorney

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action to approve the County Attorney March 2025 Monthly Report in compliance with Code of Criminal Procedure 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

March report

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/10/2025 11:36 AM
Form Started By: Stephanie Lloyd		Started On: 04/10/2025 11:25 AM
Final Approval Date: 04/10/2025		

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

Before me, the undersigned authority, on this day personally appeared Dee Hobbs, County Attorney, Williamson County, who, on his oath, stated that the attached report of money collected is a true and correct report for the month of March, 2025.

Dee Hobbs

DEE HOBBS
COUNTY ATTORNEY

On this 10th day of April, 2025, to certify which witness my hand and seal of office.

Stephanie J. Lloyd

NOTARY PUBLIC
In and for the State of Texas

NOTARY PUBLIC STATE OF TEXAS
STEPHANIE J. LLOYD
My Notary ID # 134027569
Expires October 21, 2026

GL Revenue Object	GL Revenue Fund	Receipt Source	Receipt Date	Receipt Number	Receipt Comment	Receipt Amount
207015	0100	CO ATTY	04-Mar-2025	35546	RESTITUTION: 2023-4700 ($102.14), 2023-5327 ($192.99), 2023-5424 ($60.00), 2024-2962 ($60.00); 3/4/2025	$ 415.13
			10-Mar-2025	35569	REC 2023-4038, 2024-2494; 3/6/2025	$ 160.00
			13-Mar-2025	35588	REC 2024-2567 ($60), 2024-2985 ($60), 2025-0146 ($1850), 2025-0146 ($1); 3/13/25	$ 1,971.00
			18-Mar-2025	35605	REC 2025-0146, 2023-5067, 2024-1081, 2024-1156, 2024-3733; 3/18/2025	$ 239.00
			20-Mar-2025	35617	REC 2024-1260; 3/20/2025	$ 60.00
		CO ATTY 1	27-Mar-2025	35650	REC 2024-2081 ($115.81); 2024-5188 ($500.00); 3/25/2025	$ 615.81
		CO ATTY 2	27-Mar-2025	35650	REC 2024-1870 ($750.00)	$ 750.00
207015 Total						**$ 4,210.94**
351000	0364	CO ATTY INTERVENTION	03-Mar-2025	35541	REC 2024-0294, 2024-1410; 3/3/2025	$ 140.00
			05-Mar-2025	35551	REC 2024-2494; 3/5/2025	$ 500.00
			11-Mar-2025	35575	REC 2023-3600, 2024-1308, 2024-2571; 3/10/2025	$ 1,360.00
			14-Mar-2025	35594	REC 2023-4613, 2024-0080, 2024-1312, 2024-1781, 2024-2012, 2024-2985, 2024-3733; 3/14/2025	$ 3,360.00
			18-Mar-2025	35605	REC 2023-4380, 2023-5067, 2024-0228, 2024-1081, 2024-4220; 3/17/2025	$ 2,220.00
			19-Mar-2025	35612	REC 2024-1005, 2024-1260, 2024-2283; 3/17/2025	$ 1,360.00
			26-Mar-2025	35638	REC 2024-0175, 2024-0294, 2024-0495, 2024-0860; 3/26/2025	$ 1,580.00
		CO ATTY INTERVENTION 1	24-Mar-2025	35628	REC 2024-2570; 3/21/2025	$ 500.00
			31-Mar-2025	35665	REC 2023-3119; 2023-5036; 2024-1013; 3/28/2025	$ 1,220.00
		CO ATTY INTERVENTION 2	24-Mar-2025	35628	REC 2023-2082, 2023-5461, 2024-1382; 3/24/2025	$ 1,080.00
			31-Mar-2025	35665	REC 2023-4443; 3/31/2025	$ 500.00
351000 Total						**$ 13,820.00**
352200	0100	CO ATTY 3	17-Mar-2025	35600	CK# 220232967, CAUSE# 23-0666-CC3; CHANTAY NICOLE DONAWAY	$ 2,500.00
352200 Total						**$ 2,500.00**
Grand Total						**$ 20,530.94**

Criminal Restitution March 2025

Date	Payor	Amount	Case #	Deposit Date
2/28/2025	Sara Lynn Barber	$ 102.14	2023-4700	3/4/2025
2/28/2025	Sara Lynn Barber	$ 192.99	2023-5327	3/4/2025
2/27/2025	Bryce Aaron Wellman	$ 60.00	2023-5424	3/4/2025
2/27/2025	Ray Nicholas Lopez	$ 60.00	2024-2962	3/4/2025
		$ 415.13		
Date	Payor	Amount	Case #	Deposit Date
3/5/2025	Mavis Chase	$ 100.00	2023-4038	3/6/2025
3/4/2025	Brian Christopher Sellman	$ 60.00	2024-2494	3/6/2025
		$ 160.00		
Date	Payor	Amount	Case #	Deposit Date
3/12/2025	John David Hinkel	$ 1.00	2025-0146	3/13/2025
3/12/2025	Alexis Michelle Urch	$ 60.00	2024-2567	3/13/2025
3/12/2025	Isaiah Cole Allred	$ 60.00	2024-2985	3/13/2025
3/12/2025	John David Hinkel	$ 1,850.00	2025-0146	3/13/2025
		$ 1,971.00		
Date	Payor	Amount	Case #	Deposit Date
3/13/2025	John David Hinkel	$ (1.00)	2025-0146	3/18/2025
3/14/2025	Christian Figueroa Graciano	$ 60.00	2023-5067	3/18/2025
3/16/2025	Bailey Michelle Myers	$ 60.00	2024-1081	3/18/2025
3/17/2025	Shelby Alexis Azevedo	$ 60.00	2024-1156	3/18/2025
3/13/2025	Sarah Janette Wilder Otoole	$ 60.00	2024-3733	3/18/2025
		$ 239.00		
Date	Payor	Amount	Case #	Deposit Date
3/18/2025	William Trevor Maxey	$ 60.00	2024-1260	3/19/2025
		$ 60.00		
Date	Payor	Amount	Case #	Deposit Date
3/24/2025	Anthony Giovannie Stokes	$ 115.81	2024-2081	3/25/2025
3/24/2025	Donald Brian James	$ 500.00	2024-5188	3/25/2025
		$ 615.81		
Date	Payor	Amount	Case #	Deposit Date
3/25/2025	Davino Ramirez Castillo	$ 750.00	2024-1870	3/27/2025
		$ 750.00		

PTI Fees March 2025

date	payor	amount	control #	deposit date
2/28/2025	Jordan Frazier	$ (360.00)	2024-0294	3/3/2025
2/28/2025	Amalia Jimenez-Arcos	$ 500.00	2024-1410	3/3/2025
		$ 140.00		
date	**payor**	**amount**	**control #**	**deposit date**
3/4/2025	Brian Sellman	$ 500.00	2024-2494	3/5/2025
		$ 500.00		
date	**payor**	**amount**	**control #**	**deposit date**
3/5/2025	Elda Evellia Villareal	$ 500.00	2023-3600	3/10/2025
3/5/2025	Ursula Denise Alexander	$ 500.00	2024-1308	3/10/2025
3/5/2025	Bailey Jean Crabtree	$ 360.00	2024-2571	3/10/2025
		$ 1,360.00		
date	**payor**	**amount**	**control #**	**deposit date**
3/13/2025	Tri Cong Lau	$ 500.00	2023-4613	3/14/2025
3/13/2025	Janat Hussain	$ 500.00	2024-0080	3/14/2025
3/13/2025	Javier Carbaja-Perez	$ 360.00	2024-1314	3/14/2025
3/13/2025	Melissa Kari Larson	$ 500.00	2024-1781	3/14/2025
3/13/2025	An Kun Yu	$ 500.00	2024-2012	3/14/2025
3/13/2025	Isaiah Cole Allred	$ 500.00	2024-2985	3/14/2025
3/13/2025	Sarah Janette Wilder Otoole	$ 500.00	2024-3733	3/14/2025

		$ 3,360.00		
date	**payor**	**amount**	**control #**	**deposit date**
3/14/2025	Morgen David Peplinski	$ 500.00	2023-4380	3/17/2025
3/14/2025	Christian Figueroa Graciano	$ 360.00	2023-5067	3/17/2025
3/14/2025	Marissa Marisol Castellanos	$ 500.00	2024-0228	3/17/2025
3/16/2025	Bailey Michelle Myers	$ 360.00	2024-1081	3/17/2025
3/14/2025	Natalia Kulmenova Stephenson	$ 500.00	2024-4220	3/17/2025
		$ 2,220.00		
date	**payor**	**amount**	**control #**	**deposit date**
3/17/2025	Reece Curry Mitchell	$ 500.00	2024-1005	3/19/2025
3/17/2025	William Trevor Maxey	$ 500.00	2024-1260	3/19/2025
3/17/2025	Victoriano Jaimes Nunez	$ 360.00	2024-2282	3/19/2025
		$ 1,360.00		
date	**payor**	**amount**	**control #**	**deposit date**
3/19/2025	Sandro Reyes Madrigal	$ 500.00	2024-2570	3/21/2025
		$ 500.00		
date	**payor**	**amount**	**control #**	**deposit date**
3/23/2025	Bryce Alexander Colzie	$ 360.00	2023-2082	3/24/2025
3/23/2025	Jerald Jermaine Walker	$ 360.00	2023-5461	3/24/2025
3/23/2025	Daniel Ray Cave	$ 360.00	2024-1382	3/24/2025

		$ 1,080.00		
date	**payor**	**amount**	**control #**	**deposit date**
3/24/2025	Clark Ryan Walden	$ 360.00	2024-0175	3/26/2025
3/24/2025	Jordan Frazier	$ 360.00	2024-0294	3/26/2025
3/24/2025	Harlon Lamonte Fletcher	$ 500.00	2024-0495	3/26/2025
3/24/2025	Joshua Elias Zamora	$ 360.00	2024-0860	3/26/2025
		$ 1,580.00		
date	**payor**	**amount**	**control #**	**deposit date**
3/26/2025	Deandrell Christopher Burleson	$ 500.00	2023-3119	3/28/2025
3/27/2025	Mark Andrew Weber	$ 360.00	2023-5036	3/28/2025
3/27/2025	Jason A Amezquita	$ 360.00	2024-1013	3/28/2025
		$ 1,220.00		
date	**payor**	**amount**	**control #**	**deposit date**
3/28/2025	Marisol Frias	$ 500.00	2023-4443	3/31/2025
		$ 500.00		

Commissioners Court - Regular Session **19.**

Meeting Date: 04/15/2025

Optum Class Action Service Agreement

Submitted For: Allen Frederick **Submitted By:** Shelley Loughrey, Human Resources

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving and ratifying the Class Action Service Agreement with Optum, Inc. a subsidiary of UnitedHealth Group, Williamson County's health benefits third party administrator, regarding the Walgreens Class Action Settlement.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Optum Class Action Service Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/10/2025 11:14 AM
Human Resources (Originator)	Shelley Loughrey	04/10/2025 11:19 AM
Form Started By: Shelley Loughrey		Started On: 04/10/2025 09:37 AM
Final Approval Date: 04/10/2025		

Class Action Service Agreement

Walgreens
Class Action Settlement

I, **Valerie Covey, Williamson County Commissioner, Precinct Three and Presiding Officer of the Williamson County Commissioners Court,** being duly authorized by **Williamson County, Texas**, request that Optum file a claim and take required actions to establish that claim in the Walgreens class action settlement. It is agreed that a fee of 18% of any settlement proceeds will be deducted prior to payment to company.

Please return a completed and signed copy of this form to optumantitrust@optum.com by April 10, 2025.

Company Name: **Williamson County, Texas**

FEIN: 74-6000978

Policy Number(s): 911463

Signature: Valerie Covey

Date: 04/09/2025

Commissioners Court - Regular Session **20.**

Meeting Date: 04/15/2025

Animal Shelter Donations BA Rev 04.15.25

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 acknowledging additional revenues for the Williamson County Regional Animal Shelter Donation Fund.

Background

This is for donation collections from January 2025 through March 2025.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0546.0000.361300	Interest, Investments	$12,941.59
	0546.0000.367404	Animal Shelter Donations	$85,581.40
	0546.0000.367440	Jane's Fund Donations	$3,925.00
	0546.0000.367442	Play Yard Donations	$186.00
	0546.0000.367443	Heart Worm Trmt Donations	$251.00
	0546.0000.367445	SIT Team Donations	$330.00
	0546.0000.367447	Animal Transport Donations	$1,111.00
	0546.0000.367448	Kitten Care Donations	$1,630.00
	0546.0000.370150	Sales of Pet Care Products	$916.66

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/10/2025 10:48 AM
Form Started By: Ganae Hempe		Started On: 04/09/2025 01:24 PM
Final Approval Date: 04/10/2025		

Commissioners Court - Regular Session **21.**

Meeting Date: 04/15/2025

Animal Shelter Donations BA Exp 04.15.25

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 acknowledging additional expenditures for the Williamson County Regional Animal Shelter Donation Fund.

Background

This is for donation collections from January 2025 through March 2025.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0546.0546.001100	Salary	$20,036.58
	0546.0546.002010	FICA	$1,380.43
	0546.0546.002020	Retirement	$3,215.84
	0546.0546.002030	Insurance	$4,050.00
	0546.0546.003510	Purchases for Resale	$1,042.96
	0546.0546.003670	Use of Donations	$68,689.74
	0546.0546.004100	Professional Services	$4,465.78
	0546.0546.004105	Foster Home Care	$1,854.58
	0546.0546.004231	Travel	$1,264.07
	0546.0546.004232	Training	$375.47
	0546.0546.004509	Facility Enhancements	$211.63

	0546.0546.004975	Animal Medical Care	$285.58

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/10/2025 09:06 AM
Form Started By: Ganae Hempe		Started On: 04/09/2025 02:17 PM
Final Approval Date: 04/10/2025		

Commissioners Court - Regular Session **22.**

Meeting Date: 04/15/2025

Approval of Services and Goods Contract through Contract #2025198 for RRCP Property Fencing - Bypass Side with Falkenberg Construction Company Inc. for Parks and Recreation

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Services and Goods Contract #2025198 with Falkenberg Construction Company Inc. for the RRCP Property Fencing - Bypass Side, pursuant to BuyBoard Contract #728-24, at the River Ranch County Park for Parks and Recreation, in the amount of $62,983.04, and authorize execution of this agreement, the funding source is P594.

Background

This Service Contract #2025198 between Williamson County and Falkenberg Construction Company Inc. is for the RRCP Property Fencing - Bypass Side through BuyBoard Contract #728-04, at the River Ranch County Park, located at 194 Reveille Way, Liberty Hill, TX 78642. Funding Source is P594. The Origination ID #2453 and the Point of Contact is Robert Moss.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2025198 Falkenberg Construction Co

Form 1295 Falkenberg Construction Co

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/09/2025 02:30 PM
County Judge Exec Asst.	Andrea Schiele	04/09/2025 03:34 PM
Form Started By: Vickie Johnson		Started On: 04/07/2025 08:28 AM
Final Approval Date: 04/09/2025		

Docusign Envelope ID: 1E19FF95-6170-42FF-802F-ED2604D995B9

WILLIAMSON COUNTY
SERVICES AND GOODS CONTRACT
FALKENBERG CONSTRUCTION CO., INC.
(Proposal No. 508.25 R1)

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 GOODS 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 **Falkenberg Construction Co., 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 services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The service includes the work described in the attached Proposal No. 508.25 R1 being marked as **Exhibit "A,"** which is incorporated herein.

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.

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II.

Goods: Service Provider shall supply the County the goods described in Exhibit "A," 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 Exhibit "A,", such additional goods shall be described in a separate written amendment 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 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 October 31, 2025, however this date may be amended at the sole discretion of the County. Upon successful completion of the services as described in Exhibit "A", this contract shall automatically terminate without further obligation from either party, except as otherwise expressly provided herein.

IV.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum as set out in **Exhibit"A"** and in accordance with ByBoard COOP contract number 725-24. The not-to-exceed amount for the life of this contract shall be Sixty-Two Thousand Nine Hundred Eighty-Three Dollars and Four Cents ($62,983.04).

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.

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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.

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IV.

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.

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Additionally, the parties 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.

IV.

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.

Docusign Envelope ID: 1E19FF95-6170-42FF-802F-ED2604D995B9

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

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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 Proposal No. 508.25 R1, marked as **Exhibit "A"**;
B. The cooperative purchasing BuyBoard Contract No.: 728-24, incorporated by reference;
C. Insurance certificates evidencing coverages required herein above and
D. Any Amendments agreed to by both parties.

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

XXII.

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

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

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
County Judge/Presiding Officer

Date: _____,_____ 20___

FALKENBERG CONSTRUCTION CO., INC.:

DocuSigned by:
00B8142C0830456...
Authorized Signature

John E. Castro
Printed Name

Date: April ,4 20 25

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Exhibit "A"
Proposal No. 508.25 R1

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falkenberg
CONSTRUCTION CO., INC.
2435 109TH ST. | GRAND PRAIRIE, TX. 75050
T.214-324-4779 FALKENBERGCONSTRUCTION.COM

March 24, 2025

Williamson County Parks
194 Reveille Way
Liberty Hill, TX 78642

Proposal No.: [redacted]

Reference: River Ranch Property Fencing - Bypass Side

Contract No.: Buy Board 728-24

Attention: Robert Moss

We propose to furnish labor, material and equipment for the River Ranch Property Fencing - Bypass Side project for the sum as follows:

Proposal Breakdown		
RS Means Cost		**$62,700.89**
Coefficient	**0.98**	**$1,254.02**
Sub Total		**$61,446.87**
Bond	**2.5%**	**$1,536.17**
PROPOSAL TOTAL		**$62,983.04**

Sixty-Two Thousand Nine Hundred Eighty-Three and 04/100 ---------- Dollars

I. Documents:
A. Drawing Numbers:NA
B. Specifications: N/A

II. Scope of Work:
Remove 2600' of existing fencing on Bypass Side
- Remove all wire and post
- Remove trees in fence line except big oaks
- Haul off all wire and any brush with wire
- Pile brush only

Construct 2600' of new fence on Bypass Side
- 949-12 high tensile net wire
- New 2 3/8" pipe
- 1 barb wire on top, high tensile 2 pt
- 2 water gaps
- Daily Clean Up
- Final Clean Up

III. Exclusions:
Sales tax, overtime, permit fees
MEP Work
Any work outside of pre-discussed scope
Daily Jobsite Supervision

IV. Clarifications:
This Proposal will remain in effect for a period of (30) Days

Thank you for the opportunity to bid this and any future projects.

Sincerely,

Falkenberg Construction Co., Inc.

Kady Williams
Construction Manager

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:
2025-1290308

Date Filed:
04/02/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Falkenberg Construction Co., Inc.
Grand Prairie, 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.
Willamson 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.
508.25 R1
River Ranch Property Fencing - Bypass Side

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Castro, John	Grand Prairie, TX United States	X	
Gomez, Moses	Grand Prairie, TX United States	X	
Arnold, Chris	Grand Prairie, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Chris Arnold, and my date of birth is [redacted]

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

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

Executed in Dallas County, State of Texas, on the 2nd day of April (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:
2025-1290308

Date Filed:
04/02/2025

Date Acknowledged:
04/07/2025

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

Falkenberg Construction Co., Inc.
Grand Prairie, 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.

Willamson 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.

508.25 R1
River Ranch Property Fencing - Bypass Side

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Castro, John	Grand Prairie, TX United States	X	
Gomez, Moses	Grand Prairie, TX United States	X	
Arnold, Chris	Grand Prairie, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

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

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

Commissioners Court - Regular Session **23.**

Meeting Date: 04/15/2025

Approval of Service Agreement with Cequel Communications LLC d/b/a Optimum for Internet Access at Central Texas Treatment Center by Information Services

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Service Contract #2025186 between Williamson County and Cequel Communication, LLC d/b/a Optimum for Optical Internet Access service for the monthly amount of $750.00 and authorizing the execution of the service contract.

Background

The approval of this Service Agreement will benefit the Williamson County IT department. Three quotes were obtained and Optimum was agreed to be the best value with the county already utilizing Optimum internet. This agreement is adding internet service to the Central Texas Treatment Center "CTTC" located at 601 North Alligator Street, Granger, Texas 76530. Optimum for Optical Internet Access is service with access at 1G and 1 Gb. Optimum is a more reliable and lightning-fast internet service at twice the speeds than the current internet service through ZochNet. With the monthly cost of $750.00, with a three-year contract. The funding source is 01.0100.0503.004210 for FY25. Origination #2385. The department's point of contact is Chris Ball. The vendor is publicly traded. Therefore, a 1295 form is not needed.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Optimum Service Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/09/2025 11:46 AM
County Judge Exec Asst.	Andrea Schiele	04/09/2025 01:58 PM
Form Started By: Sandra Malcolm		Started On: 03/25/2025 01:33 PM
Final Approval Date: 04/09/2025		

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optimum.

PROPERTY ACCESS AGREEMENT

Cequel Communications, LLC ("Optimum") having its principal address located at 1111 Stewart Avenue, Bethpage, NY 11714 Attn: New Market Development Group

OWNER INFORMATION ("Owner")
Legal Name: Williamson County ITS
Owner Address: 601 North Alligator St Granger, TX 76530
Phone Number: 512-943-1108
Email: _thomas.gillespie@wilcotx.gov

For Service At (Address): 601 North Alligator St Granger, TX 76530

Owner grants permission to Optimum, and or any of its affiliated entities, to attach, install, maintain, operate, upgrade and remove cable and other Optimum brand broadband related equipment and devices ("Equipment") to the building(s) listed at the above address ("Premises"), in order to provide Optimum broadband communication services, by cable or wireless, to tenants at the Premises and to buildings in the area. Owner hereby gives consent to Optimum to utilize any existing conduits at the above address to install and provide Optimum communications services. If at a future date, Owner determines that their existing conduit needs to be relocated, Owner shall hold Optimum harmless for any costs associated with relocation of said conduit.

In addition, Owner grants Optimum a right of reasonable access within the Premises to connect, disconnect, perform maintenance and change Optimum service to units during normal business hours, or as otherwise agreed upon between Optimum and the tenant at the Premises.

Optimum agrees to indemnify and hold harmless Owner for any damage caused by Optimum in the installation, operation, or removal of its Optimum Equipment. Optimum further agrees to promptly repair any damage that directly results from the installation, maintenance, or removal of its Equipment.

All Equipment shall remain the property of Optimum. Upon termination of Optimum's service to Premises, Optimum shall have the option to remove its Equipment, render it inoperable or leave any or all of it in place. Such Equipment may not be utilized by any third party without the express prior written consent of Optimum.

Optimum's rights hereunder shall remain in effect for a period of five (5) years commencing upon execution of this Property Access Agreement by Optimum. Thereafter, this Property Access Agreement shall automatically renew for additional one (1) year periods unless terminated by either party upon thirty (30) days written notice prior to the date on which this Property Access Agreement would have otherwise renewed.

This Property Access Agreement and all of the provisions hereof shall be binding upon the parties hereto and their respective successors and assigns. Owner may assign this Property Access Agreement upon transfer of the Premises upon prior written notice to Optimum.

The signatories hereto represent that they have the legal right, power and authority to enter into this Property Access Agreement on behalf of the parties and to bind such parties to perform their respective obligations hereunder.

Cequel Communications, LLC	OWNER LEGAL ENTITY NAME
Signed by: M Cole Hamilton FBB3EEBB73AC48F...	
By:	By:
Name (Print): M Cole Hamilton	Name:
Title: Mgr New Build	Title:

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Date: 3/25/2025 Date:

Docusign Envelope ID: 8BF6A7CB-BF9F-4D03-AC3F-00CA14B7C4DF

Docusign Envelope ID: 2E1F13DD-E433-4300-9D7C-DDBC5544627D

optimum business

Service Agreement/ Order Form

Date: 3/19/2025

Customer Information

Customer Status: New Customer

Customer Name: WILLIAMSON COUNTY ITS

Billing Address:	301 SE Inner Loop STE 105		Georgetown	Texas	78626
	Street Address	*Suite*	*City*	*State*	*Zip Code*

Billing Contact:	Tammy McCulley	*Phone*	512-943-1455	*Email*	tammy.mcculley@wilcotx.gov
Order Contact:	Thomas Gillespie	*Phone*	512-943-1108	*Email*	thomas.gillespie@wilco.org
Optimum Contact:	Noe Perez	*Phone*	(512) 808-3465	*Email*	noe.perez@alticeusa.com

Optimum Services

The above Customer agrees to the ordering of the following Services:

Order Type: ADD Service Location Type: New Build 'A' Location: 601 N ALLIGATOR ST, GRANGER, TX 76530 Demarc: main floor IT closet	Account #: Service Location Type: 'Z' Location: Demarc: Type II: ☐

		Individual Monthly Recurring Charge	*Quantity*	*Total Monthly Recurring Charge*	*Non Recurring Charge*
1	Optical Internet Access 1G 1Gb	$750.00	1	$750.00	$0.00
2	Fiber IPv4 30-1	$0.00	1	$0.00	$0.00

Service Term:	3 years
Total Monthly Recurring Charge:	$750.00
Total Installation Charge:	$0.00

For Internal Use Only

Remarks

Terms and Conditions

CSC Holdings, LLC on behalf of its wholly owned subsidiaries, Cequel Communications, LLC. ("Optimum" or "Optimum Business") and Customer acknowledge and agree to be bound by the Terms and Conditions attached hereto and/or set forth at https://www.optimum.com/terms-of-service/business Customer will be responsible for the rates listed on the Service Agreement form and all applicable local, state and federal taxes, charges and assessments along with any other applicable charges. Customers purchasing Optimum Business Hosted Voice Service (on Fiber) are also subject to Business Hosted Additional T&C's for Fiber and Exhibits attached hereby and made part of this Agreement
Notice Regarding E911 Services. While your Optimum Phone Service may be supported by a battery backup, it is electrically powered. In the event of a power outage or Optimum network failure, 911 services will not be available. You are prohibited from moving the phone modem from the address where it was installed. If you move the phone modem, the 911 service may not function properly and emergency operators will not be able to identify the caller's location.
By signing this Agreement; (i) you represent that you are the Customer or Customer's authorized agent; (ii) you agree that you have received a copy of and have been given an opportunity to review this Commercial Service Order and Agreement, (iii) you agree to the terms and conditions of the Commercial Service Agreement; (iv) you acknowledge that you have read and understood the Notice Regarding 911 Services above;. This Agreement shall not be deemed effective until it has been executed by both parties.

Agreed by:

Customer		Cequel Communications, LLC (Optimum Business)	
Authorized Signature:		Authorized Signature:	DocuSigned by: HOLLY THEDFORD EED66E82D753451...
Print Name:		Print Name:	HOLLY THEDFORD
Title:		Title:	Regional Sales Manager
Date:		Date:	3/25/2025
Email:			
Phone:			

Docusign Envelope ID: 8BF6A7CB-BF9F-4D03-AC3F-00CA14B7C4DF

General Terms and Conditions of Service (Business)

Subscriber ("Customer" or "Subscriber") agree to be bound to these General Terms and Conditions of Service ("Terms of Service" or "Agreement") with respect to all Optimum services ("Service(s)") provided by CSC Holdings, LLC and its affiliates and subsidiaries including Cequel Communications authorized to provide the services set forth herein (collectively, "Optimum"), as well as the additional terms of service applicable to the specific Optimum services and/or features to which customer subscribes or have access, as are set forth at www.optimum.net and may be updated from time to time, including the additional terms applicable to Optimum TV, Optimum Online, Optimum WiFi, Optimum Voice, support services, mobile apps and Auto Pay (collectively, the "Additional Terms of Service"), which are incorporated into these Terms of Service by this reference including Optimum DIA, Optimum Data and other Enterprise Fiber Service and Business Hosted Voice Service. Customer further understands and agree that the Customer Privacy Notice, which governs the collection, use and disclosure of Subscriber personal information, is likewise incorporated into these Terms of Service by reference.

.

GENERAL TERMS OF SERVICE APPLICABLE TO SERVICE(S):

1. **Services.** Optimum shall use reasonable efforts to make the Services available by any requested service date. Optimum shall not be liable for any damages whatsoever resulting from delays in meeting any service dates due to delays resulting from construction or for reasons beyond its control. Optimum shall provide Customer with the Services and Equipment identified on the commercial service order presented to Customer' at time of installation ("Service Order"); provided, however, if Optimum determines that Customer's location is not serviceable under Optimum's normal installation guidelines, Optimum may terminate this Agreement. Optimum shall have no responsibility for the maintenance or repair of networks, facilities and equipment not furnished by Optimum.
2. **Payment of Charges.** The charges for one month of Services, including any deposits, activation, set-up, installation, construction and/or Equipment charges, are due upon installation of the Services or as otherwise set forth on the Service Order. Thereafter, Customer agrees to pay monthly recurring Service charges and Equipment charges (if any) in advance, including all applicable fees (such as restoration or experience fees), taxes, regulatory fees, franchise fees, surcharges (including sports and broadcast tv surcharges), or other government assessments no later than the date indicated on Customer's bill. Charges for non-recurring Services or Equipment charges will be reflected on Customer's subsequent bill at the then current applicable rates. All rates for Services, Equipment charges and other fees and surcharges are subject to change in accordance with applicable law. If Customer elects to pay by automatic recurring credit card, debit card or automatic clearing house payments, Customer authorizes Optimum to charge such accounts. If Customer elects to send a check as payment, Customer authorizes Optimum either to use information from Customer's check to make a one-time electronic funds transfer from Customer's bank account or to process the payment as a check transaction. Failure to receive a bill does not release Customer from Customer's obligation to pay. 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 Customer receives the goods under the agreement, (2) the date the performance of the service under the agreement is completed; or (3) the date the Wiliamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the Customer 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 Customer'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. Failure to pay the total balance when due (including checks returned for insufficient funds) shall constitute a breach of this Agreement and may be grounds for termination of Service, removal of Equipment from Customer's premises and/or imposition of a late fee ("Late Fee") in accordance with applicable law. You can avoid incurring Late Fees by paying your monthly bill promptly. Any Late Fee imposed on Customer is intended to be a reasonable advance estimate of costs of managing past due accounts. The Late Fee is not interest, a credit service charge or a finance charge. If the Customer has more than one account (Business and/or Residential) served by Optimum, all Optimum- provided Services at all locations may be subject to discontinuance of Service in the event any one account remains unpaid. In the event collection activities are required, an additional collection charge may be imposed.
3. **Additional Fees.** In addition to Customer's monthly recurring charges and any Late Fee, additional fees may be imposed, including fees for returned checks, Payment Assistance Fees for paying by phone, receiving a paper bill, charge card chargeback, early termination, reconnection and service calls. Additional charges may also be imposed if collection activities are required to recover past due balances, including attorney fees. A list of applicable fees "Schedule of Fees") is available at www.Optimum.com.pricing-packages. Optimum reserves the right to amend or change the Schedule of Fees from time to time.
4. **Third Party Provider Charges.** In connection with Customer's use of the Services and Equipment, Customer may be able to access, subscribe to, use and/or purchase products, services, software or applications that are provided to Customer by third parties ("Third Party Providers"). Customer acknowledges that Customer may incur charges in connection with the subscription to, purchase or use of these Third-Party Provider products, services, software or applications. All such charges, including any additional fees and applicable taxes, shall be paid by Customer to the Third-Party Provider and are not the responsibility of Optimum. Credits or billing adjustments for products, services, software or applications billed by a Third-Party Provider shall be subject to the stated billing practices of that Third Party Provider. Termination of a service or subscription offered for a separate charge billed directly by a Third-Party Provider shall be effected in accordance with the Terms of Service or similar agreement between the Customer and the Third Party Provider.
5. **Taxes.** Customer is a political subdivision under the laws of the State of Texas and claims exemption from sales and use tax under Tex. Tax Code Ann. § 151.309, as amended. The County agrees to provide exemption certificates to Optimum upon request. Likewise, the Customer is neither liable for any taxes, charges, or fees assessed against Optimum for the supplies or products provided or any services rendered.
6. **Term; Early Termination.** Your Service Term subscription begins either on or the first day following your installation date and continues for the initial term set forth on your Service Order ("Initial Term"). If a Service Order does not specify an Initial Term, You have an automatically renewing monthly Term ("Monthly Subscription").
   a. Monthly Term. If you have a Monthly Subscription, your subscription begins either on or the first day following your installation date and automatically renews thereafter on a monthly basis beginning on the first day of the next billing period assigned to you until cancelled by you. The monthly service charge(s) will be billed at the beginning of your assigned billing period and each month thereafter unless and until you cancel your Service(s). PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED SUBSCRIPTION PERIOD(S). You may cancel Service(s) for a period up to the last day of the billing period prior to the service period that you wish to cancel, and the cancellation will be effective at the end of the then-current billing period. Any request for cancellation after the commencement of a service period will be effective at the end of the then-current service period. Access to the Services will, if possible, continue to be provided at the location ordered or, if you move, to your new location if in an Optimum-served area (subject to any installation charges).
   b. Initial Term Subscription. If You have an Initial Term, your subscription begins either on or the first day following your installation date and continues for the duration of the applicable Initial Term. Upon the expiration of the Initial Term, Customer's Term automatically renews thereafter on a monthly basis (each, a "Renewal Month") beginning on the first day of the next billing period assigned to you until cancelled by you. The monthly service charge(s) for each month during the Initial Term and any Renewal Months will be billed at the beginning of your assigned billing period and each month thereafter unless and until you cancel your Service(s). PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED SUBSCRIPTION PERIOD(S).
      i. If you cancel, terminate or downgrade the Service(s) before the completion of the Initial Term"), you agree to pay Optimum early cancellation fees in an amount that includes: (i) all non-recurring charges reasonably expended by Optimum to establish service to Customer and not remunerated, (ii) any disconnection, early cancellation or termination charges reasonably incurred and paid by Optimum to third parties on behalf of Customer, and (iii) all monthly recurring charges for Services and Equipment for the remaining balance of the Initial Term. You agree that early cancellation fees or any other fees may automatically be charged to your account and your credit or debit card provided to Optimum and you agree to pay such fees.

c. Following the Initial Term, Customer may cancel Service(s) for a period up to the last day of the billing period prior to the service period that you wish to cancel, and the cancellation will be effective at the end of the then-current billing period. Any request for cancellation after the commencement of a service period will be effective at the end of the then-current service period. Access to the Services will, if possible, continue to be provided at the location ordered or, if you move, to your new location if in a Optimum-served area (subject to any installation charges).Non-Appropriation. Notwithstanding the foregoing, the parties understand and agree that Customer is a political subdivision of the State of Texas. All payments made by Customer under this Agreement shall be made from current revenues available to Customer. Customer shall make its best efforts to obtain and appropriate funds for payment of this Agreement, but, if such funds are not available, Customer shall have the right to terminate the Agreement at the expiration of Customer's then-current budget period. Notwithstanding any other provision of this Agreement, such termination shall not constitute a default of this Agreement and shall be without penalty or further obligation to Customer.

7. **Right to Make Credit Inquiries.** Customer acknowledges and agrees that Optimum may (a) verify Customer's credit standing, make inquiries and receive information about your credit experiences, including your credit report, from credit reporting agencies; (b) enter this information in your file, and disclose this information concerning you to appropriate third parties for reasonable business purposes; and (c) furnish information about you, your account(s) and your payment history to those credit reporting agencies.

8. **Security Deposit.** Optimum may require a deposit or activation fee based on Customer's credit standing or past payment history with Optimum. A deposit or activation fee does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. Any security deposit given by Customer for the Equipment or Optimum's Service will be due and payable upon the first monthly billing. Such security deposits will be returned to Customer within sixty (60) days of termination of Optimum's Service so long as payment has been made for all amounts due on Customer's account and Customer has returned the Optimum Equipment undamaged. Security deposits paid by Customer for Equipment or Services may be used, to the extent permitted by law, to offset any unpaid balance or charges after termination of Service. Customer shall remain liable for any outstanding balances after the security deposit has been applied. Further terms and conditions of the security deposit may be contained in the deposit receipt given to Customer at the time the security deposit is collected.

9. **Disputed Charges.** Customer agrees to pay all undisputed monthly charges and all applicable fees and taxes as itemized on the Optimum monthly bill and notify Optimum in writing of disputed items or requests for credit within thirty (30) days of Customer's receipt of the bill for which correction of an error or credit is sought, or longer as provided by applicable law. The date of the dispute shall be the date Optimum receives sufficient documentation to enable Optimum to investigate the dispute. The date of the resolution is the date Optimum completes its investigation and notifies the Customer of the disposition of the dispute.

10. **Adjustments or Refunds.** Any adjustment or refund, given in each case in Optimum's sole discretion, will be accomplished by a credit on a subsequent bill for Service, unless otherwise required by applicable law. No credit allowance will be made for interruptions of Service that are: (a) due to the negligence of or noncompliance with the provisions of the Agreement by Customer or any person authorized by customer to use the Service; (b) due to the negligence of any person other than Optimum including, but not limited to, the other common carriers connected to the Optimum's facilities; (c) due to the failure or malfunction of Customer owned equipment or third party equipment; (d) during any period in which Optimum is not given full and free access to its facilities and Equipment for the purpose of investigating and correcting interruptions; (e) during a period in which Customer continues to use the Service on an impaired basis; (f) less than thirty (30) minutes' duration; (g) during any period when the interruption is due to implementation of a Customer order for a change in Service arrangements; or
(h) due to circumstances or causes beyond the control of Optimum. Unless otherwise provided by applicable law, in the event any amounts owed by Optimum to Customer are not claimed by Customer within one year of the date on which the amount became payable to Customer, Customer shall forfeit all rights to the refund and all such amounts shall become the property of Optimum.

11. **Equipment and Software.** "Distribution System" shall mean (1) all distribution plant, network facilities and associated electronics and all Equipment installed or provided by Optimum or its predecessors which is necessary to distribute Services throughout the premises, but specifically excluding Inside Wiring, and (2) all Equipment furnished by Optimum at the premises. Ownership of the Distribution System shall at all times be and remain in Optimum and shall be used exclusively by and in connection with Optimum operations. Upon termination of this Agreement and if Optimum is no longer providing Services to the premises, Optimum has the option to remove all or any portion of the Distribution System, provided that any damage to the premises caused by removal of the Distribution System will be repaired by Optimum to Customer's reasonable satisfaction. "Equipment" means all equipment, including but not limited to, any cables, wires, amplifiers, cable boxes, access cards, remotes, cable cards, battery backup units, modems, routers, gateways, Altice One and Altice One Mini units distributed to and/or installed for use in the Customer's service location but does not include Inside Wiring. "Inside Wiring" shall mean all wiring on the Customer's side of the demarcation point at Customer's service location, whether installed by Optimum or by Customer. The demarcation point shall mean a point at (or about) twelve (12) inches outside of where the cable wire enters the Customer's service location. Inside Wiring shall be Customer property and not Optimum Equipment, and repair and maintenance for such Inside Wiring is the responsibility of Customer unless otherwise agreed by Customer and Optimum. None of the Equipment shall become a fixture nor shall distribution, installation, and/or use of Equipment, including but not limited to cable boxes and/or set top boxes be deemed a lease of such Equipment. Unless otherwise stated in the Service Order, Customer will acquire no ownership or other interest in the Distribution System, Equipment, network facilities, and software by virtue of payments made pursuant to this Agreement or by the attachment of any portion of the Distribution System, Equipment or network facilities to Customer's premises.

a. Misuse of Equipment. Optimum Equipment is intended to service and reside at the specific service location and is not to be removed from the service location where it was installed or used off premises without Optimum authorization. Customer agrees that neither Customer nor any other person (except Optimum's authorized personnel) will open, alter, misuse, tamper with, service, or make any alterations to any Equipment. Customer will not remove any markings or labels from the Equipment. Customer agrees to safeguard the Equipment from loss or damage of any kind, and (except for any self-installation procedures approved by Optimum) will not permit anyone other than a Optimum authorized representative to perform any work on the Equipment. Any misuse, alteration, tampering, or removal, or the use of Equipment which permits the receipt of Services without authorization or the receipt of Services to an unauthorized number of outlets, or to unauthorized locations constitutes theft of service and is prohibited.

b. Return of Equipment. If Customer's Service is terminated or cancelled (for whatever reason), unless Optimum expresses otherwise in writing, Customer agrees that Customer no longer has the right to keep or use the Equipment and Customer must promptly return the Equipment. The Equipment must be returned to Optimum in the same condition as when received, ordinary wear and tear excepted. Absent other instructions, if Customer fails to return the Equipment, Customer will pay any expenses Optimum incurs in retrieving the Equipment. Failure of Optimum to remove the Equipment does not mean that Optimum has abandoned the Equipment. Optimum may impose a charge for unreturned Equipment to be determined in accordance with Optimum's then current schedule of charges for non-returned Equipment and/or continue to charge Customer a monthly Service fee every month until any remaining Equipment is returned, collected by Optimum or fully paid for by Customer. Any charge for unreturned Equipment shall be due immediately. Optimum retains ownership of all Equipment.

c. Damaged or Lost Equipment. If the Equipment is damaged by Customer, destroyed, lost or stolen while in Customer's possession, Customer is responsible for the cost of repair or replacement of the Equipment.

d. Operation of Equipment. Customer agrees to operate any Equipment in accordance with instructions of Optimum or Optimum's agent. Failure to do so will relieve the Optimum Parties of liability for interruption of Service and may make the Customer responsible for damage to Equipment.

e. Tests and Inspections. Upon reasonable notification to the Customer, and at a reasonable time, Optimum may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth herein.

f. Software. Customer agrees to comply with the terms and conditions of any software license agreement applicable to the software provided or installed by

Optimum ("Software"). The Software shall be used solely in connection with the Services and Customer will not modify, disassemble, translate or reverse engineer, the Software. All rights title and interest to the Software, including associated intellectual property rights, are and will remain with Optimum and Optimum's licensors. If Customer's Service is terminated, Customer will promptly return or destroy all Software provided by Optimum and any related written materials. Optimum will have the right to upgrade, modify and enhance the Equipment and Software from time to time. Customer acknowledges that the Software, and any related written materials, may be subject to applicable export control laws and regulations of the USA. Customer agrees not to export or re- export the Software, directly or indirectly, to any countries that are subject to USA export restrictions.

g. Repair. Optimum will repair and/or replace defective Software or Equipment provided such damage was not caused by misuse, neglect or other fault of Customer. Optimum assumes no responsibility and shall have no responsibility for the operation, maintenance, condition or repair of any Customer-provided equipment and/or software, including, but not limited to, televisions, computer devices, remote controls or other consumer electronics, including any hardware or third party software, which may be connected to the Services ("Customer Equipment"), except that Optimum may automatically push required software or firmware updates directly to Customer Equipment when necessary for the provision of Optimum Service(s). Customer is responsible for the repair and maintenance of Customer Equipment. Optimum is not responsible or liable for any loss or impairment of Optimum's Service due in whole or in part to a malfunction, defect or otherwise caused by Customer Equipment. Optimum makes no warranties, with respect to Equipment or Service provided by Optimum or with respect to the Equipment's compatibility with any Customer Equipment.

12. **Prohibitions/Theft of Service.** Customer shall not intercept, receive or assist in the interception or receipt of, resell, distribute or duplicate any Services. In no event shall Customer use the Services and/or Equipment to engage in any illegal or prohibited activity.

13. **Customer Liability for Users.** Customer is responsible for any access, use or misuse of the Services and/or Equipment that may result from access or use by any other person who has access to Customer's premises, equipment or account. Customer is responsible for ensuring that all persons who use Customer's subscribed to Services ("Users") understand and comply with all terms and conditions applicable to the Services.

14. **Business Hosted Voice on Fiber:** Customers purchasing Business Hosted Voice on Fiber are also bound by the Additional Terms for Business Hosted Voice Service on Fiber found at www.Optimum.com/terms-and-policies ("Terms of Service") and Exhibits A1 and A2 as set forth below.

   a. **SOFTPHONES, OFF-SITE PHONES & WIFI CONNECTIVITY**: OPTIMUM ALLOWS THE ABILITY TO ACCESS THE HOSTED VOICE SERVICE THROUGH SOFTPHONES, OFF-SITE PHONES AND WIFI CONNECTIVITY. IN NO EVENT SHALL OPTIMUM BE RESPONSIBLE FOR, NOR DOES IT WARRANT THE PERFORMANCE OR INTEROPERABILITY OF THE SERVICE IN CONNECTION WITH ANY SOFTPHONES, OFF-SITE PHONES OR WIRELESS CONNECTIVITY. IT IS CUSTOMER'S SOLE RESPONSIBILITY TO SUPPORT AND TROUBLESHOOT ANY RELATED CONNECTIVITY ISSUES UNDER THIS SECTION. CUSTOMER ACKNOWLEDGES AND UNDERSTANDS THE HOSTED VOICE PRODUCT CHARACTERISTICS AS SET FORTH IN THE OFF-SITE REMOTE PHONE AND SOFTPHONE ACKNOWLEDGEMENT ATTACHED HERETO AS EXHIBIT A2. PHONES NOT PROVIDED BY OPTIMUM UNDER THIS AGREEMENT ARE NOT PERMITTED NOR SUPPORTED AND USE OF SUCH PHONES WILL RESULT IN TERMINATION OF THIS AGREEMENT.

   b. **Emergency Calling Services (E911) for Hosted Voice Service**: Customer is responsible for complying with all applicable emergency calling service laws. E911 procedures and restrictions are set forth in Emergency Calling Services Terms and Conditions attached hereto as Exhibit A1.

15. **Managed DDoS Protection Service**: Managed DDoS (Distributed Denial of Service) Protection Service purchased pursuant to this Agreement and offered in conjunction with Altice Business Internet Service (over fiber) only, will monitor, detect and mitigate Altice Business Internet Service inbound traffic against DDoS attacks and provide cleansing up to thirty (30) times the contracted bandwidth. Managed DDoS Protection Service is provisioned over Altice Business Internet Service/traffic only.

16. **Service Level Agreement:** The Service Level Agreement ("SLA") attached hereto as Exhibit A sets forth Customer's sole remedy for any claim relating to the Service including any failure to meet any guarantee as set forth in the SLA.

17. **Access to Customer Premises.** Customer grants Optimum and its employees, agents, contractors, and representatives all necessary rights of access to enter and within Customer's premises, including access to space for cables, conduits and equipment, the wiring within Customer's premises and Customer's computer(s) and other devices, to install, deliver, connect, inspect, maintain, repair, replace, disconnect, remove or alter any and all facilities, check for signal leakage or install or deliver Equipment and Software provided by Optimum. Customer shall cooperate in providing such access upon request of Optimum. If Customer is not the owner of the premises, Customer warrants that Customer has obtained the legal authority of the owner to authorize Optimum personnel and/or its agents to enter the premises for the purposes described herein. Optimum's failure to remove its Equipment shall not be deemed an abandonment thereof. Customer shall provide a secured space with electrical power, climate control and protection against fire, vandalism, and other casualty for Optimum's equipment. Customer is responsible for ensuring that Customer's equipment is compatible for the Services selected and with the Optimum network.

18. **Violations of this Agreement.** It shall be a violation of this Agreement for Customer or any User (1) to engage in any conduct prohibited by this Agreement (or by any terms and conditions incorporated herein by reference); or (2) not to engage in conduct required by this Agreement, each case determined in Optimum's sole good faith discretion. In addition, whether or not the conduct set forth below is elsewhere prohibited by this Agreement, it shall be a violation of this Agreement if: (a) Customer or any User fails to abide by Optimum's rules and regulations or to pay the charges billed; (b) Customer or any User fails to provide and maintain accurate registration information or the information required in the registration process is or becomes incorrect, absent or incomplete; (c) Customer or any User engages in any illegal or prohibited activity in connection with their use of any Service; (d) Customer or any User harasses, threatens or otherwise abuses any Optimum employee or agent; (e) Customer or any User refuses to provide Optimum with reasonable access to the service location or refuses to allow Optimum to diagnose and/or troubleshoot a service issue when such access or customer interaction is necessary in order to provide the appropriate customer support; or (f) The amount of customer and/or technical support required to be provided to Customer or any User is excessive in the sole good faith discretion of Optimum.

19. **Termination.** Optimum may terminate this Agreement, disconnect or suspend any or all Services, and remove Equipment at any time, without prior notice, for any reason whatsoever or for no reason, including but not limited to if Customer or any User fails to fully comply with the terms of this Agreement and/or any Optimum or authorized Third Party Provider terms of service, agreements or policies incorporated herein by reference. If Optimum terminates Service due to a violation of this Agreement or Optimum's policies, Customer may be subject to additional fees and charges, including disconnect and termination fees and Optimum may also exercise other rights and remedies available under law or in equity.

20. **Effect of Termination by Optimum.** Customer agrees that in the event of termination by Optimum: (i) Optimum and any Third Party Providers of co-branded services offered as part of or through the high speed internet service shall have no liability to Customer or any User; and (ii) unless expressly prohibited by law, Optimum, in its sole good faith discretion, may decline or reject a new application for service or block access to or use of any component of the Services by Customer or any former User. Customer further agrees that upon termination of any Service, Customer will immediately cease use of the Equipment and any Software, and; Customer will pay in full the charges for Customer's use of the Service and the Equipment through the later of: (i) Customer's applicable Service month, or (ii) if applicable, the expiration of any promotional term, or, if applicable, (iii) the date when the associated Equipment or Software has been returned to Optimum. Failure of Optimum to remove Equipment shall not be deemed an abandonment thereof. Customer shall pay reasonable collection and/or attorney's fees to Optimum in the event that Customer shall find it necessary to enforce collection or to preserve and protect its rights under this Agreement.

21. **Content and Services.** All content, program services, program packages, number of channels, channel allocations, broadcast channels, interactive services, email, data offerings and other services are subject to change in accordance with applicable law.

22. **Disclaimer.** Optimum assumes no liability for any program, services, content or information distributed on or through the Services, Equipment or the cable system, unless locally provided by Optimum, and Optimum expressly disclaims any responsibility or liability for your use thereof. Further, Optimum shall not be responsible for any products, merchandise or prizes promoted or purchased through the use of the Services.

23. **Telephone Communications Regarding Customer Account or Service. Customer** agrees that Optimum and its agents may call or text you at any phone number (landline or wireless) that you provide to us, using an automated dialing system and/or a prerecorded message, for non-promotional service and/or account- related purposes, such as appointment confirmations, service alerts, billing and collection issues or account recovery concerns. Customer agrees to notify us: (1) if any such phone number changes; (2) is no longer active; or (3) is ported from a landline to a wireless phone number. Customer can manage your contact preferences by logging into your account at http://www.Optimum.com.

24. **No Waiver.** The failure of Optimum to enforce this Agreement and any of its components, for whatever reason, shall not constitute a waiver of any right of Optimum or the ability to assert or enforce such right at any time in the future.

25. **No Assignment.** This Agreement and the Services and/or Equipment supplied by Optimum are not assignable or otherwise transferable by Customer, without specific written authorization from Optimum. In Optimum's discretion, Optimum may assign, in whole or in part, this Agreement, and Service may be provided by one or more legally authorized Optimum affiliates.

26. **No Warranty; Limitation of Liability.** Customer expressly agrees that: (a) the Services provided are best efforts services and the Services, Software and Equipment are provided by Optimum on an "AS IS" and "AS AVAILABLE" basis without warranties of any kind, either express or implied; (b) Optimum, its officers, shareholders, directors, employees, affiliates, vendors, carrier partners, content providers and other persons or entities involved in providing the Services or Equipment (collectively, the "Optimum Parties") are not responsible or liable for any loss or impairment of service due in whole or in part to Customer owned- or provided-Equipment; and (c) all use of the Services, Software and Equipment, including that provided by Third Party Providers, as well as the purchase, download or use of any third party service, product, or application provided by or accessed through the Services or Equipment, are provided at Customer's sole risk and Customer assumes total responsibility for Customer's or any User's use of the Services. Without limiting the generality of the foregoing, the Optimum Parties make no warranty: (i) that the Services will be uninterrupted or error free or that the Equipment will work as intended; (ii) as to transmission or upstream or downstream speeds of the network; (iii) that the Services, Equipment or Software are compatible with any Customer owned- or provided-Equipment; or (iv) as to the security of Customer's communications via Optimum's facilities or Services, or that third parties will not gain unauthorized access to or monitor Customer's communications. Customer has the sole responsibility to secure Customer's communications and the Optimum Parties will not be liable for any loss associated with such unauthorized access. In addition, neither the Optimum Parties nor any Third-Party Provider of services or products makes any representations or warranties with respect to any product or services offered through the Services or Equipment, and Optimum shall not be party to nor responsible for monitoring any transaction between Customer and any Third Party Provider of products or services.

    Except for a refund or credit as expressly provided in this Agreement, in no event (including negligence) will the Optimum Parties be held responsible or liable for any loss, damage, cost or expense including direct, indirect, incidental, special, treble, punitive, exemplary or consequential losses or damages including, but not limited to, loss of profits, earnings, business opportunities, loss of data, personal injury (including death), property damage or legal fees and expenses, sought by Customer or anyone else using Customer's Service account: (x) resulting directly or indirectly out of the use or inability to use the Services (including the inability to access emergency 911 or e911 services) and/or use of the Software, Equipment or provided third party services or otherwise arising in connection with the installation, maintenance, failure, removal or use of Services, Software and/or Equipment or Customer's reliance on the Services, Software and/or Equipment, including without limitation any mistakes, omissions, interruptions, failure or malfunction, deletion or corruption of files, work stoppage, errors, defects, delays in operation, delays in installation, failure to maintain proper standards or operation, failure to exercise reasonable supervision, delays in transmission, breach of warranty or failure of performance of the Services, Software and/or Equipment; or (y) resulting directly or indirectly out of, or otherwise arising in connection with, any allegation, claim, suit or other proceeding relating to Services, Software and/or Equipment, or the infringement of the copyright, patent, trademark, trade secret, confidentiality, privacy, or other intellectual property or contractual rights of any third party. Optimum's Maximum Liability to Customer arising under this Agreement shall be the lesser of $5,000.00 or the amount actually paid by Customer for Services hereunder for the respective regular billing period.

27. **Indemnification. To the extent authorized under Texas law,** Customer agrees to defend, indemnify, and hold harmless Optimum Parties from and against any and all claims and expenses, including reasonable attorneys' fees, arising out of or related in any way to the use of the Service and Equipment by Customer or otherwise arising out of or related in any way to the use of Customer's account or any equipment or facilities in connection therewith, or the use of any other products or services provided by Optimum to Customer. Customer agrees to indemnify and hold harmless the Optimum Parties against claims, losses or suits for injury to or death of any person, or damage to any property which arises from the use, placement or presence or removal of Optimum's Equipment, facilities and associated wiring on Customer's premises and further, Customer indemnifies and holds harmless the Optimum Parties against claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities of Optimum or the use thereof by Customer; against claims for infringement of patents arising from combining with or using in connection with, facilities furnished by Optimum, and apparatus, Equipment, and systems provided by Customer; and against all other claims arising out of any act or omission of Customer in connection with the Services or facilities provided by Optimum.

28. **Regulatory Authority.** This Agreement and the obligations of the parties shall be subject to modification to comply with all applicable laws, regulations, court rulings, and administrative orders, as amended.

29. **BINDING ARBITRATION. Please read this section carefully. It affects Customers rights**

    a. Agreement to Arbitrate Disputes. Any and all disputes arising between The Customer and Optimum, or its respective predecessors in interest, successors, assigns, and past, present, and future parents, subsidiaries, affiliates, officers, directors, employees, and agents, shall be resolved by binding arbitration on an individual basis in accordance with this arbitration provision. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

    - Claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory.
    - Claims that arose before this or any prior Agreement; and
    - Claims that may arise after the termination of this Agreement.

    Notwithstanding the foregoing, either Customer or Optimum may bring claims in small claims court in Customer's jurisdiction, if that court has jurisdiction over the parties and the action and the claim complies with the prohibitions on class, representative, and private attorney general proceedings and non-individualized relief discussed below. If the law of Your jurisdiction allows small claims actions to be removed or appealed for a trial de novo in a court of general jurisdiction, that appeal instead shall be resolved in an individual arbitration under this arbitration provision. The Customer may also bring issues to the attention of federal, state, and local executive or administrative agencies.

    Resolving Customer dispute with Optimum through arbitration means The Customer will have a fair hearing before a neutral arbitrator instead of in a court before a judge or jury. **THE CUSTOMER AGREES THAT BY ENTERING INTO THIS AGREEMENT, THE CUSTOMER AND OPTIMUM EACH WAIVE THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL ACTION.**

    b. Opting Out of Arbitration. **IF THE CUSTOMER HAS BEEN AN EXISTING SUBSCRIBER FOR AT LEAST 30 DAYS BEFORE THE EFFECTIVE DATE OF THIS AGREEMENT AND HAVE PREVIOUSLY ENTERED INTO AN ARBITRATION AGREEMENT WITH OPTIMUM OR A PREDECESSOR COMPANY, THIS OPT OUT PROVISION DOES NOT APPLY TO THE CUSTOMER.**

IF THE CUSTOMER BECAME A SUBSCRIBER WITHIN THE 30 DAYS IMMEDIATELY PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT, AND DO NOT WISH TO BE BOUND BY THIS ARBITRATION PROVISION, THE CUSTOMER MUST NOTIFY OPTIMUM IN WRITING WITHIN 30 DAYS OF THE EFFECTIVE DATE OF THIS AGREEMENT.

IF THE CUSTOMER BECAME A SUBSCRIBER AFTER THE EFFECTIVE DATE OF THIS AGREEMENT, AND DO NOT WISH TO BE BOUND BY THIS ARBITRATION AGREEMENT, THE CUSTOMER MUST NOTIFY OPTIMUM IN WRITING WITHIN 30 DAYS OF THE OPENING OF CUSTOMER'S OPTIMUM ACCOUNT. IN ALL INSTANCES, NOTICE SHALL BE PROVIDED BY EMAILING US AT NOARBITRATION@ALTICEUSA.COM OR BY MAIL TO: OPTIMUM SHARED SERVICES, 1111 STEWART AVENUE, BETHPAGE, NY 11714, ATTN: ARBITRATION.

TO BE VALID, AN OPT-OUT NOTICE MUST: (1) INCLUDE THE CUSTOMERR NAME, ADDRESS, OPTIMUM ACCOUNT NUMBER, PHYSICAL SIGNATURE IF SENT BY MAIL OR ELECTRONIC SIGNATURE IF SENT VIA EMAIL, AS WELL AS A CLEAR STATEMENT THAT ARE REJECTING THE ARBITRATION PROVISION IN THIS AGREEMENT; AND (2) BE RECEIVED BY OPTIMUM WITHIN THE APPLICABLE 30-DAY TIME PERIOD ABOVE.

YOUR DECISION TO OPT OUT OF THIS ARBITRATION PROVISION WILL HAVE NO ADVERSE EFFECT ON YOUR RELATIONSHIP WITH OPTIMUM OR THE DELIVERY OF OPTIMUM SERVICES TO THE CUSTOMER. OPTING OUT OF THIS ARBITRATION PROVISION HAS NO EFFECT ON ANY OTHER PRIOR OR FUTURE ARBITRATION AGREEMENTS THAT THE CUSTOMER MAY HAVE WITH OPTIMUM.

c. Pre-Arbitration Process. (i.) Notice Of Dispute. A party who intends to commence arbitration must first send the other party a written Notice of Dispute and engage in a good-faith negotiation of the dispute in an effort to resolve it without the need for arbitration. To be valid, Your Notice of Dispute must include: (1) The Customer name; (2) the account number and service address; (3) an email address and telephone number at which The Customer may be reached during business hours; (4) a description of the nature and basis of your claims or dispute (including where applicable specific dates); (5) an explanation of the specific relief sought; (6) Your physical or electronic signature; and (7) if The Customer has retained an attorney, Your signed statement authorizing Optimum to disclose your confidential account records to Your attorney if necessary in resolving Your claim. For Your convenience, The Customer may download a Notice of Dispute form from our website at www.Optimum.net/NoticeOfDispute. Once the Customer has written the letter or filled out the Notice, send it to us by certified mail at Optimum Shared Services, 1111 Stewart Avenue, Bethpage, NY 11714, Attn: Customer Disputes. Optimum will send any Notice of Dispute to The Customer at the billing address on file with the account. (ii.) 60 Day Wait Period. Whoever sends the Notice of Dispute must give the other party 60 days after receipt to investigate the claim. During that period, either party may request an individualized discussion (by phone call or videoconference) regarding settlement, which shall take place at a mutually agreeable time (which can be after the 60-day period). The Customer and an Optimum legal or business representative (or outside counsel) must personally participate, unless otherwise agreed in writing. Your lawyers (if any) also can participate. If Optimum has not been able to resolve your dispute to your satisfaction within the later of 60 days from when we received your Notice of Dispute or the date of the individualized discussion regarding settlement, the Customer may start arbitration proceedings. The Notice of Dispute and discussion requirements are essential in order to give the parties a meaningful chance to resolve disputes informally. If any aspect of these requirements has not been met, the parties agree that a court can enjoin the filing or prosecution of an arbitration, and, unless prohibited by law, the arbitration administrator shall neither accept nor administer the arbitration nor assess fees in connection with such an arbitration. The submission of a Notice of Dispute will toll the statute of limitations for the claim until the later of 60 days from when we received your Notice of Dispute or the date of the individualized discussion regarding settlement.

d. Commencing an Arbitration. To commence an arbitration, The Customer must submit a written Demand for Arbitration to the American Arbitration Association ("AAA"), Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043, with a copy to Optimum. A Demand for Arbitration form can be found on the AAA website at https://www.adr.org/rulesformsfees.

e. Arbitration Process. The arbitration will be administered by the AAA under the AAA's Consumer Arbitration Rules, as modified by this arbitration provision. The Customer may obtain copies of those rules from the AAA at www.adr.org. If the AAA will not enforce this arbitration provision as written, it cannot serve as the arbitration organization to resolve Your dispute. If this situation arises, or if the AAA for any reason cannot serve as the arbitration organization, the parties shall agree on a substitute arbitration organization or ad hoc arbitration, which will enforce this arbitration provision as to the dispute. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction to appoint an arbitration organization or ad hoc arbitrator that will administer arbitration under this arbitration provision as written. If there is a conflict between this arbitration provision and the AAA rules, this arbitration provision shall govern.

A single arbitrator will resolve the dispute between The Customer and Optimum. Participation in arbitration may result in limited discovery. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect confidential or proprietary information, including subscriber personally identifiable information.

All issues are for the arbitrator to decide, except issues relating to arbitrability, the scope or enforceability of this arbitration provision, the interpretation of its prohibitions of class, representative, and private attorney general proceedings and non-individualized relief, and compliance with the requirements of Sections 26.c and 26.g shall be for a court of competent jurisdiction to decide. The Arbitrator is limited and bound by terms of this arbitration provision. Although the arbitrator shall be bound by rulings in prior arbitrations involving the same customer to the extent required by applicable law, an arbitrator's ruling will not be binding in other proceedings involving different customers. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. An award rendered by the arbitrator may be entered in any court having jurisdiction over the parties for purposes of enforcement.

Unless the parties agree otherwise, any arbitration hearing will take place in the county (or parish) of Customer's service address. If the amount in dispute is less than $50,000, Optimum agrees that The Customer may choose whether the arbitration is conducted solely on the basis of documents submitted to the arbitrator, by a telephonic or videoconference hearing, or by an in-person hearing as established by AAA rules.

If the amount in dispute exceeds $75,000 or the claim seeks any form of injunctive relief, either party may appeal the award to a three-arbitrator panel administered by AAA under its Optional Appellate Arbitration Rules (including its rules governing allocation of fees and costs) by a written notice of appeal within thirty (30) days from the date of entry of the written arbitration award. The award shall be stayed during any such appeal. The members of the three-arbitrator panel will be selected according to AAA rules. The three-arbitrator panel will issue its decision within one hundred and twenty (120) days of the date of the appealing party's notice of appeal. The decision of the three-arbitrator panel shall be final and binding, subject to any right of judicial review that exists under the FAA.

f. Arbitration Fees. Except as otherwise provided in this arbitration provision, if Optimum initiates an arbitration, Optimum will pay all arbitration filing, administrative, and arbitrator fees.

If The Customer initiate an arbitration, The Customer will be responsible for paying a portion of the arbitration fees as follows: If Customer is seeking claims of $1,000 or less, Customer's share of the fees will be capped at $100, and If Customer is seeking claims of between $1,001-$10,000, Customer's share of such fees will be capped at $200. If Customer is seeking claims of more than $10,000, the filing, administrative and arbitrator fees will be allocated in accordance with the AAA rules. If Customer cannot pay Your share of these fees, Customer may request a fee waiver from the AAA. In addition, Optimum will consider reimbursing Your share of these fees if The Customer indicates they cannot afford them and, if appropriate, will pay directly all such fees upon Your written request prior to the commencement of the arbitration. The Customer is responsible for all additional costs and expenses that The Customer incurs in the arbitration, including, but not limited to, attorneys' or expert witness fees and expenses, unless the arbitrator determines that applicable law requires Optimum to pay those costs and expenses.

Notwithstanding the foregoing, if the arbitrator concludes that Your claim is frivolous or has been brought for an improper purpose (as measured by the standards of Federal Rule of Civil Procedure 11(b)), then the AAA rules shall govern the allocation of arbitration fees, and The Customer agrees to reimburse Optimum for any amounts Optimum may have paid on Your behalf.

g. Mass Arbitration Procedures. If 25 or more claimants submit Notices of Dispute or file arbitrations raising similar claims and are represented by the same or

coordinated counsel, all the cases must be resolved in staged bellwether proceedings. The Customer agrees to this process even though it may delay the resolution of your claim. In the first stage, each side shall each select up to 15 cases (30 cases total) to be filed in arbitration and resolved individually by different arbitrators. In the meantime, no other cases may be filed in arbitration, and the AAA shall not accept, administer, or demand payment of fees for arbitrations

commenced in violation of this Mass Arbitration Procedures section. If the parties cannot agree how to resolve the remaining cases after the conclusion of the first stage of bellwether proceedings, the process will be repeated until all claims are resolved.

If this Mass Arbitration Procedures section applies to a Notice of Dispute, any statute of limitations applicable to the claims set forth in that Notice of Dispute will be tolled from the time the first cases are selected for bellwether proceedings until that Notice of Dispute is selected for a bellwether proceeding, withdrawn, or otherwise resolved. A court will have the authority to enforce this Mass Arbitration Procedures section, including by enjoining the mass filing or prosecution of arbitrations or the assessment or collection of AAA fees.

h. Governing Law. Because the Service(s) provided to The Customer involves interstate commerce, the Federal Arbitration Act ("FAA"), not state arbitration law, shall govern the arbitrability of all disputes under this arbitration provision. Any state statutes pertaining to arbitration shall not be applicable.

i. Waiver of Class and Representative Actions. **YOU AGREE TO ARBITRATE YOUR DISPUTE AND TO DO SO ON AN INDIVIDUAL**

If any of the prohibitions in the preceding paragraph is held to be unenforceable as to a particular claim, or request for relief (such as a request for public injunctive relief) then The Customer and Optimum agree that such claim or request for relief (and only that claim or request) shall be decided by a court after all other claims and requests for relief are arbitrated. In that instance, or any instance when a claim between The Customer and Optimum proceeds to court rather than through arbitration, The Customer and Optimum each waive the right to any trial by jury through this Agreement.

j. Amendments to this Arbitration Provision. Notwithstanding any provision in the Agreement to the contrary, The Customer and Optimum agree that if Optimum makes any amendment to this arbitration provision (other than an amendment to any notice address or website link provided herein) in the future, that amendment shall apply to all disputes or claims that have arisen or may arise between The Customer and Optimum, including disputes or claims that arose prior to the effective date of the amendment. We will notify the Customer of amendments to this arbitration provision in the manner described in Section 31. If the Customer does not agree to the revisions, the Customer must cease use of all Service(s) within 30 days and notify Optimum that The Customer are canceling this Agreement.

k. Severability and Survival. If any other portion of this arbitration provision is determined to be unenforceable, then the remainder of this arbitration provision shall be given full force and effect. The terms of the arbitration provision shall survive termination, amendment or expiration of this Agreement.

30. **Governing Law.** Subject to Section 29.h above, this Agreement shall be governed by the laws of the state of Texas.

31. **No Relationship.** Nothing in this Agreement will create any joint venture, joint employer, franchisee-franchisor, employer-employee or principal-agent relationship between Optimum and any content, backbone, network, circuit and other technology or communications providers, software and other licensors, hardware and equipment suppliers or other third party providers of elements of the High Speed Internet Service, nor impose upon any such companies any obligations for any losses, debts or other obligations incurred by the other.

32. **Survival.** All representations, warranties, indemnifications, dispute resolution provisions and limitations of liability contained in this Agreement shall survive the termination of this Agreement, as well as any other obligations of the parties hereunder which, by their terms, would be expected to survive such termination or which relate to the period prior to termination (including legal conditions, payment, and Optimum rights and the rights of others).

33. **Force Majeure.** Optimum Parties shall not be liable for any delay or failure of performance or Equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States government or of any other government including state and local governments having or claiming jurisdiction over Optimum, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments or of any military authority; preemption of existing service in compliance with national emergencies, acts of terrorism, insurrections, riots, wars, unavailability of rights-of-way, material shortages, strikes, lockouts, or work stoppages.

34. **Entire Agreement.** This Agreement, including the applicable Additional Terms of Service, Privacy Policy and Acceptable Use Policy ("AUP"), the Service Order and the Schedule of Fees constitute the entire agreement between Optimum and Customer with respect to the Services. No undertaking, representation or warranty made by an agent or representative of Optimum in connection with the sale, installation, maintenance or removal of Optimum's Services or Equipment shall be binding on Optimum except as expressly included herein.

35. **Right to Audit.** Optimum agrees that the Customer 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 Optimum which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Optimum agrees that the Customer shall have access during normal working hours to all necessary Optimum facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Customer shall give Optimum advance notice of intended audits.

36. **No Waiver of Sovereign Immunity or Powers.** Nothing in this Agreement shall be deemed to constitute a waiver of sovereign immunity or powers of the Customer, the Williamson County Commissioners Court, or the Williamson County Judge.

37. **Amendment; Notice.** Optimum may, in its sole discretion, change, modify, add or remove portions of this Agreement at any time. Optimum may notify Customer of any such changes to this Agreement, or any other required or desired notice hereunder, by posting notice of such changes on Optimum's website (www.Optimum.com), or by sending notice via email or postal mail to Customer's billing address, and/or by contacting the telephone number(s) on Customer's account (including mobile phones) by means such as but not limited to browser bulletins, walled garden (browser interruption), voice, SMS, MMS, and text messages, including by the use of by automatic telephone dialing systems. Customer agrees that any one of the foregoing will constitute sufficient notice. Because Optimum may from time to time notify Customer about important information regarding the Services, the Privacy Policy and this Agreement by such methods, Customer agrees to regularly check postal mail, e-mail and all postings on the Optimum web site (www.Optimum.com) and Customer bears the risk of failing to do so. The Customer's continued use of the applicable Service(s) following notice of such change, modification or amendment shall be deemed to be the Customer's acceptance of any such revision. If Customer does not agree to any revision of this Agreement, Customer must immediately cease use of all Service(s) and notify Optimum that Customer is cancelling this Agreement in accordance with the then-current policy.

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Exhibit A
Service Level Agreement (Fiber Services Only) Not applicable to COAX

This Service Level Agreement ("SLA") covers the local transport area to the Optimum demarcation point including Optimum equipment associated with the endpoints such as POE devices and routers. The provisions described below shall be Customer's sole and exclusive remedy in the event of Interruption.

MEAN TIME TO REPAIR

Optimum's objective is a four (4) hour mean-time-to-repair ("MTTR")

SERVICE LEVEL GUARANTEE

Interruption/Outage ("Interruption"): Defined as a total loss of Service.

Service Level Guarantee: If Customer detects an Interruption, Customer shall open a trouble ticket with Optimum Network Operation Center by calling 866-232-5455 (option 4) or via the customer portal at Optimum.com. An Interruption period begins when Customer reports a circuit/service failure, opens a valid trouble ticket and releases it for testing and repair. The controlling record for the purpose of determining the duration of the Interruption and calculating credits shall be the date/time stamp on the trouble reporting ticket as generated by Optimum's trouble reporting system. An Interruption period ends when the circuit/service is operative.

a. If Customer reports a circuit/service to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
b. If an Altice/ Optimum technician is dispatched for a reported failure and it is determined that such failure is not within Optimum's control, Customer will be subject to a truck roll fee for any subsequent dispatch/truck roll(s) requested.
c. Customer may request a credit, in writing, and reference the date of the ticket. Requests for credit must be submitted to enterprisecare@alticeusa.com within thirty (30) calendar days of the Interruption.
d. For calculating credit allowances, every month is considered to have thirty (30) days.
e. A credit allowance is applied on a pro rata basis against the monthly recurring charge for the affected circuit/service and is dependent upon the length of the Interruption.

Optimum shall credit Customer's monthly recurring charges for the circuit/service experiencing the Interruption as follows:

Outage Duration	Credit of Monthly Charges
Less than 30 minutes	none
30 minutes up to but not including 3 hrs	1/10 of a day
3 hrs up to but not including 6 hrs	1/5 of a day
6 hrs up to but not including 9 hrs	2/5 of a day
9 hrs up to but not including 12 hrs	3/5 of a day
12 hrs up to but not including 15 hrs	4/5 of a day
15 hrs up to and including 24 hrs	1 day
Over 24 hours	2 days for each full 24-hour period

Limitations: Total credits in a given month shall not exceed one hundred percent (100%) of the monthly recurring charge for the affected circuit/service in that month.

No credit allowance will be made for:

a. Interruptions caused by the negligence of Customer or third parties outside of Optimum's control.
b. Interruptions due to the failure of power, equipment, systems or connections not provided by Optimum under this Agreement.
c. Interruptions during any period when Customer has released the circuit for maintenance or rearrangement purposes or for the implementation of a customer order.
d. Interruptions which continue because of Customer's failure to authorize replacement of any element of the Service.
e. Interruptions due to force majeure events.
f. No trouble found or where the fault of the trouble is undetermined.

Commissioners Court - Regular Session **24.**

Meeting Date: 04/15/2025

Approval of Service and Purchase Contract #2025184 for New Active Directory Environment with SHI International Corp. for Information Services

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving #2025184 between Williamson County and SHI International Corp for a Service and Purchase Contract to aid in building a New Active Directory Environment (“Services”) in the amount of $89,950.00 pursuant to DIR contract #DIR-CPO-4938 and authorizing execution of contract.

Background

Approval of this item will allow the Williamson County Information Services and SHI International Corp to engage in the building of a New Active Directory Environment (“Services”) as defined in the attached statement of work identified as "Exhibit A". Contract Audit and General Council have approved. Origination # 2313. Funding Source is 01.0100.0503.004100 for FY25. Department contact is Brandon Jenkins.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SHI SOW and Contract

Form 1295

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/03/2025 05:53 AM
County Judge Exec Asst.	Andrea Schiele	04/03/2025 10:36 AM
Purchasing (Originator)	Joy Simonton	04/10/2025 09:52 AM
Form Started By: Barbi Hageman		Started On: 04/01/2025 11:45 AM
Final Approval Date: 04/10/2025		

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WILLIAMSON COUNTY
SERVICES AND PURCHASE CONTRACT
SHI International Corp.
(SOW #25845)

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 **SHI International Corp.** (hereinafter "Service Provider"), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services and purchase goods described herein pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The services include but are not limited to the services and work described in the attached **Statement Of Work (SOW) #25845** being marked as **Exhibit "A,"** which is incorporated herein to the extent the SOW 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.

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II.

Goods: Service Provider shall provide County the goods described in the attached SOW 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 December 31, 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 Eighty-Nine Thousand, Nine Hundred Fifty Dollars ($89,950.00).

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.

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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

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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.

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

VIII.

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

IX.

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

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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.

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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.

XIII.

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

XIX.

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

XX.

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

XXI.

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

A. As described in the attached Statement of Work #25845 marked **Exhibit "A,"**;
B. The cooperative purchasing contract DIR-CPO-4938, incorporated by reference;
C. Insurance certificates evidencing coverages required herein above and
D. Any Amendments agreed to by both parties.

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.

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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

_____
Printed Name

Date: _____

SHI International Corp.:

Docusigned by:
Kristina Mann
EA418E789F09404...
Authorized Signature

Kristina Mann
Printed Name

Date: 4/9/2025

Approved as to Legal Form
HAL HAWES
General Counsel, Commissioners Court
Date: Apr 10 2025 Time: 9:26 am

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Apr 10 2025 Time: 8:49 am

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EXHIBIT "A"
SOW #25845

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Active Directory Forest Build

Statement of Work

For TX-County of Williamson

SHI International Corp

SOW # 25845

April 7, 2025

Presented By
Gary Price
Account Executive, SHI
Gary_Price@shi.com

Created By
Thomas Schleich
Solution Architect
Thomas_Schleich@shi.com

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1 Executive Summary

TX-County of Williamson ("Customer") has engaged SHI International Corp ("SHI") to aid in building a new Active Directory Environment ("Services").

2 Project Description

SHI shall provide the following Services to Customer on a time and materials cost basis.

2.1 In Scope

Destination Forest Architecture

- 1 Forest
- 1 Domain
- 2 Sites
  - 1 Physical Domain Controller each
  - 1 Virtual Domain Controller each
- Functional Level 2022

2.1.1 Discover Phase

Active Directory Discovery

The SHI Team will work with the Customer to gather information on the environments and identify any elements that require remediation and develop an overall plan for the migration.

Environment Discovery

- *Review the current Active Directory Forest*
- *Review Domain Controllers (up to 8)*
- *Perform a Performance Review of Domain Controllers*
- *Review DFS Sysvol*
- *Gather inventory report of users, groups, distribution list, computers and servers*
- *Review network diagram provided by client*

Management on each Domain(s)

- *Password Policy*
- *Organizational Units & Trusts*
- *Review Group Policy Objects (up to 20)*
- *Assessment Documentation*

Additional Dependent Services

- *Integrated DNS*
- *Azure AD Connect (if applicable)*

2.1.2 Design Phase

Active Directory Design & Planning

The Design and Planning phase of our engagement is focused on the planning and architecture of the Customer environments to allow for a successful deployment.

- Develop a Design Document based on the findings from the Discovery & Assessment
- Provide an environmental cleanup recommendations
- Review the Design Document with the customer for approval

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2.1.3 Build Phase

New Active Directory Environment Build

During the Build phase, the SHI Consultants will build the Messaging & Identity configurations as outlined in the Design Plan.

- Deployment & Configuration of Domian Controllers (up to 4)
- Configuration of Active Directory Sites & Services (up to 2)
- Configuration of Integrated Active Directory DNS
- Default Domain and Default Domain Controller Policy setup
    - Including Default Password Policy
- Build two-way transitive trust with new and source Active Directory forest
- Configure up to 5 administrative accounts in the destination tenant
- Configuration of Active Directory Federation Services
    - Up to 2 Active Directory Federation Servers
    - Up to 2 web application proxies
- Configuration of DHCP
    - Up to 5 scopes with basic DNS & Gateway configurations
- Configuration of a Certificate Authority with a single internal Root CA
- Create Test objects
    - 1 user
    - 1 group
    - 1 computer object

2.2 Deliverables

All documents included in this section will be provided to the Customer.

- Design Document
- Architecture Drawing
- Discovery Inventory Reports

2.3 Project Specific Assumptions

- Review of a single Active Directory forest
- Source AD domain controllers and Active Directory replication both are functional and healthy
- Existing physical locations are already connected with networking in place

2.4 Project Specific Customer Responsibilities

- Customer to furnish network diagram or provide network topology details
- Customer to provide administrative access
- Customer to build required servers & infrastructure based on sizing requirements

2.5 Out of Scope

Any Services not explicitly listed above as “In Scope” shall be considered out of scope for this project. Additionally, the areas that are out of scope for this project include, but are not limited to, the following list. If any of these items are required for your organization, they can be scoped separately.

- Review of additional Active Directory forests
- Review of additional applications such as Microsoft 365
- Any remediation of findings
- Any implementation of recommendations that are not migration related
- Troubleshooting Desktop and Network connectivity
- End User device support or configuration

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- Role Based Access Control
- Resource Access in the source Active Directory forest
- Any migration of groups, users or devices
- 3rd party Identity providers or integrations
- Any Loadbalancing or networking configuration & deployment
- Application Migration to ADFS or new forest
- Configuration of Claims Rules
- Deployment of any SSO Applications
- Integration with any authentication servers
- DHCP Advanced Options configurations
- Configuration of any Certificates beyond the internal Root CA

2.6 Project Duration

Project duration is defined as the entire time taken to complete the project, based on the resources allocated. The estimated project duration is 8 – 10 months*.

SHI and the Customer will provide the required resources to deliver this project within the estimated duration. SHI and the Customer will allow for reasonable accommodations due to holidays, vacations, and unforeseen delays in deliveries.

**Note that Time and Materials budgets and durations are estimates. The final duration of the Services is affected by the actual time provided by all resources against the budget.*

2.7 Project Management

SHI will provide a Project Manager to work with the Customer to see the engagement through to completion. The SHI Project Manager will cover items such as, but not limited to:

- Determining which project methodologies to leverage in order to achieve the scope on time and within budget as described in this Statement of Work.
- Assembly of the project team based on scope and expertise, establishing roles and responsibilities and then coordinating resources throughout the engagement to ensure tasks are executed appropriately.
- Conducting an internal review in preparation of the Customer kick off to review the project objectives with the delivery resources, create a preliminary plan and solicit input of known risks and / or constraints.
- Conducting a project kick off with the Customer and project team.
- Developing and executing against a project plan which includes all phases of project delivery.
- Establishing a communication plan and strategy which will include but is not limited to: status updates, action items, issues and risks, mitigation plans and budget.
- Acting as the single point of contact for any issues or escalations throughout the engagement.
- Conducting a project close meeting to confirm deliverables were achieved and request project acceptance.

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2.8 Resources and Skills

SHI will provide the resources outlined below to be participants for this project effort. These resources will participate in all required steps and will be fully or partially responsible for tasks and deliverables where appropriate:

Title	Role Description	Involvement
Solutions Architect	Part time resource(s) responsible for all aspects of delivery including but not limited to analysis, design, build, test and migration activities.	**Part-time**
Project Manager	Part time resource responsible for overall execution of the project. Monitors progress against overall delivery. Primary interface between SHI and Customer.	**Part-time**

3 Assumptions

The project scope and associated price quoted within this Statement of Work are based on the following assumptions. Should any element(s) of these assumptions be lacking during execution of Services, additional time and associated fees and expenses may be required to complete this SOW.

1. Minimum lead time for scheduling Project Kickoff meeting is fifteen (15) business days from our receipt of the signed SOW or fifteen (15) business days from the confirmed start date between SHI and Customer; whichever date is later. Should you require more aggressive scheduling, please contact SHI to determine availability.
2. Please note that the time designated for knowledge transfer is throughout the engagement. Customer is responsible for providing a resource dedicated to this engagement and the extent of the knowledge transfer is dependent upon the availability of this resource.
3. SHI is not responsible for delays caused by failures, including but not exclusive to systems, personnel, or environmental causes or in receiving data from Customer.
4. Any restrictions or requirements regarding the engineer's use of personal equipment must be stated in advance of the commencement of the engagement.
5. All hardware and/or software and licensing required to perform the above Services will be provided by and is the responsibility of Customer. All wiring, hardware, and software required to perform the above Services are in working order.
6. All parties agree that personnel shall not be asked to perform, nor volunteer to perform, engineering and/or consulting tasks that lie outside the skill sets and experience of personnel. Personnel have the right to decline on a service request if the request falls outside the scope of their experience and expertise.
7. Project activity will be scheduled during the hours of 8:00 AM to 5:00 PM local time. Any work performed outside these hours is considered "overtime" and subject to overtime rates. Overtime Services must be previously agreed upon by both parties, scheduled in advance and will require a change order authorizing such charges.
8. All documentation will be delivered within fifteen (15) business days after the completion of the in-scope tasks or phases of the project. A standard document template will be utilized for this service delivery.

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4 Customer Responsibilities

Both Customer and SHI are responsible for the successful execution of this engagement. Prior to the start of this SOW, Customer will indicate to SHI in writing a person to be the point of contact. All project communications will be addressed to such point of contact (the "Customer Contact"). The Customer Contact is responsible for the following:

1. Performing a full working backup prior to the commencement of Services as SHI is not responsible for lost data.
2. Ensuring all related information and communication regarding this project is done through the Project Manager as expeditiously as possible.
3. Acting for the Customer in all aspects of the project.
4. Making the necessary administrative usernames and passwords available to the designated SHI resource if required for the successful completion of project.
5. Providing detailed and accurate information regarding their current network environment if required for the successful completion of project. This information will include the technical configuration of the domain environment.
6. Providing the necessary workspace and network access to provide the above Services.
7. Providing access to building(s) and room(s) if required for the successful completion of project.
8. Obtaining and provide project requirements, information, data, decisions and approvals within one working day of the request, unless both parties agree to a different response time.
9. Ensuring that SHI project personnel have reasonable and safe access to the project site and adequate office space, if required.
10. Providing technical points-of-contact, who have a working knowledge of the enterprise components to be considered during this project ("Technical Contacts"). SHI may request that meetings be scheduled with Technical Contacts.
11. Informing SHI of all access issues and security measures and providing access to all necessary hardware and facilities as required.
12. Having the authority to resolve conflicting requirements.
13. Helping resolve project issues and ensuring that issues are brought to the attention of the appropriate persons within SHI, if required.

Customer will provide individual resources outlined below to be participants for this project effort. These resources will participate in all required steps and will be fully or partially responsible for tasks and deliverables where appropriate:

Title	Role Description	Involvement
Sponsor / Project Manager	Project and resource coordination to support the effort as well as authority to make decisions and acceptance at project completion.	Part-time
IT Resource(s)	Provide access to workspace, building access, and general IT requests related to the effort. May also have responsibility for network, data center and project team activities.	Part-time

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5 Duties of SHI

SHI shall provide the Services and the SHI Work Product during the term of this engagement in accordance with this SOW and these terms and conditions.

1. SHI will provide all resources, facilities, management, labor, expertise, skills, tools, and equipment necessary for the performance of its obligations under this SOW.
2. Without limiting the foregoing, SHI shall:
   a. keep the Customer Project Manager advised of the progress of the project and the status of the Deliverables;
   b. permit any designated representative of Customer periodically to review the work of SHI personnel performing Services and preparing Deliverables;
   c. perform the Services in a timely manner and provide the Deliverables in accordance with this Statement of Work; and
   d. keep accurate records of work performed on this Statement of Work, evidence of which SHI shall provide to Customer upon request.

6 Change Control Process

The “Change Control Process” is that process which shall govern changes to the scope, schedule or price of the Project during the life of the Project. The Change Control Process will apply to new components and to enhancements of existing components. The Change Control Process will commence at the start of the Project and will continue throughout the Project's duration.

Under the Change Control Process, a written “Change Request” will be the vehicle for approving any desired changes to the project. It will describe the proposed change; the reason for the change and the effect the change may have on the Project. The requesting party will submit a written Change Request to the other party.

SHI and Customer will review the change request. All parties must sign the approval portion of the change request to authorize the desired changes. Once signed by all parties, the change request will act as an amendment to this SOW.

7 Project Initiation Process

Upon receipt of a signed SOW and Purchase Order, planning for the project will commence. A key step in the planning process is the Kickoff Meeting with Customer’s Team.

In the kickoff meeting, the contents of the SOW will be reviewed. This is an opportunity for Customer’s team who will be involved with the project to understand the Project’s goals, tasks, deliverables, and timelines.

Upon completion of the project kickoff meeting, minutes of the Kickoff meeting will be created based on the meeting discussion and distributed to Customer. Any changes to the project scope will be documented in these minutes. If Change Orders are necessary due to scope changes, that process will be initiated after the Kickoff meeting.

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8 Price and Payment Information

SHI proposes to deliver the Services described previously for the rates set forth below. This is an estimate of the time required to complete the objective. There is no guarantee such objective will be implemented within this timeframe. The Estimated # of Hours allocated in the table below for each resource may be subject to change at any time during the duration of this SOW at SHI's sole discretion.

Rate Description	Hourly Rate	Estimated # of Hours	Total Estimated Fee
Solution Architect	$275	280	$77,000.00
Project Manager	$185	70	$12,950.00
Total		**350**	**$ 89,950.00**

The pricing demonstrated in the table above is valid until this document is fully executed or 60 days from 4/7/2025, whichever comes first. Upon becoming fully executed, the pricing shall be honored for the duration of this SOW.

The total cost of this project is not to exceed $89,950.00, unless otherwise agreed to by both parties via the Change Control Process as described previously.

SHI will invoice for these Services based on hours consumed on a monthly basis or at completion of a project, whichever comes first.

Any additional work that is required outside the scope of this SOW requires written approval by SHI and Customer as described in the Change Control Process described previously in this document and will be billed at a rate mutually agreed upon by SHI and Customer.

8.1 Travel Expenses

No travel is required for this project.

8.2 Billing Terms

Invoices are processed monthly. All invoices are due and payable within 30 calendar days of the invoice date.

Fees DO NOT include applicable taxes that must be collected. Please allow for taxes that may apply to the work outlined in your Purchase Order. Tax will be applied to the address in the "Billing Information" section unless otherwise specified in "Exception" section below.

8.2.1 Exception

No exceptions apply.

Docusign Envelope ID: 82D6593F-75C1-4A10-8A22-F2AAD7C27B80

8.3 Final Acceptance

At the completion of the work SHI will provide a "Project Acceptance Form" for execution by Customer. Customer's signature on this form signifies the Customer's Final Acceptance of the work, and agreement that all Deliverables have been completed in accordance with the SOW and the final invoice may be issued by SHI. If the Customer does not so accept the Deliverables then Customer shall, within fifteen calendar days after receipt of the Project Acceptance Form, state specifically which Deliverables were not Final Accepted and why, and return the form to SHI for resolution.

If Customer does not return the Project Acceptance Form within fifteen calendar days after the date of its transmittal, Customer shall be deemed to have Final Accepted the Deliverables, and consequently, the remainder of the Services, and SHI will invoice the Customer for the remainder of the price due to SHI.

9 Terms and Conditions

This statement of work (SOW) is subject to and governed by the terms of the Services agreement DIR Contract No. DIR-CPO-4938 ("Agreement") between TX-County of Williamson and SHI with an Effective Date of 5/26/2022.

In the event any terms and conditions of this SOW conflict with the Agreement, this SOW will control for the purposes of this SOW only. All terms defined in the Agreement and used herein will have the same meaning as set for in the Agreement.

10 SOW Acceptance

The project Terms and Conditions are as outlined in this document. Once fully executed, this document will become the Statement of Work for the Services defined in this document. The Customer's signature below authorizes SHI to begin the Services described above and indicates the Customer's agreement to process and pay the invoices associated with these Services.

The Contact signing this document has the authority to do so.

TX-County of Williamson		SHI International Corp.	
Name		**Name**	Jessica Cole
Title		**Title**	Managing Director, PMO
Signature		**Signature**	DocuSigned by: Jessica Cole 791659E5A49B473...
Date		**Date**	4/8/2025
Purchase Order			

Docusign Envelope ID: 82D6593F-75C1-4A10-8A22-F2AAD7C27B80

11 Billing Information

The location(s) of Services to be provided and billing contact is:

Billing Information
Company Name **TX-County of Williamson**
Street Address 301 SE Inner Loop, Suite 105
City, State, Zip Code Georgetown, TX 78626-8207
Contact Name and Title TBD
Contact Phone Number and E-mail Address TBD

12 Project Location(s) & Contact Information

Site Information
Work will be delivered remotely

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:
2025-1288647

Date Filed:
03/31/2025

Date Acknowledged:

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

SHI Government Solutions, Inc.
Somerset, NJ 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.

25845
Active Directory Forest Build

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

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

6 UNSWORN DECLARATION

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

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

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

Executed in Travis County, State of Texas, on the 31st day of March (month), 2025 (year).

Natley Ravipati

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:
2025-1288647

Date Filed:
03/31/2025

Date Acknowledged:
04/01/2025

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

SHI Government Solutions, Inc.
Somerset, NJ 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.

25845
Active Directory Forest Build

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 **25.**

Meeting Date: 04/15/2025

Space Utilization for Juvenile Justice System Courtroom Layout

Submitted For: Dale Butler **Submitted By:** Gretchen Glenn, Facilities Managemen

Department: Facilities Management

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to allow temporary occupancy of 909 S. Austin Ave, Georgetown (Old Carquest), for SpawGlass Construction to utilize for a mockup of the future Juvenile Justice Center courtroom layout.

Background

The courtroom mockup is specified as part of the construction process to allow for user groups to review the functionality of a life-sized layout of the courtroom design.

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	04/03/2025 09:14 PM
Form Started By: Gretchen Glenn		Started On: 04/03/2025 04:11 PM
Final Approval Date: 04/03/2025		

Commissioners Court - Regular Session **26.**

Meeting Date: 04/15/2025

Approval of for Design and Engineering Services Agreement with Cleary Zimmermann Engineers, LLC for Williamson County Jail South Secure Storage HVAC through RFSQ #24RFSQ53 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 awarding RFSQ #24RFSQ53 to Cleary Zimmermann Engineers, LLC, for Williamson County Jail South Secure Storage HVAC, in the amount of Forty-Three Thousand Five Hundred and No/100 Dollars ($43,500.00) and authorize execution of the agreement.

Background

Cleary Zimmermann Engineers, LLC 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. Cleary Zimmermann Engineers, LLC, is being recommended for this project following a project specific evaluation of the firms from the 24RFSQ53 pool where Cleary Zimmermann Engineers, LLC received the highest score for this project. This Agreement between Williamson County and Cleary Zimmermann Engineers, LLC, is for the Williamson County Jail South Secure Storage HVAC (located at 508 S. Rock St, Georgetown, TX 78626) Contract Audit and General Counsel reviewed. Detailed Scope of Work is attached. The funding source is 01.0100.1008.004100 and the point of contact is Gretchen Glenn.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Professional Service Agreement

Form 1295 Cleary Zimmermann Engineers LLC Complete

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/09/2025 12:18 PM
County Judge Exec Asst.	Andrea Schiele	04/09/2025 03:26 PM
Form Started By: Michelle McKinney		Started On: 04/04/2025 08:43 AM
Final Approval Date: 04/09/2025		

AGREEMENT FOR DESIGN & ENGINEERING SERVICES

PROJECT: **Jail South Secure Storage HVAC** ("Project")

ARCHITECT/ ENGINEER: **Cleary Zimmermann Engineers, LLC** ("A/E")
Aaron Lovelock, PE, Principal
3218 Manor Road, Ste 200
Austin, Texas 78723

COUNTY'S DESIGNATED REPRESENTATIVE: **Williamson County Facilities Department**
Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

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 architects and engineers; and

WHEREAS, County intends to **design new HVAC renovations to the Secure Storage area within Jail South** 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 design and engineering services for the Project, which are acceptable to County, based on standard 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 architect and engineer in those phases of the Project to which this Agreement applies and will consult with and give advice to County during the performance of A/E's services.

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

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

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

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

ARTICLE 5
TIME FOR PERFORMANCE

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

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

ARTICLE 6
COMPENSATION AND EXPENSES

6.1 Basic Fee.
For and in consideration of the Basic Services rendered by A/E, County shall pay to A/E up to **Forty-Three Thousand Five Hundred and No/100 Dollars ($ 43,500.00)** 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 **Four Hundred Thirty-Five and No/100 Dollars ($ 435.00)**.

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 Facilities Department
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

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:

Cleary Zimmermann Enginneers, LLC
Aaron Lovelock, PE, Principal
3218 Manor Road, Ste 200
Austin, Texas 78723

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 Facilities Department
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

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

A/E: Cleary Zimmermann Engineers, LLC
3218 Manor Road, Ste 200
Austin, Texas 78723

Attention: Aaron Lovelock, PE
Principal

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

ARTICLE 11
PROGRESS EVALUATION

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

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

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

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

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

ARTICLE 12
CHANGES IN COMPLETED BASIC SERVICES

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

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

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

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

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

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

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

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

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

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

13.2 Revision to A/E Work Product.

A/E shall make, without expense to County, such revisions to A/E Work Product as may be required to correct negligent errors or omissions so A/E Work Product meets the needs of County, but after the approval of A/E Work Product any revisions, additions, or other modifications made

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

13.3 Days.

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

13.4 County's Reliance on A/E.

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

ARTICLE 14
SUSPENSION

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

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

ARTICLE 15
VIOLATION OF CONTRACT TERMS/ BREACH OF CONTRACT

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

ARTICLE 16
TERMINATION

This Agreement may be terminated as set forth below.

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

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

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

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

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

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

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

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

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

ARTICLE 17
USE OF DOCUMENTS

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

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

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

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

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

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

ARTICLE 18
PERSONNEL, EQUIPMENT, AND MATERIAL

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

ARTICLE 19
SUBCONTRACTING

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

ARTICLE 20
MODIFICATIONS

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

ARTICLE 21
COMPLIANCE WITH LAWS

21.1 Compliance.

A/E shall render the services hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the 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 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:

25.5.1
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

25.5.2
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 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 0Agreement.

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:
Cleary Zimmermann Engineers, LLC

By: Wade Cleary
Signature

Wade Cleary
Printed Name

CEO/Managing Principal
Title

Date Signed: 8/26/2025

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 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 Jail - South
508 S. Rock Street, Georgetown, Texas 78626
Jail South
4100.1008

Design new HVAC renovations to the Secure Storage room within the South Jail. All new HVAC units will meet Code requirements. Power for any new HVAC unit(s) will be fed from a generator-backed source.

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:		$	43,500	100%
100%	**Cleary Zimmermann**	$	43,500	
Phase I - SCHEMATIC DESIGN		$	6,960	16%
	Cleary Zimmermann	$	6,960	
Phase II - DESIGN DEVELOPMENT		$	10,875	25%
	Cleary Zimmermann	$	10,875	
Phase III - CONSTRUCTION DOCUMENTS		$	15,225	35%
	Cleary Zimmermann	$	15,225	
Phase IV - REGULATORY REVIEW AND PERMITS		$	1,305	3%
	Cleary Zimmermann	$	1,305	
Phase V - BIDDING, AWARD, AND EXECUTION		$	1,305	3%
	Cleary Zimmermann	$	1,305	
Phase VI - CONSTRUCTION ADMINISTRATION		$	6,525	15%
	Cleary Zimmermann	$	6,525	
Phase VII - PROJECT CLOSE-OUT		$	1,305	3%
	Cleary Zimmermann	$	1,305	

EXHIBIT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Agreement within **Six Hundred Sixty-Seven (667) 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	**04/15/25**
Phase I - SCHEMATIC DESIGN	
Preliminary Scope and Budget analysis deliverables	05/09/25
30% Plans, Specifications and Estimate deliverables	05/23/25
County written authorization to proceed to next phase	06/06/25
Phase II - DESIGN DEVELOPMENT	
60% Plans, Specifications and Estimate deliverables	06/20/25
County written authorization to proceed to next phase	07/03/25
Phase III - CONSTRUCTION DOCUMENTS	
Site Development Plans application submittal to City	08/11/25
Complete Plans, Specifications and Estimate deliverables	07/24/25
County written authorization to proceed to next phase	08/14/25
Phase IV - REGULATORY REVIEW AND PERMITS	
Sealed Plans and Specifications and Estimate deliverables to County	09/04/25
Plans submittal to TDLR and Permit application submittal to City	09/11/25
Construction Permits received from City	10/10/25
Phase V - BIDDING, AWARD, AND EXECUTION	
Permitted Plans and Specifications and Estimate deliverables to County	10/17/25

County advertises project for Bid	11/07/25
Contract Award	12/08/25

Phase VI - CONSTRUCTION ADMINISTRATION

Contractor Notice to Proceed	12/15/25
Construction Substantial Completion	12/15/26

Phase VII - PROJECT CLOSE-OUT

Record Documents deliverables	01/14/27

All services shall be complete on, or before: **02/11/27**

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.

Cleary Zimmermann Engineers, LLC

Wade Cleary
Signature of Certifying Official

Wade Cleary
Printed Name of Certifying Official

CEO/Managing Principal
Title of Certifying Official

8/26/2025
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 Wade Cleary (Signatory Name) the CEO/Managing Principal (Signatory Title) of Cleary Zimmermann (Entity Name), on behalf of said firm.

CHRYSTAL PAYNE
Notary Public, State of Texas
Comm. Expires 08-26-2025
Notary ID 10688026

Chrystal Payne
Notary Public in and for the
State of Texas

My commission expires: 8/26/2025

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:
2025-1287611

Date Filed:
03/27/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Cleary Zimmermann Engineers
San Antonio, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
Jail South Secure Storage HVAC
Design and Engineering Services for new HVAC renovations to the Secure Storage area within Jail South

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Cleary, Wade	San Antonio, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Wade Cleary, 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 Bexar County, State of Texas, on the 27th day of March (month), 2025 (year).

Wade Cleary
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:
2025-1287611

Date Filed:
03/27/2025

Date Acknowledged:
04/04/2025

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

Cleary Zimmermann Engineers
San Antonio, TX United States

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

Williamson County

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

Jail South Secure Storage HVAC
Design and Engineering Services for new HVAC renovations to the Secure Storage area within Jail South

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Cleary, Wade	San Antonio, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

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

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

Commissioners Court - Regular Session **27.**

Meeting Date: 04/15/2025

Approval for Design and Engineering Services Agreement for the Cedar Park Annex Chiller Plant Update with O'Connell Robertson & Associates, Inc. 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 awarding RFSQ #25RFSQ7 to O'Connell Robertson & Associates, Inc, for the Cedar Park Annex Chiller Plant Update, in the amount of Thirty-Nine Thousand Five Hundred and No/00 Dollars ($39,500.00) and authorize execution of the agreement.

Background

O'Connell Robertson & Associates, Inc is recommended for award through RFSQ #25RFSQ7, which established a pre-qualified consultant pool to be contracted on an as-needed basis, on 01.07.2025 agenda item no.32. O'Connell Robertson & Associates, Inc, is being recommended for this project following a project specific evaluation of the firms from the 25RFSQ7 pool where O'Connell Robertson & Associates, Inc received the highest score for this project. This Agreement between Williamson County and O'Connell Robertson & Associates, Inc., is for the Williamson County Cedar Park Annex Chiller Plant Update, located at 350 Discovery Blvd, Cedar Park TX 78613. Contract Audit and General Counsel reviewed. Detailed Scope of Work is attached. The funding source is 01.0100.1032.004100 and the point of contact is Gretchen Glenn.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Professional Service Agreement

Form 1295 O'Connell Robertson & Associates

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/09/2025 03:52 PM
County Judge Exec Asst.	Andrea Schiele	04/09/2025 04:40 PM
Form Started By: Michelle McKinney		Started On: 04/08/2025 08:14 AM
Final Approval Date: 04/09/2025		

AGREEMENT FOR DESIGN & ENGINEERING SERVICES

PROJECT:	**Williamson County Cedar Park Annex Chiller Plant Updates**	("Project")
ARCHITECT/ ENGINEER:	**O'Connell Robertson & Associates, Inc** Kevin Hysick, PE, Senior Associate 811 Barton Springs Rd, Suite 900 Austin, Texas 78704	("A/E")
COUNTY'S DESIGNATED REPRESENTATIVE:	**Williamson County Department** Director of Facilities 3101 SE Inner Loop Georgetown, Texas 78626	

THIS AGREEMENT FOR 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 architects and engineers; and

WHEREAS, County intends to **replace equipment in hydronic pump room at the Cedar Park Annex**; 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 design and engineering services for the Project, which are acceptable to County, based on standard 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 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 **Thirty-Nine Thousand Five Hundred and No/00 Dollars ($ 39,500.00)** 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 **Three Hundred Ninety-Five and No/100 Dollars ($ 395.00)**.

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 Facilities Department
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

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:

O'Connell Robertson & Associates, Inc.
Kevin Hysick, PE, Senior Associate
811 Barton Springs Rd, Suite 900
Austin, Texas 78704

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 Facilities Department
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

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

A/E: **O'Connell Robertson & Associates, Inc**
811 Barton Springs Rd, Suite 900
Austin, Texas 78704

Attention: Kevin Hysick, PE
Senior Associate

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 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 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:

25.5.1
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

25.5.2
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 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:
O'Connell Robertson & Associates, Inc

By: _____
Signature

Nick Patterson
Printed Name

PE, Principal
Title

Date Signed: _____

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 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:

Cedar Park Annex
350 Discovery Boulevard, in Cedar Park, TX 78613
Cedar Park Annex
4100.1032

The Cedar Park Annex intends to replace equipment in their hydronic pump room one-for-one. The project will also include the one-for-one replacement of a 6,600 CFM roof mounted energy recovery outside air unit with a total energy wheel, sensible energy wheel, chilled water-cooling coil, and hot water heating coil.

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:		**$**	**39,500**	100%
100%	**O'Connell Robertson**	**$**	**39,500**	
Phase I - SCHEMATIC DESIGN		**$**	**5,925**	15%
	O'Connell Robertson	$	5,925	
Phase II - DESIGN DEVELOPMENT		**$**	**9,875**	25%
	O'Connell Robertson	$	9,875	
Phase III - CONSTRUCTION DOCUMENTS		**$**	**11,850**	30%
	O'Connell Robertson	$	11,850	
Phase IV - REGULATORY REVIEW AND PERMITS		**$**	**1,185**	3%
	O'Connell Robertson	$	1,185	
Phase V - BIDDING, AWARD, AND EXECUTION		**$**	**1,580**	4%
	O'Connell Robertson	$	1,580	
Phase VI - CONSTRUCTION ADMINISTRATION		**$**	**7,900**	20%
	O'Connell Robertson	$	7,900	
Phase VII - PROJECT CLOSE-OUT		**$**	**1,185**	3%
	O'Connell Robertson	$	1,185	

EXHIBIT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Agreement within **Six Hundred Fifty-Seven (657) 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	**04/29/25**
Phase I - SCHEMATIC DESIGN	
Preliminary Scope and Budget analysis deliverables	05/20/25
30% Plans, Specifications and Estimate deliverables	06/10/25
County written authorization to proceed to next phase	07/01/25
Phase II - DESIGN DEVELOPMENT	
60% Plans, Specifications and Estimate deliverables	07/22/25
County written authorization to proceed to next phase	08/12/25
Phase III - CONSTRUCTION DOCUMENTS	
Site Development Plans application submittal to City	10/03/25
Complete Plans, Specifications and Estimate deliverables	09/16/25
County written authorization to proceed to next phase	10/07/25
Phase IV - REGULATORY REVIEW AND PERMITS	
Sealed Plans and Specifications and Estimate deliverables to County	11/06/25
Plans submittal to TDLR and Permit application submittal to City	11/13/25
Construction Permits received from City	12/04/25
Phase V - BIDDING, AWARD, AND EXECUTION	
Permitted Plans and Specifications and Estimate deliverables to County	12/11/25

County advertises project for Bid	01/06/26
Contract Award	02/05/26

Phase VI - CONSTRUCTION ADMINISTRATION

Contractor Notice to Proceed	02/19/26
Construction Substantial Completion	12/16/26

Phase VII - PROJECT CLOSE-OUT

Record Documents deliverables	01/15/27

All services shall be complete on, or before: **02/15/27**

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.

O'Connell Robertson & Associates, Inc.

_____
Signature of Certifying Official

_____
Printed Name of Certifying Official

_____
Title of Certifying Official

_____
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 _____
Signatory Name
the _____ of _____, on behalf of said firm.
Signatory Title Entity Name

_____
Notary Public in and for the
State of Texas

My commission expires: _____

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:
2025-1290553

Date Filed:
04/03/2025

Date Acknowledged:

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

O'Connell Robertson
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

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.

CPA Chiller Plant Update
MEP design

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 Nicholas Patterson, and my date of birth is [redacted].

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

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

Executed in Travis County, State of TX, on the 3rd day of April (month), 2025 (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:
2025-1290553

Date Filed:
04/03/2025

Date Acknowledged:
04/07/2025

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

O'Connell Robertson
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

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.

CPA Chiller Plant Update
MEP design

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

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

6 UNSWORN DECLARATION

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

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

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

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

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

Commissioners Court - Regular Session **28.**

Meeting Date: 04/15/2025

Approval of Master Service Agreement #2025157 with American Watercare, Inc. for Commercial Water System Repair 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 #2025157, between Williamson County and American Watercare, Inc. for Commercial Water System Repair 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 water systems maintenance and repair services as needed between Williamson County and American Watercare, Inc. This company has previously been used by the Williamson County Facilities Management department for a similar scope of work as it 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 # 2139, and the department contact is Shantil Moore, Facilities Management.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Master Service Agreement

Form 1295 American Watercare, Inc. Complete

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/10/2025 10:05 AM
County Judge Exec Asst.	Andrea Schiele	04/10/2025 10:43 AM
Form Started By: Michelle McKinney		Started On: 04/08/2025 08:48 AM
Final Approval Date: 04/10/2025		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

MASTER SERVICES AGREEMENT WITH AMERICAN WATERCARE, INC.

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 **American Watercare, 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 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 maintenance and repair services on commercial water systems as needed throughout Williamson County. The services include but are not limited to the services and work described in the attached **Price Sheet** 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. 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
American Watercare, Inc.
P.O. Box 2080
Round Rock, TX 78680

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. American Watercare Price Sheet (valid thru September 30, 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.

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___

American Watercare, Inc.:

Jay Bak
Authorized Signature

Jay Baker
Printed Name

Dated: 4-2 _____, 2025

Approved as to Legal Form
HAL HAWES
General Counsel, Commissioners Court
Date: Apr 04 2025 Time: 9:51 am

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Apr 03 2025 Time: 6:42 am

Exhibit "A"
American Watercare Price Sheet

American Water – Kinetico Water System

Attachment B – Price Sheet

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 compensation and fee scheduled 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, we will forward those adjusted rates to you.

Personnel Level	Hourly Rate
1. Technician	
a. Regular Hours – 7:00 am – 5:00 pm	$295.00
b. After Regular Hours – 5:01 pm – 6:59 am	$390.00
c. Weekends or County approved Holidays	Weekends (Saturday) - $390.00

Emergency Contact Personnel:	Laura or Chelesa
Business Hours Phone Number:	512-388-0022
After Hours/Emergency Phone Number:	512-388-0022
Email Address:	laura@americanwatertx.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 15 % markup.
**	Contractor may invoice for equipment rental on a cost-plus basis. The contactor may invoice at 15 % 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:
2025-1283708

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.
American Watercare INC
Round Rock, 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.
American Water Kinetico

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.
2025157
Water softener 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 Laura Eiben, 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 19 day of March (month), 2025 (year).

Laura B E

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

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American Watercare INC
Round Rock, 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.

American Water Kinetico

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.

2025157
Water softener 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 **29.**

Meeting Date: 04/15/2025

Approval of Construction Service Agreement with Tom Arnold Drilling Contractor II, LLC for Well Repair at Florence location 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 authorizing the Construction Service Agreement no.2025205 with Tom Arnold Drilling Contractor II, LLC for Well Repair at 555 CR 243, Florence, TX 76527, in the amount of Forty-Two Thousand, Eight Hundred Dollars ($42,800.00), and authorize the execution of the agreement.

Background

This is for a new well at the same location where prior work was approved in CC on 02.04.25, Item no.17, at 555 CR 243, Florence, TX 76527. The three-quote requirement was completed. Contract Audit and General Counsel reviewed. The Funding Source is 01.0200.0210.004509 and the point of contact is Christy Matoska.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Construction Service Agreement

Form 1295- Tom Arnold Drilling Contractor II, LLC Complete

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/09/2025 11:43 AM
County Judge Exec Asst.	Andrea Schiele	04/09/2025 03:42 PM
Form Started By: Michelle McKinney		Started On: 04/08/2025 09:44 AM
Final Approval Date: 04/09/2025		

Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and Tom Arnold Drilling Contractor II, LLC ("Contractor") is entered into in accordance with the following terms and conditions:

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor for the construction of New Well – Florence (hereinafter called the "Project"). The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Project, or any phase of the Project, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work").

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the sum of **Forty-Two Thousand, Eight Hundred Dollars ($42,800.)** in accordance with the terms and conditions of this Agreement.

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

ARTICLE 4 CONTRACT TIME:

4.1 Contractor shall commence the Work upon instruction to do so from the Owner and shall achieve Substantial Completion within **sixty (60) calendar days** from the date the Work is commenced; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Unless otherwise specified in writing, Contractor shall achieve Final Completion within **thirty (30) calendar days of Substantial Completion**. Owner shall determine when the Project has been fully and finally completed to its satisfaction. The time set forth for completion of the work is an essential element of the Agreement.

4.2 Liquidated Damages.

Contractor acknowledges and recognizes that Owner is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that Owner has entered into, or will enter into, binding agreements upon Contractor's achieving Substantial Completion of the Work within the Contract Time. Contractor further acknowledges and agrees that if Contractor fails to complete substantially or cause the Substantial Completion of any Phase

of the Work within the Contract Time, Owner will sustain extensive damages and serious loss as a result of such failure. In the cases of missed scheduled events, which incur exact losses of revenue and exact expenses for fees and other cancellation costs, Contractor shall be responsible for the exact amount of damages sustained by Owner. In other cases, the exact amount of such damages will be extremely difficult to ascertain. Therefore, Owner and Contractor agree as set forth below:

4.2.1 Subject to the other terms and conditions herein, if Substantial Completion is not achieved by the date specified above or by such date to which the Contract Time may be extended, the Contract Price shall be reduced by **Five Hundred Dollars ($500.) per calendar day** as liquidated damages and not as a penalty, until the date of Substantial Completion. Force majeure shall apply relative to both rain/snow delays (acts of nature) and/or supply delays over which Contractor has no control, and such force majeure delays shall not be subject to such reduction of the Contract Price.

4.2.2 Owner may deduct liquidated damages described herein from any unpaid amounts then or thereafter due Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due Contractor shall be payable by Contractor to Owner at the demand of Owner, together with the interest from the date of the demand at a rate equal to the prime interest rate as published by the Wall Street Journal on the **first (1st) business day** after such amounts are demanded.

4.2.3 Notwithstanding anything to the contrary in this Agreement, if Owner is unable to recover any portion of liquidated damages in accordance with the terms and conditions herein because it is found to be unenforceable or invalid as a penalty or otherwise, then, Owner shall be entitled to recover from Contractor all of Owner's actual damages in connection with the failure by Contractor to achieve Substantial Completion of the Work within the Contract Time, including, without limitation, direct, indirect, or consequential damages.

ARTICLE 5 PAYMENT:

5.1 Contractor shall receive one lump sum payment of the Contract Price upon completion of the Project.

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

6.1 Contractor shall render, diligently and competently in accordance with the highest standards used in the profession, all Contractor services which shall be necessary or advisable for the expeditious, economical and satisfactory completion of the Project. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations and to further the interests of Owner in accordance with Owner's requirements and procedures.

6.2 Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

6.3 Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

6.4 Contractor shall be responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work.

6.5 Insurance. Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner. All policies of insurance provided by the Contractor must comply with the requirements set forth herein, the Agreement and the laws of the State of Texas.

6.5.1 The Contractor shall provide and maintain, until the Work covered in the Agreement is completed and accepted by the Owner, the minimum insurance coverages in the minimum amounts as described below.

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

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

COVERAGE	PER OCCURRENCE
Commercial General Liability (including premises,	$1,000,000

completed operations
and contractual)

Aggregate policy limits: $2,000,000

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

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

.5 Damage to Rented Property/Premises (Ea. Occurrence): $100,000

.6 Builder's Risk Insurance (all-risks)

An all-risk policy, in the amount equal at all times to 100% of the Contract Price. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name its Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

a. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

b. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions if any. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

.6. Flood insurance when specified in Supplementary General Conditions or Special Conditions.

.7 Umbrella coverage in the amount of not less than $5,000,000.

6.5.2 Workers' Compensation Insurance Coverage:

1. Definitions:

   (a) Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.

   (b) Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project has been completed and accepted by the Owner.

   (c) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

   (d) Persons providing services on the Project ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

2. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project.
3. The Contractor must provide a certificate of coverage prior to execution of the Agreement/Contract, and in no event later than ten (10) days from Notice of Award.
4. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.
5. The Contractor shall obtain from each person providing services on a project, and provide to the Owner:

   (a.) a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and

(b.) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

6. The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.
7. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.
8. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

9. The Contractor shall contractually require each person with who it contracts to provide services on a project, to:

(a) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;
(b) provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;
(c) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
(d) obtain from each other person with whom it contracts, and provide to the Contractor:

i. a certificate of coverage, prior to the other person beginning work on the Project; and
ii. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

(e) retain all required certificate of coverage on file for the duration of the Project and for one year thereafter;
(f) notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

(g) contractually require each person with whom it contracts, to perform as required by paragraphs (a)-(g), with the certificates of coverage to be provided to the person for whom they are providing services.

10. By signing the Agreement/Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

11. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner to declare the Agreement/Contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.

6.5.3 If insurance policies are not written for the amounts specified herein, Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of primary coverage.

6.5.4 Insurance coverage required hereunder shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company, or otherwise acceptable to Owner.

6.5.5 **The Owner ("Williamson County, Texas"), its officials, employees and volunteers shall be named as an additional insured on all required policies.** These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by that insurer to bind coverage on its behalf.

6.5.6 The furnishing of the above listed insurance coverage, as may be modified by the Agreement, must be tendered prior to execution of the Agreement/Contract, and in no event later than ten (10) days from Notice of Award.

6.5.7 Owner reserves the right to review the insurance requirements set forth herein during the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

6.5.8 Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the

Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

6.5.9 Contractor shall be responsible for payment of premiums for all of the insurance coverages required hereunder. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $75,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.

6.5.10 Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement hereunder just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement hereunder shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

ARTICLE 7 INDEMNITY:

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

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES,

ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF CONTRACTOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

7.2 Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, or of the various departments comprising Owner, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

ARTICLE 8 WARRANTY:

8.1 Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.

8.2 Contractor shall provide warranty services for the Work for a **full twelve (12) months** following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

ARTICLE 9 PREVAILING WAGE RATE:

9.1 Duty to Pay Prevailing Wage Rates. The Contractor shall pay not less than the wage scale of the various classes of labor as shown on the "Prevailing Wage Schedule", as defined below. The specified wage rates are minimum rates only, and are not representations that qualified labor adequate to perform the Work is available locally at the prevailing wage rates. The Owner is not bound to pay—and will not consider—any claims for additional compensation made by any Contractor because the Contractor pays wages in excess of the applicable minimum rate contained in the Agreement. The "Prevailing Wage Schedule" is not a representation that quantities of qualified labor adequate to perform the Work may be found locally at the specified wage rates.

9.1.2 For classifications not shown, workers shall not be paid less than the wage indicated for Laborers. The Contractor shall notify each worker commencing work on the Project of the worker's job classification and the established minimum wage rate required to be paid, as well as the actual amount being paid. The notice must be delivered to and signed in acknowledgement of receipt by the employee and must list both the monetary wages and fringe benefits to be paid or furnished for each classification in which the

worker is assigned duties. When requested by Owner, competent evidence of compliance with the Texas Prevailing Wage Law shall be furnished by Contractor.

9.1.3 A copy of each worker wage rate notification shall be submitted to the Owner with the Application for Payment for the period during which the worker began on-site activities.

9.2 Prevailing Wage Schedule. Pursuant to Texas Government Code Section 2258.022(2), the general prevailing rate of per diem wages for each craft or type of worker needed to execute the Contract and the prevailing rate for legal holiday and overtime work shall be the most recent prevailing wage rate for Williamson County, Texas for building construction as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, which are published and can be obtained online at https://sam.gov/search/?index=dbra (the "Prevailing Wage Schedule"). Should the Contractor at any time become aware that a particular skill or trade not reflected on the Prevailing Wage Schedule will be or is being employed in the Work, whether by the Contractor or by a subcontractor, the Contractor shall promptly inform the Owner and shall specify a wage rate for that skill or trade, which shall bind the Contractor.

9.3 Penalty for Violation. The Contractor and any Subcontractor shall pay to the Owner a penalty of sixty dollars ($60.00) for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the Prevailing Wage Schedule or any supplement or update thereto pursuant to previsions above. The Contractor and each Subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all workers employed in connection with the Work, and showing the actual per diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the Owner.

9.4 Complaints of Violations of Prevailing Wage Rates. Within thirty-one (31) days of receipt of information concerning a violation of Texas Government Code, Chapter 2258, the Owner shall make an initial determination as to whether good cause exists to believe a violation occurred. The Owner's decision on the initial determination shall be reduced to writing and sent to the Contractor or Subcontractor against whom the violation was alleged, and to the affected worker. When a good cause finding is made, the Owner shall retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the Prevailing Wage Schedule and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.

9.5 Arbitration Required if Violation not Resolved. After the Owner makes its initial determination, the affected Contractor or Subcontractor and worker have fourteen (14) days in which to resolve the issue of whether a violation occurred, including the amount that should be retained by Owner or paid to the affected worker. If the Contractor or Subcontractor and affected worker reach an agreement concerning the worker's claim, the Contractor shall promptly notify the Owner in a written document signed by the worker. If the Contractor or Subcontractor and affected worker do not agree before the fifteenth (15^{th}) day after the Owner's determination, the Contractor or Subcontractor and affected worker must participate in binding arbitration in

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

9.6 Arbitration Award. If an arbitrator determines that a violation has occurred, the arbitrator shall assess and award against the Contractor or Subcontractor the amount of penalty as provided herein and the amount owed the worker. The Owner may use any amounts retained hereunder to pay the worker the amount as designated in the arbitration award. If the Owner has not retained enough from the Contractor or Subcontractor to pay the worker in accordance with the arbitration award, the worker has a right of action against the Contractor and Subcontractor as appropriate, and the surety of either to receive the amount owed, attorneys' fees and court costs. The Contractor shall promptly furnish a copy of the arbitration award to the Owner.

9.7 Prevailing Wage Retainage. Money retained pursuant to this section shall be used to pay the claimant or claimants the difference between the amount the worker received in wages for labor on the Project at the rate paid by the Contractor or Subcontractor and the amount the worker would have received at the general prevailing wage rate as provided by the agreement of the claimant and the Contractor or Subcontractor affected, or in the arbitrator's award. The full statutory penalty of sixty dollars ($60.00) per day of violation per worker shall be retained by the Owner to offset its administrative costs, pursuant to Texas Government Code, §2258.023. Any retained funds in excess of these amounts shall be paid to the Contractor on the earlier of the next progress payment or final payment. Provided, however, that the Owner shall have no duty to release any funds to either the claimant or the Contractor until it has received the notices of agreement or the arbitration award as provided in this section.

9.8 No Extension of Time. If the Owner determines that good cause exists to believe a violation has occurred, the Contractor shall not be entitled to an extension of time for any delay arising directly or indirectly from of the procedures set forth in this section.

ARTICLE 10 INTENTIONALLY DELETED

ARTICLE 11 TERMINATION OR SUSPENSION OF THE AGREEMENT

11.1 Termination by Contractor

If one of the reasons described below exists, the Contractor may, upon thirty (30) business days written notice to the Owner, terminate the Agreement and recover from the Owner payment for Work executed, including reasonable overhead, profit, and costs incurred by reason of such termination:

11.1.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

11.1.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped; or

11.1.3 If the Work is stopped for a period of ninety (90) consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Agreement.

11.2 Termination by the Owner for Cause

11.2.1 The Owner may terminate the Agreement if the Contractor:

11.2.1.1 Fails to commence the Work in accordance with the provisions of the Agreement;
11.2.1.2 Fails to prosecute the Work to completion thereof in a diligent, efficient, timely, workmanlike, skillful and careful manner and in strict accordance with the provisions of the Agreement;
11.2.1.3 Fails to use an adequate amount or quality of personnel or equipment to complete the Work without undue delay;
11.2.1.4 Fails to perform any of its obligations under the Agreement;
11.2.1.5 Fails to make prompt payments when due to its Subcontractors and Suppliers, or as required by **Texas Government Code, Chapter 2251**;
11.2.1.6 Files any petition or other pleading seeking any relief under any provisions of the Federal Bankruptcy Act, as amended, or any other federal or state statute or law providing for reorganization of debts or other relief from creditors, permits a receiver or other person to be appointed on account of its insolvency or financial condition, or becomes insolvent;
11.2.1.7 Creates any situation or state of facts which would authorize or permit an involuntary petition in bankruptcy to be filed against Contractor; or
11.2.1.8 Has not met or in Owner's opinion will not meet the dates of Substantial Completion set forth in the Agreement.

11.2.2 When any of the reasons under **Paragraph 11.2.1** exist, the Owner, in its sole and absolute discretion, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, **thirty (30) calendar days** written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety, exclude the Contractor from the Project site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor; accept assignment of subcontracts of Contractors subcontractors; and finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

11.2.3 When the Owner terminates the Agreement for one of the reasons stated in **Paragraph 11.2.1**, the Contractor shall not be entitled to receive payment until the Work is finished. In the event that it is determined that sufficient cause did not exist for termination under this **Section 11.2**, then the termination shall be considered a termination for convenience, under **Section 11.4**, below.

11.2.4 If the unpaid balance of the Contract Price exceeds costs of finishing the Work, including compensation for expenses made necessary thereby, and other damages and costs incurred by the

Owner in finishing the Work and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

11.3 Suspension by the Owner for Convenience

11.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

11.3.2 The Contract Price and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in **Paragraph 11.3.1**. Adjustment of the Contract Price shall include profit. No adjustment shall be made to the extent:

11.3.2.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

11.3.2.2 that an equitable adjustment is made or denied under another provision of the Agreement.

11.4 Termination by the Owner for Convenience

11.4.1 The Owner may, at any time, terminate the Agreement for the Owner's convenience and without cause.

11.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

11.4.2.1 Cease operations as directed by the Owner in the notice;

11.4.2.2 Take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

11.4.2.3 Except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

11.4.3 Upon Owner's termination for convenience, costs of the Work executed, including reasonable overhead and profit, incurred to and including the date of termination, will be due and payable to Contractor in accordance with the Agreement.

ARTICLE 12 MISCELLANEOUS PROVISIONS:

12.1 Interest and Late Payments. Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street

Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

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

12.3 Assignment. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party.

12.4 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County, Texas where the Project is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the Project in which the Owner is a party.

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

12.6 Notices. All notices, consents, approvals, demands, requests or other communications relied on by the parties shall be in writing. Written notice shall be deemed to have been given when delivered in person to the designated representative of the Contractor or Owner for whom it is intended; or sent by U. S. Mail to the last known business address of the designated representative.

12.7 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this

1. This Agreement between Owner and Contractor;
2. Exhibit "A" – Plans and Specifications; and
3. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

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

1. This Agreement between Owner and Contractor;
2. Exhibit "A" – Plans and Specifications; and
3. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

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

OWNER:	**CONTRACTOR:**
WILLIAMSON COUNTY, TEXAS, a political subdivision of the state of Texas	Tom Arnold Drilling Contractor II, LLC.
By: _____	By: _____
Printed Name: _____	Printed Name: Tommy Arnold
Title: _____	Title: President
Date: _____	Date: 4-3-25

Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

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

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

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

12.11 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

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

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

The following documents shall comprise the Contract Documents:

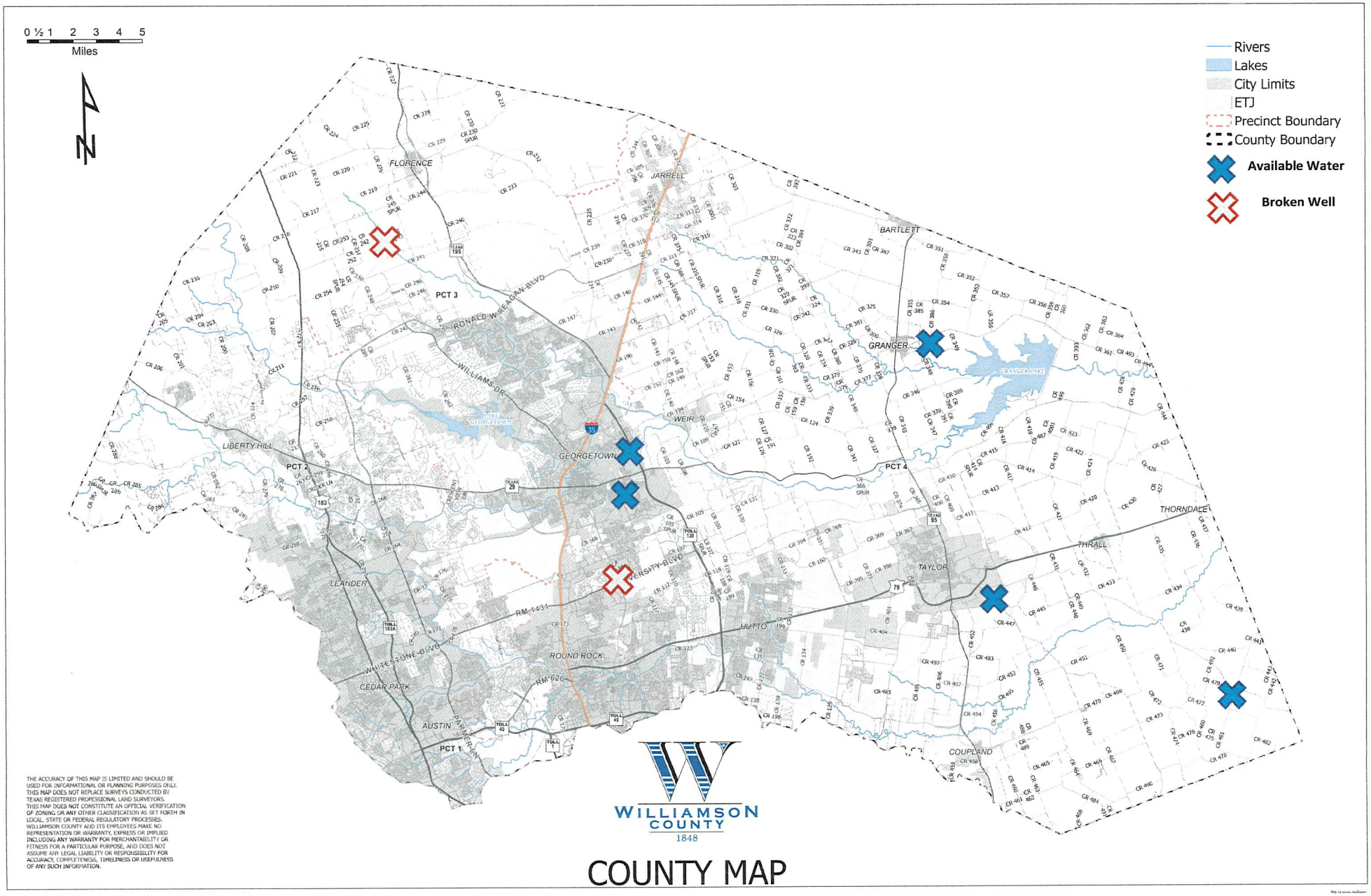
Exhibit "A"

Plans and Specifications

Location of Work: 555 CR 243, Florence, TX 76527

Scope of Work: Contractor shall install a new water well on the Owner's property at 555 CR 243, Florence, TX 76527. The new well is necessary to ensure that enough water can be pumped out fast enough to meet Owner's roadwork needs. Water is used in the processing of raw and cement-stabilized base, dust control, and distribution of vegetation control. As shown on the map below, without the ability to use the Florence well, any water needed for roadwork in the northwest portion of the County must come from Georgetown, approximately 17 miles away. The Work will include the following:

QTY	Description
1	Water Well estimated to be 850' Deep
1	Water Well Casing 800' of 4 ½" SDR17
1	Well Screen 50' of .032
1	Well Sleeve & Cement Grout
1	3 HP Submersible Pump
1	Deluxe Control Box with Pump Saver
1	700' of 1 ¼" Sch 80 Drop Pipe
1	700' of 6-3wg Submersible Pump Cable
1	Well Seal
1	Pump Installation
*	Final Total will depend on Total Depth of Well



THE ACCURACY OF THIS MAP IS LIMITED AND SHOULD BE USED FOR INFORMATIONAL OR PLANNING PURPOSES ONLY. THIS MAP DOES NOT REPLACE SURVEYS CONDUCTED BY TEXAS REGISTERED PROFESSIONAL LAND SURVEYORS. THIS MAP DOES NOT CONSTITUTE AN OFFICIAL VERIFICATION OF ZONING OR ANY OTHER CLASSIFICATION AS SET FORTH IN LOCAL, STATE OR FEDERAL REGULATORY PROCESSES. WILLIAMSON COUNTY AND ITS EMPLOYEES MAKE NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED INCLUDING ANY WARRANTY FOR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND DOES NOT ASSUME ANY LEGAL LIABILITY OR RESPONSIBILITY FOR ACCURACY, COMPLETENESS, TIMELINESS OR USEFULNESS OF ANY SUCH INFORMATION.

COUNTY MAP

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:
2025-1290310

Date Filed:
04/02/2025

Date Acknowledged:

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

Tom Arnold Drilling
Round Rock , 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.

25.4509.0509.005
Installation/Repair new well - Florence

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 Tommy Arnold, 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 2nd day of April (month), 2025 (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:
2025-1290310

Date Filed:
04/02/2025

Date Acknowledged:
04/04/2025

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

Tom Arnold Drilling
Round Rock , 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.

25.4509.0509.005
Installation/Repair new well - Florence

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 **30.**

Meeting Date: 04/15/2025

Above Ground Facilities Easement with Atmos Energy

Submitted For: Dale Butler **Submitted By:** Gretchen Glenn, Facilities Managemen

Department: Facilities Management

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on an Above Ground Facilities Easement between Williamson County and Atmos Energy Corporation in relation to the original Easement request on 12/12/23 Agenda Item #19 for the Wilco Headquarters Project – Atmos Utility Relocation.

Background

This item, which was originally on the 12/12/23 Commissioners Court Agenda item #19, is being placed back on the Agenda with the now certified copy of the survey.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Easement Agreement

Certified Survey

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/10/2025 10:54 AM
Form Started By: Gretchen Glenn		Started On: 04/09/2025 01:55 PM
Final Approval Date: 04/10/2025		

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY DOCUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Line: L20
R/W#: _____

ABOVEGROUND FACILITIES EASEMENT

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That for and in consideration of the sum of TEN DOLLARS ($10.00), and other good and valuable consideration paid by Atmos Energy Corporation, a Texas and Virginia corporation with its principal office at 5420 LBJ Freeway, Suite 1800, Dallas, Texas 75240, together with its successors and assigns (said entity and its successors and assigns are herein collectively called "Grantee"), the receipt of which is hereby acknowledged, the undersigned (herein called "Grantor" whether one or more), hereby grants, sells and conveys unto Grantee, a free and unobstructed right of way and exclusive easement for the purpose of:

laying, constructing, operating, maintaining, inspecting, repairing, replacing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, aboveground and underground pipeline or pipelines, which shall not exceed eight inches (8") in nominal diameter excluding any protective coating or wrapping at the time of initial installation (with the right to increase or decrease the diameter during any subsequent replacement), and up to two (2) additional pipelines which shall not exceed forty-two inches (42") in nominal diameter each, excluding any protective coating or wrapping, following the installation of the initial pipeline, and the appurtenances thereto, for the transportation of oil, natural gas (including renewable/biogas), carbon dioxide, synthetic liquid or gaseous fuels, and any refined or blended products of the same (including the constituent elements thereof), together with water, cleansers, and other products necessary for the testing, inspection, maintenance, and operation of the pipeline(s), and with such above or below ground Facilities Piping (defined below), drips, valves, fittings, metering facilities, taps, saddles, pressure relief facilities, pigging facilities, pressure regulating facilities, electrical service, anodes, rectifier poles, and other devices for the control of corrosion, communication facilities, odorization equipment, barricades and fencing, the right to construct and install gravel, asphalt or concrete upon the surface of the Easement Area (as defined herein), aerial and pipeline markers, and other appurtenance as may be necessary or desirable in the operation of said facilities (collectively, the "Aboveground Facilities"), over, across, under and upon the lands more particularly described on, and depicted as the "Surface Site" in Exhibit "A" attached hereto and made a part hereof for all purposes (the "Facilities Easement Area"). "Facilities Piping" refers to additional segments of above or below ground piping which

may be required for the safe and/or convenient operation of said Facilities within the Easement Area and to effectuate the purposes permitted herein. All pipes and/or pipelines (other than the Facilities Piping) shall be initially installed at a minimum depth of thirty-two inches (32").

Grantee's Aboveground Facilities and any improvements are collectively referred to as Grantee's "Easement Facilities." The areas comprising the Facilities Easement Area is referred to as the "Easement Area."

Grantee shall also be entitled to use temporary workspace as described in Exhibit "A" (the "Temporary Workspace") to carry out the initial construction of the Facilities, which rights shall include, but not be limited to, boring activities, clearing, leveling, temporary storage, and staging equipment and materials. Grantee's right to utilize this Temporary Workspace will terminate and cease on the date on which initial construction of the Facilities has been completed and the same are placed into service.

It is further agreed as follows:

1. Grantee shall have the right to select the location of said Aboveground Facilities within the Facilities Easement Area, and to do whatever may be requisite for the use and enjoyment of the rights herein granted, including the right of ingress and egress over Grantor's adjacent or additional lands to or from said Facilities Easement Area in the event Grantee cannot, within its sole discretion, reasonably access the Facilities Easement Area by staying within the boundaries of the Easement Area. Further if Grantee determines it is necessary to use Grantor's adjacent or additional lands for access, then Grantee shall exercise such ingress and egress rights as follows:

    a. Grantee shall first use those existing interior roadways as designated by Grantor which provide reasonable access from a public right-of-way to the Facilities Easement Area;

    b. If no such interior roadways exist, Grantee shall use such route as is most reasonably direct to get from a public right-of-way to the Facilities Easement Area, taking into account Grantor's existing uses of the adjacent or additional lands and avoiding damages to such existing uses to the extent reasonably possible;

    c. In the event there is an impediment to access which requires Grantee to get onto Grantor's adjacent or additional lands in order to get around such impediment to access, then Grantee shall only use such portion of Grantor's adjacent or additional lands as is reasonably necessary to get around such impediment and back onto the Facilities Easement Area as soon as is reasonably practical.

    A width of twenty feet (20') shall be considered reasonable for any routes of ingress and egress unless a greater width is necessary to accommodate turning radiuses of Grantee's construction equipment and vehicles.

2. Grantor shall have no access rights on, under, or over the Facilities Easement Area.

3. The aforesaid consideration includes any and all damages that may be sustained by the construction and installation of each pipeline and appurtenance permitted under this Aboveground Facilities Easement, as well as damages arising from the repair, maintenance, inspection, replacement, operation, or removal of the Easement Facilities to be installed under the instrument, including without limitation, cutting trees and damages to land, trees, buildings, growing crops and grasses. Grantee shall, at its option, repair or replace any damage caused to gates and fences by Grantee's removal, cutting, or use thereof. Grantee agrees that after it completes the original installation of each pipeline and appurtenance permitted under this Aboveground Facilities Easement, it will restore the original contour of the surface of the Temporary Workspace and any remaining property used for construction that is not part of the Easement Area, as nearly as practicable, to its pre-construction condition within a reasonable period of time reflective of and dependent upon the construction and property's characteristics, including but not limited to seasonal growing periods and weather patterns. Grantee will also maintain the Easement Area in a manner consistent with the purposes stated herein. Grantee shall have the right to remove, cut, and use any gates or fences crossing the Easement Area, including the right to install gates in such fences within the Easement Area. Grantor shall have the right to install and maintain fences provided that such use does not interfere with Grantee's permitted use of the Easement Area, the Easement Facilities, or the Temporary Workspace and Grantee shall at all times have access through any such fence by means of a gate.

4. Grantor shall not construct, and Grantee shall have the right to prevent and/or remove, any improvements, structures, buildings, reservoirs, or obstructions within the Easement Area (and the Temporary Workspace while in effect). Further, Grantee has the right to trim, cut down, or eliminate trees or shrubbery, and to prevent or remove possible present or future hazards and/or activities, any of which, in the sole judgment of the Grantee may presently or in the future endanger or interfere with the efficient, safe, and/or convenient exercise of Grantee's rights hereunder within the Easement Area (and the Temporary Workspace while in effect). Further, in addition to the rights stated herein, Grantor specifically acknowledges and agrees that pursuant to this paragraph Grantee has the right to remove any type of tree, including pecan, olive, or other crop-bearing tree, from, and to prevent any future encumbrance over, said Easement Area (and the Temporary Workspace while in effect) by any tree or any other crop interfering with the construction, maintenance, and/or operation of the pipelines permitted under this Aboveground Facilities Easement without any compensation whatsoever to Grantor or its successors and assigns, which rights are included in the aforesaid consideration. .

5. Grantee does not intend to employ a "double ditch" method.

6. If a complete assignment of this Aboveground Facilities Easement occurs outside of an assignment to an affiliate or to a successor thorough merger, consolidation, or other sale or transfer of all or substantially all of its assets and businesses, Grantee shall provide written notice to the property owner at the last known address of the person in whose name the property is listed on the most recent tax roll of any taxing unit authorized to levy property taxes against the property. Provided however that such notice shall not have any effect on the validity or legal effect on the assignment.

7. Grantee shall only grant third-party access to the Easement Area for: (a) a purpose that is related to the construction, safety, repair, maintenance, inspection, replacement, operation, or removal of each pipeline or appurtenances installed under this Aboveground Facilities Easement, or (b) another natural gas corporation or natural gas utility as defined by Texas law.

8. If Grantee should abandon the rights granted herein and if such abandonment should continue for a continuous period of ten years, all rights of Grantee herein shall ipso facto terminate and revert to Grantor, his heirs, legal representatives, and assigns.

9. Grantor and Grantee agree that the failure to assert any right under this Aboveground Facilities Easement shall not constitute a waiver of any other right hereunder. Further, it is hereby agreed that any delay by Grantee in asserting any right granted it in this Aboveground Facilities Easement, regardless of the length of any such delay, shall not prevent Grantee from later asserting or otherwise enforcing that same right, including but not limited to the right to prevent or remove any encroachments within the Easement Area as provided in paragraph 4 above.

10. This Aboveground Facilities Easement shall not be construed as a written agreement between Grantor and Grantee for purposes of Section 756.123 of the Texas Health and Safety Code (or any successor statute). Further, as used within this easement agreement, the word "structure" is intended to be interpreted broadly so as to include all manner of man-made items of any type, including but not limited to paving, parking lots, and terracing.

11. Except for the rights conveyed by this instrument, Grantee may not exercise any right over Grantor's property without express written consent from Grantor. However, the preceding sentence is not intended to and does not alter, modify, restrict, amend, or otherwise diminish any right Grantee has to use Grantor's property independent of this agreement, whether through a separate agreement, by law, or otherwise.

12. Both Grantor and Grantee hereby represent and warrant that they have read and have fully understood the terms of this Aboveground Facilities Easement, that they have had the opportunity to have same reviewed by an attorney, and that in entering into this Aboveground Facilities Easement they are relying solely upon their independent review and the advice of their respective counsel. Further, Grantor and Grantee acknowledge that this Aboveground Facilities Easement has been negotiated by the parties, and this Aboveground Facilities Easement shall be construed as one prepared by the joint efforts of Grantor and Grantee and shall not be construed against either party as the drafter.

TO HAVE AND TO HOLD the above-described easements and rights unto the said Grantee, and Grantee's successors and assigns, until abandoned as provided for herein.

This instrument and covenants and agreements herein contained shall constitute covenants running with the land, binding upon Grantor, his heirs, legal representatives, successors and assigns, for the benefit of Grantee, and Grantee's successors and assigns.

Grantor hereby binds himself, his heirs, legal representatives and assigns to warrant and forever defend all and singular the above-described easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

It is hereby understood that the party securing this grant on behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

<Signature page to follow>

EXECUTED this _____ day of _____, 2025.

GRANTOR(S):

Williamson County, Texas
3101 SE Inner Loop
Georgetown, TX 78626

_____
(SIGNATURE)

_____
(NAME)

Title: As presiding officer of the Williamson County Commissioners Court

STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____, as presiding officer of the Williamson County Commissioners Court, on behalf of **Williamson County, Texas** known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2025.

_____
Notary Public in and for the State of Texas

_____
(Print Name of Notary Public Here)

My Commission Expires:_____

Atmos Energy Corporation
Aboveground Facilities Easement
Williamson County 179 acre tract
William Addison league, A-21
Georgetown, Williamson Co., Texas
February 2023 (Revised Nov. 2024)

All that certain tract or parcel of land lying and being situated in the William Addison league, abstract no. 21, in Williamson County, Texas, being a 50 ft. square tract of land within the remainder of that 179.2993 acre tract described in the deed to Williamson County Judge John Doerfler recorded as document no. 199975478 of the Official Public Records of Williamson County, Texas, and being more particularly described as follows:

Commencing at an iron rod with an aluminum cap stamped "COG 4933 ROW" found at a point of curvature in the northwest right-of-way boundary of Southeast Inner Loop (120' width) as described in the deed to the City of Georgetown recorded as document no. 2019065521 of the Official Public Records of Williamson County, Texas, located 531.3 feet southwest of an iron rod with an aluminum cap stamped "COG 4933 ROW" found at its intersection with the southwest right-of-way boundary of Southwestern Boulevard as described in the deed to the City of Georgetown recorded as document no. 2011018248 of the Official Public Records of Williamson County, Texas, and from where another iron rod with an aluminum cap stamped "COG 4933 ROW" found at a point of curvature in the said northwest boundary of Southeast Inner Loop bears N 65° 22' 19" E – 405.7 feet;

Thence N 65° 22' 19" E – 46.25 feet, along a northwest right-of-way line of Southeast Inner Loop to the southwest corner and **Point of Beginning** of this described 50 ft. x 50 ft. square permanent easement tract;

Thence through the said 179.2993 acre tract, in a clockwise direction around this described permanent easement tract as follows:

N 24° 37' 41" W – 50.00 feet to its northwest corner;
N 65° 22' 19" E – 50.00 feet to its northeast corner;
S 24° 37' 41" E – 50.00 feet to its southeast corner;
and S 65° 22' 19" W – 50.00 feet, along the said northwest right-of-way line of Southeast Inner Loop, to the Point of Beginning and containing 2,500 square feet (0.0574 acre) of land more or less.

Bearings are Texas State Plane, Central Zone, NAD-83 datum, based on GPS observations recorded in February 2023, referenced to the Leica SmartNet RTK network.

See separate survey plat Revised Nov. 2024.



1701 Southwest Parkway, Suite 104, College Station, Texas 77840 | 979.693.2777 | TxSurv F-10030200 | BaselineSurveyors.net

Atmos Energy Corporation
25 ft. Temporary Workspace
Williamson County 179 acre tract
William Addison league, A-21
Georgetown, Williamson Co., Texas
February 2023 (Revised Nov. 2024)

All that certain tract or parcel of land lying and being situated in the William Addison league, abstract no. 21, in Williamson County, Texas, being a horseshoe-shaped 25 ft. wide strip of land contiguous with the boundary of a 50 ft. square permanent easement tract also surveyed on this date within the remainder of that 179.2993 acre tract described in the deed to Williamson County Judge John Doerfler recorded as document no. 199975478 of the Official Public Records of Williamson County, Texas, and being more particularly described as follows:

Commencing at an iron rod with an aluminum cap stamped "COG 4933 ROW" found at a point of curvature in the northwest right-of-way boundary of Southeast Inner Loop (120' width) as described in the deed to the City of Georgetown recorded as document no. 2019065521 of the Official Public Records of Williamson County, Texas, located 531.3 feet southwest of an iron rod with an aluminum cap stamped "COG 4933 ROW" found at its intersection with the southwest right-of-way boundary of Southwestern Boulevard as described in the deed to the City of Georgetown recorded as document no. 2011018248 of the Official Public Records of Williamson County, Texas, and from where another iron rod with an aluminum cap stamped "COG 4933 ROW" found at a point of curvature in the said northwest boundary of Southeast Inner Loop bears N 65° 22' 19" E – 405.7 feet;

Thence N 65° 22' 19" E – 21.25 feet, along a northwest right-of-way line of Southeast Inner Loop to the southwest corner and **Point of Beginning** of this described temporary workspace tract;

Thence N 65° 22' 19" E –25.00 feet, along the said northwest right-of-way line of Southeast Inner Loop, to the southwest corner of the said 50 ft. square easement tract also surveyed on this date;

Thence through the said 179.2993 acre tract, in a clockwise direction contiguous with the boundary of the said 50 ft. square easement tract as follows:

N 24° 37' 41" W – 50.00 feet to its northwest corner;
N 65° 22' 19" E – 50.00 feet to its northeast corner;
S 24° 37' 41" E – 50.00 feet to its southeast corner;

Thence N 65° 22' 19" E –25.00 feet, along the said northwest right-of-way line of Southeast Inner Loop, to the southeast corner of this described temporary workspace;

Thence through the said 179.2993 acre tract, in a counterclockwise direction, 25.00 feet away from and parallel to the boundary lines of the said 50 ft. square easement tract, as follows:

N 24° 37' 41" W – 75.00 feet to the northeast corner of this described workspace tract;
S 65° 22' 19" W – 100.00 feet to the northwest corner of this described workspace tract;
and S 24° 37' 41" E – 75.00 feet to the Point of Beginning and containing 5,000 square feet (0.1148 acre) of land more or less.

Bearings are Texas State Plane, Central Zone, NAD-83 datum, based on GPS observations recorded in February 2023, referenced to the Leica SmartNet RTK network.

See separate survey plat revised Nov. 2024.



1701 Southwest Parkway, Suite 104, College Station, Texas 77840 | 979.693.2777 | TxSurv F-10030200 | BaselineSurveyors.net

BASELINE

DCCM

Baseline | DCCM | TxSurv F-10030200
1701 SW Pkwy, Ste 104, College Station, TX 77840
979.693.2777 | BaselineSurveyors.net

Dimension Table

no.	bearing	distance
L1	N 24°37'41" W	50.00'
L2	N 65°22'19" E	50.00'
L3	S 24°37'41" E	50.00'
L4	S 65°22'19" W	50.00'
L5	N 65°22'19" E	25.00'
L6	N 65°22'19" E	25.00'

Feb. 2023
rev. Nov. 2024

0 10 30 60 120 Ft

Bearings are Texas State Plane, Central Zone NAD83 datum, based on GPS observations recorded in February 2023, referenced to the Leica SmartNet RTK network

See separate metes and bounds descriptions prepared with this plat.

Southwestern Boulevard
doc. 2011018248

existing Defined 60' Easement
original grantee: Lone Star Gas Co.
blanket easement vol. 239, pg. 6
partially released by Enserch Corp.
in vol. 740, pg. 497

– record owner –
Williamson County
(grantee: Co. Judge John Doerfler)
(rem. of) 179.2993 acres
doc. 199975478

25' Temporary Workspace
5,000 sq. ft.*
(0.1148 acre)
*not including the 50'x50' easement

Aboveground Facilities Easement
2,500 sq. ft.
(0.0574 acre)

IR/alum. cap found "COG 4933 ROW"

531.3' to P.O.C.

IR/alum. cap found "COG 4933 ROW"

IR/alum. cap found "COG 4933 ROW"

IR/alum. cap found "COG 4933 ROW"

N 65°22'19"E–405.7' P.O.C. to "COG" IR

IR/alum. cap found "WILLIAMSON COUNTY" N 64°E–1.0' of "COG"IR

1/2"IR found

20' Water & Electric Easement
doc. 2006048905
(to City of Georgetown)

Southeast Inner Loop
120' Right–of–Way
60' R.O.W.(NW) doc. 2019065521
60' R.O.W.(SE) doc. 9735409

S 65°22'19"W 100.00'

N 24°37'41"W–75.00'

S 24°37'41"E–75.00'

25' 25' 25'

L1 L2 L3 L4 L5 L6

P.O.C.

IR/alum. cap found "COG 4933 ROW"

P.O.B.(AFE)

P.O.B.(TWS)

N 65°22'19"E–21.25' P.O.C. to P.O.B.(TWS)

1/2"IR found

barbed–wire fence

existing pavement of SE Inner Loop

– record owner –
Lera B. Hughes estate
(orig. grantee: John D. Hughes)
(rem. of) 150.26 acres
vol. 397, pg. 194

STATE OF TEXAS
REGISTERED
HENRY P MAYO
5045
PROFESSIONAL
LAND SURVEYOR

Atmos Energy Corporation
Aboveground Facilities Easement and 25' Temporary Workspace
Williamson County 179 acre tract
William Addison league A–21
Georgetown, Williamson Co., TX

Revised Nov. 2024
P.O.C. to P.O.B.
distance corrected.

Commissioners Court - Regular Session **31.**

Meeting Date: 04/15/2025

Lake Creek Annex-Cooling Tower Refresh-Brandt-Change Order No. 1

Submitted For: Dale Butler **Submitted By:** Christy Matoska, Facilities Managemen

Department: Facilities Management

Agenda Category: Consent

Information

Agenda Item

Receive and acknowledge approval of Change Order Number 1 from The Brandt Companies, LLC for the Lake Creek Annex Cooling Tower Refresh Project for time extension only due to material delay, which was approved by Williamson County Facilities Architect Trenton Jacobs pursuant to the Commissioners Court's prior delegation of change order approval authority pursuant to Loc. Gov't Code Sec. 262.031.

Background

This change order is made to grant time extension to complete repairs at Lake Creek Annex. Williamson County Facilities Architect, Trenton Jacobs was delegated change order approval authority for this project on March 10th, 2022 by the Commissioners Court pursuant to Williamson County Facilities pursuant to Loc. Gov't Code Sec. 262.031. This item is to acknowledge such approval and record same into the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Lake Creek Annex - Brant - CO 1

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	04/09/2025 06:00 PM
County Judge Exec Asst.	Andrea Schiele	04/10/2025 09:04 AM
Form Started By: Christy Matoska		Started On: 04/09/2025 03:21 PM
Final Approval Date: 04/10/2025		

CHANGE ORDER
Lake Creek Annex – Cooling Tower Refresh

CHANGE ORDER NO: 01 NTP Date: 3/11/2025
DATE OF ISSUANCE: 04/08/2025
Contractor: The Brandt Companies, LLC.
Architect/ Engineer: N/A

EXPLANATION:
1. Time extension of thirty (30) days to complete project

CONTRACT CHANGE:
1. Time extension needed to complete project due to material delay.

Original Contract Amount	$ 118,497.29
Net change by previously submitted Change Orders	$ 0.00
Contract sum prior to this Change Order was	$ 118,497.29
Contract Sum be increased / (decreased) by this Change Order in the amount of	$ 0.00
The new Contract Sum including this Change Order will be	$ 118,497.29

Percentage Increase of Change Orders over Original Contract Amount
(Not to Exceed 25% per state law) 0 %

The Contract Time will be changed by 30 days
The date of Substantial Completion as of the date of this Change Order 06/07/2025

RECOMMENDED BY:

The Brandt Companies, LLC.	Danny Kelsey (Apr 8, 2025 12:02 CDT)	Apr 8, 2025
Contractor	Signature	Date

REVIEWED BY:

Trenton Jacobs		4/8/2025
Architect/ Engineer	Signature	Date

ACCEPTED BY:

Joe Piefer	Joe Piefer (Apr 9, 2025 07:39 CDT)	4/8/2025
County's Representative	Signature	Date

Commissioners Court - Regular Session **32.**

Meeting Date: 04/15/2025

KC Engineering 21RFSQ14 WA5 SA2 Skyview Dr Bridge Project

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No 2 to Work Authorization No 5 under Williamson County Contract between KC Engineering, Inc. and Williamson County dated May 31, 2022 for Engineering Design Services for the Skyview Drive Bridge Project. Funding source: 01.0200.0210.004100.

Background

This supplemental is to increase the maximum amount payable to $304,829.14.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

KC Engineering 21RFSQ14 WA5 SA2 Skyview Dr Bridge Project

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	04/04/2025 01:25 PM
County Judge Exec Asst.	Andrea Schiele	04/07/2025 03:09 PM
Hal Hawes	Hal Hawes	04/07/2025 04:14 PM
County Judge Exec Asst.	Andrea Schiele	04/09/2025 09:30 AM
Form Started By: Vicky Edwards		Started On: 04/04/2025 12:32 PM
Final Approval Date: 04/09/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. 2
TO
WORK AUTHORIZATION NO. 5

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
Engineering Design Services the Skyview Drive Bridge Project

This Supplemental Work Authorization No. 2 to Work Authorization No. 5 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated May 31, 2022 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and K.C. Engineering, Inc. (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. 5 dated effective August 22, 2024 (the "Work Authorization");

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

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

AGREEMENT

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

I. The maximum amount payable for services under the Work Authorization is hereby increased from $265,450.00 to $304,829.14. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

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

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

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

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

FIRM:	**COUNTY:**
By: Greg Haley, P.E.	By:
Signature	Signature
Greg Haley, P.E.	
Printed Name	Printed Name
President	
Title	Title
December 12, 2024	
Date	Date

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 County

Services to be Provided by County

Williamson County Road & Bridge Division personnel will provide:

- Project direction, review and oversight
- Topographic and R.O.W. Surveys.
- ROW Documents and Drainage Reports
- Conducting pre-bid meeting, responding to contractor questions during bidding, tabulating and evaluating bids after bid opening, and providing recommendation of award of contract.
- Construction oversight, administration and management.

Attachment B – Services to be Provided by Engineer

Services to be Provided by Engineer

Project Locations

1. Name of Roadway: Skyview Drive

Task 1: Project Management

Attend Progress Review Meetings with County Road and Bridge Department at 30%, 90%, and Final. Prepare monthly progress reports and invoices. Maintain project schedule and perform QC/QA.

Task 2: Topographic Surveys and R.O.W. Surveys

To be provided by the County

Task 3: Preliminary Engineering

Conduct Site Visit and Field Reconnaissance to document existing conditions. Data collection including available as-builts. Develop conceptual geometric layout (1" = 20' H, 1" = 2' V) showing roadway horizontal and vertical geometry and proposed typical section. Prepare preliminary cross sections (50' interval and driveways). Develop preliminary drainage analysis including delineation of drainage areas, calculation of peak stormwater runoff rates for 10-yr, 25-yr, 50-yr, and 100-yr. All drainage data will be as obtained from HEC-RAS models provided by the County and hydraulic modeling performed by the Engineer.

Task 4: Geotechnical Investigations

Traffic Control. Bridge site core drilling and core logging. Determine soil moisture content, Liquid Limit, Plastic Limit, Plasticity Index, and Laboratory Testing. Perform existing slope assessment. Make geotechnical design recommendations for the bridge, retaining walls, and channel banks.

Task 5: Environmental Studies

N/A

Task 6: Utility Coordination

To be provided by the County

Task 7: FEMA Coordination

N/A

Task 8: Final Engineering

Prepare final detailed design and PS&E for proposed improvements. Calculate ditch capacity and size driveway and cross culvert pipes.

Plan Sheets:

- Title Sheet
- Index of Sheets
- Estimate of Quantities Summary
- Project Layout
- Typical Sections
- Horizontal Alignment Data
- Drainage Documentation
- H & H Summaries
- Miscellaneous Drainage Details
- Existing Conditions and Removal Plan
- Bridge Layout
- Bridge Details
- Erosion Control Plan
- Sequence of Construction
- Traffic Control Plan
- Driveway Details
- Driveway Summary
- Intersection Layout
- Roadway Plan & Profile
- Miscellaneous Roadway Details
- Signs & Pavement Markings
- Small Sign Summary
- SW3P
- Cross Sections (50' Interval and Driveways)
- Standards

Specifications
Cost Estimate
General Notes

Task 9: Bidding Phase Services

Prepare Bid Tabs for processing by Purchasing Department

Task 10: Construction Phase Services

Review shop drawings and respond to contractor RFIs. Prepare electronic as-built final drawings for the County based on construction red-lines provided by the County.

Bridge Design Assumptions:

- New bridge will be a single span, precast concrete superstructure (e.g., prestressed slab beams, decked slab beams, box beams, Tx Girders)

- New bridge will be built in two phases (single lane on one side first)

- New bridge will have zero skew, straight horizontal alignment, and no aesthetics

- Deck will have raised 6' sidewalk on one side only (curb separation for speed <45 mph with combination traffic rail)

- Abutments will have vertical retaining walls (assume TxDOT standard MSE or CIP spread footing walls), constructed in two phases

- Temporary special shoring will be required for phased construction

- Compressed design schedule: 30%, pre-100%, Final 100% (signed/sealed)

- No work for Public Involvement, Surveying, ROW Mapping or Environmental

- Effort includes minimal bidding and construction phase services

Deliverables:

50% Submittal:
- PDFs of 11" x 17" Plan Sheets
- Specifications
- Estimate of Construction Cost
- General Notes

90% Submittal
- PDFs of 11" x 17" Plan Sheets
- Specifications
- Estimate of Construction Cost
- General Notes

100% Submittal
- PDFs of 11" x 17" Plan Sheets
- Specifications
- Estimate of Construction Cost
- General Notes
- Electronic copy of submittal documents in PDF format

ATTACHMENT C

WORK SCHEDULE

WORK AUTHORIZATION NO. 5 – SUPPLEMENTAL WA NO. 1

Task No.	Task Name	Duration	Time	Start	Finish
1	WA #5 - Notice to Proceed	0	Days	8/6/2024	8/6/2024
2	Survey (by others)	15	Days	8/21/2024	9/5/2024
3	Design	120	Days	9/5/2024	1/3/2025
2	Geotechnical	15	Days	1/3/2025	1/18/2025
4	50% PS&E	10	Days	1/18/2025	1/28/2025
5	QA/QC	2	Days	1/28/2025	1/30/2025
6	Submit 50% PS&E	0	Days	1/30/2025	1/30/2025
7	County Review	5	Days	1/30/2025	2/4/2025
8	90% PS&E	15	Days	2/4/2025	2/19/2025
9	QA/QC	2	Days	2/19/2025	2/21/2025
10	Submit 90% PS&E	0	Days	2/21/2025	2/21/2025
11	County Review	5	Days	2/21/2025	2/26/2025
12	Final PS&E	5	Days	2/26/2025	3/3/2025
13	Address 90% comments	2	Days	3/3/2025	3/5/2025
14	Final Quantities	2	Days	3/5/2025	3/7/2025
15	Final Estimate	2	Days	3/7/2025	3/9/2025
16	Assemble Final PS&E	2	Days	3/9/2025	3/11/2025
17	Submit Final PS&E	0	Days	3/11/2025	3/11/2025
18	County Review	5	Days	3/11/2025	3/16/2025
19	Submit Signed and Sealed PS&E	2	Days	3/16/2025	3/18/2025
20	Bid Advertisement	35	Days	3/18/2025	4/22/2025
21	Letting	1	Days	4/22/2025	4/23/2025
22	Award and Bonds	30	Days	4/23/2025	5/23/2025
23	Construction	60	Days	5/23/2025	7/22/2025
24	Complete Project	2	Days	7/22/2025	7/24/2025

ATTACHMENT D - FEE SCHEDULE
WORK AUTHORIZATION NO. 5 – SUPPLEMENTAL WORK AUTHORIZATION NO. 1
SKYVIEW DRIVE

		K.C. ENGINEERING, INC.					HARDESY & HANOVER, LLC									FLORES GEOTECHNICAL				
TASK NO.	TASK DESCRIPTION	PRINCIPAL ENGINEER	SENIOR PROJECT ENGINEER	PROJECT ENGINEER	ENGINEER-IN-TRAINING	CLERICAL	PROJECT PRINCIPAL	SENIOR TECHNICAL ADVISOR	SENIOR PROJECT MANAGER	SENIOR STR. QA/QC MANAGER	SENIOR STRUCT. ENGINEER	STRUCT. ENGINEER	STRUCT. DESIGNER (E.I.T.)	SENIOR ENGINEER TECH	CAD TECH	ADMIN/ CLERICAL	PRINCIPAL ENGINEER	SENIOR ENGINEER	ADMIN / CLERICAL	ENGINEER TECH	TOTAL
	Labor Rates	250.00	195.00	165.00	125.00	80.00	335.00	300.00	260.00	255.00	250.00	165.00	125.00	150.00	95.00	90.00	253.50	244.54	77.54	104.38	
1	**PS&E Development**																				
1.1	**Roadway Design**																				
1.1.1	Establish Horizontal Alignment		2	2																	$ 720.00
1.1.2	Establish Vertical Alignment		2	4																	$ 1,050.00
1.1.3	Site Visits		2																		$ 390.00
1.1.4	Alignment & Superelevation Table			2	2																$ 580.00
1.1.5	Roadway Cross Sections		4	8	6																$ 2,850.00
1.1.6	Earthwork Calculations		2	2	4																$ 1,220.00
1.1.7	Roadway Plan Profile Sheets		4	8	8																$ 3,100.00
1.1.8	Driveway Profiles / Details / Summaries																				$ -
1.1.9	Side Road Profiles / Details / Summaries																				$ -
1.1.10	Miscellaneous Roadway Details		1	1	1																$ 485.00
1.1.11	Alignment Data		1	1	2																$ 610.00
1.1.12	Sequence of Construction	1	2	8	8																$ 2,960.00
1.1.13	Intersection Layouts																				$ -
1.1.14	Project Layout	1	1	2	2																$ 1,025.00
1.1.15	Title Sheet	1	1	1	2																$ 860.00
1.1.16	Survey Data			6																	$ 990.00
1.1.17	Roadway Typical Sectons	1	4	4	4																$ 2,190.00
1.1.18	Index of Sheets			1	2																$ 415.00
1.1.19	Summary of Roadway Quantities		2	4	6																$ 1,800.00
1.1.20	Construction Estimate	1	4	6	4																$ 2,520.00
1.1.21	Assemble Applicable Standards																				$ -
	Task 1.1 Total	**5**	**32**	**60**	**51**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ 23,765.00**
1.2	**Bridge Design**																				
1.2.1	**Project Management**																				
1.2.1	Monthly Progress Reports, Invoices, and Billings						1		9							9					$ 3,485.00
1.2.2	QA/QC Plan						1		2	2											$ 1,365.00
1.2.3	Project Coordination and Admin						2		12			12									$ 5,770.00
1.2.4	Progress/Coordination Meetings								8			8									$ 3,400.00
1.2.5	Project Documents/Files						1		4			4		4							$ 2,635.00
	Task1. 1.2.1 Total	**0**	**0**	**0**	**0**	**0**	**5**	**0**	**35**	**2**	**0**	**24**	**0**	**4**	**0**	**9**	**0**	**0**	**0**	**0**	**$ 16,655.00**
1.2.2	**Route and Design Studies**																				
1.2.6	Data Collection & Field Reconnaissance						1		4				4								$ 1,875.00
1.2.7	Structural Design Citeria & Design Summary Report						1		2		4										$ 1,855.00
1.2.8	Coord with Team to Evaluate Bridge & Wall Type Alternatives, Perform Prelim Engineering						1		4		4		8								$ 3,375.00
1.2.9	Prep Summary Memo, Prelim Costs & Conceptual Layouts for Each Bridge Alt						1		4		8		4	2	8						$ 4,935.00
1.2.10	Summarize Option, Prelim Costs & Conceptual Layouts for Wall Alt's						1		4		8		4	2	8						$ 4,935.00
1.2.11	Prepare Alternative Report and Exhibits, Meet w/ Wilco to Discuss & Select Structure Types						1		2	4	4		4	2	2						$ 3,865.00
	Task1. 1.2.2 Total	**0**	**0**	**0**	**0**	**0**	**6**	**0**	**20**	**4**	**28**	**0**	**24**	**6**	**18**	**0**	**0**	**0**	**0**	**0**	**$ 20,840.00**
1.2.3	**Geotechnical Services (Structural)**																				
1.2.12	Coordinate Boring Loc'ns and Foundation Recommendations for Bridge & Walls								2												$ 520.00
1.2.13	Review Geotech Report & Comment; Coordinate Bridge/Wall Design Parameters w/ Geotech								4			2									$ 1,370.00
	Task1. 1.2.3 Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**6**	**0**	**0**	**2**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ 1,890.00**
1.2.4	**Bridge Design**																				
1.2.14	Bridge Layout (Phased)						2		8	1	4	16	16	12	16						$ 11,965.00
1.2.15	Typical Sections & Phasing						1	1	4	1	4	8	12	4	8						$ 7,110.00
1.2.16	Temp Sp Shoring Layout/Demo Plan & Notes						1	1	8	1	4	8	12	8	12						$ 9,130.00
1.2.17	Estimated Quantities						1		2	1	2	4	12	2	8						$ 4,830.00
1.2.18	Bearing Seat & Abut Elevs (Incl Geometry Calcs)								1	1	2	4	12	2	8						$ 4,235.00
1.2.19	Foundation Layout (Incl Foundation \Design)						1		4	1	4	4	8	4	12						$ 6,030.00
1.2.20	Boring Logs						1		1	1		1	4	2	8						$ 2,575.00
1.2.21	Abutments (2 Unique Abuts - Both Phased)						1	1	8	1	12	16	24	16	24						$ 16,290.00
1.2.23	Sidewalk Details						1		4	1	2	8	8	4	12						$ 6,190.00
1.2.24	Beam/Girder Layout (1 Span - Phased)						1		2	1	4	8	8	4	12						$ 6,170.00
1.2.25	Prestr Concrete I-Girder Span (1 Span Phased)						1		8	1	8	12	16	4	16						$ 10,770.00
	Task1. 1.2.4 Total	**0**	**0**	**0**	**0**	**0**	**11**	**3**	**50**	**11**	**46**	**89**	**132**	**62**	**136**	**0**	**0**	**0**	**0**	**0**	**$ 85,295.00**
1.2.5	**Wall Design**																				
1.2.26	Wall Layouts (And Devleopment Of Alignments/Profiles For Wall Geometry)						1		4	1	8	8	8	16	32						$ 11,390.00
1.2.27	Wall Typical Sections & Phasing						1	1	2	1	4	8	8	8	12						$ 7,070.00
1.2.28	Wall Misc Details						1		4	1	8		8	8	12						$ 6,970.00
1.2.29	Mse Wall Data (Data Per Geotech - H&H To Coord & Produce Sht)								2	2	4	12		4	4						$ 4,990.00
1.2.30	Wall Quantities (Phased)								4	2	8		12								$ 5,050.00
	Task1. 1.2.5 Total	**0**	**0**	**0**	**0**	**0**	**3**	**1**	**16**	**7**	**32**	**28**	**36**	**36**	**60**	**0**	**0**	**0**	**0**	**0**	**$ 35,470.00**
1.2.6	**Common Tasks**																				

ATTACHMENT D - FEE SCHEDULE
WORK AUTHORIZATION NO. 5 – SUPPLEMENTAL WORK AUTHORIZATION NO. 1
SKYVIEW DRIVE

		K.C. ENGINEERING, INC.					HARDESY & HANOVER, LLC										FLORES GEOTECHNICAL				
TASK NO.	TASK DESCRIPTION	PRINCIPAL ENGINEER	SENIOR PROJECT ENGINEER	PROJECT ENGINEER	ENGINEER-IN-TRAINING	CLERICAL	PROJECT PRINCIPAL	SENIOR TECHNICAL ADVISOR	SENIOR PROJECT MANAGER	SENIOR STR. QA/QC MANAGER	SENIOR STRUCT. ENGINEER	STRUCT. ENGINEER	STRUCT. DESIGNER (E.I.T.)	SENIOR ENGINEER TECH	CAD TECH	ADMIN/ CLERICAL	PRINCIPAL ENGINEER	SENIOR ENGINEER	ADMIN / CLERICAL	ENGINEER TECH	TOTAL
	Labor Rates	250.00	195.00	165.00	125.00	80.00	335.00	300.00	260.00	255.00	250.00	165.00	125.00	150.00	95.00	90.00	253.50	244.54	77.54	104.38	
1.2.31	TxDOT Standards (W/ Up To 6 Sheets Modified Standards)						1		4	2	8	8	8	4	16						$ 8,325.00
1.2.32	Cost Estimates (Feasibilty Alts, 30%, Pre-100%, And 100% Milestones)						1		4	2	4	12	16								$ 6,865.00
1.2.33	General Notes & Specs (Structural Content)						1		4	1	4	4									$ 3,290.00
	Task1. 1.2.6 Total	**0**	**0**	**0**	**0**	**0**	**3**	**0**	**12**	**5**	**16**	**24**	**24**	**4**	**16**	**0**	**0**	**0**	**0**	**0**	**$ 18,480.00**
1.2.6	**Bidding and Construction Phase Services**																				
1.2.34	Prepare Construction Documents (Assist with Assembling Bid Documents)								4	1	2	4		4							$ 3,055.00
1.2.35	Attend Prebid Meeting (Attend Online)								2												$ 520.00
1.2.36	Prepare Project Addenda								2	1			8	4	8						$ 3,135.00
1.2.37	Analyze Contractor Bids, Prepare Bid Tabs & Make Award Recommendation								1												$ 260.00
1.2.38	Attend Pre-Construction Conference								3												$ 780.00
1.2.39	Respond to RFI's and general Contractor questions								4		4	12									$ 4,020.00
1.2.40	Review/Process Shop Drawings (Bridge and Wall Items - up to 6 Submissions)								6			16	36								$ 8,700.00
	Task1. 1.2.6 Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**22**	**2**	**6**	**32**	**44**	**8**	**8**	**0**	**0**	**0**	**0**	**0**	**$ 20,470.00**
1.3	**Hydrology & Hydraulics**																				
1.3.1	Drainage Area Mapping (Roadway & Driveway)																				$ -
1.3.2	Roadway Hydrology Documentation		2	4	6																$ 1,800.00
1.3.3	Roadway Hydraulics Documentation		4	4	6																$ 2,190.00
1.3.4	Roadway Culvert Sizing																				$ -
1.3.5	Roadway H&H Summary Sheet & Tables																				$ -
1.3.6	Driveway Hydrology																				$ -
1.3.7	Driveway Hydraulics																				$ -
1.3.8	Driveway Culvert Sizing																				$ -
1.3.9	Driveway H&H Summary Sheet & Tables																				$ -
1.3.10	Culvert Layouts & Culvert Details																				$ -
1.3.11	Miscellaneous Drainage Details																				$ -
1.3.12	Summary of Drainage Quantities																				$ -
1.3.13	Assemble Applicable Standards																				$ -
	Task 2.2 Total	**0**	**6**	**8**	**12**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ 3,990.00**
1.4	**Signing & Pavement Marking**																				
1.4.1	Sign Layouts		1	2	4																$ 1,025.00
1.4.2	Pavement Marking Layouts		1	2	4																$ 1,025.00
1.4.3	Pavement Marking Details																				$ -
1.4.4	Summary of Pavement Markings		1	2	4																$ 1,025.00
1.4.5	Small Sign Summary		1	1	2																$ 610.00
1.4.6	Assemble Applicable Standards		1	1	1																$ 485.00
	Task 2.3 Total	**0**	**5**	**8**	**15**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ 4,170.00**
1.5	**Traffic Control Plans / SW3P**																				
1.5.1	Traffic Control Layouts	1	6	6	4																$ 2,910.00
1.5.2	Traffic Control Typical Sections	1	1	2	4																$ 1,275.00
1.5.3	Intersection Design																				$ -
1.5.4	Driveway Design																				$ -
1.5.5	Storm Water Pollution Prevention Plan (SW3P)	1	1	2	2																$ 1,025.00
1.5.6	Erosion Control Plan		1	6	12																$ 2,685.00
1.5.7	Miscellaneous TCP and Erosion Details	1	1	2	2																$ 1,025.00
1.5.8	Assemble Applicable Standards		1	1	2																$ 610.00
	Task 2.4 Total	**4**	**11**	**19**	**26**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ 9,530.00**
1.6	**PS&E Documents**																				
1.6.1	Summary of Quantities		2	4	6																$ 1,800.00
1.6.2	Basis of Estimate	1	2	3	5																$ 1,760.00
1.6.3	Construction Cost Estimate	1	2	6	4																$ 2,130.00
1.6.4	Construction Duration Estimate	1	2	2	1																$ 1,095.00
1.6.5	General Notes & Specifications	1	2	6	2																$ 1,880.00
1.6.6	Supporting Contract Documentation	1	2	1	2																$ 1,055.00
	Task 2.5 Total	**5**	**12**	**22**	**20**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ 9,720.00**
1.7	**Project Management**																				
1.7.1	Project Administration	8				14															$ 3,120.00
1.7.2	Maintain Project Records	2	2			8															$ 1,530.00
1.7.3	Periodic Progress Meetings (County)	2	2																		$ 890.00
1.7.4	Periodic Progress Meetings (Subconsultants)		6																		$ 1,170.00
1.7.5	QA/QC	2	4	6	4	4															$ 3,090.00
1.7.6	Invoice Preparation	4				6															$ 1,480.00
1.7.7	Progress Reports		2			6															$ 870.00
1.7.8	Plans Preparation for Submittal	1	2	4	4	8															$ 2,440.00
	Task 2.6 Total	**19**	**18**	**10**	**8**	**46**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ 14,590.00**
	Task 1 - PS&E Total	**33**	**84**	**127**	**132**	**46**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ 264,865.00**

ATTACHMENT D - FEE SCHEDULE
WORK AUTHORIZATION NO. 5 – SUPPLEMENTAL WORK AUTHORIZATION NO. 1
SKYVIEW DRIVE

		K.C. ENGINEERING, INC.					HARDESY & HANOVER, LLC										FLORES GEOTECHNICAL				
TASK NO.	TASK DESCRIPTION	PRINCIPAL ENGINEER	SENIOR PROJECT ENGINEER	PROJECT ENGINEER	ENGINEER-IN-TRAINING	CLERICAL	PROJECT PRINCIPAL	SENIOR TECHNICAL ADVISOR	SENIOR PROJECT MANAGER	SENIOR STR. QA/QC MANAGER	SENIOR STRUCT. ENGINEER	STRUCT. ENGINEER	STRUCT. DESIGNER (E.I.T.)	SENIOR ENGINEER TECH	CAD TECH	ADMIN/ CLERICAL	PRINCIPAL ENGINEER	SENIOR ENGINEER	ADMIN / CLERICAL	ENGINEER TECH	TOTAL
	Labor Rates	250.00	195.00	165.00	125.00	80.00	335.00	300.00	260.00	255.00	250.00	165.00	125.00	150.00	95.00	90.00	253.50	244.54	77.54	104.38	
2	**Project Bidding**																				
2.1	**Project Bidding**																				
2.1.1	Prepare Addenda																				$ -
2.1.2	Contractor Questions (RFI)		1																		$ 195.00
2.1.3	Attend Pre-Bid Conference		1																		$ 195.00
2.1.4	Tabulate Bids		1																		$ 195.00
2.1.5	Prepare Recommendation Letter																				$ -
	Task 2 Project Bidding Total	**0**	**3**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ 585.00**
3	**Construction Support**																				
3.1	**Construction Support (If Required)**																				
3.1.1	Preconstruction Meeting																				$ -
3.1.2	Review Shop Drawings																				$ -
3.1.3	General Construction Support																				$ -
3.1.4	Prepare Change Orders as Necessary																				$ -
	Task 3 Construction Support Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**
4	**Geotechnical Services**																				
4.1	**Geotechnical Services**																				
4.1.1	Monthly Progress Reports, Invoices, and Billings																2		1		$ 584.54
4.1.2	Project Coordination and Administration																1		1		$ 331.04
4.1.3	Progress / Cooridnation Meetings																2		1		$ 584.54
4.1.4	Stake Borings, Notify 811, Finalize Bore Layout																	2			$ 489.08
4.1.5	Mobilize/Demobilize: Drilling & Sampling																	1			$ 244.54
4.1.6	Oversight of Drilling & TCP, Field Logging																	16			$ 3,912.64
4.1.7	Laboratory Assignment & Coordination																	1			$ 244.54
4.1.8	Approaches Design Recommendations																	4			$ 978.16
4.1.9	Bridge Design Recommendations																	4			$ 978.16
4.1.10	Retaining Wall Design Recommendations																	8			$ 1,956.32
4.1.11	Channel Bank Design Recommendations																	8			$ 1,956.32
4.1.12	Existing Slopes Assessment																	8			$ 1,956.32
4.1.13	Report Preparation																	16			$ 3,912.64
4.1.14	QA/QC																8			4	$ 2,445.52
4.1.14	Construction Support																	2			$ 489.08
	Task 4 Geotechnical Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**13**	**70**	**3**	**4**	**$ 21,063.44**
	Total Tasks 1, 2, 3, & 4	**33**	**87**	**127**	**132**	**46**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**13**	**70**	**3**	**4**	**$ 286,513.44**

UNIT COST SCHEDULE						
FLORES GEOTECHNICAL						
TASK NO .	SERVICES TO BE PROVIDED	QUANTITY	TEST CODE	UNIT	RATE	AMOUNT
5.1	GEOTECHNICAL SERVICES					
5.1.1	Traffic Control Setup	2		Day	$ 350.00	$ 700.00
5.1.2	Flaggers (2)	16		Hours	$ 80.00	$ 1,280.00
5.1.3	Mobilization/Demobilization Drill Rig & Support Truck	1		Trip	$ 600.00	$ 600.00
5.1.4	Boring/Penetrometer, Coring, Sampling	150	TEX-132-E	LF	$ 54.00	$ 8,100.00
5.1.5	Bore Hole Grout (Bentonite Chips)	150		LF	$ 16.56	$ 2,484.00
5.1.6	Crew Standby	1		Hours	$ 371.70	$ 371.70
5.1.7	Core Repair / Patch Pavement	2		Each	$ 105.00	$ 210.00
5.1.8	Electronic Water Level Device	1		Day	$ 175.00	$ 175.00
5.1.9	Determine Soil Moisture Content	10	TEX-103-E	Each	$ 32.00	$ 320.00
5.1.10	Determine Soil Liquid Limit	4	TEX-104-E	Each	$ 64.00	$ 256.00
5.1.11	Determine Soil Plastic Limit	4	TEX-105-E	Each	$ 64.00	$ 256.00
5.1.12	Calculate Soil Plasticity Index	4	TEX-106-E	Each	$ 64.00	$ 256.00
5.1.13	Calculate Soil Bar Linear Shrinkage	4	TEX-107-E	Each	$ 78.00	$ 312.00
5.1.14	Determine Soils Finer than No. 200 Sieve	2	TEX-111-E	Each	$ 87.00	$ 174.00
5.1.15	Soil Particle Size Analysis (Including Hydrometer)	2	TEX-110-E	Each	$ 175.00	$ 350.00
5.1.16	Laboratory Classification of Soils	4	TEX-142-E	Each	$ 96.00	$ 384.00
5.1.17	Unconfined Compression Test of Rock	6	ASTM D2938	Each	$ 150.00	$ 900.00
5.1.18	Triaxial Compression Test of Undisturbed Soils	1	TEX-118-E	Each	$ 375.00	$ 375.00
5.1.19	Determine Soil pH	2	TEX128-E	Each	$ 71.00	$ 142.00
5.1.20	Measure Resistivity of Soils	2	TEX-129-E	Each	$ 180.00	$ 360.00
5.1.21	Determine Sulfate Content - Colorimetric Method	2	TEX-145-E	Each	$ 155.00	$ 310.00
	Total Task 5					**$ 18,315.70**

FEE SUMMARY	
HOURLY COST	**$ 286,513.44**
DIRECT COST	**$ 18,315.70**
TOTAL COST	**$ 304,829.14**

Commissioners Court - Regular Session **33.**

Meeting Date: 04/15/2025

Authorize Issuing IFB #25IFB45 CR 351 Bridge Riprap Replacement for Road and Bridge Department

Submitted For: Joy Simonton **Submitted By:** Fernando Ramirez, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for IFB CR 351 Bridge Riprap Replacement, under IFB #25IFB45.

Background

Williamson County is seeking qualified contractors to provide materials, experience, crews and equipment to remove concrete riprap and install rock riprap on CR 351 Bridge at Donahoe Creek. The Estimated Budget is $131,260.00. The funding source is 01.0200.0210.003599 and the point of contact is Jenifer Favreau.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/10/2025 09:56 AM
County Judge Exec Asst.	Andrea Schiele	04/10/2025 10:44 AM
Form Started By: Fernando Ramirez		Started On: 04/08/2025 10:25 AM
Final Approval Date: 04/10/2025		

Commissioners Court - Regular Session **34.**

Meeting Date: 04/15/2025

Diamond 24RFSQ13 SA1 to WA3 Chandler Corridor, Seg 1

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on Chandler Corridor, Segment 1 (at FM 1660) Supplement No. 1 to Work Authorization No. 3 to the Road and Bridge On-Call Land Surveying Services contract executed on March 19, 2024, between Williamson County and Diamond Surveying, Inc. relating to right-of-way preservation. Project: P588 Fund Source: TANS

Background

The Diamond Surveying, Inc. Supplemental No. 1 to Work Authorization No. 3 adds an additional easement parcel in the amount of $6,830.00 and extends the termination date to 6/30/2025. This SWA does not increase the contract cap.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Diamond 24RFSQ13 SA1 to WA3 Chandler Corridor, Seg 1

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	04/10/2025 11:59 AM
County Judge Exec Asst.	Andrea Schiele	04/10/2025 03:32 PM
Form Started By: Vicky Edwards		Started On: 04/10/2025 08:34 AM
Final Approval Date: 04/10/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. 01
TO
WORK AUTHORIZATION NO. 03

WILLIAMSON COUNTY CORRIDOR PROJECT:
CHANDLER CORRIDOR SEGMENT 1 (SH 130 to CR 101)
Chandler Road at FM 1660 Replacement Utility Easement (Jonah)

This Supplemental Work Authorization No. 01 to Work Authorization No. 03 is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated March 19, 2024 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Diamond Surveying, Inc.** (the "Surveyor").

WHEREAS, the County and the Surveyor executed Work Authorization No. 03 dated effective May 22, 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 additional of 1 replacement utility easement acquisition, due to a relocation of Jonah's existing easement location. Item a, Field Surveying, will increase **1** easement parcel. 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 **June 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 updated 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 **$6,830.00** from $9,900.00 to **$16,730.00**. 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:**
Diamond Surveying, Inc.	Williamson County, Texas
By: _____	By: _____
Signature	Signature
_Shane Shafer_____	_____
Printed Name	Printed Name
President_____	_____
Title	Title
March 19, 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 2:53 pm, Apr 01, 2025

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE SURVEYOR FOR CHANDLER CORRIDOR SEGMENT 1 (SH 130 TO CR 101)
Chandler Road at FM 1660 Replacement Utility Easement (Jonah)
PROJECT AMENDMENT

PROJECT SCOPE

This amendment hereby modifies the Field Surveying services with one (1) additional acquisition parcel document. Surveyor's Scope of Services is limited to those items outlined below.

a. FIELD SURVEYING:

- Surveyor will utilize previous research, located control, boundary and found or set monuments related to WCAD R# 020975 – Fuessel Holdings, LLC.
- Surveyor will perform sufficient field and office tasks to generate metes and bounds description with survey plat, for up to one (1) replacement utility easement for a 20' Jonah waterline (WCAD R# 020975 – Fuessel Holdings, LLC).
- Surveyor will find or set property corners monumenting the boundary of the replacement utility easement as required by the rules and regulations of the Texas Board of Professional Engineers and Land Surveyors (if applicable).
- Surveyor will review title commitment provided by the County for the easement parcel.
- Easements and fee strips must be shown and identified by width, owner, and recording data.
- Building lines or set-back lines must be shown and identified.
- Visible improvements located within the proposed ROW corridor or within 25 feet of the proposed ROW line must be shown and identified for the replacement easement area.

    - Structures must be identified as commercial or residential, by number of stories, and as to type (brick, wood frame, etc.).

Structures, if severed by the proposed ROW line, must be dimensioned to the extent necessary to completely delineate the severed parts.

- Parking areas, billboards, and other on-premise signs, if severed by a proposed ROW line, must be dimensioned to the extent necessary to delineate that portion of the parking area, billboard, or sign, which is located within the proposed ROW corridor.

- In cases where structures are located outside the proposed ROW corridor, and within ten (10) feet of the proposed ROW line, the shortest distance between the structures and the proposed ROW line must be shown.

- If a structure is an element of the planimetric furnished to the Surveyor by the County, the Surveyor may snap to the structure to determine the shortest distance to the proposed ROW line. However, if the distance is less than three (3) feet, the Surveyor shall verify the distance in the field.

DELIVERABLES:

- Draft Replacement Utility Easement Document(s) (pdf)
- Final Signed and Sealed Replacement Utility Easement Document(s) (pdf)
- Survey CADD files
- ASCII point file of all points located/set during the course of the survey, if applicable

Attachment C

Work Schedule

Work shall begin immediately upon receipt of executed agreement between County and Surveyor and Notice to Proceed from County.

Standard Land Survey will be delivered within 10 to 15 working days upon receipt of executed agreement and right-of-entry.

Land Title Survey will be delivered within 5 to 7 working days upon receipt of latest commitment for title insurance for the Subject Tract.

Basis of Estimate for Items listed in Attachment B

Attachment D, Continued
Basis of Estimate

Schedule B: Preliminary Standard Land Survey – 1 Parcel

Item	Description	Classification	Quantity	Units	Unit Rate	Subtotal		
1	Prepare Field Packets, updated deed research, prepare Standard Land Survey	Sr. CADD Tech	16	Hours	$135.00	$2,160.00		
2	Perform Fieldwork to Find existing monumentation, Improvements	2-Man Field Party	8	Hours	$170.00	$1,360.00		
3	Monitor & Review Standard Land Survey	Project Manager	2	Hours	$150.00	$300.00	**Subtotal**	**$3,820.00**

Schedule B Item: Final Land Title Survey – 1 Parcel

Item	Description	Classification	Quantity	Units	Unit Rate	Subtotal		
1	Address Title Commitment to prepare Final Land Title Surveys	Sr. CADD Tech	10	Hours	$135.00	$1,350.00		
2	Set appropriate monumentation for Easement Acquisition Parcel	2-Man Field Party	6	Hours	$170.00	$1,020.00		
3	Monitor & Review Land Title Surveys	Project Manager	2	Hours	$150.00	$300.00		
2	Analyze Right-of-Way, Boundary Lines Sign and Seal Final Survey	R.P.L.S.	2	Hours	$170.00	$340.00	**Subtotal**	**$3,010.00**

Total Amount: $6,830.00

Commissioners Court - Regular Session **35.**

Meeting Date: 04/15/2025

BGE 22RFSQ134 SA4 to WA1 Chandler Corridor, Seg 2

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on Supplement No. 4 to Work Authorization No. 1 to the Chandler Corridor, Segment 2 contract executed on September 29, 2022, between Williamson County and BGE, Inc. relating to the LTP Corridor Program. Project: P600 Fund Source: LTP Corridor

Background

The BGE, Inc. Supplemental No. 4 to Work Authorization No. 1 is for additional engineering services in the amount of $98,846.00 increasing the maximum payable from $998,766.20 to $1,097,612.20 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

BGE 22RFSQ134 SA4 to WA1 Chandler Corridor, Seg 2

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	04/10/2025 11:59 AM
County Judge Exec Asst.	Andrea Schiele	04/10/2025 03:32 PM
Form Started By: Vicky Edwards		Started On: 04/10/2025 08:35 AM
Final Approval Date: 04/10/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. _4_
TO
WORK AUTHORIZATION NO. _1_

WILLIAMSON COUNTY ROAD BOND PROJECT:
22RFSQ134 ENGINEERING SERVICES FOR CHANDLER CORRIDOR SEGMENT 2

This Supplemental Work Authorization No. _4_ to Work Authorization No. _1_ is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated September 29, 2022 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and BGE, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. _1_ dated effective November 4, 2022 (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 scope of services has been revised to reflect revisions as further described in Attachment B-4.
II. The Work Authorization shall terminate on Sept 30, 2025. The Services to be Provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C-4".
III. The maximum amount payable for services under the Work Authorization is hereby increased from $998,766.20 to $1,097,612.20, reflecting an increase of $98,846.00. The revised Fee Schedule is attached hereto as Attachment D-4.

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.

ENGINEER:	**COUNTY:**
By: _____	By: _____
Signature	Signature
Eric Busker	
Printed Name	Printed Name
Director	
Title	Title
04/09/2025	
Date	Date

LIST OF ATTACHMENTS

Attachment B-4 – Services to be provided by the Engineer

Attachment C-4 – Work Schedule

Attachment D-4 – Fee Schedule

APPROVED
By Christen Eschberger at 2:59 pm, Apr 09, 2025

ATTACHMENT B-4
SERVICES TO BE PROVIDED BY THE ENGINEER
PRELIMINARY ENGINEERING FOR CHANDLER CORRIDOR SEGMENT 2

PROJECT DESCRIPTION

Proposed Facility

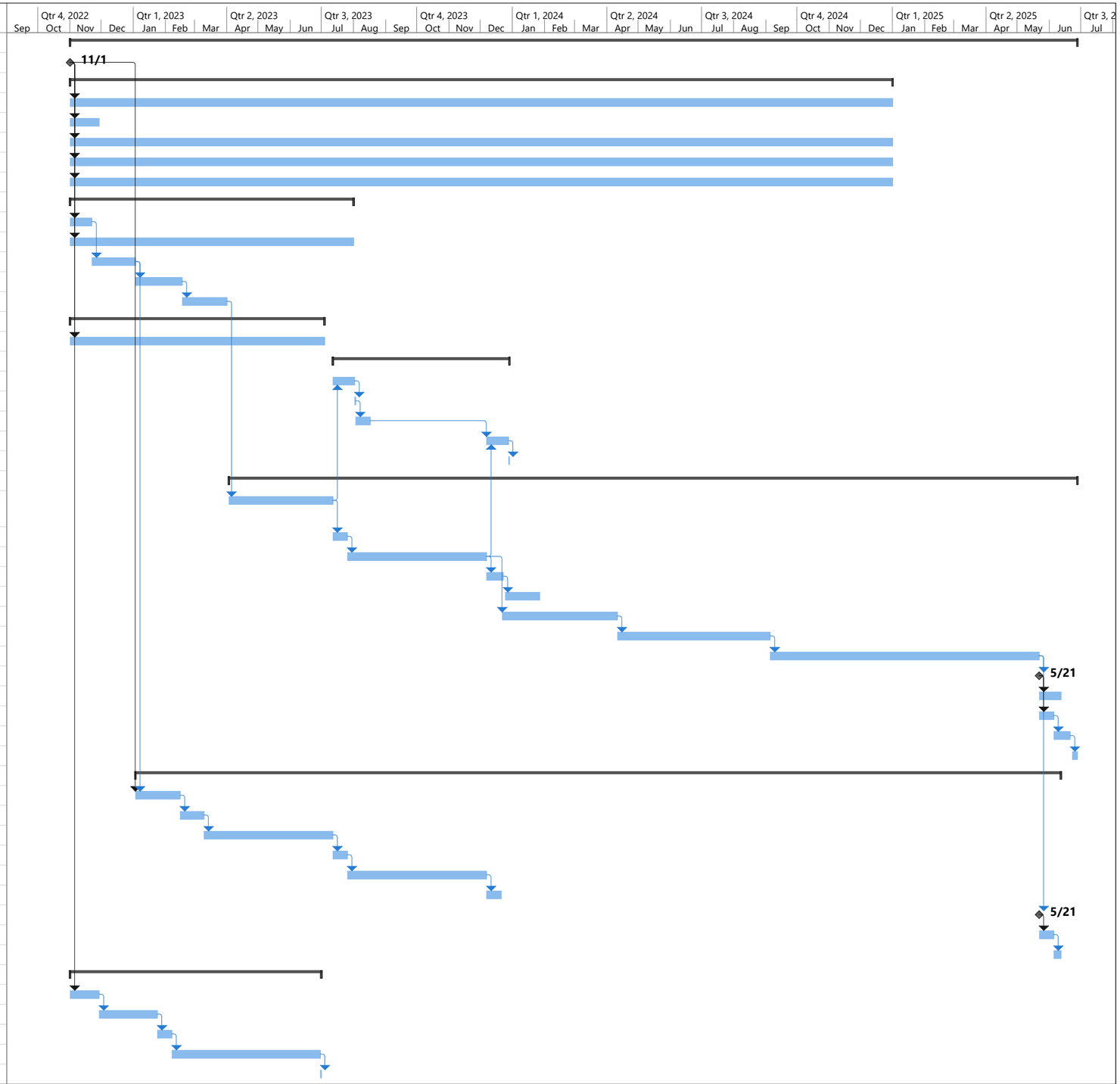
Chandler Corridor Segment 2 is approximately 5 miles long, extending from CR 101 / Corridor E to SH 95. The proposed ultimate facility is controlled access with 2 two-lane mainlanes, access ramps in both directions, 2 three-lane frontage roads with curb and gutter, storm sewer system, and 2 shared use paths (one on each side). The proposed right-of-way width will be minimum 350 feet.

1. TASK 1: PROJECT MANAGEMENT
   a. Additional project coordination and administration
   b. Progress/coordination meetings

2. SCHEMATIC DEVELOPMENT – revise original alignment to avoid/minimize impacts to Jonah waterline, updates to schematic layouts including:
   a. Mainlane horizontal and vertical geometry revisions
   b. Ramp horizontal and vertical geometry revisions
   c. Frontage road horizontal and vertical geometry revisions
   d. Modeling
   e. Sheet updates
      - Callouts/labels
      - Superelevation labels
      - Profiles
      - Typical sections
      - Cross sections
   f. Coordination with utility coordinator to confirm conflict avoidance
   g. Address one round of GEC comments

3. DRAINAGE STUDY
   a. Drainage Report:
      - Address comments from HNTB and resubmit (1 submittal)

ID	Task Mode	Task Name	Duration	Start	Finish
1		**Chandler Road**	**694 days**	**Tue 11/1/22**	**Fri 6/27/25**
2		Notice to Proceed	0 days	Tue 11/1/22	Tue 11/1/22
3		**Project Management**	**566 days**	**Tue 11/1/22**	**Tue 12/31/24**
4		Monthly Invoices and Project Reports	566 days	Tue 11/1/22	Tue 12/31/24
5		Project Specific QA/QC Plan	20 days	Tue 11/1/22	Mon 11/28/22
6		Meeting Minutes, Sign-In Sheets, and Agendas	566 days	Tue 11/1/22	Tue 12/31/24
7		Project Schedule and Updates	566 days	Tue 11/1/22	Tue 12/31/24
8		Project Files	566 days	Tue 11/1/22	Tue 12/31/24
9		**Route Design and Studies**	**195 days**	**Tue 11/1/22**	**Mon 7/31/23**
10		Data Collection	15 days	Tue 11/1/22	Mon 11/21/22
11		Meeting Minutes, etc, for all Stakeholder/Agency Coordinati	195 days	Tue 11/1/22	Mon 7/31/23
12		Draft Constraints Map, Design Summary Form, Typical Sectic	30 days	Tue 11/22/22	Mon 1/2/23
13		GEC/County Review	33 days	Tue 1/3/23	Thu 2/16/23
14		Final Constraints Map, Design Summary Form, Typical Sectio	31 days	Fri 2/17/23	Fri 3/31/23
15		**Public Involvement**	**175 days**	**Tue 11/1/22**	**Mon 7/3/23**
16		Individual Property Owner Meetings (As Needed)	175 days	Tue 11/1/22	Mon 7/3/23
17		**Right of Way (ROW) Mapping**	**122 days**	**Wed 7/12/23**	**Thu 12/28/23**
18		Draft Preliminary ROW Map and affected property owner lis	15 days	Wed 7/12/23	Tue 8/1/23
19		Submit Draft	1 day	Wed 8/2/23	Wed 8/2/23
20		GEC/County Review	10 days	Thu 8/3/23	Wed 8/16/23
21		Final Preliminary ROW Map and affected property owner list	15 days	Thu 12/7/23	Wed 12/27/23
22		Submit Final	1 day	Thu 12/28/23	Thu 12/28/23
23		**Schematic Development**	**585 days**	**Mon 4/3/23**	**Fri 6/27/25**
24		Preliminary Ultimate Schematic Submittal including cost estimate	72 days	Mon 4/3/23	Tue 7/11/23
25		GEC/County Review	10 days	Wed 7/12/23	Tue 7/25/23
26		Final Ultimate Schematic Submittal including cost estimate	96 days	Wed 7/26/23	Wed 12/6/23
27		GEC/County Review	12 days	Thu 12/7/23	Fri 12/22/23
28		Address & Resolve Comments	25 days	Mon 12/25/23	Fri 1/26/24
29		Obtain ROE (by others)	79 days	Fri 12/22/23	Wed 4/10/24
30		SUE Work (by others)	105 days	Thu 4/11/24	Wed 9/4/24
31		Alignment Revision 1	185 days	Thu 9/5/24	Wed 5/21/25
32		Re-submit Final Ultimate Schematic & cost estimate	0 days	Wed 5/21/25	Wed 5/21/25
33		Final Corridor Summary Report	15 days	Thu 5/22/25	Wed 6/11/25
34		GEC/County Review	10 days	Thu 5/22/25	Wed 6/4/25
35		Address/Resolve Comments (1 round)	12 days	Thu 6/5/25	Fri 6/20/25
36		Verify comments addressed (GEC)	5 days	Mon 6/23/25	Fri 6/27/25
37		**Drainage Study**	**637 days**	**Tue 1/3/23**	**Wed 6/11/25**
38		Draft Drainage Report - Existing Conditions	31 days	Tue 1/3/23	Tue 2/14/23
39		GEC/County Review	17 days	Wed 2/15/23	Thu 3/9/23
40		Draft Drainage Report - Existing & Proposed	88 days	Fri 3/10/23	Tue 7/11/23
41		GEC/County Review	10 days	Wed 7/12/23	Tue 7/25/23
42		Final Drainage Report	96 days	Wed 7/26/23	Wed 12/6/23
43		GEC/County Review	10 days	Thu 12/7/23	Wed 12/20/23
44		Re-submit Final Drainage Report (1 submittal)	0 days	Wed 5/21/25	Wed 5/21/25
45		GEC/County Review	10 days	Thu 5/22/25	Wed 6/4/25
46		Verify comments addressed (GEC)	5 days	Thu 6/5/25	Wed 6/11/25
47		**Environmental Services**	**174 days**	**Tue 11/1/22**	**Fri 6/30/23**
48		Data Collection & Field Reconnaissance	20 days	Tue 11/1/22	Mon 11/28/22
49		Draft Environmental and Cultural Resources Constraints Rep	40 days	Tue 11/29/22	Mon 1/23/23
50		GEC/County Review	10 days	Tue 1/24/23	Mon 2/6/23
51		Final Environmental and Cultural Resources Constraints Rep	103 days	Tue 2/7/23	Thu 6/29/23
52		Submit Final	1 day	Fri 6/30/23	Fri 6/30/23



PROJECT NAME CHANDLER ROAD
TYPE OF WORK: PLANNING & DESIGN
COUNTY: WILLIAMSON
PRIME PROVIDER: BGE

	BGE	AMATERRA	HALFF	**TOTAL**
TASK 1: PROJECT MANAGEMENT	$6,600.00	$0.00	$0.00	$6,600.00
TASK 2: ROUTE AND DESIGN STUDIES	$0.00	$0.00	$0.00	$0.00
TASK 3: PUBLIC INVOLVEMENT	$0.00	$0.00	$0.00	$0.00
TASK 4: RIGHT-OF-WAY MAPPING	$0.00	$0.00	$0.00	$0.00
TASK 5: SCHEMATIC DEVELOPMENT	$84,770.00	$0.00	$0.00	$84,770.00
TASK 6: DRAINAGE STUDY	$0.00	$0.00	$7,476.00	$7,476.00
TASK 7: ENVIRONMENTAL SERVICES	$0.00	$0.00	$0.00	$0.00
SUBTOTAL:	$91,370.00	$0.00	$7,476.00	$98,846.00
OTHER DIRECT EXPENSES	$ -	$ -	$ -	$ -
TOTAL:	**$91,370.00**	**$0.00**	**$7,476.00**	**$98,846.00**
PERCENT:	92.4%	0.0%	7.6%	

PROJECT NAME: CHANDLER ROAD
TYPE OF WORK: PLANNING AND DESIGN
COUNTY: WILLIAMSON
PRIME PROVIDER: BGE

TASK DESCRIPTION	PRINCIPAL/ DIRECTOR	SENIOR PROJECT MANAGER	PROJECT MANAGER	QC MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	GRADUATE ENGINEER	SENIOR STRUCTURAL ENGINEER	SENIOR ENGINEER TECHNICIAN	ENGINEER TECHNICIAN	TOTAL LABOR HRS. & COSTS
TASK 1: PROJECT MANAGEMENT												
												0
a. Project Coordination and Administration		20										20
b. Progress/Coordination Meetings		4										4
												0
HOURS SUB-TOTALS	0	24	0	0	0	0	0	0	0	0	0	24
HOURLY CONTRACT RATE	$310.00	$275.00	$255.00	$285.00	$250.00	$215.00	$175.00	$140.00	$295.00	$195.00	$138.00	
TOTAL LABOR COSTS	$0.00	$6,600.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	**$6,600.00**
% DISTRIBUTION OF STAFFING	0.00%	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%

SUBTOTAL	**$6,600.00**

TASK DESCRIPTION	PRINCIPAL/ DIRECTOR	SENIOR PROJECT MANAGER	PROJECT MANAGER	QC MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	GRADUATE ENGINEER	SENIOR STRUCTURAL ENGINEER	SENIOR ENGINEER TECHNICIAN	ENGINEER TECHNICIAN	TOTAL LABOR HRS. & COSTS
TASK 5: SCHEMATIC DEVELOPMENT												
												0
a. Mainlane horizontal and vertical geometry revisions		2		2	2	8	32	8				54
b. Ramp horizontal and vertical geometry revisions		2		2	2	12	48	8				74
c. Frontage Road horizontal and vertical geometry revisions		2		2	2	8	40	8				62
d. Modeling						16	24	12				52
e. Sheet updates				16								16
Callouts/labels							8	40				48
Superelevation labels							2	8				10
Profiles							8	8				16
Typical Sections							2	4				6
Cross Sections							24	40				64
f. Coordination with utility coordinator to confirm conflict avoidance		2										2
g. Address one round of GEC comments		4		4	2	4	24	40				78
												0
												0
												0
												0
HOURS SUB-TOTALS	0	12	0	26	8	48	212	176	0	0	0	482
HOURLY CONTRACT RATE	$310.00	$275.00	$255.00	$285.00	$250.00	$215.00	$175.00	$140.00	$295.00	$195.00	$138.00	
TOTAL LABOR COSTS	$0.00	$3,300.00	$0.00	$7,410.00	$2,000.00	$10,320.00	$37,100.00	$24,640.00	$0.00	$0.00	$0.00	**$84,770.00**
% DISTRIBUTION OF STAFFING	0.00%	3.89%	0.00%	8.74%	2.36%	12.17%	43.77%	29.07%	0.00%	0.00%	0.00%	100.00%

SUBTOTAL	**$84,770.00**

PROJECT NAME: CHANDLER ROAD
TYPE OF WORK: PLANNING AND DESIGN
COUNTY: WILLIAMSON
SUB PROVIDER: HALFF

	TASK DESCRIPTION	PROJECT MANAGER	QUALITY MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT	ADMIN	TOTAL LABOR HRS. & COSTS
TASK 6: DRAINAGE STUDY									
									0
a.	Schematic Final Drainage Report - address HNTB comments	4	4		8	12	16		44
									0
HOURS SUB-TOTALS		4	4	0	8	12	16	0	44
HOURLY CONTRACT RATE		$268.00	$246.00	$235.00	$193.00	$155.00	$126.00	$86.00	
TOTAL LABOR COSTS		$1,072.00	$984.00	$0.00	$1,544.00	$1,860.00	$2,016.00	$0.00	**$7,476.00**
% DISTRIBUTION OF STAFFING		14.34%	13.16%	0.00%	20.65%	24.88%	26.97%	0.00%	100.00%

SUBTOTAL	**$7,476.00**

Commissioners Court - Regular Session **36.**

Meeting Date: 04/15/2025

Seiler Lankes 22RFSQ128 SA4 to WA2 CR 255/CR 289

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on Supplement No. 4 to Work Authorization No. 2 to the CR 255/CR 289 from CR 254 to Ronald Reagan Boulevard contract executed on October 11, 2022, between Williamson County and Seiler Lankes Group relating to the Road and Bridge Department. Project: P546 Fund Source: Road and Bridge

Background

The Seiler Lankes Group Supplemental No. 4 to Work Authorization No. 1 is for construction phase services in the amount of $75,802.00 increasing the maximum payable from $715,454.00 to $791,256.00 and extends the termination date to 10/30/2026. This SWA increase stays under the contract cap.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Seiler Lankes 22RFSQ128 SA4 to WA2 CR 255/CR 289

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	04/10/2025 11:28 AM
County Judge Exec Asst.	Andrea Schiele	04/10/2025 03:32 PM
Form Started By: Vicky Edwards		Started On: 04/10/2025 08:35 AM
Final Approval Date: 04/10/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. 04
TO
WORK AUTHORIZATION NO. 02

WILLIAMSON COUNTY ROAD BOND PROJECT:
CR 255 and CR 289 PS&E

This Supplemental Work Authorization No. 04 to Work Authorization No. 02 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated October 11, 2022 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Seiler Lankes Group, LLC (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 02 dated effective April 26, 2023 (the "Work Authorization");

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

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

AGREEMENT

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

I. The Services to be Provided by the Engineer that were set out in the original Attachment "B" of the Work Authorization are hereby amended, changed and modified as shown in the attached revised Attachment "B" (must be attached).

II. The Work Authorization shall terminate on October 30, 2026. 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).

III. The maximum amount payable for services under the Work Authorization is hereby increased from $715,454.00 to $791,256.00. 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, to be effective as of the date of the last party's execution below.

ENGINEER:	**COUNTY:**
By: _____	By: _____
Signature	Signature
Gerald Lankes	_____
Printed Name	Printed Name
CEO	_____
Title	Title
4/4/2025	_____
Date	Date

LIST OF ATTACHMENTS

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

APPROVED

By Christen Eschberger at 2:44 pm, Apr 08, 2025

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE ENGINEER FOR CONSTRUCTION PHASE SERVICES FOR CR 255

The following additions are made to supplement Attachment B of Work Authorization No. 2 to include Construction Phase Services and Condemnation Support.

Project Limits
The project limits are from approximately CR 254 to Ronald Reagan Blvd for approximately 2.9 miles.

Proposed Facility
Proposed interim 2-lane roadway with 2 ft shoulders and turn lanes of an ultimate median arterial divided 6-lane curbed section with a raised median. The proposed ROW width of 136 ft, from the project limits mention above.

1. PROJECT MANAGEMENT

    a. MONTHLY PROGRESS REPORTS, INVOICES, AND BILLINGS:
        i. Prepare correspondence, invoices, and progress reports on a monthly basis in accordance with current County requirements.
            1. Progress reports will include: tasks completed, tasks/objectives that are planned for the upcoming periods, lists or descriptions of items or decisions needed from the County and its representatives. Subconsultant progress will be incorporated into the monthly progress report. A copy of the monthly progress report will be uploaded to ProjectWise.

2. CONDEMNATION HEARINGS
    a. CLGann Project Manager attended and supported county attorney with law suit.

3. CONSTRUCTION PHASE SERVICES
    a. REQUESTS FOR INFORMATION - RFIs (21 RFIs assumed):
        i. Respond to Contractor RFIs and provide design clarifications, additional information, and additional data to the GEC as required within seven (7) calendar days.
    b. REVIEW CONTRACTOR SUBMITTALS & SHOP DRAWINGS (5 assumed):
        i. Review Contractor submittals and shop drawings received from the GEC. Shop drawings will be reviewed for general conformance with the plans and specifications and will include providing stamped concurrence, exceptions or resubmittal notations to the Contractor within seven (7) calendar days. The County will not be billed for plan revisions resulting from engineering errors or omissions.
    c. PLAN REVISIONS FOR FIELD CHANGES (30 sheets assumed):
        i. Engineer will provide minor revisions to plans in order to address differing site conditions, third party accommodation, or other owner directed changes.

Revisions to plans will include revision clouds around any changes, will include descriptions and quantities of changes, CAD files, and will be sealed by a professional engineer. The County will not be billed for plan revisions resulting from engineering errors or omissions.

d. ATTEND MEETINGS:

i. Engineer will attend meetings (1 assumed) at the project site or Williamson County representative office, as requested. When in attendance, Engineer will provide meeting minutes and sign in sheet.

ii. Visit the project site on request (1 assumed) during construction to address questions on interpretation of plans.

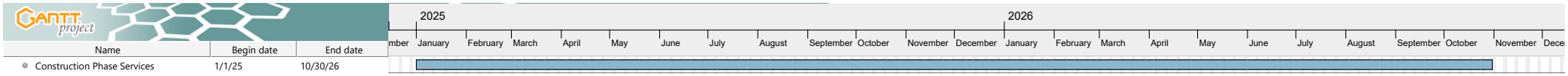
e. WATER QUALITY BMP CERTIFICATION

i. Engineer will visit the project site (1 assumed) and review the construction work related to adherence to the permanent water quality design plans. Provide a list of issues to be corrected to the GEC, if necessary.

ii. Engineer will prepare and submit to TCEQ a letter certifying that the permanent BMPs were constructed as designed.

4. DELIVERABLES

All contract documents, including hard copies and electronic files, shall be turned over to the County at project close out. Documents shall be posted to the County's project management database as requested.


GANTT project
Name
Begin date
End date
Construction Phase Services
1/1/25
10/30/26
2025
2026
January
February
March
April
May
June
July
August
September
October
November
December
January
February
March
April
May
June
July
August
September
October
November

Rates Reviewed on 4/8/25

PRIME PROVIDER NAME: SEILER LANKES GROUP, LLC

CR 255 & CR 289	No. of Sheets	Project Manager	Senior Engineer	Project Engineer	Design Engineer	Engineer-In-Training	Engineer Tech	Admin./ Clerical	Total Hours	Total Labor Cost
		$295.00	$236.00	$215.00	$166.00	$145.00	$140.00	$94.00		
PROJECT MANAGEMENT AND ADMINISTRATION										
Prepare monthly progress reports (22 Months) and Invoices		11						22	33	$5,313.00
Subtotal - Labor	**0**	**11**	**0**	**0**	**0**	**0**	**0**	**22**	**33**	**$5,313.00**
Construction Phase Services										
Requests for Information (19 assumed - 3 hours per RFI)		20		37					57	$13,855.00
Review Contractor Submittals & Shop Drawings (5 assumed - 2 hours per submittal)		5		5					10	$2,550.00
Plan Revisions for Field Changes (30 sheets assumed - 6 hours per revision)	30	40		90	50				180	$39,450.00
Project Site visits to address questions on interpreatation of plans (1 visit assumed - 6 hours per visit)		6							6	$1,770.00
Subtotal - Labor	**0**	**71**	**0**	**132**	**50**	**0**	**0**	**0**	**253**	**$57,625.00**
Total - Labor Hours		**82**	**0**	**132**	**50**	**0**	**0**	**22**	**286**	
Total - Labor Cost		**$24,190.00**	**$0.00**	**$28,380.00**	**$8,300.00**	**$0.00**	**$0.00**	**$2,068.00**		**$62,938.00**
GRAND TOTAL										**$62,938.00**

Rates Reviewed on 4/8/25

SUB PROVIDER NAME: CLGANN, LLC

CR 255 & CR 289	No. of Sheets	Project Manager	Senior Engineer	Project Engineer	Design Engineer	Engineer-In-Training	Sr. Engineer Tech	Engineer Tech	Total Hours	Total Labor Cost
		$268.00	$241.00	$215.00	$161.00	$140.00	$161.00	$140.00		
Condemnation Support										
Attend Court and Hold Meetings with Attorney (2 meetings - 8 hours assumed)		16							16	$4,288.00
Gathering Data needed for Attorney		12								$3,216.00
Subtotal - Labor	**0**	**28**	**0**	**0**	**0**	**0**	**0**	**0**	**28**	**$7,504.00**
Construction Phase Services										
Requests for Information (2 assumed - 3 hours per RFI)		6							6	$1,608.00
Water Quality BMP Certification										
Engineer will visit the project site and review the construction work related to adherence to the permanent water quality design plans. Provide a list of issues to be corrected to the GEC, if necessary. (1 visit - 12 hours per visit estimated)		12								$3,216.00
Engineer will prepare and submit to TCEQ a letter certifying that the permanent BMPs were constructed as designed.		2								$536.00
Subtotal - Labor	**0**	**20**	**0**	**0**	**0**	**0**	**0**	**0**	**20**	**$5,360.00**
Total - Labor Hours		**48**	**0**	**0**	**0**	**0**	**0**	**0**	**28**	
Total - Labor Cost		**$12,864.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**		**$12,864.00**
GRAND TOTAL										**$12,864.00**

PRIME PROVIDER NAME: SEILER LANKES GROUP, LLC

Fee Summary by Function Code			
	Seiler Lankes Group, LLC	**CLG**	**Total**
Project Management	$5,313.00	$0.00	**$5,313.00**
Condemnation Support	$0.00	$7,504.00	**$7,504.00**
Construction Phase Services	$57,625.00	$5,360.00	**$62,985.00**
Grand Totals			
Total	**$62,938.00**	**$12,864.00**	**$75,802.00**

Project Total $75,802.00

Commissioners Court - Regular Session **37.**

Meeting Date: 04/15/2025

Cobb Fendley 1811-273 WA3 SA6 On Call Utility Coordination and Relocation for Non Capital Improvement Projects

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No 6 to Work Authorization No 3 under Williamson County Contract between Cobb Fendley and Associates, Inc. and Williamson County dated July 16, 2019 for On Call Utility Coordination and Relocation for All Williamson County Road and Bridge Non-Capital Improvement Projects. Funding source: 01.0200.0210.004100.

Background

This supplemental is to extend the expiration date to September 30, 2026 and increase the maximum amount payable to $240,000.00.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Cobb Fendley 1811-273 WA3 SA6 On Call Utility Coordination and Relocation for Non Capital Improvement Projects

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	04/10/2025 10:15 AM
County Judge Exec Asst.	Andrea Schiele	04/10/2025 11:02 AM
Form Started By: Vicky Edwards		Started On: 04/10/2025 09:41 AM
Final Approval Date: 04/10/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. _6__
TO
WORK AUTHORIZATION NO. __3__

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
On Call Utility Coordination and Relocation for All Williamson County Road and Bridge Non-Capital Improvement Projects

This Supplemental Work Authorization No. __6_ to Work Authorization No. __3__ 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 "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. __3__ dated effective **November 3, 2021** (the "Work Authorization");

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

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

AGREEMENT

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

I. The maximum amount payable for services under the Work Authorization is hereby increased from **$190,000.00** to **$240,000.00**. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

II. The above referenced Work Authorization termination date shall be modified to **September 30, 2026**. The Services to be Provided by the Firm shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

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

County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Firm.

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

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

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

FIRM	**COUNTY:**
By: Sandra G Khoury	By: _____
Sandra G. Khoury, P.E.	_____
Printed Name	Printed Name
Executive Vice President	_____
Title	Title
April 9, 2025	_____
Date	Date

Attachment C - Work Schedule

Cobb Fendley & Associates, Inc. will provide a work schedule for the assigned tasks.

Commissioners Court - Regular Session **38.**

Meeting Date: 04/15/2025

Cobb Fendley 1811-273 WA8 Utility Coordination for FM 734 at Rattan Creek

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Work Authorization No 8 in the amount of $5,008.50 to expire on September 30, 2025 under Williamson County Contract for Engineering Services between Cobb Fendley and Associates, Inc. and Williamson County dated July 16, 2019 for Utility Coordination for FM 734 at Rattan Creek. Funding source: P627.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Cobb Fendley 1811-273 WA8 Utility Coordination for FM 734 at Rattan Creek

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	04/10/2025 10:15 AM
County Judge Exec Asst.	Andrea Schiele	04/10/2025 11:02 AM
Form Started By: Vicky Edwards		Started On: 04/10/2025 09:41 AM
Final Approval Date: 04/10/2025		

WORK AUTHORIZATION NO. 8
PROJECT: Utility Coordination for FM 734 at Rattan Creek

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated July 16, 2019 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Cobb, Fendley & Associates, Inc. (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is $5,008.50.

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 January 17, 2025, upon final acceptance and full execution of the parties hereto and shall terminate on September 30, 2025. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20___.

ENGINEER:	COUNTY:
Cobb, Fendley & Associates, Inc.	Williamson County, Texas
By: Sandra G Khoury	By: _____
	Signature
Sandra G. Khoury, P.E.	_____
Printed Name	Printed Name
Executive Vice President	_____
Title	Title
April 7, 2025	_____
Date	Date

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Rate Schedule

ATTACHMENT A

SERVICES TO BE PROVIDED BY COUNTY

Williamson County and/or its Designated Representative(s) will provide project direction, review and oversight of utility coordination and engineering services for all Road and Bridge Projects and will provide all project related design files, topographic survey and right-of-way data to assist with coordination efforts.

Williamson County and/or its Designated Representative(s) will negotiate and secure Interlocal Agreements (ILA), when applicable, and provide copies to Utility Coordinator upon execution.

ATTACHMENT B

SERVICES TO BE PROVIDED BY ENGINEER

Scope of Services provided by Cobb, Fendley & Associates, Inc. (the ***Utility Coordinator***), involves utility coordination and engineering services in Williamson County, Texas, (the County) for the Road and Bridge Program as described below:

This scope includes the following major tasks:

1. UTILITY PROGRAM MANAGEMENT
2. PROJECT MANAGEMENT AND COORDINATION
3. UTILITY ADJUSTMENT COORDINATION
4. UTILITY ENGINEERING

1. UTILITY PROGRAM MANAGEMENT.

1.1. The ***Utility Coordinator***, in association with the County and its Designated Representatives, will be responsible for the Utility Program Management for FM 734 at Rattan Creek.

1.2. The ***Utility Coordinator*** will provide Utility Program Management services during any one, or combination, of the following phases of a project: Design, and Construction.

2. PROJECT MANAGEMENT AND COORDINATION.

2.1. The ***Utility Coordinator***, in association with the County and its Designated Representatives, will be responsible for managing, directing, and/or coordinating all activities associated with utility coordination for all assigned projects.

The ***Utility Coordinator's*** Project Principal is: Ms. Sandra G. Khoury, P.E.
Cobb, Fendley & Associates, Inc. 9600 N Mopac Expy, Suite 800
Austin, Texas 78759
Telephone: 512-834-9798

The ***Utility Coordinator's*** Project Manager is:
Mr. Derrick Horvath, P.E.
Cobb, Fendley & Associates, Inc. 9600 N Mopac Expy, Suite 800

Austin, Texas 78759
Telephone: 512-834-9798

The ***Utility Coordinator**'s* Deputy Project Manager is:
Mr. Robert Dankfels
Cobb, Fendley & Associates, Inc. 401 Isom Rd, Suite 101
San Antonio, Texas 78216
Telephone: 210-826-4611

2.2. Project Quality Assurance / Quality Control (QA/QC). The ***Utility Coordinator*** will provide internal and comprehensive quality assurance/quality control reviews throughout the Project development to appraise design, technical and business performance and provide real-time direction and objective solutions. All reports, agreements, and supporting documents, ("utility coordination work products") submitted to the County shall undergo QC reviews prior to submittal. A project manager/engineer will perform the QA/QC function. All QA/QC support documents will be provided with each submittal and uploaded to design project folder in ProjectWise. A copy of the ***Utility Coordinator***'s QA/QC Manual will be provided to the County and its Designated Representative.

2.3. Utility Status Report. The ***Utility Coordinator*** will create and maintain a utility status report on all assigned projects and submit on a weekly basis. The status report will include, at a minimum:

- 2.3.1. Project with Limits
- 2.3.2. Roadway Design Engineer
- 2.3.3. Roadway Design Status
- 2.3.4. Roadway Construction Advertisement Date
- 2.3.5. Utility Owners within Project
- 2.3.6. Utility Design Status
- 2.3.7. Utility Agreement or Permit Status
- 2.3.8. Utility Relocation Status (color coded)
- 2.3.9 Parcel Status
- 2.3.10 Williamson County Utility Cost
- 2.3.11 Utility Billing Status

2.4. Project Documentation. The ***Utility Coordinator*** will document all attachments and files sent to utilities and will upload all project related documents including, but not limited to, utility as-builts, utility conflict tracker spreadsheets, 100% utility conflict strip maps, utility agreement packages, meeting minutes, phone call records, Utility Certifications, etc. in designated project folders in ProjectWise, or other approved County documentation system.

3. UTILITY ADJUSTMENT COORDINATION

Utility Adjustment Coordination activities include, but are not limited to, meeting and contact with utilities on the project, initial project notifications, providing progress reports, preparation of contact lists, preparation of master utility agreements, assistance with permits, reviewing conflicts between the utilities and the Project, resolutions of utility conflicts, creating a utility tracking report, review of the proposed utility adjustments, and recommending the proposed locations of the utility adjustments. The above list of services is general in nature and should not be considered inclusive to the ***Utility Coordinator****'s* responsibilities, as listed in the following scope.

3.1. ***Utility Coordinator*** shall perform utility coordination and liaison activities with involved utility owners, their consultants, Designated Representative, and the County to achieve timely project notifications, formal coordination meetings, conflict analysis and resolution.

3.2. ***Utility Coordinator*** shall coordinate all activities with the County and/or Designated Representative to facilitate the orderly progress and timely completion of the utility coordination phase. The ***Utility Coordinator*** will be responsible for the following:

3.2.1. Initial Project Meeting Attend an initial meeting with county or designated representative, after on-site inspection (when appropriate), to ensure familiarity with existing conditions, governing utility criteria for the project, project requirements or concerns and/or critical deadlines. The ***Utility Coordinator*** will prepare a written report of the meeting.

3.2.2 Project Notifications: Prepare written notification letters of 100% design, with associated project information and files, and send to Utility Representatives.

3.2.3. External Communications: The ***Utility Coordinator*** will coordinate all activities with the County, Designated Representative, County contracted design firms, County utility providers, or other contractors or representatives, as authorized by the County or Designated Representative. The ***Utility Coordinator*** will also provide copies of reports, correspondence and other documentation of work-related communications between the ***Utility Coordinator***, utility owners and other outside entities when requested by the County.

3.3. The ***Utility Coordinator*** shall determine which utilities will conflict with proposed construction and make the utility company aware of these conflicts based on governing utility criteria established in Initial Project Meeting. The ***Utility Coordinator*** shall assist the utility companies in the preparation of required agreements associated with the funding of adjustments and the occupation of public right of way.

3.4. Utility Tracking Reports. The ***Utility Coordinator*** will prepare and maintain a utility tracking report for each assigned project. The tracking report must be in an Excel spreadsheet format and will be updated monthly. The utility tracking report will include the following:

3.4.1. Utility Owner and Contact Information
3.4.2. Meetings and Written Notifications
3.4.3. Agreement Information
3.4.4. Utility Billings

3.5. Utility Certification/Special Provisions: The ***Utility Coordinator****'s* Project Manager or P.E.

shall submit upon request from the County, a Utility Clearance Certification. Utility Clearance Certification will certify that utilities are clear for roadway construction. However, if the utility adjustments are not complete prior to roadway project letting, a letter will be required outlining all outstanding utility conflicts and their effects on roadway construction.

4. UTILITY ENGINEERING.

Utility Engineering includes the identification of utility conflicts, coordination and resolution of utility conflicts, preparation of utility layouts and exhibits, review of utility relocation plans and estimates, and assisting in the utility adjustment coordination effort. The ***Utility Coordinator*** shall coordinate all activities with the County and/or Designated Representative to facilitate the orderly progress and timely completion of the utility coordination phase. Coordination of utility engineering activities includes:

4.1. Utility Layout: The ***Utility Coordinator*** shall maintain a utility layout in the latest version of OpenRoads Designer or AutoCAD. This layout shall include all existing utilities which are to remain in place, be relocated, or be abandoned. This layout will be utilized to confirm and evaluate alternatives. The ***Utility Coordinator's*** Project Manager or registered

Professional Engineer (P.E.) will utilize the layout of existing utilities and determine the following:

4.1.1. Facilities in conflict with the proposed project that are to be relocated.

4.1.2. Facilities to be abandoned in place.

4.1.3. Facilities to remain in service and in place.

4.1.4. As part of the QA/QC process, the ***Utility Coordinator's*** Project Manager or P.E. shall make reasonable effort, per industry standards, for identifying all utilities and conflicts within the project corridor. In the event there are any unidentified utilities discovered during the project which will require relocation, the ***Utility Coordinator*** shall notify the County and/or its Designated Representative immediately upon discovery.

4.2. Conflict Assessment. The ***Utility Coordinator*** will utilize the Utility Layout and prepare a Utility Conflict Matrix that summarizes the list of utility conflicts by owner, conflict type and station limits. This conflict assessment will be forwarded to the utility owners within the project limits, along with the Utility Layout, within a two (2) week turnaround from received design milestone submittal. The utility layout and conflict matrix will be sent with written notification to all utility owners and uploaded to ProjectWise.

4.2.1. The ***Utility Coordinator*** will secure the latest version of the Road and Bridge Program's electronic file release waiver from each utility requesting electronic design files. Upon approval of release form by the County or its Designated Representative, the ***Utility Coordinator*** will provide the requested files to the utility and upload a *.zip file of the submittal to ProjectWise.

4.3. Review of Utility's Proposed Adjustments

4.3.1. Evaluate Alternatives: The ***Utility Coordinator*** will evaluate relocation plans and consider alternatives in the adjustment of utilities that balances the needs of both the County and the Utility.

4.3.2. Review Estimates and Schedules: The ***Utility Coordinator*** will review the utility adjustment estimates for reasonableness of cost and the timely scheduling of the adjustment.

4.3.3. Review Plans to confirm all conflict locations have been addressed and relocations comply with County Utility Design Criteria Guidelines or governing agency utility criteria, if applicable. The responsibility for quality and accuracy of Utility adjustment plans will remain with the Utility Company.

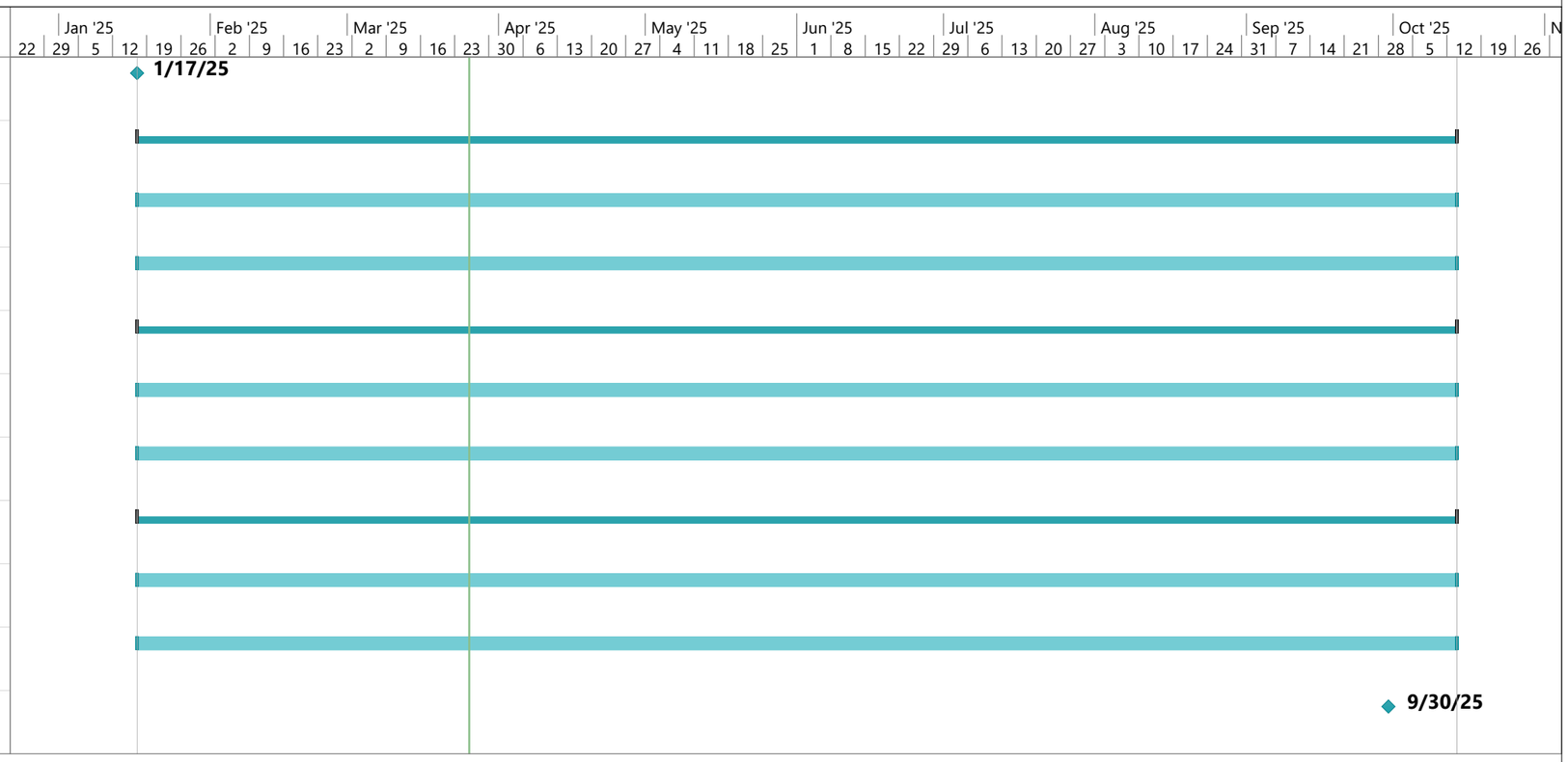
4.3.4. Review Traffic Control Plans. The ***Utility Coordinator*** shall ensure traffic control plans meet with the regulations of the most recent edition of the "Texas Manual on Uniform Traffic Control Devices". The ***Utility Coordinator*** must coordinate approval from the County or its Designated Representative concerning the proposed method of handling traffic prior to allowing commencement of work.

Cobb, Fendley & Associates, Inc.
Utility Coordination & Engineering
Road & Bridge Program

Attachment C
Work Schedule

Work Authorization No. 8
FM 734 at Rattan Creek

ID	Task Name
1	Notice to Proceed
2	**PROGRAM MANAGEMENT AND COORDINATION**
3	PROJECT QA/QC
4	PROJECT DOCUMENTATION
5	**UTILITY ADJUSTMENT COORDINATION**
6	UTILITY COORDINATION ACTIVITIES
7	UTILITY TRACKING
8	**UTILITY ENGINEERING**
9	UTILITY LAYOUT
10	CONFLICT ASSESSMENT
11	Work Authorization Termination



Williamson County
Corridor Program
Utility Coordination & Engineering

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

Cobb, Fendley Associates, Inc.
Utility Coordination Engineering

ATTACHMENT D
FEE SCHEDULE

Work Authorization No. 8
Williamson County Road Bridge
FM 734 at Rattan Creek

Utility Coordination & Engineering Services

Description of Work Task	Senior Project Manager	Senior Engineer	Project Engineer III	Project Engineer II	Project Engineer I	Senior Utility Specialist	Utility Specialist	Senior Technician	Technician III	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
	$235.00	$195.00	$170.00	$150.00	$125.00	$155.00	$125.00	$145.00	$125.00	$115.00	$95.00	$235.00	$140.00	$170.00	$145.00	$120.00	$170.00	$110.00	$295.00	$315.00	$260.00	$105.00	$80.00		
PROJECT MANAGEMENT AND COORDINATION	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5	**6**	$ 635.00
UTILITY ADJUSTMENT COORDINATION	1	0	0	0	4	4	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	**13**	$ 1,855.00
UTILITY ENGINEERING	0	0	3	0	4	4	0	4	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	**17**	$ 2,460.00
Total Hours	**2**	**0**	**3**	**0**	**8**	**8**	**4**	**4**	**2**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**5**	**36**	
Cost	$470	$0	$510	$0	$1,000	$1,240	$500	$580	$250	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$400		**$ 4,950.00**

Other Direct Expenses

			CobbFendley	
Description	**Unit Cost**	**Units**	**Quantity**	**Total**
In-House Reproduction:				
Copies (up to 11"x17")	$ 0.15	each	0	$0.00
Color Prints (up to 11"x17")	$ 1.50	each	0	$0.00
Color Prints (Larger than 11"x17")	$ 3.00	sq. ft.	0	$0.00
Standard Postage	$ 0.50	each	0	$0.00
Express Mail (billed at cost - estimated cost shown)	$ 25.50	each	0	$0.00
Local Deliveries (billed at cost - estimated cost shown)	$ 25.00	each	0	$0.00
Mileage (billed at IRS approved rate - estimated cost shown)	$ 0.585	mile	100	$58.50
Designation & Traffic Control Vehicle	$ 3.50	mile	0	$0.00
Location Vehicle (Vac Truck)	$ 6.50	mile	0	$0.00
Traffic Control (Lane Closures, etc.) (billed at cost - estimated cost shown)	$ 1,500.00	each	0	$0.00
Permits (Local, State, etc.) (billed at cost - estimated cost shown)	$ 350.00	each	0	$0.00
				$58.50

Work Authorization Total **$ 5,008.50**

Commissioners Court - Regular Session **39.**

Meeting Date: 04/15/2025

Cobb Fendley 1811-273 WA9 Utility Coordination for Tracy Chambers Extension

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Work Authorization No 9 in the amount of $18,677.00 to expire on September 30, 2025 under Williamson County Contract for Engineering Services between Cobb Fendley and Associates, Inc. and Williamson County dated July 16, 2019 for Utility Coordination for Tracy Chambers Extension. Funding source: P716.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Cobb Fendley 1811-273 WA9 Utility Coordination for Tracy Chambers Extension

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	04/10/2025 10:15 AM
County Judge Exec Asst.	Andrea Schiele	04/10/2025 11:03 AM
Form Started By: Vicky Edwards		Started On: 04/10/2025 09:41 AM
Final Approval Date: 04/10/2025		

WORK AUTHORIZATION NO. 9
PROJECT: Utility Coordination for Tracy Chambers Extension

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated July 16, 2019 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Cobb, Fendley & Associates, Inc. (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is $18,677.00.

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 March 12, 2025, upon final acceptance and full execution of the parties hereto and shall terminate on September 30, 2025. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20___.

ENGINEER:	COUNTY:
Cobb, Fendley & Associates, Inc.	Williamson County, Texas
By: Sandra G Khoury	By:_____
	Signature
Sandra G. Khoury, P.E.	_____
Printed Name	Printed Name
Executive Vice President	_____
Title	Title
April 7, 2025	_____
Date	Date

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Rate Schedule

ATTACHMENT A

SERVICES TO BE PROVIDED BY COUNTY

Williamson County and/or its Designated Representative(s) will provide project direction, review and oversight of utility coordination and engineering services for all Road and Bridge Projects and will provide all project related design files, topographic survey and right-of-way data to assist with coordination efforts.

Williamson County and/or its Designated Representative(s) will negotiate and secure Interlocal Agreements (ILA), when applicable, and provide copies to Utility Coordinator upon execution.

ATTACHMENT B

SERVICES TO BE PROVIDED BY ENGINEER

Scope of Services provided by Cobb, Fendley & Associates, Inc. (the ***Utility Coordinator***), involves utility coordination and engineering services in Williamson County, Texas, (the County) for the Road and Bridge Program as described below:

This scope includes the following major tasks:

1. UTILITY PROGRAM MANAGEMENT
2. PROJECT MANAGEMENT AND COORDINATION
3. UTILITY ADJUSTMENT COORDINATION
4. SUBSURFACE UTILITY ENGINEERING (SUE)
5. UTILITY ENGINEERING

1. UTILITY PROGRAM MANAGEMENT.

1.1. The ***Utility Coordinator***, in association with the County and its Designated Representatives, will be responsible for the Utility Program Management for all assigned County Projects.

1.2. The ***Utility Coordinator*** will provide Utility Program Management services during any one, or combination, of the following phases of a project: Planning, Design, and/or Construction.

2. PROJECT MANAGEMENT AND COORDINATION.

2.1. The ***Utility Coordinator***, in association with the County and its Designated Representatives, will be responsible for managing, directing, and/or coordinating all activities associated with utility coordination for all assigned projects.

The ***Utility Coordinator's*** Project Principal is:
Ms. Sandra G. Khoury, P.E.
Cobb, Fendley & Associates, Inc.
9600 N Mopac Expy, Suite 800
Austin, Texas 78759
Telephone: 512-834-9798

The ***Utility Coordinator's*** Project Manager is:
Mr. Derrick Horvath, P.E.
Cobb, Fendley & Associates, Inc. 9600
N Mopac Expy, Suite 800
Austin, Texas 78759
Telephone: 512-834-9798

2.2. Project Quality Assurance / Quality Control (QA/QC). The ***Utility Coordinator*** will provide internal and comprehensive quality assurance/quality control reviews throughout the Project development to appraise design, technical and business performance and provide real-time direction and objective solutions. All reports, agreements, and supporting documents, ("utility coordination work products") submitted to the County shall undergo QC reviews prior to submittal. A project manager/engineer will perform the QA/QC function. All QA/QC support documents will be provided with each submittal and uploaded to design project folder in ProjectWise. A copy of the ***Utility Coordinator***'s QA/QC Manual will be provided to the County and its Designated Representative.

2.3. Utility Status Report. The ***Utility Coordinator*** will create and maintain a utility status report on all assigned projects and submit on a weekly basis. The status report will include, at a minimum:

2.3.1. Project with Limits
2.3.2. Roadway Design Engineer
2.3.3. Roadway Design Status
2.3.4. Roadway Construction Advertisement Date
2.3.5. Utility Owners within Project
2.3.6. Utility Design Status
2.3.7. Utility Agreement or Permit Status
2.3.8. Utility Relocation Status (color coded)
2.3.9 Parcel Status
2.3.10 Williamson County Utility Cost
2.3.11 Utility Billing Status

2.4. Project Documentation. The ***Utility Coordinator*** will document all attachments and files sent to utilities and will upload all project related documents including, but not limited to, utility as-builts, utility conflict tracker spreadsheets, 100% utility conflict strip, utility agreement packages, meeting minutes, phone call records, Utility Certifications, etc. in designated project folders in ProjectWise, or other approved County documentation system.

3. UTILITY ADJUSTMENT COORDINATION

Utility Adjustment Coordination activities include, but are not limited to, meeting and contact with utilities on the project, initial project notifications, providing progress reports, preparation of contact lists, preparation of master utility agreements, assistance with permits, reviewing conflicts between the utilities and the Project, resolutions of utility conflicts, creating a utility tracking report, review of the proposed utility adjustments, and recommending the proposed locations of the utility adjustments. The above list of services is general in nature and should not be considered inclusive to the ***Utility Coordinator****'s* responsibilities, as listed in the following scope.

3.1. ***Utility Coordinator*** shall perform utility coordination and liaison activities with involved utility owners, their consultants, Designated Representative, and the County to achieve timely project notifications, formal coordination meetings, conflict analysis and resolution.

3.2. ***Utility Coordinator*** shall coordinate all activities with the County and/or Designated Representative to facilitate the orderly progress and timely completion of the utility coordination phase. The ***Utility Coordinator*** will be responsible for the following:

3.2.1. Initial Project Meeting Attend an initial meeting with county or designated representative, after on-site inspection (when appropriate), to ensure familiarity with existing conditions, governing utility criteria for the project, project requirements or concerns and/or critical deadlines. The ***Utility Coordinator*** will prepare a written report of the meeting.

3.2.2 Project Notifications: Prepare written notification letters of 100% design, with associated project information and files, and send to Utility Representatives.

3.2.3. External Communications: The ***Utility Coordinator*** will coordinate all activities with the County, Designated Representative, County contracted design firms, County utility providers, or other contractors or representatives, as authorized by the County or Designated Representative. The ***Utility Coordinator*** will also provide copies of reports, correspondence and other documentation of work-related communications between the ***Utility Coordinator***, utility owners and other outside entities when requested by the County.

3.3. The ***Utility Coordinator*** shall determine which utilities will conflict with proposed construction and make the utility company aware of these conflicts based on governing utility criteria established in Initial Project Meeting. The ***Utility Coordinator*** shall assist the utility companies in the preparation of required agreements associated with the funding of adjustments and the occupation of public right of way.

3.4. Utility Agreement Assemblies: A packaged agreement consisting of (if Applicable) a Standard Utility Adjustment Agreement along with the following attachments, Attachment "A" Plans, Specifications, and Estimated Cost, Attachment "B" Utility's Schedule of Work and Estimated Date of Completion, Attachment "C" Eligibility Ratio, Attachment "D" Betterment Calculation and Estimates, Attachment "E" Proof of Property Interest, Quitclaim, Joint-Use Agreement and/or Permit, and Field Notes for quitclaim portion of easement.

3.4.1. The ***Utility Coordinator,*** in coordination with the County and its Designated Representative, shall determine the appropriate forms to be used on each assigned project and which utilities will be installed by "Agreement", by "Permit", or by "ILA". The ***Utility Coordinator*** shall review and process all agreement and permit requests and forward to the County or its Designated Representative or TxDOT if the project is on-system project for final approval.

3.4.2. Utility Agreements: If a utility is located within an easement, the ***Utility Coordinator*** shall determine whether a compensable interest exists and the owner's degree of eligibility. The ***Utility Coordinator*** shall assist the utility company with adjustment plans and cost estimate for these adjustments. The ***Utility Coordinator*** shall review plans to ensure compliance with the County Utility Design Criteria Guidelines or governing agency utility criteria, if applicable, and to ensure that the proposed adjustments will not conflict with roadway construction. The ***Utility Coordinator*** will submit 4 original Standard Utility Agreement packages along with attachments to the County or its Designated Representative by letter recommending approval.

3.4.3. Non-Reimbursable Utility Adjustments. The ***Utility Coordinator*** will furnish the appropriate Utility Installation Permit form to the utility company and assist them

with adjustment plan preparation. The ***Utility Coordinator*** shall review plans to ensure compliance with the County Utility Design Criteria Guidelines or the governing agency utility criteria, if applicable, and to ensurethattheproposal will not conflict with roadway construction. The ***Utility Coordinator*** will submit the permit to the County or its Designated Representative by letter recommending approval.

3.4.4. Interlocal Agreements (ILA): If it is determined that the utility will be adjusted as part of the roadway contract, the County or its Designated Representativeshall be notified immediately. The ***Utility Coordinator*** shall determine what funding amount is required based upon the applicable betterment or eligibility ratio and provide that information to the County and its Designated Representative. The County or its designated representative will negotiate and secure the ILA with each respective Utility Owner. A copy of the final ILA will be provided to the ***Utility Coordinator*** upon execution.

3.5. Utility Tracking Reports. The ***Utility Coordinator*** will prepare and maintain a utility tracking report for each assigned project. The tracking report must be in an Excel spreadsheet format and will be updated monthly. The utility tracking report will include the following:

3.5.1. Utility Owner and Contact Information
3.5.2. Meetings and Written Notifications
3.5.3. Agreement Information
3.5.4. Utility Billings

3.6. Utility Billings. The ***Utility Coordinator*** will receive and review all invoices sent by reimbursable utilities for accuracy and compliance with the executed utility agreements and as per Williamson County Vendor Policy. If needed, the ***Utility Coordinator*** will request any missing documentation required to support the invoice from the Utility Owner. After five (5) business days, the ***Utility Coordinator*** will process the invoice with the documentation provided, even as a short pay, until all support documentation is secured. The invoice submittal will include all supporting documentation received to date, recommendation for payment, partial payment form and a payment summary and will be forwarded to the County or its Designated Representative for approval and payment.

3.7. Utility Certification/Special Provisions: The ***Utility Coordinator's*** Project Manager or P.E. shall submit upon request from the County, a Utility Clearance Certification. Utility Clearance Certification will certify that utilities are clear for roadway construction. However, if the utility adjustments are not complete prior to roadway project letting, a letter will be required outlining all outstanding utility conflicts and their effects on roadway construction.

4. SUBSURFACE UTILITY ENGINEERING.

Subsurface Utility Engineering services includes utility investigations subsurface and above ground prepared in accordance with AASHTO standards and Utility Quality Levels as defined in the Utilities Section of the Design Criteria Manual.

Based on the review of existing utilities and proposed roadway design, bridge design, drainage design, and other potential conflicts for utilities, the ***Utility Coordinator*** will

recommend required test holes after completion of 60% conflict assessment. The ***Utility Coordinator*** will coordinate with the appropriate Utility Owner to utilize internal work forces toperform required testholes for verification of its facilities.

If requested, the ***Utility Coordinator*** will coordinate with the County and/or its Designated Representative to provide the required test holes. A sketch of the area to be included for the proposed test hole locations "Level A" will be provided prior to the start of the work and must be approved by the County and/or its Designated Representative. The County or its Designated Representative will provide comments or approval of test hole plan within five (5) business days.

4.1. Subsurface Utility Designate Service (Quality Level B). Designate means to indicate the horizontal location of underground utilities by the application and interpretation of appropriate non-destructive surface geophysical techniques and reference to established survey control. Designate (Quality Level B) Services are inclusive of Quality Levels C and D. The ***Utility Coordinator*** shall:

4.1.1. As requested by the County, compile "As Built" information from plans, plats and other location data as provided by the utility owners.

4.1.2. Coordinate with utility owner when utility owner's policy is to designate their own facilities at no cost for preliminary survey purposes. The ***Utility Coordinator*** will examine utility owner's work to ensure accuracy and completeness.

4.1.3. Designate, record and mark the horizontal location of the existing utility facilities and their service laterals to existing buildings using non-destructive surface geophysical techniques. No storm sewer facilities are to be designated unless authorized by the County. Anon-water basepaint, utilizing the APWA color code scheme, must be used on all surface markings of underground utilities.

4.1.4. Correlate utility owner records with designating data and resolve discrepancies using professional judgment. A color-coded composite utility facility plan with utility owner names, quality levels, line sizes and subsurface utility locate(test hole) locations, if applicable will be prepared and delivered to the County or its Designated Representative. It is understood by both the ***Utility Coordinator*** and the County that the line sizes of designated utility facilities detailed on the deliverable are from the best available records and that an actual line size is normally determined from a test hole vacuum excavation. A note must be placed on the designate deliverable only that states "lines sizes are from best available records". All above ground appurtenance locations must be included in the deliverable to the County. This information will be provided in OpenRoads Designer or other applicable County/County's Design Consultant CADD system. The electronic file will be uploaded to Project Wise. A hard copy is required and must be sealed and dated by the ***Utility Coordinator***. When requested by the County or its Designated Representative, the designated utility information must be over laid on the County design plans.

4.1.5. Determine and inform the County of the approximate utility depths at critical locations as determined by the County or its Designated Representative. This depth indication is understood by both the ***Utility Coordinator*** and the County and its Designated Representative to be approximate only.

4.1.6. Clearly identify all utilities that were discovered from quality levels C and D investigation but cannot be depicted in quality level B standards. These utilities must have a unique line style and symbology in the designate (Quality Level B)

deliverable.

4.2. Subsurface Utility Locate (Test Hole) Service (Quality Level A). Locate means to obtain precise horizontal and vertical position, material type, condition, size and other data that may be obtainable about the utility facility and its surrounding environment through exposure by nondestructive excavation techniques that ensures the integrity of the utility facility. All test holes will be tied to project survey control provided by the County or its Designated Representative.

Subsurface Utility Locate (Test Hole) Services (Quality Level A) are inclusive of Quality Levels B, C, and D. The ***Utility Coordinator*** shall:

4.2.1. Review requested test hole locations and advise the County and/or its Designated Representative in the development of an appropriate locate (test hole) work plan relative to the existing utility infrastructure and proposed highway design elements.

4.2.2. Coordinate with utility owner inspectors as may be required by law or utility owner policy

4.2.3. Neatly cut and remove existing pavement material, such that the cut not exceed 1 square foot unless unusual circumstances exist.

4.2.4. Measure and record the following data, as required, on an appropriately formatted test hole data sheet and upload to design project folder in ProjectWise.

4.2.4.1. Elevation of top and/or bottom of utility tied to the datum of the furnished plan.

4.2.4.2 Identify a minimum of two benchmarks utilized. Elevations shall be within an accuracy of 0.05 feet of utilized benchmarks.

4.2.4.3. Elevation of existing grade over utility at test hole location.

4.2.4.4. Horizontal location referenced to project coordinate datum.

4.2.4.5. Outside diameter of pipe or width of duct banks and configuration of non-encased multi-conduit systems.

4.2.4.6. Utility facility material(s).

4.2.4.7. Utility facility condition.

4.2.4.8. Pavement thickness and type.

4.2.4.9. Coating/Wrapping information and condition.

4.2.4.10. Unusual circumstances or field conditions.

4.2.4.11. Excavate test holes in such a manner as to prevent any damage to wrappings, coatings, cathodic protection or other protective coverings and features.

4.2.5. Be responsible for any damage to the utility during the locating process. In the event of damage, the ***Utility Coordinator*** shall stop work, notify the appropriate utility facility owner, the County, Designated Representative and appropriate regulatory agencies. The regulatory agencies include but are not limited to the Texas Railroad Commission and the Texas Commission on Environmental Quality. The ***Utility Coordinator*** will not resume work until the utility facility owner has determined the corrective action to be taken. The ***Utility Coordinator*** shall be liable for all costs involved in the repair or replacement of the utility facility.

4.2.5.1. Backfill all excavations with appropriate material, compact backfill by mechanical means and restore pavement and surface material. The ***Utility Coordinator*** shall be responsible for the integrity of the backfill and

surface restoration for a period of three (3) years.

4.2.5.2 Provide complete restoration of work site and landscape to equal or better condition than before excavation. If a work site and landscape is not appropriately restored, the ***Utility Coordinator*** shall return to correct the condition at no extra charge to the County.

4.2.5.3. Plot utility location position information to scale and provide an updated Utility Layout. This information will be provided in PDF, OpenRoads Designer or other CADD System format used by the County.

5. UTILITY ENGINEERING.

Utility Engineering includes the identification of utility conflicts, coordination and resolution of utility conflicts, preparation of utility layouts and exhibits, review of utility relocation plans and estimates, and assisting in the utility adjustment coordination effort. The ***Utility Coordinator*** shall coordinate all activities with the County and/or Designated Representative to facilitate the orderly progress and timely completion of the utility coordination phase. Coordination of utility engineering activities includes:

5.1. Utility Layout: The ***Utility Coordinator*** shall maintain a utility layout in the latest version of Microstation V8 or AutoCAD. This layout shall include all existing utilities which are to remain in place, be relocated, or be abandoned. This layout will be utilized to confirm and evaluate alternatives. The ***Utility Coordinator's*** Project Manager or registered

Professional Engineer (P.E.) will utilize the layout of existing utilities and determine the following:

5.1.1. Facilities in conflict with the proposed project that are to be relocated.

5.1.2. Facilities to be abandoned in place.

5.1.3. Facilities to remain in service and in place.

5.1.4. As part of the QA/QC process, the ***Utility Coordinator's*** Project Manager or P.E. shall make reasonable effort, per industry standards, for identifying all utilities and conflicts within the project corridor. In the event there are any unidentified utilities discovered during the project which will require relocation, the ***Utility Coordinator*** shall notify the County and/or its Designated Representative immediately upon discovery.

5.2. Conflict Assessment. The ***Utility Coordinator*** will utilize the Utility Layout and prepare a Utility Conflict Matrix that summarizes the list of utility conflicts by owner, conflict type and station limits. This conflict assessment will be forwarded to the utility owners within the project limits, along with the Utility Layout, within a two (2) week turnaround from received design milestone submittal. The utility layout and conflict matrix will be sent with written notification to all utility owners and uploaded to ProjectWise.

5.2.1. The ***Utility Coordinator*** will secure the latest version of the Road and Bridge Program's electronic file release waiver from each utility requesting electronic design files. Upon approval of release form by the County or its Designated Representative, the ***Utility Coordinator*** will provide the requested files to the utility and upload a *.zip file of the submittal to ProjectWise.

5.3. Review of Utility's Proposed Adjustments

5.3.1. Evaluate Alternatives: The ***Utility Coordinator*** will evaluate relocation plans and consider alternatives in the adjustment of utilities that balances the needs of both the

County and the Utility.

5.3.2. Review Estimates and Schedules: The ***Utility Coordinator*** will review the utility adjustment estimates for reasonableness of cost and the timely scheduling of the adjustment.

5.3.3. Review Plans to confirm all conflict locations have been addressed and relocations comply with County Utility Design Criteria Guidelines or governing agency utility criteria, if applicable. The responsibility for quality and accuracy of Utility adjustment plans will remain with the Utility Company.

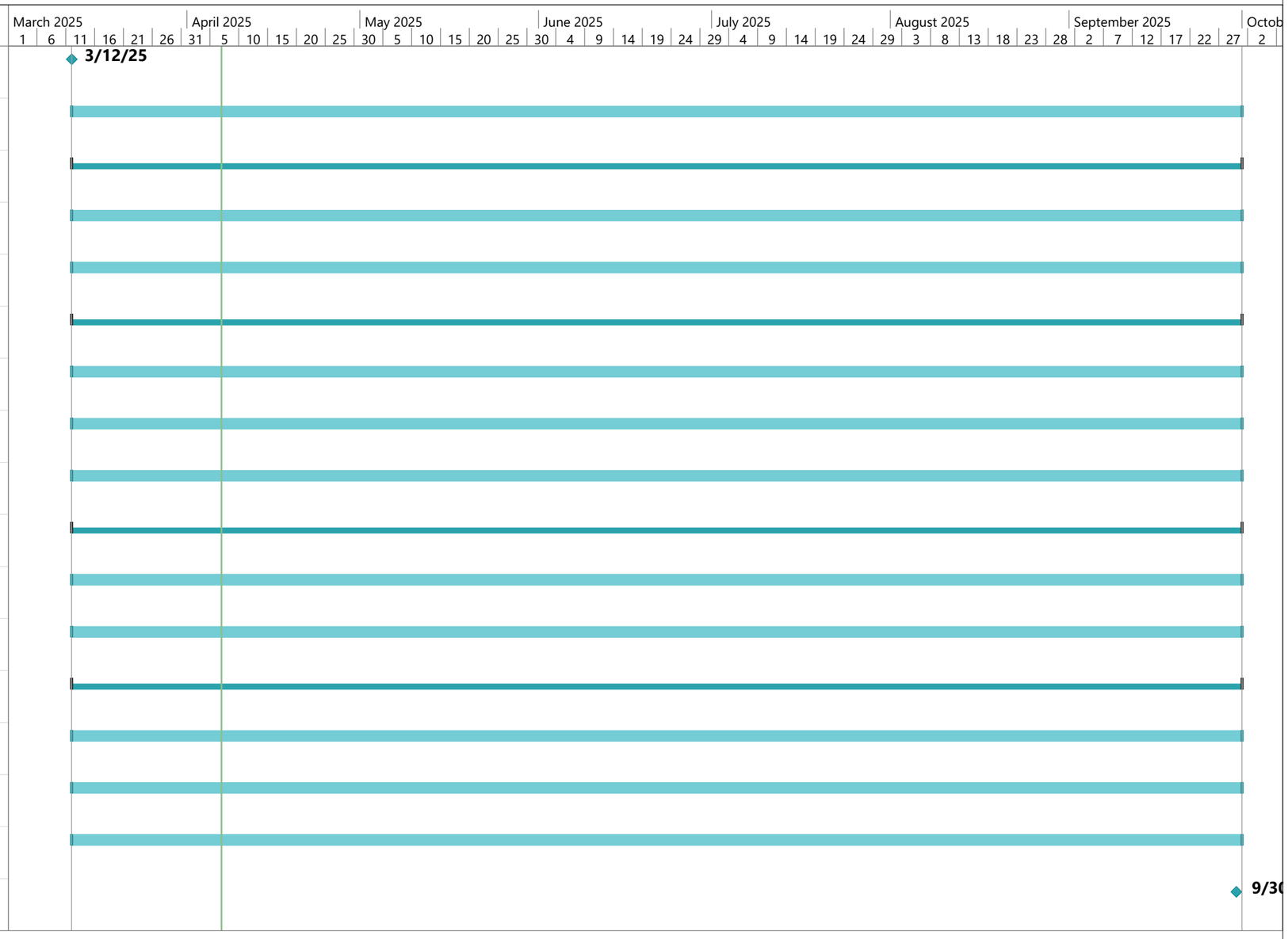
5.3.4. Review Traffic Control Plans. The ***Utility Coordinator*** shall ensure traffic control plans meet with the regulations of the most recent edition of the "Texas Manual on Uniform Traffic Control Devices". The ***Utility Coordinator*** must coordinate approval from the County or its Designated Representative concerning the proposed method of handling traffic prior to allowing commencement of work.

Cobb, Fendley & Associates, Inc.
Utility Coordination & Engineering
Road & Bridge Program

Attachment C
Work Schedule

Work Authorization No. 9
Tracy Chambers Extension

ID	Task Name
1	Notice to Proceed
2	**UTILITY PROGRAM MANAGEMENT**
3	**PROGRAM MANAGEMENT AND COORDINATION**
4	PROJECT QA/QC
5	PROJECT DOCUMENTATION
6	**UTILITY ADJUSTMENT COORDINATION**
7	UTILITY COORDINATION ACTIVITIES & MEETINGS
8	UTILITY AGREEMENT ASSEMBLIES
9	UTILITY TRACKING
10	**SUBSURFACE UTILITY ENGINEERING**
11	QUALITY LEVEL B
12	QUALITY LEVEL A
13	**UTILITY ENGINEERING**
14	UTILITY LAYOUT
15	CONFLICT ASSESSMENT
16	INDIVIDUAL UTILITY MEETINGS
17	Work Authorization Termination



Williamson County
Corridor Program
Utility Coordination & Engineering

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

Cobb, Fendley Associates, Inc.
Utility Coordination Engineering

ATTACHMENT D
FEE SCHEDULE

Work Authorization No. 9
Williamson County Road Bridge
Tracy Chambers Extension

Utility Coordination & Engineering Services

Description of Work Task	Senior Project Manager	Senior Engineer	Project Engineer III	Project Engineer II	Project Engineer I	Senior Utility Specialist	Utility Specialist	Senior Technician	Technician III	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
	$235.00	$195.00	$170.00	$150.00	$125.00	$155.00	$125.00	$145.00	$125.00	$115.00	$95.00	$235.00	$140.00	$170.00	$145.00	$120.00	$170.00	$110.00	$295.00	$315.00	$260.00	$105.00	$80.00		
PROJECT MANAGEMENT AND COORDINATION	1	0	2	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	**9**	$ 1,145.00
UTILITY ADJUSTMENT COORDINATION	1	0	4	0	8	10	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6	**37**	$ 4,945.00
SUBSURFACE UTILITY ENGINEERING (SUE)	0	0	4	0	0	4	0	4	0	0	0	0	0	0	0	8	16	0	0	0	0	0	0	**36**	$ 5,560.00
UTILITY ENGINEERING	0	0	4	0	8	10	8	10	6	0	0	0	0	0	0	0	0	0	0	0	0	0	6	**52**	$ 6,910.00
Total Hours	**2**	**0**	**14**	**0**	**16**	**24**	**18**	**14**	**6**	**0**	**0**	**0**	**0**	**0**	**0**	**8**	**16**	**0**	**0**	**0**	**0**	**0**	**16**	**134**	
Cost	$470	$0	$2,380	$0	$2,000	$3,720	$2,250	$2,030	$750	$0	$0	$0	$0	$0	$0	$960	$2,720	$0	$0	$0	$0	$0	$1,280		**$ 18,560.00**

Other Direct Expenses

			CobbFendley	
Description	**Unit Cost**	**Units**	**Quantity**	**Total**
In-House Reproduction:				
Copies (up to 11"x17")	$ 0.15	each	0	$0.00
Color Prints (up to 11"x17")	$ 1.50	each	0	$0.00
Color Prints (Larger than 11"x17")	$ 3.00	sq. ft.	0	$0.00
Standard Postage	$ 0.50	each	0	$0.00
Express Mail (billed at cost - estimated cost shown)	$ 25.50	each	0	$0.00
Local Deliveries (billed at cost - estimated cost shown)	$ 25.00	each	0	$0.00
Mileage (billed at IRS approved rate - estimated cost shown)	$ 0.585	mile	200	$117.00
Designation & Traffic Control Vehicle	$ 3.50	mile	0	$0.00
Location Vehicle (Vac Truck)	$ 6.50	mile	0	$0.00
Traffic Control (Lane Closures, etc.) (billed at cost - estimated cost shown)	$ 1,500.00	each	0	$0.00
Permits (Local, State, etc.) (billed at cost - estimated cost shown)	$ 350.00	each	0	$0.00
				$117.00

Work Authorization Total | **$ 18,677.00**

Commissioners Court - Regular Session **40.**

Meeting Date: 04/15/2025

Adams Materials and Excavation LLC 24IFB37 CO1 Cross Culverts

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Change Order No 1 to contract number 24IFB37 for Adams Materials and Excavation, LLC a reduction in the amount of $329,886.99 for Cross Culverts Replacements Ph 2 FY 24. Funding Source: 01.0200.0210.003599.

Background

This change order is a balancing change order. All work has been completed. The original contract amount was $1,068,210.00. With the reduction of this change order in the amount of $329,886.99, the final contract amount will be $738,343.01. This change order decreases the original contract by 30.88%.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Adams Materials and Excavation LLC 24IFB37 CO1 Cross Culverts

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/10/2025 11:38 AM
Form Started By: Vicky Edwards		Started On: 04/10/2025 10:24 AM
Final Approval Date: 04/10/2025		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1

Contract Award Date:	5/22/2024
Project Number:	24IFB37
Funding Source:	
Roadway:	Misc Cross Culverts

Contractor: Adams Materials and Excavation LLC — NTP Required: Yes / No

Project Name: Cross Culverts Replacements Phase 2 FY24

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

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

Reasons: 2E,4D (3 Max. - In order of importance - Primary first)

Describe the work being revised:

All contract items are adjusted for final usage due to miscellaneous changes in site conditions and third party accommodations. The proposed work on CR 105 is removed from the contract. This work was taken out because the adjacent property owner revoked their agreement to allow channel regrading on their property. This change order is for project closeout.

Work to be performed in accordance with Items: _____

New or revised plan sheet(s) are attached and numbered: _____

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

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

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

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional charges for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 4/3/2025

By _____

Typed/Printed Name Brett Adams

Typed/Printed Title Sole Manager

The following information must be provided

Time Ext. #: N/A — Days added on this CO: 0

Amount reduced by this change order: ($329,886.99)

Original Contract Amount:	$1,068,210.00
Total Change Orders To-Date:	1
Percent Change in Original Contract:	-30.88%

RECOMMENDED FOR EXECUTION:

Williamson County Construction Staff — Date 4/4/25

Director of Road and Bridge — Date 4/9/25

RECOMMENDED FOR EXECUTION:

Robert B. Daigh — Date 04/10/2025

Department of Infrastructure
Williamson County

APPROVED:

3rd Party Signature — Date

Presiding Officer of the
Williamson County Commissioners Court — Date

WILLIAMSON COUNTY, TEXAS

Change Order 1 *Project #* 24IFB37

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
100 6001	PREPARING ROW	AC	$23,916.67	1.20	$28,700.00	(0.47)	0.73	$17,511.86	($11,188.14)
104 6027	REMOVING CONC (APPR SLAB)	SY	$134.00	101.00	$13,534.00	201.75	302.75	$40,568.50	$27,034.50
110 6002	EXCAVATION (CHANNEL)	CY	$47.00	969.00	$45,543.00	(850.44)	118.56	$5,572.32	($39,970.68)
132 6001	EMBANKMENT (FINAL)(ORD COMP)(TY A)	CY	$190.00	20.00	$3,800.00	(20.00)	0.00	$0.00	($3,800.00)
247 6233	FL BS (CMP IN PLACE)(TY A GR 1-2)(12")	SY	$46.00	393.00	$18,078.00	424.17	817.17	$37,589.82	$19,511.82
340 6106	D - GR HMA(SQ) TY - D PG64-22	TON	$475.00	194.00	$92,150.00	(77.18)	116.82	$55,489.50	($36,660.50)
400 6002	STRUCT EXCAV (BOX)	CY	$184.00	365.00	$67,160.00	0.00	365.00	$67,160.00	$0.00
400 6003	STRUCT EXCAV (PIPE)	CY	$74.00	1,011.00	$74,814.00	(655.00)	356.00	$26,344.00	($48,470.00)
402 6001	TRENCH EXCAVATION PROTECTION	LF	$86.00	76.00	$6,536.00	(37.00)	39.00	$3,354.00	($3,182.00)
422 6001	REINF CONC SLAB	SF	$16.00	857.00	$13,712.00	12.50	869.50	$13,912.00	$200.00
432 6003	RIPRAP (CONC)(6 IN)	CY	$984.00	37.00	$36,408.00	(16.35)	20.65	$20,319.60	($16,088.40)
432 6027	RIPRAP (STONE COMMON)(DRY)(24 IN)	CY	$173.00	93.00	$16,089.00	(62.33)	30.67	$5,305.91	($10,783.09)
460 6011	CMP AR (GAL STL DES 4)	LF	$77.00	295.00	$22,715.00	0.00	295.00	$22,715.00	$0.00
460 6024	CMP AR (GAL STL DES 7)	LF	$172.00	96.00	$16,512.00	0.00	96.00	$16,512.00	$0.00
462 6021	CONC BOX CULV (8 FT X 6 FT)	LF	$799.00	104.00	$83,096.00	0.00	104.00	$83,096.00	$0.00
462 6031	CONC BOX CULV (10 FT X 7 FT)	LF	$934.00	90.00	$84,060.00	(90.00)	0.00	$0.00	($84,060.00)
466 6114	HEADWALL (CH - PW - A - 0) (DES= 7)	EA	$21,000.00	2.00	$42,000.00	0.00	2.00	$42,000.00	$0.00
466 6182	WINGWALL (PW-1) (HW=7FT)	EA	$51,000.00	2.00	$102,000.00	0.00	2.00	$102,000.00	$0.00
466 6183	WINGWALL (PW-1) (HW=8FT)	EA	$42,000.00	1.00	$42,000.00	(1.00)	0.00	$0.00	($42,000.00)
466 6184	WINGWALL (PW-1) (HW=9FT)	EA	$42,000.00	1.00	$42,000.00	(1.00)	0.00	$0.00	($42,000.00)
467 6550	SET (TY II) (DES 4) (CMP) (6:1) (C)	EA	$3,313.00	16.00	$53,008.00	0.00	16.00	$53,008.00	$0.00
496 6006	REMOV STR (HEADWALL)	EA	$1,667.00	6.00	$10,002.00	0.00	6.00	$10,002.00	$0.00
496 6007	REMOV STR (PIPE)	LF	$106.00	266.00	$28,196.00	(84.00)	182.00	$19,292.00	($8,904.00)
500 6001	MOBILIZATION	LS	$53,445.00	1.00	$53,445.00	(0.10)	0.90	$48,100.50	($5,344.50)
502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	$13,000.00	4.00	$52,000.00	(1.00)	3.00	$39,000.00	($13,000.00)
506 6002	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	$23.00	212.00	$4,876.00	(79.00)	133.00	$3,059.00	($1,817.00)
506 6011	ROCK FILTER DAMS (REMOVE)	LF	$18.00	212.00	$3,816.00	(79.00)	133.00	$2,394.00	($1,422.00)
506 6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	$6.00	460.00	$2,760.00	(93.00)	367.00	$2,202.00	($558.00)
506 6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	$5.00	460.00	$2,300.00	(93.00)	367.00	$1,835.00	($465.00)
552 6010	WIRE FENCE (WATER GAP) (SPECIAL)	LF	$230.00	30.00	$6,900.00	(30.00)	0.00	$0.00	($6,900.00)
Approved Change Order									
					$1,068,210.00			$738,343.01	($329,866.99)

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Commissioners Court - Regular Session **41.**

Meeting Date: 04/15/2025

Asphalt Inc. 24IFB63 CO2 Patriot Way Milling & Overlay

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Change Order No 2 to contract number 24IFB63 for Asphalt, Inc. a reduction to the contract in the amount of $138,122.66 for Patriot Way Milling and Overlay. Funding Source: 01.0200.0210.003599.

Background

This change order is a balancing change order. All work has been completed. The original contract amount was $631,662.22. With the addition of change order No 1 in the amount of $5,450.00, and with the reduction of this change order No 2 the final contract amount will be $493,539.56. The overall contract amount is reduced by $138,122.66. This change order decreases the original contract by 21.87%.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Asphalt Inc. 24IFB63 CO2 Patriot Way Milling & Overlay

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/10/2025 12:00 PM
Form Started By: Vicky Edwards		Started On: 04/10/2025 10:25 AM
Final Approval Date: 04/10/2025		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 2

Contract Award Date:	8/14/2024
Project Number:	24IFB63
Funding Source:	
Roadway:	Patriot Way

Contractor: Asphalt Inc. NTP Required: ☐ Yes ☑ No

Project Name: Patriot Way Milling and Overlay

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

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

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

Describe the work being revised:

Miscellaneous Changes In Site Conditions

Work to be performed in accordance with Items: _____

New or revised plan sheet(s) are attached and numbered: _____

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

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

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

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional charges for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 1/16/25

By _____

Typed/Printed Name Jon Wickes

Typed/Printed Title Project Manager

The following information must be provided

Time Ext. #: N/A Days added on this CO: 0

Amount reduced by this change order: ($138,122.66)

Original Contract Amount: $631,662.22

Total Change Orders To-Date: 1

Percent Change in Original Contract: -21.87%

RECOMMENDED FOR EXECUTION:

_____ 4/8/25
Williamson County Construction Staff Date

_____ 4/9/25
Director of Road and Bridge Date

RECOMMENDED FOR EXECUTION:

Robert B. Daigh 04/10/2025
Department of Infrastructure Date
Williamson County

APPROVED:

_____
3rd Party Signature Date

_____
Presiding Officer of the Date
Williamson County Commissioners Court

WILLIAMSON COUNTY, TEXAS

Change Order 2 *Project #* *24IFB63*

TABLE B: Contract Items

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)		NEW		
	ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
1	160 6003	FURNISHING AND PLACING TOPSOIL (4")	SY	$12.00	446.00	$5,352.00	(75.67)	370.33	$4,443.96	($908.04)
2	164 6033	DRILL SEEDING (PERM)(RURAL)(SANDY)	SY	$6.25	446.00	$2,787.50	(75.67)	370.33	$2,314.56	($472.94)
3	166 6001	FERTILIZER	AC	$650.00	1.00	$650.00	(0.92)	0.08	$52.00	($598.00)
4	168 6001	VEGATATIVE WATERING	MG	$150.00	56.00	$8,400.00	(41.00)	15.00	$2,250.00	($6,150.00)
5	316 6175	AGGR (TY-B GR-4 SAC-B)	CY	$200.00	252.00	$50,400.00	(16.00)	236.00	$47,200.00	($3,200.00)
6	316 6466	ASPH (CHFRS-2P OR CRS-2P)	GAL	$3.25	10,122.00	$32,896.50	(327.00)	9,795.00	$31,833.75	($1,062.75)
7	340 6011	D-GR HMA (SQ) TY-B PG64-22	TON	$114.50	637.00	$72,936.50	(637.00)	0.00	$0.00	($72,936.50)
8	340 6122	D-GR HMA TY-D PG70-22	TON	$118.00	3,182.00	$375,476.00	(414.07)	2,767.93	$326,615.74	($48,860.26)
9	354 6021	PLANE ASPH CONC PAV (0" TO 2")	SY	$1.60	11,248.00	$17,996.80	(3,351.44)	7,896.56	$12,634.50	($5,362.30)
10	354 6042	PLANE ASPH CONC PAV (8")	SY	$3.80	1,446.00	$5,494.80	(1,446.00)	0.00	$0.00	($5,494.80)
11	500 6001	MOBILIZATION	LS	$10,350.00	1.00	$10,350.00	0.00	1.00	$10,350.00	$0.00
12	502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	$16,000.00	1.00	$16,000.00	0.00	1.00	$16,000.00	$0.00
13	662 6111	WK ZN PAV MARK SHT TERM (TAB) TY Y-2	EA	$1.35	795.00	$1,073.25	213.00	1,008.00	$1,360.80	$287.55
14	662 6109	WK ZN PAV MARK SHT TERM (TAB) TY W	EA	$1.35	20.00	$27.00	(2.00)	18.00	$24.30	($2.70)
15	666 6047	REFL PAV MRK TY I (W)24" (SLD)(090MIL)	LF	$15.00	24.00	$360.00	0.00	24.00	$360.00	$0.00
16	666 6170	REFL PAV MRK TY II (W)4" (SLD)	LF	$0.22	11,011.00	$2,422.42	684.00	11,695.00	$2,572.90	$150.48
17	666 6182	REFL PAV MRK TY II (W)24" (SLD)	LF	$3.00	24.00	$72.00	0.00	24.00	$72.00	$0.00
18	666 6302	RE PM W/RET REQ TY I (W) 4" (SLD)(090MIL)	LF	$0.85	11,011.00	$9,359.35	684.00	11,695.00	$9,940.75	$581.40
19	666 6291	RE PROF PAV MRK TY I (Y) 4" (BRK)(090MIL)	LF	$0.50	2,612.00	$1,306.00	(12.00)	2,600.00	$1,300.00	($6.00)
20	666 6167	REFL PAV MRK TY II (Y) 4" (BRK)	LF	$0.28	2,612.00	$731.36	(12.00)	2,600.00	$728.00	($3.36)
21	666 6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	$0.22	10,922.00	$2,402.84	368.00	11,290.00	$2,483.80	$80.96
22	666 6314	RE PM W/RET REQ TY I (Y) 4" (SLD)(090MIL)	LF	$0.95	10,922.00	$10,375.90	368.00	11,290.00	$10,725.50	$349.60
23	666 6056	REFL PAV MRK TY I (W) (ARROW)(090MIL)	EA	$300.00	4.00	$1,200.00	0.00	4.00	$1,200.00	$0.00
24	666 6184	REFL PAV MRK TY II (W) (ARROW)	EA	$25.00	4.00	$100.00	0.00	4.00	$100.00	$0.00
25	666 6077	REFL PAV MRK TY I (W) (WORD)(090MIL)	EA	$325.00	4.00	$1,300.00	0.00	4.00	$1,300.00	$0.00
26	666 6192	REFL PAV MRK TY II (W) (WORD)	EA	$30.00	4.00	$120.00	0.00	4.00	$120.00	$0.00
27	672 6009	REFL PAV MRKR TY II-A-A (AT 40')	EA	$7.00	296.00	$2,072.00	5.00	301.00	$2,107.00	$35.00
		Approved Change Order 1								
	479 7001	ADJUSTING MANHOLES	EA	$545.00	0.00	$0.00	10.00	10.00	$5,450.00	$5,450.00
						$631,662.22		0.00	$493,539.56	($138,122.66)

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Commissioners Court - Regular Session **42.**

Meeting Date: 04/15/2025

Red Bud Lane - Inland - WA05 Supp02

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on Red Bud Lane Supplement No. 2 to Work Authorization No. 5 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 2023 Road Bond Program. Project: P588 Fund Source: TANS

Background

The Austin Surveying Company, LLC dba Inland Geodetics Supplemental No. 2 to Work Authorization No. 5 adds additional Field Surveying services and extends the termination date to 9/30/2025.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

RedBudLn-Inland-WA05Supp02

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/10/2025 08:53 AM
Form Started By: Marie Walters		Started On: 03/27/2025 10:59 AM
Final Approval Date: 04/10/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. 02
TO
WORK AUTHORIZATION NO. 05

WILLIAMSON COUNTY ROAD BOND PROJECT:
RED BUD LANE

This Supplemental Work Authorization No. 02 to Work Authorization No. 05 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. 05 dated effective June 11, 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 add additional Field Surveying services and performance to update and extend existing design and topo survey limits. 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 updated 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, 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 Riveraa Printed Name	_____ Printed Name
President Title	_____ Title
2/28/2025 Date	_____ Date

LIST OF ATTACHMENTS

Attachment B – Services to be Provided by Surveyor

Attachment C – Work Schedule

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

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE SURVEYOR FOR RED BUD LANE

PROJECT AMENDMENT

PROJECT SCOPE

This amendment hereby adds additional Field Surveying services and performance to update and extend existing design and topo survey limits. Surveyor's Scope of Services is limited to those items outlined below.

1. FIELD SURVEYING:

    - Surveyor will update the existing design survey and topo for the proposed project limits:

        - Survey three (3) intersecting road rights-of-way (Homestead Drive, Winding Way and Silk Tree Lane) 100 feet outside of the survey corridor area or 50 feet outside the existing riprap. Information collected will typically include as follows: visible improvements and utilities, including drainage structures (size, material, flowline elevations), edge of payment/shoulder, physical centerline, roadway striping, guardrail, fences, signs, mailboxes, top and bottom of drainage ditches, sidewalk, hardwood trees 12-inch diameter and greater, and manholes (pipe size, material, flowline elevations).

        - Survey hydraulic cross sections of three (3) drainage channels crossing the roadway (at 50-foot cross section interval).

        - Survey hydraulic cross sections of one (1) drainage channel extended from the previous 320' offset, to an additional 225' offset, lying in between Homestead Drive and Santolina Lane, abutting the rear fence lines of properties identified as WCAD R# 439730 (Kornilov), R# 415528 (Rychlik-Adams), and R# 439731 (Parton/Alvarado).

DELIVERABLES:

- DTM of Proposed Corridor
- Additional Survey Control Sheets

INLAND GEODETICS
Land Surveyors

ATTACHMENT C - WORK SCHEDULE

Inland Geodetics																			
Start Date	Week 1	Week 2	Week 8	Week 9	Week 27	Week 30	Week 33	Week 35	Week 36	Week 39	Week 42	Week 45	Week 48	Week 51	Week 54	Week 57	Week 60	Week 63
NOTE*	7/1/2024	7/8/2024	8/19/2024	8/26/2024	12/30/2024	1/20/2025	2/10/2025	2/24/2025	3/3/2025	3/24/2025	4/14/2025	5/5/2025	5/26/2025	6/16/2025	7/7/2025	7/28/2025	8/18/2025	9/8/2025
1. Project Management																		
a. Communication																		
b. Monthly Progress Reports, Invoices Billings																		
c. QAQC Plan (within 10 day of NTP)																		
d. Project Coordination & Administration																		
e. Progress/Coordination Meetings																		
f. Project Schedule																		
g. Project Documents/Files																		
h. Deliverables																		
2. SURVEYING																		
a. ROEs (up to 45 letters)																		
b. FIELD SURVEYING																		
Locate and Reconcile Control Points																		
Establish Horz & Vert Control																		
Set CP Pairs																		
Set TBMs																		
Levels																		
Prepare Control Sheets																		
Survey Corridor Area																		
Topo 50' interval (3000'x100', ROW TO ROW)																		
Drainage Structures																		
Improvements, utilities, trees 12"<, etc.																		
Property Bndy, re-establish ROW																		
Bndy Research																		
Draft Schematic																		
Initial Bndy Search																		
Bndy Analysis																		
Draft Survey																		
QA/QC																		
Hydraulic X-Sections (320' @ 50' x-sec)																		
Intersecting Roads (100' from Intersection)																		
c. DELIVERABLES																		
ROE Letters, Executed ROE Docs																		
Mapping in 2D & 3D Microstation Files																		
PDFs of Surveyors Notebook																		
DTM of Proposed Corridor																		
Survey Control Sheets																		
SWA1 TO WA5																		
PROJECT MANAGEMENT																		
a. Monthly Progress Reports, Invoices Billings																		
SURVEYING																		
a. ROE (IF NEEDED)																		
b. Field Surveying																		
i. PARCEL ACQUISITION DOCUMENTS																		
ii. CREATE ROW MAP (ROLL PLOT)																		
ii. QA/QC																		
DELIVERABLES																		
SWA2 TO WA5																		
SURVEYING																		
a. Field Surveying																		
TOPO 3 Intersecting Rd ROW (Hmstd, Winding, & Silk Tree)																		
Survey hydraulic cross sections of 3 drainage channels																		
Survey hydraulic cross sections of 1 drainage channel extended limits																		
DELIVERABLES																		
DTM of Proposed Corridor																		
Survey Control Sheets																		
*Weather and right of entry dependent. Gaining ROE from all landowners in a timely manner will be critical in meeting deadlines for this project.																		

Commissioners Court - Regular Session **43.**

Meeting Date: 04/15/2025

Bagdad Road (CR 279) North - 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 Bagdad Road (CR 279) North Supplement No. 3 to Work Authorization No. 7 to the On-Call Surveying contract executed May 19, 2020, between Williamson County and Austin Surveying Company, LLC dba Inland Geodetics relating to the 2019 Road Bond Program. Project: P343 Fund Source: Road Bonds

Background

The Austin Surveying Company, LLC dba Inland Geodetics Supplemental No. 3 to Work Authorization No. 7 extends the termination date to July 31, 2025 to allow for additional staking of the proposed right-of-way for the corridor for an additional parcel.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bagdad Road (CR 279) North - SWA #3 to WA #7

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/10/2025 08:55 AM
Form Started By: Marie Walters		Started On: 03/27/2025 11:31 AM
Final Approval Date: 04/10/2025		

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

WILLIAMSON COUNTY ROAD BOND PROJECT:
On-Call Survey Services
Bagdad Road (CR 279) North

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 19, 2020 ("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 14, 2023 (the "Work Authorization");

WHEREAS, the County and the Surveyor executed Supplemental Work Authorization No. 01 dated effective May 29, 2024 (the "Supplemental Work Authorization");

WHEREAS, the County and the Surveyor executed Supplemental Work Authorization No. 02 dated effective November 13, 2024 (the "Supplemental 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 add an additional task of staking the proposed ROW for the corridor. 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 **July 31, 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 updated 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, 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
Frank Rivera Printed Name	_____ Printed Name
President Title	_____ Title
3/14/2025 Date	_____ Date

LIST OF ATTACHMENTS

Attachment B – Services to be Provided by Surveyor

Attachment C – Work Schedule

APPROVED
By Christen Eschberger at 12:22 pm, Mar 23, 2025

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE SURVEYOR FOR
Bagdad Road (CR 279) North

PROJECT AMENDMENT

PROJECT SCOPE

This amendment hereby modifies the Surveying Services with an additional task assigned to prepare an additional parcel document with associated plat and set monumentation. Surveyor's Scope of Services is limited to those items outlined below.

a. SURVEYING SERVICES:

- PARCEL ACQUISITION DOCUMENTS (up to **1** additional parcel document assumed; **no** additional parcel staking assumed)

    - Surveyor shall prepare preliminary parcel description with associated parcel plat for ROW parcel acquisition of the remainder of the original Parcel #25 (WCAD R# 024005), Boyd F. Henry, to be described as **Parcel 25R**. Improvements are not to be surveyed.

    - Set appropriate monumentation in accordance with County requirements. Prepare signed and sealed documents for the ROW parcel acquisition.

ASSUMPTIONS:

1. The Surveyor shall notify the County prior to performing the work if:

    a. Sufficient ROW monumentation or project control cannot be found to re-establish the proposed alignments and associated ROW lines along the project corridor.

    b. Traffic Control cannot be managed by the Surveyor's personnel.

    c. The work is delayed due to weather or other circumstances beyond the Surveyor's direct control.

    d. Coordination with County personnel or landowner(s) that limit access to the associated property(ies) or the availability of records for the survey.

2. Surveyor has performed sufficient filed work to attempt recovery of the critical property corners for roadway and easement construction.

ATTACHMENT C

WA 7-SWA3

ON CALL SURVEYING SERVICES SCHEDULE

Original N.T.P.	07/14/2023
Deliver Preliminary Description	4/25/2025
Set Monumentation	5/2/2025
Finalized Documents	5/9/2025
As Directed Additional Request	7/31/2025

Commissioners Court - Regular Session **44.**

Meeting Date: 04/15/2025

LHB,Seg 1 - SWCA - WA#08

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on Liberty Hill Bypass West (Segment 1) Work Authorization No. 8 to the Road Bond On-Call Environmental Services contract executed on May 9, 2024, between Williamson County and SWCA Environmental Consultants relating to the 2023 Road Bond Program. Project: P662 Fund Source: Road Bonds

Background

The SWCA Environmental Consultants Work Authorization No. 8 is for a Threatened and Endangered Species Habitat Assessment in the amount of $31,559.00 and sets the termination date to 7/31/2026. This WA amount stays under the contract cap.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

LHB,Seg 1 - SWCA - WA#08

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/10/2025 08:57 AM
Form Started By: Marie Walters		Started On: 04/01/2025 10:23 AM
Final Approval Date: 04/10/2025		

WORK AUTHORIZATION

WORK AUTHORIZATION NO. 8
PROJECT: Liberty Hill Bypass West (Segment 1) – Environmental Services

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Environmental Services, being dated May 9, 2024, and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and SWCA Environmental Consultants (the "Firm").

Part 1. The Firm will provide the following Environmental 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 $31,559.00.

Part 3. Payment to the Firm for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective March 15, 2025 and shall terminate on July 31, 2026. The Firm's 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. Firm 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 Firm 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 Firm.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

Continued next page

EXECUTED this _____.

FIRM:	COUNTY:
SWCA Environmental Consultants	Williamson County, Texas
By:_____	By:_____
Signature	Signature
Matthew McMillan	_____
Printed Name	Printed Name
Natural Resources Director – Austin	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A – Services to be Provided by the County

Attachment B – Services to be Provided by the Firm

Attachment C – Work Schedule

Attachment D – Fee Schedule

APPROVED
By Christen Eschberger at 5:25 pm, Mar 27, 2025

ATTACHMENT A
SERVICES TO BE PROVIDED BY THE COUNTY
FOR THE LIBERTY HILL BYPASS WEST (SEGMENT 1) PROJECT

WORK AUTHORIZATION NO. 8
PROJECT: Liberty Hill Bypass West (Segment 1) –
Environmental Services

In general, Williamson County and its representatives to their best efforts will render services as follows:

1. Provide the name, business address, and phone number of County's project manager.

2. Assist the Firm, as necessary, with obtaining data and information from other local, regional, State and Federal agencies required for this project.

3. Obtain Rights of Entry from landowners that are unwilling to grant access to the Firm.

4. Provide available appropriate County data on file such as plans and specifications that are deemed pertinent to the completion of the work required by the scope of services (including previous hydraulic studies, models, previous reports and studies, available existing traffic counts, and design year traffic projections).

5. Provide available criteria and full information as to the client's requirements for the project. Provide examples of acceptable format for the required deliverables.

6. Provide timely reviews and decisions necessary for the Firm to maintain the project work schedule. Review recommendations offered by the Firm, progress of work, and final acceptance of all documents.

7. Submittal of documentation to regulatory agencies for review and comment, when specified.

8. Support project development efforts with stakeholders, coordinate meetings, and interface with stakeholders, as needed.

9. Post and maintain project information for public consumption on the County website.

10. Assist with Coordination between the Firm and the County's other subconsultants.

11. Negotiate with all utility companies for any agreements and/or relocations required.

12. Provide an agent as necessary to secure proposed right-of-way.

13. Provide construction observation and review contractor pay applications and progress.

14. Provide Firm with Contractor submittals, Requests for Information (RFIs), shop drawings, and correspondence.

15. Review Firm progress, submittals, and plan changes.

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE FIRM
FOR THE LIBERTY HILL BYPASS WEST (SEGMENT 1) PROJECT

WORK AUTHORIZATION NO. 8
PROJECT: Liberty Hill Bypass West (Segment 1) –
Environmental Services

The County proposes the Liberty Hill Bypass West (Segment 1) project, which is a new location roadway from State Highway 29 (west of Liberty Hill High School) south to Ranch-to-Market Road 1869 (project). The proposed project will start with two lanes and is the addition of a two-lane road with 12-foot-wide lanes, 10-foot-wide shoulders, turn lanes, and intersection improvements that will serve as a future eastbound frontage road constructed adjacent to the existing roadway. The ultimate project footprint is generally 330 – 360 feet wide, approximately 3.2 miles long, and covers 124.0 acres. Additionally, the County has requested surveys within a County-owned parcel, in addition to the project area. The project footprint with a surrounding 250-foot buffer and also within the County-owned parcel is defined as the project area. Figure 1 depicts the project area.

The project area is within the general breeding range of the federally listed endangered golden-cheeked warbler (*Setophaga chrysoparia*). The project area is also within an area that may host the tricolored bat (*Perimyotis subflavus*) and monarch butterfly (*Danaus plexippus*), both of which are proposed for federal protection under the Endangered Species Act.

Environmental services will be provided upon the request of the County as needed for the project, including:

- Threatened and Endangered (T&E) Species Habitat Assessment and Impacts Analysis
- Golden-cheeked Warbler Presence/Absence Survey

To perform these environmental services, the Firm will access those parcels within the project area where right-of-entry has been obtained, which will be coordinated by the County. The Firm anticipates that environmental services will be completed over five separate visits, with consecutive visits spaced at least 5 days apart.

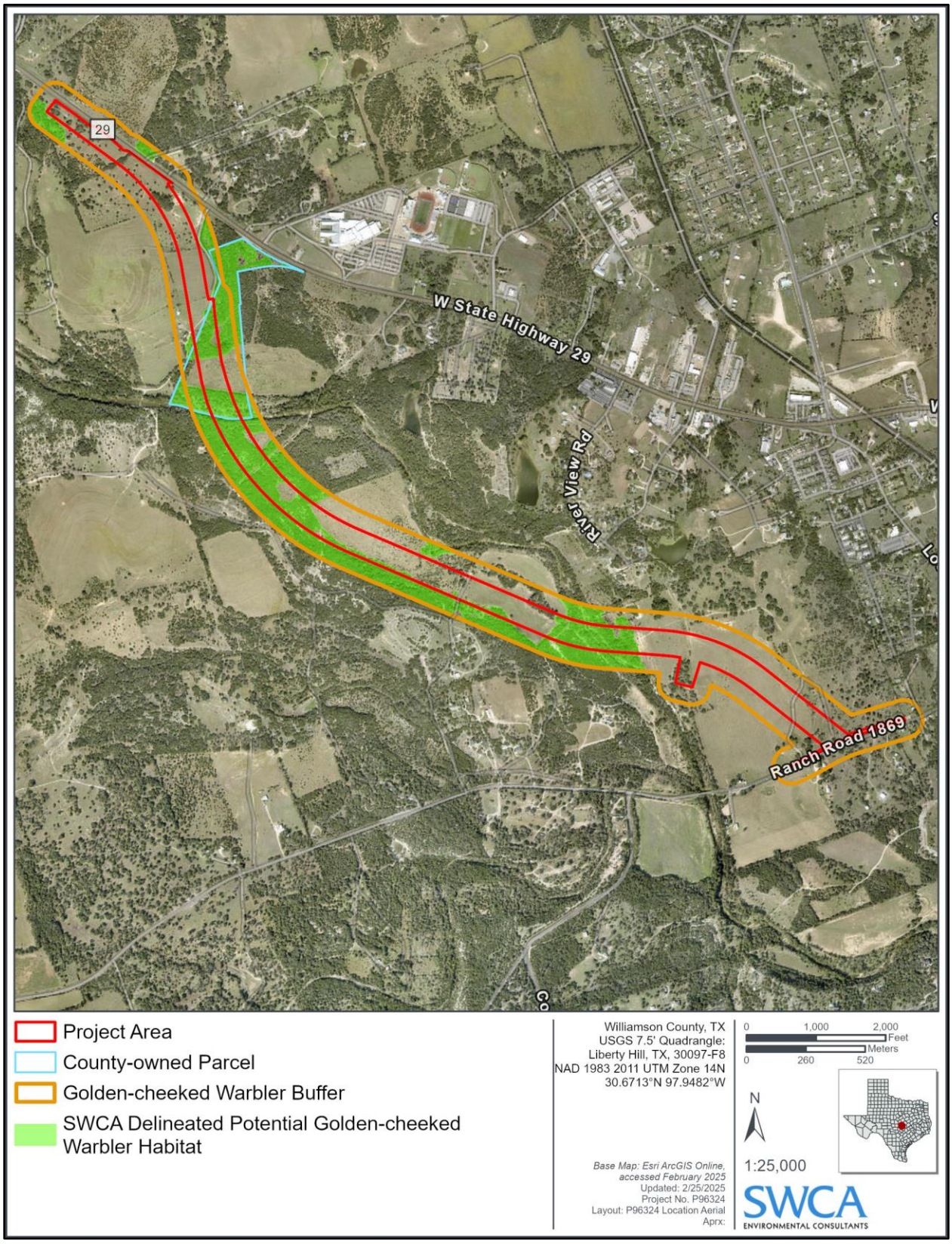


Figure 1. Project location map.

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE FIRM
FOR THE LIBERTY HILL BYPASS WEST (SEGMENT 1) PROJECT

Phase 01: Project Management

For Phase 01, the Firm is using modified scope language from the County's typical work authorization describing project management.

1. COMMUNICATION:
    a. Firm shall designate one environmental consultant (Texas) to be responsible for the project management and all communications with the County and its representatives.

2. MONTHLY PROGRESS REPORTS, INVOICES, & BILLINGS (**17** months assumed):
    a. Submit monthly progress status reports to the County. Progress reports will include tasks completed, tasks/objectives that are planned for the upcoming periods, and lists or descriptions of items or decisions needed from the County and its representatives.

    b. Prepare correspondence, invoices, and progress reports on a monthly basis in accordance with current County requirements.

3. PROJECT COORDINATION & ADMINISTRATION:
    a. Prepare and maintain routine project record keeping, including records of meetings and minutes.

    b. Correspondence and coordination will be handled through and with the concurrence of the County.

    c. Manage project activities (including documenting emails, phone and conference calls, maintain project files for the length of the project, meeting agendas, meeting minutes, and schedule meetings), direct Firm's team/staff, correspond with the County and its representatives, and assist the County and its representatives in preparing responses to project-related inquiries.

4. PROGRESS/COORDINATION MEETINGS (**4** virtual meetings assumed):
    a. Attend a kickoff meeting and coordination/progress meeting with the County and its representatives and stakeholders, as necessary, to communicate development of the project and design issues.

    b. Conduct internal coordination meetings as required to advance the development of the project.

5. PROJECT DOCUMENTS/FILES:
    a. All contract documents, including native files, shall be turned over to the County at each milestone and at the completion of the project or as requested. Documents shall be posted to the County's project management database.

6. DELIVERABLES:
    a. Monthly Invoices and Progress Reports including Deliverable Table
    b. Meeting Minutes, Sign-In Sheets, and Agendas
    c. Project Schedule and Updates
    d. Project Files

Phase 02: Threatened and Endangered Species Habitat Assessment

The Firm will perform a field investigation of land features and vegetation communities within the project area as allowed by landowner access to evaluate the potential for golden-cheeked warbler habitat to occur within the project area. The investigation will also address the status of potential habitat for the tricolored bat and monarch butterfly within the project area. Based on an initial desktop review, the Firm anticipates that portions of the project area contain closed canopy woodland that may offer suitable habitat for the endangered golden-cheeked warbler. Additionally, the Firm anticipates that the field investigation results will support the preparation of a Regional Habitat Conservation Plan application for incidental take coverage of the golden-cheeked warbler, should it be needed.

As such, the Firm will utilize a biologist familiar with golden-cheeked warbler habitat preferences to perform a field investigation of closed canopy woodland in the project area to determine potential for use by the species. The field investigation will also include a search for potential habitat for tricolored bat and monarch butterfly, each of which may receive federal protection under the Endangered Species Act in the near future. The Firm anticipates this field investigation will occur in a single day and be conducted from within the limits of the project footprint as allowed by landowner access.

Additionally, the Firm understands that Cambrian Environmental (Cambrian) will perform its own field investigation focusing on potential *Eurycea* salamander and karst invertebrate habitat within the project area. The Firm anticipates adding the Cambrian deliverable as an appendix to the Firm's report as a reference.

Deliverables

The Firm will prepare a draft and final *Threatened and Endangered Species Habitat Assessment and Impacts Analysis Report*, which will include a map depicting the distribution of any potentially suitable habitat for federally listed species or species that may become listed in the near future within the project area. Within 4 weeks of the field investigation, the Firm will provide the County with a draft report in electronic format (PDF) for review and comment. The Firm will respond to

one round of comments and will provide the County with a final version of the report in electronic format within 2 weeks of receiving comments.

Phase 03: Golden-cheeked Warbler Presence/Absence Surveys

The Firm will survey up to approximately 59.7 non-contiguous acres of potential golden-cheeked warbler habitat in the project area that was identified through initial desktop review as having potential to be adversely impacted by the proposed project or that is on the County-owned parcel. Actual acreage covered by the survey may decrease pending the results of the Phase 02 habitat assessment, but it is not likely to increase. The U.S. Fish and Wildlife Service (USFWS) survey protocols for the golden-cheeked warbler call for surveys to be conducted starting no earlier than 30 minutes before sunrise, to end within 7 hours after sunrise, to be completed during the species' breeding season (March 15 – June 1), and to be conducted with a level of effort of 20 hours of survey time per 100 acres of surveyed area. The protocols further require the total survey time to be divided between five survey visits, with a minimum of 1 hour of survey time per visit per survey area.

The potential golden-cheeked warbler habitat identified for survey through desktop review occurs in several individual patches that can be combined into three discrete survey areas, one of which is less than 1 acre in size, one of which is approximately 19 acres in size, and one that will need to cover approximately 50 acres to allow the discrete patches of potential habitat to be combined into one approximately 1.3-mile-long survey area. To fully adhere to USFWS protocols, it will be necessary to spend a minimum of 1 hour of survey time per visit to each of the two smaller survey areas and 2 hours of survey time per visit to the larger survey area to complete the survey. Each visit will be performed by one biologist, with all survey areas visited on the same day, with no more than one visit every 5 days, and with at least three of the visits completed prior to May 15, as stipulated by USFWS protocols. This level of effort would provide a characterization of the number and distribution of golden-cheeked warblers in the surveyed areas. The Firm expects its biologists will be required to stay within the boundaries of the project footprint and County-owned parcel during each survey visit, unless as otherwise allowed by individual landowners. The locations of any golden-cheeked warblers detected in the survey area would be recorded with a GPS device. For warblers detected outside of but within 250 feet of the project footprint, the biologist will record his/her position with the GPS device and the estimated distance and bearing to the bird from that point.

As a condition of the Firm's USFWS Permit (TE800611-4), which authorizes the Firm to conduct presence/absence surveys for golden-cheeked warblers and other federally listed species, the survey results will be submitted to the USFWS. Approval of this proposal is indicative of the County's acknowledgement of this requirement.

Deliverable

A digital draft report in Microsoft Word and PDF formats will be submitted for review and approval within 6 weeks upon completion of the final survey visit. The Firm will respond to one round of review from the County on the draft report and provide a final digital report within 2 weeks of receiving comments.

Assumptions

- The estimated cost is based upon complete and open access to the project footprint and County-owned parcel. All land acquisition or right-of-entry to the project footprint will be obtained by the County prior to the commencement of field investigations described within this Work Authorization.
- Factors beyond the Firm's control, such as access restrictions, inclement weather, or unsafe project conditions that result in delays to the project schedule or require additional mobilizations, may require a Supplemental Work Authorization.

Phase 02 – Threatened and Endangered Species Habitat Assessment

- The estimated cost does not include presence/absence surveys for any species, which would require a Supplemental Work Authorization.

Phase 03 – Golden-cheeked Warbler Presence/Absence Surveys

- Field surveys will be completed by a single biologist per visit, with that biologist permitted by the USFWS to conduct such surveys.
- The Firm will survey the project area five times from March 15 to June 1, 2025.
- Project enrollment within the Williamson County Regional Habitat Conservation Plan for incidental take coverage could be prudent, pending the results of this effort.

ATTACHMENT C
WORK SCHEDULE
FOR THE LIBERTY HILL BYPASS WEST (SEGMENT 1) PROJECT

WORK AUTHORIZATION NO. 8
PROJECT: Liberty Hill Bypass West (Segment 1) Project –
Environmental Services

The Firm is prepared to begin work immediately upon receiving a Notice-to-Proceed (NTP) for the work schedule provided for assigned tasks as given. The Firm will perform the field survey within 3 weeks of NTP and will submit the first draft of the report to the County within 6 weeks of field survey completion. All work is expected to be completed and finalized by July 31, 2026.

ATTACHMENT D
FEE SCHEDULE
FOR THE LIBERTY HILL BYPASS WEST (SEGMENT 1) PROJECT

WORK AUTHORIZATION NO. 8
PROJECT: Liberty Hill Bypass West (Segment 1) –
Environmental Services

The Firm's Standard Rate Schedule is attached to the next page.

Table 1. Anticipated Fee Details

Project Role	Per Unit Rate	Number of Units	Value
Labor			
Specialist I	$77.00	0	$0.00
Specialist II	$91.00	0	$0.00
Specialist III	$104.00	50	$5,200.00
Specialist IV	$114.00	0	$0.00
Specialist V	$123.00	67	$8,241.00
Specialist VI	$137.00	20	$2,740.00
Specialist VIII	$147.00	0	$0.00
Specialist VIII	$158.00	2	$316.00
Specialist IX	$169.00	53	$8,957.00
Specialist X	$189.00	23	$4,347.00
Specialist XI	$207.00	0	$0.00
Specialist XII	$226.00	0	$0.00
Subject Matter Expert I	$230.00	4	$920.00
Labor Subtotal		219	***$30,721.00***
Direct Costs			
Mileage	$0.700	840	$588.00
Supplies	$10.000	1	$10.00
GIS-Grade GPS	$40.00	6	$240.00
Direct Costs Subtotal			***$838.00***
GRAND TOTAL			**$31,559.00**

Meeting Date: 04/15/2025

Ronald Reagan Blvd, Seg C1 -SWCA - SWA#01 to WA#02

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on Ronald Reagan Boulevard, Segment C1 Supplement No. 1 to Work Authorization No. 2 to the On-Call Environmental Services contract executed on May 9, 2024, between Williamson County and SWCA Environmental Consultants relating to the 2023 Road Bond Program. Project: P671 Fund Source: Road Bonds

Background

The SWCA Environmental Consultants Supplemental No. 1 to Work Authorization No. 2 is for a Golden-cheeked Warbler Survey in the amount of $16,044.50 increasing the maximum payable from $14,843.65 to $30,888.15 and extends the termination date to 12/31/2025. This SWA increase stays under the contract cap.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

RonaldReaganBlvd,SegC1 - SWCA-SWA01-WA2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/10/2025 08:58 AM
Form Started By: Marie Walters		Started On: 04/01/2025 10:25 AM
Final Approval Date: 04/10/2025		

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

WILLIAMSON COUNTY ROAD BOND PROJECT:
Ronald Reagan Blvd. – Segment C1 – Environmental Services

This Supplemental Work Authorization No. 1 to Work Authorization No. 2 is made pursuant to the terms and conditions of the Williamson County Contract for Consulting Services, being dated May 9, 2024 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and SWCA Environmental Consultants (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. 2 dated effective August 22, 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 Firm agree that the Work Authorization shall be amended, changed and modified as follows:

I. The Services to be Provided by the Firm that were set out in the original Attachment "B" of the Work Authorization are hereby amended, changed and modified as shown in the attached revised Attachment "B".

II. The Work Authorization shall terminate on December 31, 2025. The Services to be Provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C".

III. The maximum amount payable for services under the Work Authorization is hereby increased from $14,843.65 to $30,888.15, reflecting a fee increase of $16,044.50. The revised Fee Schedule is attached hereto as Attachment "D".

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

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

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

FIRM:	**COUNTY:**
By: _____	By: _____
Signature	Signature
Matthew McMillan	_____
Printed Name	Printed Name
Natural Resources Director – Austin	_____
Title	Title
February 28, 2025	_____
Date	Date

LIST OF ATTACHMENTS

Attachment B - Services to be Provided by Firm

Attachment C - Work Schedule

Attachment D - Fee Schedule

APPROVED
By Christen Eschberger at 5:24 pm, Mar 27, 2025

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE FIRM
FOR THE RONALD REAGAN SEGMENT C1 PROJECT

WORK AUTHORIZATION NO. 2
PROJECT: Ronald Reagan Segment C1 –
Environmental Services

Golden-cheeked Warbler Surveys

The Firm will survey approximately 5.5 acre of potential golden-cheeked warbler habitat in the project area that was identified through initial desktop review as expected to be removed as part of the proposed project. The survey will be conducted in accordance with golden-cheeked warbler presence/absence survey protocols established by the U.S. Fish and Wildlife Service (USFWS). These protocols call for surveys to be conducted starting no earlier than 30 minutes before sunrise, to end within 7 hours after sunrise, to be completed during the species' breeding season (March 15 – June 1), and to be conducted with a level of effort of 20 hours of survey time per 100 acres of surveyed area. The protocols further require the total survey time to be divided between five survey visits, with a minimum of 1 hour of survey time per visit per survey area.

The potential golden-cheeked warbler habitat identified for survey through desktop review occurs within two patches of woodland. To adhere to the USFWS protocols, it will be necessary to spend one hour of survey time per visit to this patch. Each visit will be performed by one biologist, with no more than one visit every 5 days and with at least three of the visits completed prior to May 15, as stipulated by USFWS protocols. This level of effort would provide a characterization of the number and distribution of golden-cheeked warblers in the patch of woodland. The Firm expects its biologists will be required to stay within the boundaries of the -of-way during each survey visit, unless as otherwise allowed by adjacent landowners. The locations of any golden-cheeked warblers detected in or adjacent to the survey area would be recorded with a GPS device. For warblers detected outside of but within 250 feet of the project footprint, the biologist will record his/her position with the GPS device and the estimated distance and bearing to the bird from that point.

As a condition of the Firm's USFWS Permit (TE800611-4), which authorizes the Firm to conduct presence/absence surveys for golden-cheeked warblers and other federally listed species, the survey results will be submitted to the USFWS. Approval of this proposal is indicative of the County's acknowledgement of this requirement.

Deliverables

A digital draft report in Microsoft Word and PDF formats will be submitted for review and approval within 6 weeks upon completion of the final survey visit. The Firm will respond to one round of comments from the County on the draft report and provide a final digital report within 2 weeks of receiving comments.

Assumptions

- The estimated cost is based upon expectation that the survey will be conducted from the project right-of-way.
- Factors beyond the Firm's control, such as inclement weather or unsafe project conditions that result in delays to the project schedule or require additional mobilizations, may require a Supplemental Work Authorization.
- Field surveys will be completed by a single biologist per visit, with that biologist permitted by the USFWS to conduct such surveys.
- The Firm will survey the project area five times during the period of March 15 to June 1, 2025.

Cost Summary

The Firm offers the Work Authorization described herein on a time-and-materials basis, not to exceed the agreed-upon compensation cap, per the terms listed in the current Master Services Agreement between the Firm and the County. The Firm can provide the Work Authorization for an estimated cost of **$16,044.50**.

ATTACHMENT C
WORK SCHEDULE
FOR THE RONALD REAGAN SEGMENT C1 PROJECT

WORK AUTHORIZATION NO. 2
PROJECT: Ronald Reagan Segment C1 –
Environmental Services

The Firm is prepared to begin work immediately upon receiving a Notice-to-Proceed (NTP) for the work schedule provided for assigned tasks as given. The Firm will perform the field surveys starting in mid-March and will submit the first draft of the report to the County within 6 weeks of field survey completion. All work is expected to be completed and finalized by December 31, 2025.

ATTACHMENT D
FEE SCHEDULE
FOR THE RONALD REAGAN SEGMENT C1 PROJECT

WORK AUTHORIZATION NO. 2
PROJECT: Ronald Reagan Segment C1 – Environmental Services

Table 1. Anticipated Fee Details

Project Role	Per Unit Rate	Number of Units	Value
Labor			
Specialist I	$77.00	0	$0.00
Specialist III	$91.00	0	$0.00
Specialist III	$104.00	2.5	$260.00
Specialist IV	$114.00	0	$0.00
Specialist V	$123.00	35	$4,305.00
Specialist VI	$137.00	10.5	$1,438.50
Specialist VII	$147.00	0	$0.00
Specialist VIII	$158.00	2	$316.00
Specialist IX	$169.00	35	$5,915.00
Specialist X	$189.00	15	$2,835.00
Specialist XI	$207.00	0	$0.00
Specialist XII	$226.00	0	$0.00
Subject Matter Expert I	$230.00	2	$460.00
Labor Subtotal			***$15,529.50***
Direct Costs			
Mileage	$0.70	450	$315.00
GIS-Grade GPS	$40.00	5	$200.00
Direct Costs Subtotal			***$515.00***
GRAND TOTAL			**$16,044.50**

Commissioners Court - Regular Session **46.**

Meeting Date: 04/15/2025

FM 971 (Granger) - AtkinsRealis - SWA#1 to WA#1

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on Supplement No. 1 to Work Authorization No. 1 to the FM 971 (Granger) contract executed on March 19, 2024, between Williamson County and AtkinsRéalis USA Inc. relating to the 2023 Road Bond Program. Project: P688 Fund Source: Road Bonds

Background

The AtkinsRéalis USA Inc. Supplemental No. 1 to Work Authorization No. 1 is for a design summary report in the amount of $17,000.00 increasing the authorized amount from $159,991.20 to $176,991.20 and extends the termination date to 12/31/2025. This SWA increase stays under the contract cap.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

FM971Granger-AtkinsRealis-WA01Supp01

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/10/2025 09:00 AM
Form Started By: Marie Walters		Started On: 04/02/2025 03:08 PM
Final Approval Date: 04/10/2025		

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

WILLIAMSON COUNTY ROAD BOND PROJECT:
GRANGER FM 971

This Supplemental Work Authorization No. 1 to Work Authorization No. 1 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated March 19, 2024 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and AtkinsRealis USA Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 1 dated effective **May 8, 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 Services to be Provided by the Engineer that were set out in the original Attachment "B" of the Work Authorization are hereby amended, changed and modified as shown in the attached revised Attachment "B-1" (must be attached).

II. The Work Authorization shall terminate on December 31, 2025 . The Services to be Provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C-1" (must be attached).

III. The maximum amount payable for services under the Work Authorization is hereby increased from $159,991.20 to $176,991.20. The revised Fee Schedule is attached hereto as Attachment "D-1" (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: _____	By: _____
Signature	Signature
Daphne King	_____
Printed Name	Printed Name
Division Manager	_____
Title	Title
3-19-2025	_____
Date	Date

LIST OF ATTACHMENTS

Attachment B-1 - Services to be Provided by Engineer

Attachment C-1 - Work Schedule

Attachment D-1 - Fee Schedule

APPROVED
By Christen Eschberger at 2:56 pm, Apr 01, 2025

ATTACHMENT B-1
SERVICES TO BE PROVIDED BY THE ENGINEER FOR
GRANGER FM 971

PROJECT DESCRIPTION

Project Limits

Limits are from approximately 300‘ east of County Road 348 to approximately 840’ west of County Road 349 with an approximate length of 1800’.

Existing Facility

The existing facility is a 2-lane uncurbed road with 12’ lanes and shoulders that vary from 2’ to 5’. The existing right-of-way varies from approximately 70’ to 120’.

Proposed Facility

Proposed improvements include the addition of a continuous left turn lane within the limits of the school site and two right-turn lanes at each of the school driveways.

Design Criteria

The project will be designed in accordance with Williamson County and TxDOT Roadway Design criteria.

1. PROJECT MANAGEMENT *(No additional scope under this SWA 1)*

2. ROUTE AND DESIGN STUDIES

    a. DATA COLLECTION: (No change)

    b. DESIGN CRITERIA: (No change)

    c. REDESIGN OF TURN LANES TO GRANGER HIGH SCHOOL

        - The left and right turn lanes in the previous design provided by others did not meet the 55 mph design speed. Turn lanes were designed to 35 mph for future school zone for the 60% submittal and re-designed to meet the 55 mph design speed.

    d. DELIVERABLES: (No change)

3. PUBLIC INVOLVEMENT *(No additional scope under this SWA 1)*

4. UTILITY COORDINATION SUPPORT *(No additional scope under this SWA 1)*

5. SURVEYING – N/A on call survey to be used *(No additional scope under this SWA 1)*

6. DRAINAGE STUDY

    a. DATA COLLECTION (No change)

    b. HYDROLOGIC/HYDRAULIC CALCULATIONS (No change)

    c. IMPACT AND MITIGATION ANALYSIS: N/A (No change)

    d. DITCH AND DRIVEWAY ANALYSIS (9 driveways assumed): (no change)

    e. DRAINAGE REDESIGN FOR UPDATED SURVEY

        - Re-analyze drainage areas, ditch configuration and ditch capacity to update hydrologic flows computed for 10, 25 and 100- year design frequency events.

        - Re-design driveway culvert, accounting for minimum cover requirements and revised headwater and tailwater conditions.

    f. DELIVERABLES: (No change)

7. ENVIRONMENTAL SERVICES *(No additional scope under this SWA 1)*

8. GEOTECHNICAL SERVICES – Engineer shall use TxDOT recommended pavement design. *(No additional scope under this SWA 1)*

9. PLAN PREPARATION

    a. Plans shall be prepared per Wilco and TxDOT (No change)

    b. DESIGN CRITERIA: (No change)

    c. ROADWAY: (No change)

    d. DRAINAGE: (No change)

    e. SIGNING, MARKINGS, & SIGNALIZATION: (No change)

    f. TRAFFIC CONTROL: (No change)

    g. WATER QUALITY: (No change)

h. ADDITIONAL PLAN PREPARATION

- Limited information on GLS plans required additional work to update roadway plan and profile and drainage sheets.

    1. Roadway plan and profile sheets – only callouts were useable during conversion, alignments were recreated and re-drawn.

    2. Drainage – downloaded and attached useable aerial and contour file for accurate drainage area delineation

i. DELIVERABLES: (No change)

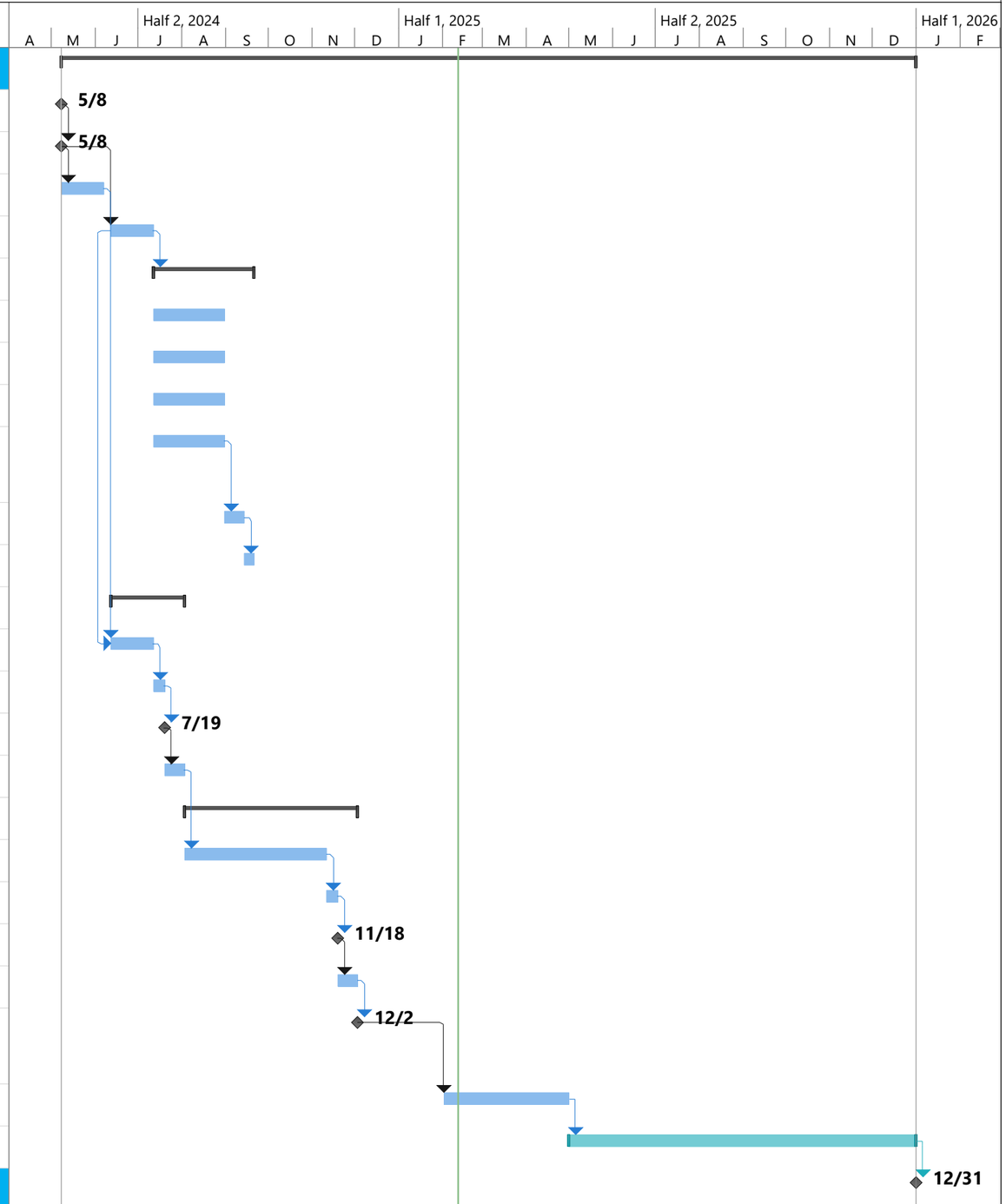
10. BIDDING PHASE SERVICES *(No additional scope under this SWA 1)*

11. EXCLUSIONS (No change)

FM 971 GRANGER
WA1 SWA1

ATTACHMENT C-1

ID	Task Name	Duration	Start	Finish	Predecessors	Successors
1	**FM 971 Granger - PS&E**	**603 days**	**Wed 5/8/24**	**Wed 12/31/25**		
2	Anticipated NTP	0 days	Wed 5/8/24	Wed 5/8/24		3
3	Kick Off Meeting	0 days	Wed 5/8/24	Wed 5/8/24	2	4,5FS+35 days
4	Data Collection	30 days	Wed 5/8/24	Thu 6/6/24	3	14
5	Survey (Williamson County on-call contract)	30 days	Wed 6/12/24	Thu 7/11/24	3FS+35 days	14SS,6
6	**Environmental**	**71 days**	**Fri 7/12/24**	**Fri 9/20/24**	**5**	
7	Draft Surface Water Analysis Form	50 days	Fri 7/12/24	Fri 8/30/24		
8	Draft Species Analysis Form and Spreadshe	50 days	Fri 7/12/24	Fri 8/30/24		
9	Historic Resources Pre-Coordination Reque	50 days	Fri 7/12/24	Fri 8/30/24		
10	Draft Archeologic Resources Background Study	50 days	Fri 7/12/24	Fri 8/30/24		11
11	TxDOT Environmental Review	14 days	Sat 8/31/24	Fri 9/13/24	10	12
12	Final Environmental Submittal	7 days	Sat 9/14/24	Fri 9/20/24	11	
13	**Prepare 60% plans**	**52 days**	**Wed 6/12/24**	**Fri 8/2/24**		
14	Roadway & Drainage design	30 days	Wed 6/12/24	Thu 7/11/24	4,5SS	15
15	QA/QC	8 days	Fri 7/12/24	Fri 7/19/24	14	16
16	Submit 60% plans	0 days	Fri 7/19/24	Fri 7/19/24	15	17
17	County review of 60% plans	14 days	Sat 7/20/24	Fri 8/2/24	16	19
18	**Prepare Final PS&E plans**	**122 days**	**Sat 8/3/24**	**Mon 12/2/24**		
19	Roadway & Drainage design	100 days	Sat 8/3/24	Sun 11/10/24	17	20
20	QA/QC	8 days	Mon 11/11/24	Mon 11/18/24	19	21
21	Submit Final PS&E plans	0 days	Mon 11/18/24	Mon 11/18/24	20	22
22	County review of Final PS&E plans	14 days	Tue 11/19/24	Mon 12/2/24	21	23
23	Submit Signed and Sealed Final PS&E plans	0 days	Mon 12/2/24	Mon 12/2/24	22	24FS+61 days
24	Bid Phase Services	88 days	Sun 2/2/25	Wed 4/30/25	23FS+61 days	25
25	Construction Phase Services	245 days	Thu 5/1/25	Wed 12/31/25	24	26
26	**PS&E Contract Termination Date**	**0 days**	**Wed 12/31/25**	**Wed 12/31/25**	**25**	



FM 971 Granger WA1 SWA1
Attachment D-1 - Fee Schedule

TASK	Sr Advisor	Sr Project Manager	Project Manager	Sr Engineer II	Sr Engineer I	Project Engineer	Design Engineer	EIT I	Engineer Tech	Jr Engineer Tech	Sr CADD Operator			
Hourly Rate:	$ 350.00	$ 340.00	$ 300.00	$ 330.00	$ 270.00	$ 200.00	$ 170.00	$ 120.00	$ 140.00	$ 120.00	$ 150.00	Sub Total	Hr/Unit	Labor
AtkinsRealis USA, Inc.	**Hours**											**Hours**		**Cost**
1. Project Management (9 months)														
2. Route and Design Studies														
c. Additional Design for Turn Lanes														
i. right/left turn lane redesign	2		2		4	8		16				32		$5,900.00
3. Public Involvement														
4. Utilities														
5. Surveying														
6. Drainage Study														
e. Additional design missing from GLS design														
i. re-analyze drainage areas and flows					2		4	2				8		$1,460.00
ii. redesign driveway culvert					2		6	2				10		$1,800.00
7. Environmental Services														
8. Geotechnical Services														
9. Plan Preparation														
h. Additional plan preparation effort														
i. Plan and profile			2		2		4	4			10	22		$3,800.00
ii. Drainage					4			8			10	22		$3,540.00
10. Bidding Phase Services														
11. Exclusions														
												94		
HOURS:	**2**		**4**		**14**	**8**	**14**	**32**			**20**	**Row Total = 94**		
LABOR COST:	**$ 700**	**$ -**	**$ 1,200**	**$ -**	**$ 3,780**	**$ 1,600**	**$ 2,380**	**$ 3,840**	**$ -**	**$ -**	**$ 3,000**			**$16,500.00**

Direct Expenses:

	Quantity	Rate		Total
Photocopies Color (8 1/2" X 11") (per page	202.00	$0.20	$	40.40
Photocopies B/W (11" X 17") (per page)	300.00	$0.15	$	45.00
Photocopies Color (11" X 17") (per page)	300.00	$0.22	$	66.00
ERIS Radius Report	1.00	$350.00	$	350.00
		Direct Expenses total =	$	500.00
		Labor total =	$	16,500.00
		WA1 Total =	**$**	**17,000.00**

Commissioners Court - Regular Session **47.**

Meeting Date: 04/15/2025

Salt Lake, Brook & Front Street - IEA - SWA#1 to WA#1

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on Supplement No. 1 to Work Authorization No. 1 to the Bartlett Streets Projects (Salt Lake, Brook and Front Street) contract executed May 19, 2024, between Williamson County and IEA, Inc. relating to the 2023 Road Bond Program. Project: P687 Fund Source: Road Bonds

Background

The IEA, Inc. Supplement No. 1 to Work Authorization No. 1 increases the parcel acquisition from 2 to 8 and updates the schematic in the amount of $73,339.89 and extends the termination date to 7/31/2025. This SWA does not increase the contract cap.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Salt Lake, Brook & Front Street - IEA - SWA#1 to WA#1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/10/2025 09:27 AM
Form Started By: Marie Walters		Started On: 04/09/2025 01:11 PM
Final Approval Date: 04/10/2025		

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

WILLIAMSON COUNTY ROAD BOND PROJECT:
Engineering for SaltLake, Brook, and Front Street Project

This Supplemental Work Authorization No. 1 to Work Authorization No. 1 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated March 19, 2024 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and IEA, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 1 dated effective April 15, 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 Services to be Provided by the Engineer that were set out in the original Attachment "B" of the Work Authorization are hereby supplemented and modified as shown in the attached revised Attachment "B".

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".

III. The maximum amount payable for services under the Work Authorization is hereby increased from $ 499,670.39 to $ 573,010.28. The revised Fee Schedule is attached hereto as Attachment "D".

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

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

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

ENGINEER:

By: David M.Y. Millikan
Signature

David M.Y. Millikan
Printed Name

Area Manager
Title

4/2/25
Date

COUNTY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

LIST OF ATTACHMENTS

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

APPROVED
By Christen Eschberger at 2:30 pm, Apr 08, 2025

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE ENGINEER FOR
SALT LAKE, BROOK, FRONT STREET PROJECT

PROJECT DESCRIPTION

Project Limits
Unchanged under this SWA#1.

Existing Facility
Unchanged under this SWA#1.

Proposed Facility
Unchanged under this SWA#1.

Design Criteria
Unchanged under this SWA#1.

1. PROJECT MANAGEMENT

   a. COMMUNICATION:

      - No supplemental scope under this SWA#1.

   b. MONTHLY PROGRESS REPORTS, INVOICES, AND BILLINGS (12):

      - Additional 3 months of Contract Time provided in this SWA#1.

   c. QUALITY ASSURANCE AND QUALITY CONTROL (QA/QC) PLAN:

      - No supplemental scope under this SWA#1.

   d. PROJECT COORDINATION & ADMINISTRATION:

      - Additional 3 months of Contract Time provided in this SWA#1.

   e. PROGRESS/COORDINATION MEETINGS (24 external meetings):

      - Additional 3 months of Contract Time provided in this SWA#1.

   f. PROJECT SCHEDULE:

      - Additional 3 months of Contract Time provided in this SWA#1.

   g. PROJECT DOCUMENTS/FILES:

      - No supplemental scope under this SWA#1.

   h. DELIVERABLES:

- Additional 3 months of Contract Time provided in this SWA#1.

1. Monthly Invoices and Progress Reports including Deliverable Table
2. Meeting Minutes, Sign-In Sheets, and Agendas
3. Project Schedule and Updates
4. Project Files

2. ROUTE AND DESIGN STUDIES

a. DATA COLLECTION:

- No supplemental scope under this SWA#1.

b. DESIGN CRITERIA:

- No supplemental scope under this SWA#1.

c. CONSTRAINTS MAP :

- No supplemental scope under this SWA#1.

d. DELIVERABLES:

- No supplemental scope under this SWA#1.

3. PUBLIC INVOLVEMENT

a. PUBLIC INVOLVEMENT SUPPORT

- No supplemental scope under this SWA#1.

b. PROPERTY OWNER MEETING SUPPORT

No supplemental scope under this SWA#1.

c. STAKEHOLDER MEETINGS

- No supplemental scope under this SWA#1.

d. DELIVERABLES:

- No supplemental scope under this SWA#1.

4. UTILITY COORDINATION SUPPORT

No supplemental scope under this SWA#1.

5. ABSTRACT RIGHT OF WAY (ROW) AND MAPPING

   a. ROW MAP:

      - No supplemental scope under this SWA#1.

   b. PARCEL ACQUISITION DOCUMENTS (Increase the quantity of parcel documents, stakings, and exhibits from 2 each to 8 each under this SWA#1):

      - Prepare draft parcel sketches and field notes documents for right of way parcel and easement acquisition. Note any improvements requiring removal/relocation.

      - Provide property owner exhibits identifying Parent tract (including area), right-of-way acquisition (including parcel acquisition and remainder areas), and proposed improvements adjacent to the property, as necessary.

   c. MONUMENTATION AND ROW STAKING:

      - No supplemental scope under this SWA#1.

   d. DELIVERABLES:

      - Draft Parcel Acquisition Documents (pdf)
      - Final Parcel Acquisition Documents (one original and pdf)
      - Property owner exhibits (drawing file, pdf, and hardcopies)

6. CONDEMNATION SUPPORT

   a. No supplemental scope under this SWA#1.

7. SURVEYING

   a. No supplemental scope under this SWA#1.

8. SCHEMATIC DEVELOPMENT

   a. SCHEMATIC

      - Update the Pre-30% Schematic to a full 30% Schematic in compliance with all elements on the County's Schematic Submittal Checklist, including a more detailed schematic roll plot (including plan with stationing at 100'

intervals, profile grade line with elevations at 50' intervals, existing utilities, proposed ditches, and drainage structures), proposed cross sections at 100 ft. intervals, traffic control narrative, and a completed Schematic Submittal Checklist.

- Side slopes on Upgrade the final Pre-30% Schematic, QA/QC Roll Plot, and Design Summary Form to Prepare final schematic submittal per Williamson County submittal requirements and selected design criteria.

b. DELIVERABLES:

- Preliminary Pre-30% Schematic Submittal including cost estimate per submittal requirements.

- Final Schematic Submittal including all applicable items on Schematic Submittal Checklist.

9. DRAINAGE STUDY

a. No supplemental scope under this SWA#1.

10. ENVIRONMENTAL SERVICES

a. No supplemental scope under this SWA#1.

11. GEOTECHNICAL SERVICES

a. No supplemental scope under this SWA#1.

12. PLAN PREPARATION

a. No supplemental scope under this SWA#1.

13. PERMITS [N/A]

14. BIDDING PHASE SERVICES

a. No supplemental scope under this SWA#1.

15. EXCLUSIONS

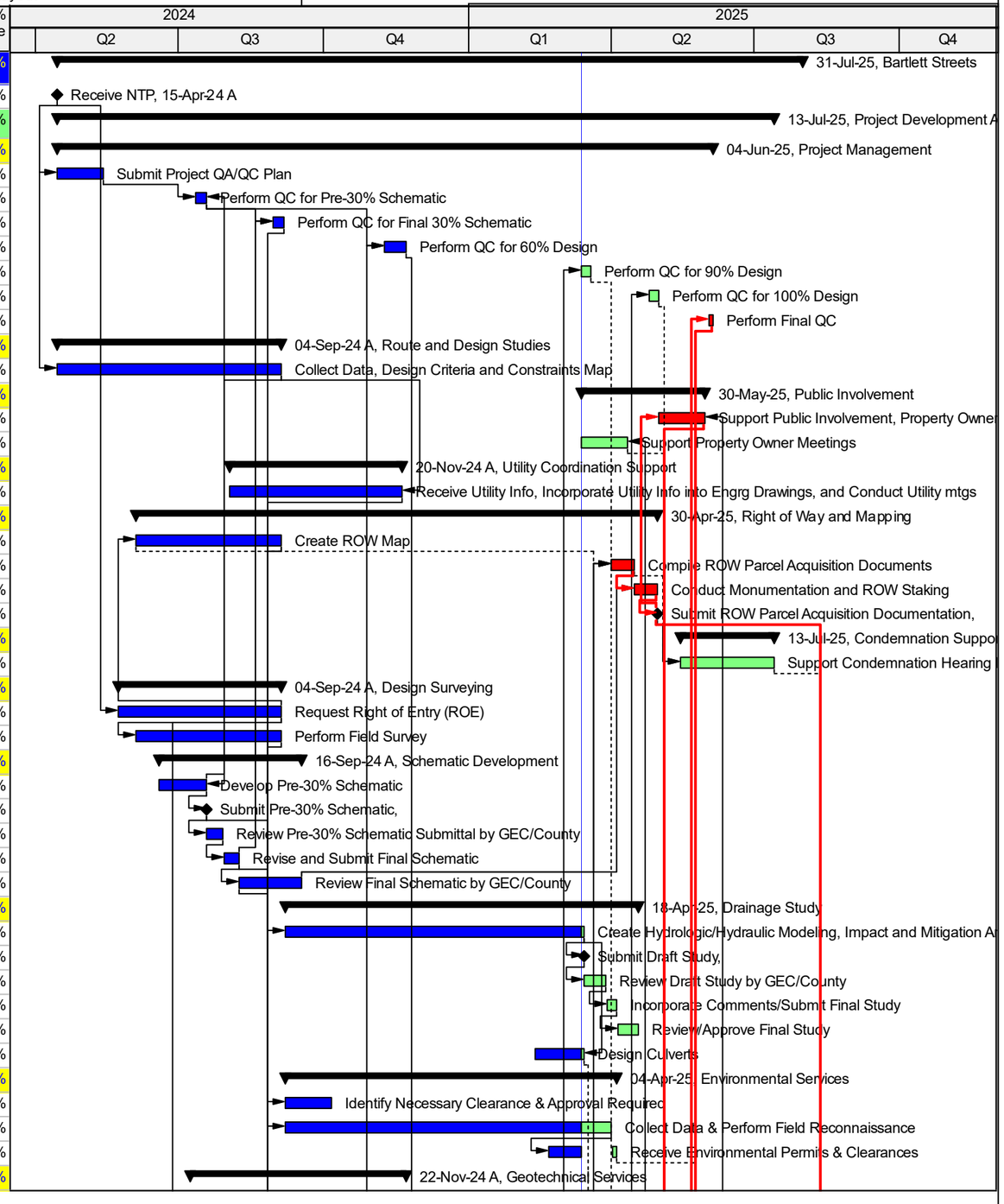
No supplemental exclusions under this SWA#1.

ATTACHMENT C

Classic Schedule Layout

Data Date 3/13/2025

Activity ID	Activity Name	At Completion Duration	Start	Finish	Duration % Complete
Bartlett Streets		473	15-Apr-24 A	31-Jul-25	70.19%
A1000	Receive NTP	0	15-Apr-24 A		100%
Project Development Activities		455	15-Apr-24 A	13-Jul-25	72.97%
Project Management		416	15-Apr-24 A	04-Jun-25	79.81%
A1020	Submit Project QA/QC Plan	30	15-Apr-24 A	14-May-24 A	100%
A1030	Perform QC for Pre-30% Schematic	7	12-Jul-24 A	19-Jul-24 A	100%
A1031	Perform QC for Final 30% Schematic	7	30-Aug-24 A	06-Sep-24 A	100%
A1040	Perform QC for 60% Design	15	08-Nov-24 A	22-Nov-24 A	100%
A1050	Perform QC for 90% Design	7	13-Mar-25	19-Mar-25	0%
A1060	Perform QC for 100% Design	7	25-Apr-25	01-May-25	0%
A1070	Perform Final QC	3	02-Jun-25	04-Jun-25	0%
Route and Design Studies		142	15-Apr-24 A	04-Sep-24 A	100%
A1080	Collect Data, Design Criteria and Constraints Map	142	15-Apr-24 A	04-Sep-24 A	100%
Public Involvement		79	13-Mar-25	30-May-25	0%
A1090	Support Public Involvement, Property Owner & Stakeholder Meeting	30	01-May-25	30-May-25	0%
A1100	Support Property Owner Meetings	30	13-Mar-25	11-Apr-25	0%
Utility Coordination Support		110	02-Aug-24 A	20-Nov-24 A	100%
A1110	Receive Utility Info, Incorporate Utility Info into Engrg Drawings, and	110	02-Aug-24 A	20-Nov-24 A	100%
Right of Way and Mapping		331	04-Jun-24 A	30-Apr-25	90.94%
A1120	Create ROW Map	92	04-Jun-24 A	04-Sep-24 A	100%
A1130	Compile ROW Parcel Acquisition Documents	15	01-Apr-25	15-Apr-25	0%
A1140	Conduct Monumentation and ROW Staking	15	16-Apr-25	30-Apr-25	0%
A1260	Submit ROW Parcel Acquisition Documentation	0		30-Apr-25	0%
Condemnation Support		60	15-May-25	13-Jul-25	0%
A1150	Support Condemnation Hearing Exhibits	60	15-May-25	13-Jul-25	0%
Design Surveying		104	23-May-24 A	04-Sep-24 A	100%
A1160	Request Right of Entry (ROE)	104	23-May-24 A	04-Sep-24 A	100%
A1170	Perform Field Survey	92	04-Jun-24 A	04-Sep-24 A	100%
Schematic Development		91	18-Jun-24 A	16-Sep-24 A	100%
A1180	Develop Pre-30% Schematic	31	18-Jun-24 A	19-Jul-24 A	100%
A1190	Submit Pre-30% Schematic	0		19-Jul-24 A	100%
A1200	Review Pre-30% Schematic Submittal by GEC/County	10	19-Jul-24 A	29-Jul-24 A	100%
A1202	Revise and Submit Final Schematic	9	30-Jul-24 A	08-Aug-24 A	100%
A1212	Review Final Schematic by GEC/County	40	08-Aug-24 A	16-Sep-24 A	100%
Drainage Study		225	06-Sep-24 A	18-Apr-25	83.56%
A1210	Create Hydrologic/Hydraulic Modeling, Impact and Mitigation Analysi	190	06-Sep-24 A	14-Mar-25	97.44%
A1211	Submit Draft Study	0		14-Mar-25	0%
A1213	Review Draft Study by GEC/County	14	15-Mar-25	28-Mar-25	0%
A1214	Incorporate Comments/Submit Final Study	7	29-Mar-25	04-Apr-25	0%
A1215	Review/Approve Final Study	14	05-Apr-25	18-Apr-25	0%
A1220	Design Culverts	31	12-Feb-25 A	14-Mar-25	93.55%
Environmental Services		211	06-Sep-24 A	04-Apr-25	92.28%
A1230	Identify Necessary Clearance & Approval Required	30	06-Sep-24 A	05-Oct-24 A	100%
A1240	Collect Data & Perform Field Reconnaissance	208	06-Sep-24 A	01-Apr-25	77.78%
A1250	Receive Environmental Permits & Clearances	44	20-Feb-25 A	04-Apr-25	97.27%
Geotechnical Services		138	08-Jul-24 A	22-Nov-24 A	100%

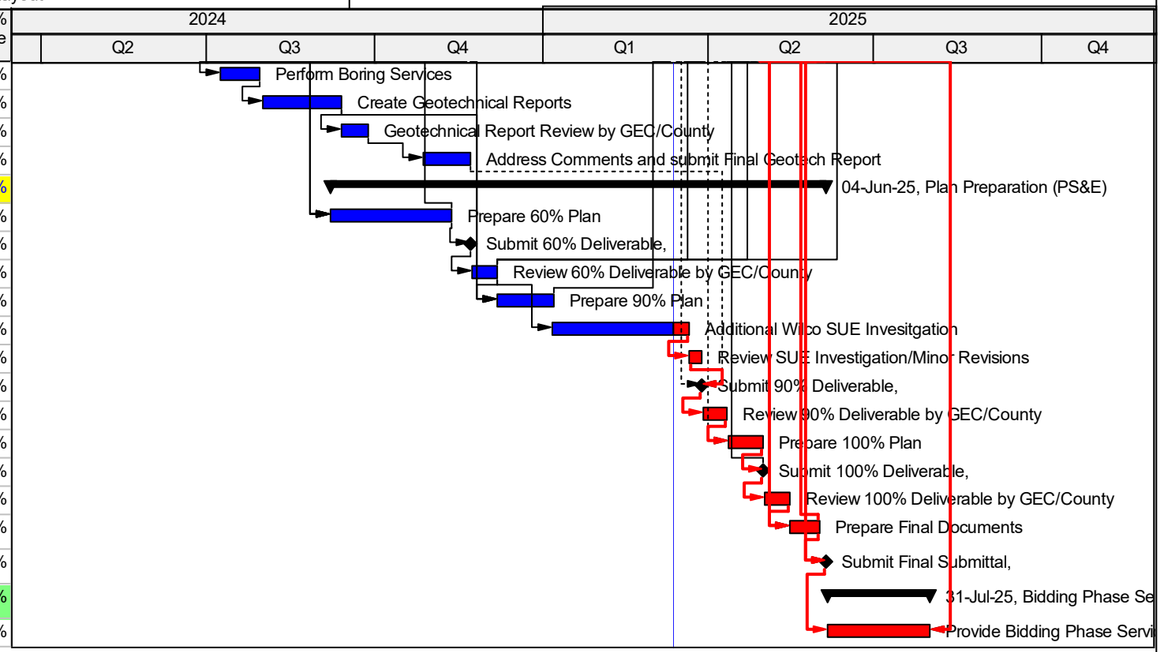


Actual Level of Effort
Actual Work
Remaining Work
Critical Remaining Work
Milestone
summary

TASK filter: All Activities

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Activity ID	Activity Name	At Completion Duration	Start	Finish	Duration % Complete
A1270	Perform Boring Services	22	08-Jul-24 A	30-Jul-24 A	100%
A1280	Create Geotechnical Reports	44	31-Jul-24 A	12-Sep-24 A	100%
A1290	Geotechnical Report Review by GEC/County	16	12-Sep-24 A	27-Sep-24 A	100%
A1300	Address Comments and submit Final Geotech Report	27	27-Oct-24 A	22-Nov-24 A	100%
Plan Preparation (PS&E)		272	06-Sep-24 A	04-Jun-25	69.12%
A1320	Prepare 60% Plan	67	06-Sep-24 A	11-Nov-24 A	100%
A1330	Submit 60% Deliverable	0		22-Nov-24 A	100%
A1340	Review 60% Deliverable by GEC/County	14	23-Nov-24 A	06-Dec-24 A	100%
A1350	Prepare 90% Plan	31	07-Dec-24 A	06-Jan-25 A	100%
A1351	Additional Wilco SUE Invesitgation	75	06-Jan-25 A	21-Mar-25	88%
A1352	Review SUE Investigation/Minor Revisions	7	22-Mar-25	28-Mar-25	0%
A1360	Submit 90% Deliverable	0		28-Mar-25	0%
A1370	Review 90% Deliverable by GEC/County	14	29-Mar-25	11-Apr-25	0%
A1380	Prepare 100% Plan	20	12-Apr-25	01-May-25	0%
A1390	Submit 100% Deliverable	0		01-May-25	0%
A1400	Review 100% Deliverable by GEC/County	14	02-May-25	15-May-25	0%
A1410	Prepare Final Documents	17	16-May-25	01-Jun-25	0%
A1430	Submit Final Submittal	0		04-Jun-25	0%
Bidding Phase Services		57	05-Jun-25	31-Jul-25	0%
A1420	Provide Bidding Phase Services	57	05-Jun-25	31-Jul-25	0%



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ATTACHMENT D

IEA	City of Bartlett Streets Supplement to Supplemental Work Authorization No. 1 to WA No. 1 Attachment D - Fee Schedule						
Labor Category	**Administrative Specialist I (4-8 yrs)**	**Engineer in Training I (0-5 yrs)**	**Engineer in Training II (5-10 yrs)**	**Professional Engineer III (10-15 yrs)**	**Supervisory Engineer IV (15-20 yrs)**	**Managing Engineer V (20-25 yrs)**	
Specified Rate	$98.96	$111.97	$124.17	$199.79	$290.52	$334.40	
1. Project Management (3 mo. Extension)							
Monthly Progress Reports, Invoices, Billings (3)	3					3	
Project Coordination & Administration	3					6	
Progress/Coordination Meetings (6)	6				6	6	
Project Schedule						3	
Project documents/files	16				6	3	
Subtotal Hours	**28**	**0**	**0**	**0**	**12**	**21**	**61**
Subtotal Dollars	**$2,770.88**	**$0.00**	**$0.00**	**$0.00**	**$3,486.24**	**$7,022.40**	**$13,279.52**
5. Additional quantity of legal descriptions for ROW acquisition							
Additional IEA time to define 8 takings rather than 2 (per contract) Plus 6					6	6	
Additional time coordinating with subconsultant and with GEC					6		
IEA review of 6 additional legal descriptions and responding to GEC comments					6		
Subtotal Hours	**0**	**0**	**0**	**0**	**18**	**6**	**24**
Subtotal Dollars	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$5,229.36**	**$2,006.40**	**$7,235.76**
8. GEC requirement for IEA to produce a full 30% Schematic and cross-sections rather than proceed from the pre-30% schematic plan (with typical sections) directly to 60% design							
Prepare additional documents for full 30% submittal		91			18.5	3.5	
Revew comments and update to final 30% deliverable		40			6	1	
Subtotal Hours	**0**	**131**	**0**	**0**	**24.5**	**4.5**	**160**
Subtotal Dollars	**$0.00**	**$14,668.07**	**$0.00**	**$0.00**	**$7,117.74**	**$1,504.80**	**$23,290.61**

IEA Total Hours
245
$43,805.89
IEA Total Dollars
LJA Total Hours
237
$29,534.00
LJA Total Dollars

OTHER DIRECT EXPENSES	**QUANTITY**
IEA Direct Expenses:	0
Toll Charges	0
Parking	0
Courier	0
Postage	0
Photocopies B/W (8 1/2" X 11")	0
Photocopies Color (8 1/2" X 11")	0
Photocopies B/W (11" X 17")	0
Photocopies Color (11" X 17")	0
CD-ROM	0
Large Format Plotting	0
Mileage	0
SUBTOTAL DIRECT EXPENSES	$0.00

SWA #1 Total Hours
482
$73,339.89
SWA #1 Total Dollars

3/12/2025

LJA	City of Bartlett Streets Supplement to Supplemental Work Authorization No. 1 to WA No. 1 Attachment D - Fee Schedule								
Labor Category	Sr. Project Manager/RPLS	Project Manager/RPLS	Project Surveyor	Sr. Survey Technician	Survey Technician	Clerical	One-Man Survey Crew	Two-Man Survey Crew	
Specified Rate	$205.00	$170.00	$125.00	$118.00	$95.00	$68.00	$125.00	$175.00	
5. Right of Way and Mapping									
a. Title Commitments									
b. Parcel Acquisition Documents (6 additional - 8 total)	2	6	16	50	100	3		60	
Subtotal Hours	2	6	16	50	100	3	0	60	
Subtotal Dollars	$410.00	$1,020.00	$2,000.00	$5,900.00	$9,500.00	$204.00	$0.00	$10,500.00	
									Total Hours
Total Hours	2	6	16	50	100	3	0	60	**237**
Total Dollars	$410.00	$1,020.00	$2,000.00	$5,900.00	$9,500.00	$204.00	$0.00	$10,500.00	**$29,534.00**
									Total Dollars

No direct expenses required
Misc. Materials and Mileage is included in crew rate

Commissioners Court - Regular Session **48.**

Meeting Date: 04/15/2025

Sonterra Blvd - Huitt-Zollars - SWA#3 to WA#1

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on Supplement No. 3 to Work Authorization No. 1 to the Sonterra Boulevard contract executed May 19, 2020, between Williamson County and Huitt-Zollars, Inc. relating to the 2023 Road Bond Program. Project: P685 Fund Source: Road Bonds

Background

The Huitt-Zollars, Inc. Supplement No. 3 to Work Authorization No. 1 extends the termination date to 6/30/2025. This SWA does not increase the contract cap.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Sonterra Blvd - Huitt-Zollars - SWA#3 to WA#1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/10/2025 09:28 AM
Form Started By: Marie Walters		Started On: 04/09/2025 01:13 PM
Final Approval Date: 04/10/2025		

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

WILLIAMSON COUNTY ROAD BOND PROJECT:
SONTERRA BOULEVARD

This Supplemental Work Authorization No. 3 to Work Authorization No. 1 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated March 19, 2024 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Huitt-Zollars, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 1 dated effective April 16, 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 June 30, 2025. The Services to be Provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

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.

ENGINEER:

By: _____
Signature

Rey Gonzalez
Printed Name

Vice President
Title

3/27/25
Date

COUNTY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

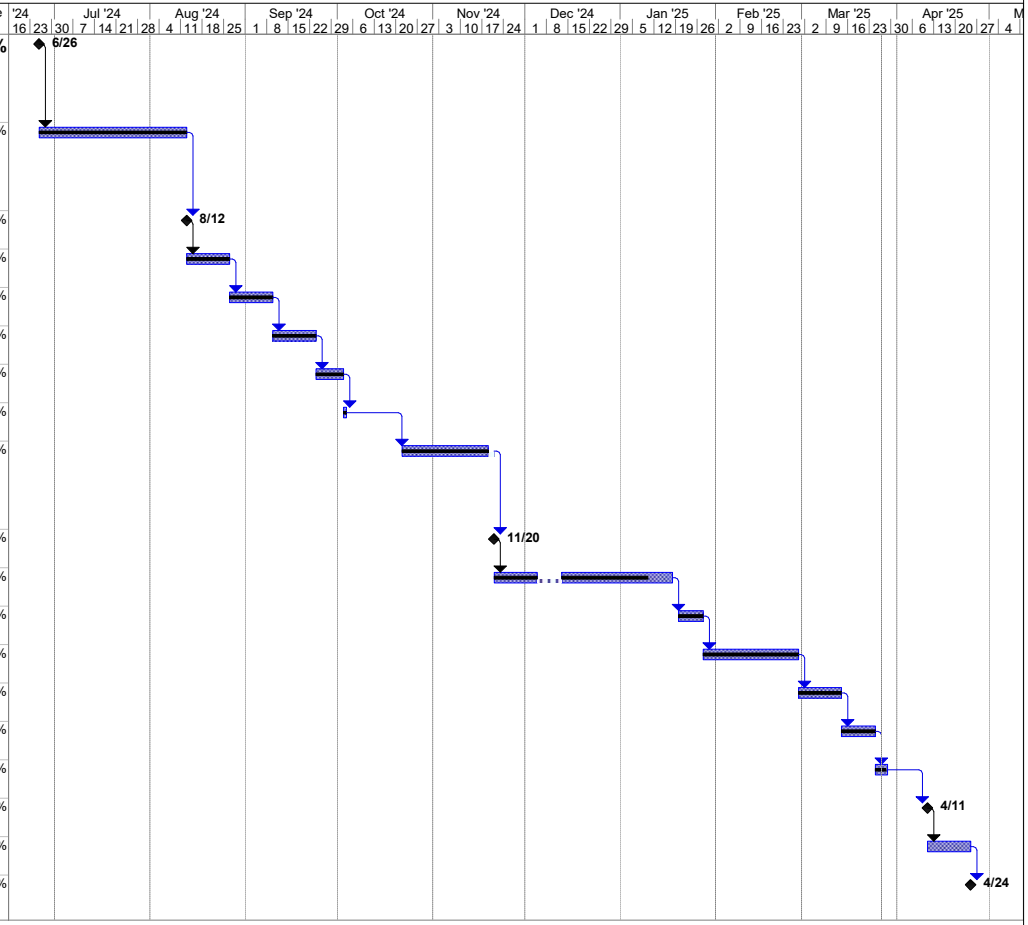
LIST OF ATTACHMENTS

Attachment C – Work Schedule

APPROVED
By Christen Eschberger at 2:33 pm, Apr 08, 2025

Williamson County
Sonterra Boulevard with NB Right Turn Lane
Preliminary Schedule

ID	Task Name	Duration	Start	Finish	Predecessors	% Complete
1	**Notice to Proceed with Adding Right Turn Lane**	0 days	Wed 6/26/24	Wed 6/26/24		**100%**
2	**60% Design (Presuming County Survey is Provided by Start Date)**	**34 days**	**Wed 6/26/24**	**Mon 8/12/24**	1	100%
3	60% Design Submittal	0 days	Mon 8/12/24	Mon 8/12/24	2	100%
4	County Review 1	10 days	Tue 8/13/24	Mon 8/26/24	3	100%
5	Address Comments 1	10 days	Tue 8/27/24	Mon 9/9/24	4	100%
6	County Review 2	10 days	Tue 9/10/24	Mon 9/23/24	5	100%
7	Address Comments 2	7 days	Tue 9/24/24	Wed 10/2/24	6	100%
8	Final Comment Resolution Meeting	1 day	Thu 10/3/24	Thu 10/3/24	7	100%
9	**100% Design (SUE Data Received 10/21/24)**	**20 days**	**Tue 10/22/24**	**Wed 11/20/24**	8	100%
10	100% Design Submittal	0 days	Wed 11/20/24	Wed 11/20/24	9	100%
11	County Review 1	36 days	Thu 11/21/24	Fri 1/17/25	10	83%
12	Address Comments 1	6 days	Mon 1/20/25	Mon 1/27/25	11	100%
13	County Review 2	23 days	Tue 1/28/25	Thu 2/27/25	12	100%
14	Address Comments 2	10 days	Fri 2/28/25	Thu 3/13/25	13	100%
15	County Review 3	7 days	Fri 3/14/25	Mon 3/24/25	14	100%
16	Address Comments 3	4 days	Tue 3/25/25	Fri 3/28/25	15	80%
17	Final Comment Resolution Meeting	0 days	Fri 4/11/25	Fri 4/11/25	16	0%
18	Prepare Final Design & Bid Package	10 days	Fri 4/11/25	Thu 4/24/25	17	0%
19	**Final Design & Bid Package Submittal**	**0 days**	**Thu 4/24/25**	**Thu 4/24/25**	18	0%



Commissioners Court - Regular Session **49.**

Meeting Date: 04/15/2025

CR 305 - RS&H - SWA#1 to WA#1

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on Supplement No. 1 to Work Authorization No. 1 to the CR 305 contract executed May 19, 2024, between Williamson County and RS&H, Inc. relating to the 2023 Road Bond Program. Project: P686 Fund Source: Road Bonds

Background

The RS&H, Inc. Supplement No. 1 to Work Authorization No. 1 extends the termination date to 7/31/2025. This SWA does not increase the contract cap.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CR 305 - RS&H - SWA#1 to WA#1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/10/2025 10:53 AM
Form Started By: Marie Walters		Started On: 04/10/2025 08:47 AM
Final Approval Date: 04/10/2025		

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

WILLIAMSON COUNTY ROAD BOND PROJECT:
PROJECT: CR305

This Supplemental Work Authorization No. 1 to Work Authorization No. 1 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated March 19, 2024 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and RS&H, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 1 dated effective April 2, 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 31th, 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: _____	By: _____
Signature	Signature
_Nicholi A. Arnio, PE, PTOE, ENV SP	_____
Printed Name	Printed Name
___Vice President_____	_____
Title	Title
__April 9, 2025 _____	_____
Date	Date

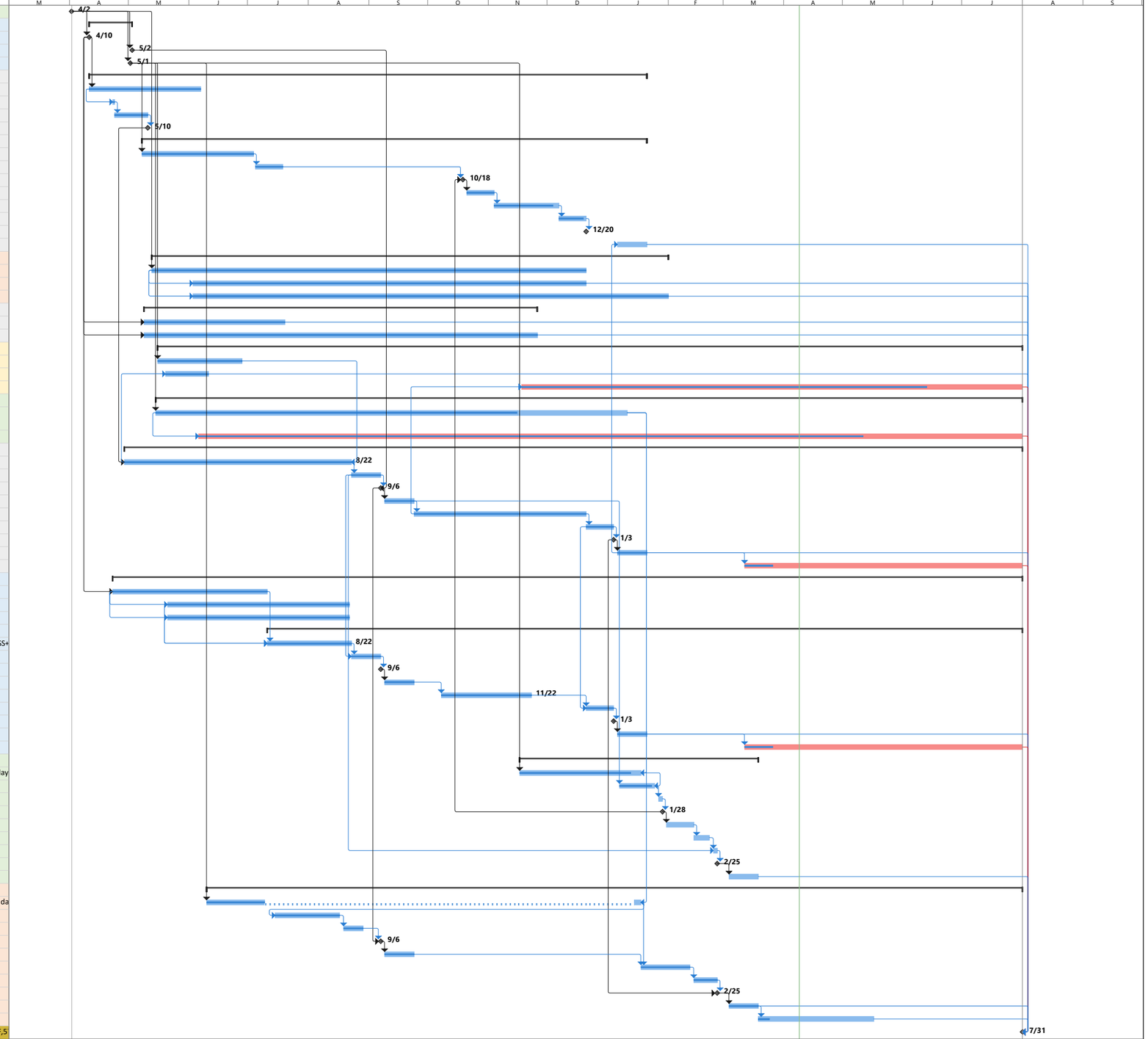
LIST OF ATTACHMENTS

Attachment C - Work Schedule

APPROVED
By Christen Eschberger at 8:07 am, Apr 10, 2025

Williamson County
CR 305

ID	Constraint Type	Task Mode	Task Name	Duration	% Complete	Start	Finish	Predecessors
1	As Soon As Possible		NTP	0 days	100%	Tue 4/2/24	Tue 4/2/24	
2	**As Soon As Possible**		**1. PROJECT MANAGEMENT**	**22 days**	**100%**	**Wed 4/10/24**	**Thu 5/2/24**	
3	As Soon As Possible		GEC Project Kickoff	0 days	100%	Wed 4/10/24	Wed 4/10/24	1FS+9 days
4	As Soon As Possible		Submit QA/QC Plan	0 days	100%	Thu 5/2/24	Thu 5/2/24	1FS+31 days
5	As Soon As Possible		Internal Subconsultant/Team Project Kickoff	0 days	100%	Wed 5/1/24	Wed 5/1/24	1FS+30 days
6	**As Soon As Possible**		**2. ROUTE AND DESIGN STUDIES**	**271 days**	**91%**	**Thu 4/11/24**	**Mon 1/20/25**	
7	As Soon As Possible		A. Data Collection & Field Reconnaissance	56 days	100%	Thu 4/11/24	Thu 6/6/24	3
8	As Soon As Possible		Field Visit	1 day	100%	Tue 4/23/24	Tue 4/23/24	7SS+12 days
9	As Soon As Possible		B. Design Critiera	17 days	100%	Wed 4/24/24	Fri 5/10/24	8
10	As Soon As Possible		Submit Design Criteria & Typical Sections	0 days	100%	Fri 5/10/24	Fri 5/10/24	9
11	As Soon As Possible		C. Constrains Map	244 days	86%	Wed 5/8/24	Mon 1/20/25	
12	As Soon As Possible		B. Draft Constraints Map	56 days	100%	Wed 5/8/24	Wed 7/3/24	5FS+6 days
13	As Soon As Possible		Internal QC Review	14 days	100%	Fri 7/5/24	Thu 7/18/24	12
14	As Soon As Possible		Submit Constraints Map	0 days	100%	Fri 10/18/24	Fri 10/18/24	62SS,13
15	As Soon As Possible		GEC/County Review	14 days	100%	Mon 10/21/24	Sun 11/3/24	14FS+2 days
16	As Soon As Possible		C. Final Constraints Map	30 days	90%	Mon 11/4/24	Fri 12/6/24	15
17	As Soon As Possible		Internal QC Review	14 days	90%	Sat 12/7/24	Fri 12/20/24	16
18	As Soon As Possible		Submit Constraints Map	0 days	0%	Fri 12/20/24	Fri 12/20/24	17
19	As Soon As Possible		GEC/County Review	15 days	0%	Mon 1/6/25	Mon 1/20/25	42SS
20	**As Soon As Possible**		**3. PUBLIC INVOLVEMENT**	**250 days**	**100%**	**Mon 5/13/24**	**Fri 1/31/25**	
21	As Soon As Possible		A. Public Involvement Support	216 days	100%	Mon 5/13/24	Fri 12/20/24	1FS+41 days
22	As Soon As Possible		B. Property Owner Meeting Support	196 days	100%	Mon 6/3/24	Fri 12/20/24	21SS+20 days
23	As Soon As Possible		C. Stakeholder Meetings	230 days	100%	Mon 6/3/24	Fri 1/31/25	21SS+20 days
24	**As Soon As Possible**		**4. UTILITY COORDINATION SUPPORT**	**198 days**	**100%**	**Thu 5/9/24**	**Mon 11/25/24**	
25	As Soon As Possible		A. Incorporate Utility Information into Engineering Drawings	70 days	100%	Thu 5/9/24	Fri 7/19/24	3SS+28 days
26	As Soon As Possible		B. Utility Meetings	198 days	100%	Thu 5/9/24	Mon 11/25/24	3SS+28 days
27	**As Soon As Possible**		**5. RIGHT OF WAY (ROW) AND MAPPING**	**428 days**	**84%**	**Thu 5/16/24**	**Thu 7/31/25**	
28	As Soon As Possible		Create Existing ROW Map	42 days	100%	Thu 5/16/24	Thu 6/27/24	5FS+14 days
29	As Soon As Possible		Preliminary Proposed ROW Map and APO List	21 days	100%	Mon 5/20/24	Mon 6/10/24	35SS+21 days
30	As Soon As Possible		Final Proposed ROW Map an APO List	245 days	80%	Mon 11/18/24	Thu 7/31/25	39SS+55 days
31	**As Soon As Possible**		**6. SURVEYING**	**429 days**	**80%**	**Wed 5/15/24**	**Thu 7/31/25**	
32	As Soon As Possible		A. Right Of Entry (assumed 14 letters) - Received Signed ROE/NOE	227 days	80%	Wed 5/15/24	Fri 1/10/25	5FS+13 days
33	As Soon As Possible		B. Field Surveying - NOE Required	408 days	80%	Thu 6/6/24	Thu 7/31/25	32SS+21 days
34	**As Soon As Possible**		**7. SCHEMATIC DEVELOPMENT**	**445 days**	**67%**	**Mon 4/29/24**	**Thu 7/31/25**	
35	As Soon As Possible		A. Preliminary Schematic Roll Plot	114 days	100%	Mon 4/29/24	Thu 8/22/24	10SS-12 days,28FF
36	As Soon As Possible		Internal QC Review	14 days	100%	Fri 8/23/24	Fri 9/6/24	35
37	As Soon As Possible		Submit Preliminary Schematic	0 days	100%	Fri 9/6/24	Fri 9/6/24	36,4FF
38	As Soon As Possible		GEC/County Review	15 days	100%	Mon 9/9/24	Mon 9/23/24	37FS+2 days
39	As Soon As Possible		B. Final Schematic Roll Plot	85 days	100%	Tue 9/24/24	Fri 12/20/24	38
40	As Soon As Possible		Internal QC Review	6 days	100%	Sat 12/21/24	Fri 1/3/25	39
41	As Soon As Possible		Submit Final Schematic	0 days	100%	Fri 1/3/25	Fri 1/3/25	40
42	As Soon As Possible		GEC/County Review	15 days	100%	Mon 1/6/25	Mon 1/20/25	41FS+2 days
43	As Soon As Possible		Address Final GEC/County Comments	142 days	10%	Wed 3/12/25	Thu 7/31/25	42FS+50 days
44	**As Soon As Possible**		**8. DRAINAGE STUDY**	**451 days**	**76%**	**Tue 4/23/24**	**Thu 7/31/25**	
45	As Soon As Possible		A. Hydrologic/Hydraulic Modeling	77 days	100%	Tue 4/23/24	Wed 7/10/24	3SS+12 days
46	As Soon As Possible		C. Impact and Mitigation Analysis	91 days	100%	Tue 5/21/24	Wed 8/21/24	45SS+28 days
47	As Soon As Possible		E. Deliverables	91 days	100%	Tue 5/21/24	Wed 8/21/24	45SS+28 days
48	As Soon As Possible			374 days	55%	Thu 7/11/24	Thu 7/31/25	
49	As Soon As Possible		Preliminary Drainage & Water Quality Report	43 days	100%	Thu 7/11/24	Thu 8/22/24	45,46SS+15 days,47SS+
50	As Soon As Possible		Internal QC Review	14 days	100%	Fri 8/23/24	Fri 9/6/24	36SS,49
51	As Soon As Possible		Submit Drainage & Water Quality Report	0 days	100%	Fri 9/6/24	Fri 9/6/24	50
52	As Soon As Possible		GEC/County Review	15 days	100%	Mon 9/9/24	Mon 9/23/24	51FS+2 days
53	As Soon As Possible		Final Drainage & Water Quality Report	46 days	100%	Tue 10/8/24	Fri 11/22/24	52FS+14 days
54	As Soon As Possible		Internal QC Review	6 days	100%	Sat 12/21/24	Fri 1/3/25	40SS,53
55	As Soon As Possible		Submit Drainage & Water Quality Report	0 days	100%	Fri 1/3/25	Fri 1/3/25	54
56	As Soon As Possible		GEC/County Review	15 days	100%	Mon 1/6/25	Mon 1/20/25	55FS+2 days
57	As Soon As Possible		Address Final GEC/County Comments	142 days	10%	Wed 3/12/25	Thu 7/31/25	56FS+50 days
58	**As Soon As Possible**		**9. ENVIRONMENTAL SERVICES**	**111 days**	**56%**	**Sun 11/17/24**	**Tue 3/18/25**	
59	As Soon As Possible		A. Data Collection & Field Reconnaissance - NOE Required	51 days	90%	Sun 11/17/24	Fri 1/17/25	5FS+6 days,32FF+7 day
60	As Soon As Possible		B. Draft Environmental Reports	18 days	90%	Tue 1/7/25	Fri 1/24/25	38,59FF+7 days
61	As Soon As Possible		Internal QC Review	2 days	0%	Mon 1/27/25	Tue 1/28/25	60FS+2 days
62	As Soon As Possible		Submit Draft Environmental Reports	0 days	0%	Tue 1/28/25	Tue 1/28/25	61
63	As Soon As Possible		GEC/County Review	14 days	0%	Fri 1/31/25	Thu 2/13/25	62FS+2 days
64	As Soon As Possible		C. Final Environmental Reports	8 days	0%	Fri 2/14/25	Fri 2/21/25	63
65	As Soon As Possible		Internal QC Review	2 days	0%	Mon 2/24/25	Tue 2/25/25	64FS+2 days,36SS
66	As Soon As Possible		Submit Draft Environmental Reports	0 days	0%	Tue 2/25/25	Tue 2/25/25	65
67	As Soon As Possible		GEC/County Review	15 days	0%	Tue 3/4/25	Tue 3/18/25	66FS+6 days
68	**As Soon As Possible**		**10. GEOTECHNICAL SERVICES**	**404 days**	**72%**	**Mon 6/10/24**	**Thu 7/31/25**	
69	As Soon As Possible		A. Borings - NOE Required	32 days	90%	Mon 6/10/24	Fri 1/17/25	5FS+38 days,32FF+7 da
70	As Soon As Possible		B. Draft Reports	33 days	100%	Mon 7/15/24	Fri 8/16/24	69FS+2 days
71	As Soon As Possible		Internal Review	10 days	100%	Mon 8/19/24	Wed 8/28/24	70FS+2 days
72	As Soon As Possible		Submit Draft Geotechnical Reports	0 days	100%	Fri 9/6/24	Fri 9/6/24	37SS,71
73	As Soon As Possible		GEC/County Review	15 days	100%	Mon 9/9/24	Mon 9/23/24	72FS+2 days
74	As Soon As Possible		C. Final Reports	25 days	100%	Sat 1/18/25	Tue 2/11/25	73,69
75	As Soon As Possible		Internal Review	12 days	100%	Fri 2/14/25	Tue 2/25/25	74FS+2 days
76	As Soon As Possible		Submit Draft Geotechnical Reports	0 days	100%	Tue 2/25/25	Tue 2/25/25	41SS,75
77	As Soon As Possible		GEC/County Review	15 days	100%	Tue 3/4/25	Tue 3/18/25	76FS+6 days
78	As Soon As Possible		Complete Borings (NOE required) and Update Report	59 days	10%	Wed 3/19/25	Fri 5/16/25	77
79	As Soon As Possible		WA #1 Complete	0 days	0%	Thu 7/31/25	Thu 7/31/25	22FF,23FF,25FF,26FF,5



Commissioners Court - Regular Session **50.**

Meeting Date: 04/15/2025

Final plat for the Santa Rita Ranch Phase 7B Section 1 subdivision – Pct 2

Submitted For: Adam Boatright **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the Santa Rita Ranch Phase 7B Section 1 subdivision – Precinct 2.

Background

This is the first section in the Santa Rita Ranch Phase 7B development. It consists of 43 single-family lots, 5 open space/drainage/utility lots and 4,182 feet of new public roads. Roadway and drainage construction is not yet complete, but a performance bond in the amount of $7,679,882.10 has been posted with the County to cover the cost of the remaining construction.

Timeline

2024-10-03 – initial submittal of the final plat
2024-10-30 – 1st review complete with comments
2025-03-13 – 2nd submittal of final plat
2025-03-27 – 2nd review complete with comments clear
2025-04-08 – receipt of final plat with signatures
2025-04-10 – final plat placed on the April 15, 2025 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

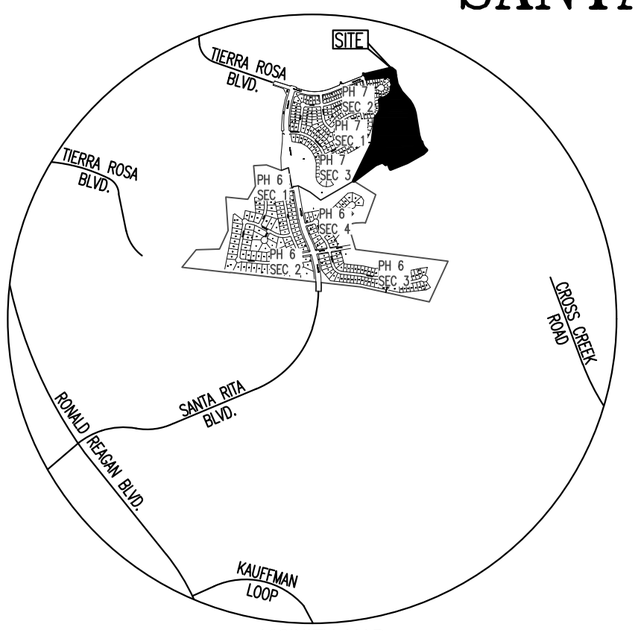
Attachments

final plat - Santa Rita Ranch Ph 7B Sec 1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/10/2025 11:51 AM
Form Started By: Adam Boatright		Started On: 04/10/2025 11:36 AM
Final Approval Date: 04/10/2025		

SANTA RITA RANCH PHASE 7B, SECTION 1
FINAL PLAT



VICINITY MAP
APPROX. SCALE:
1"=2000'

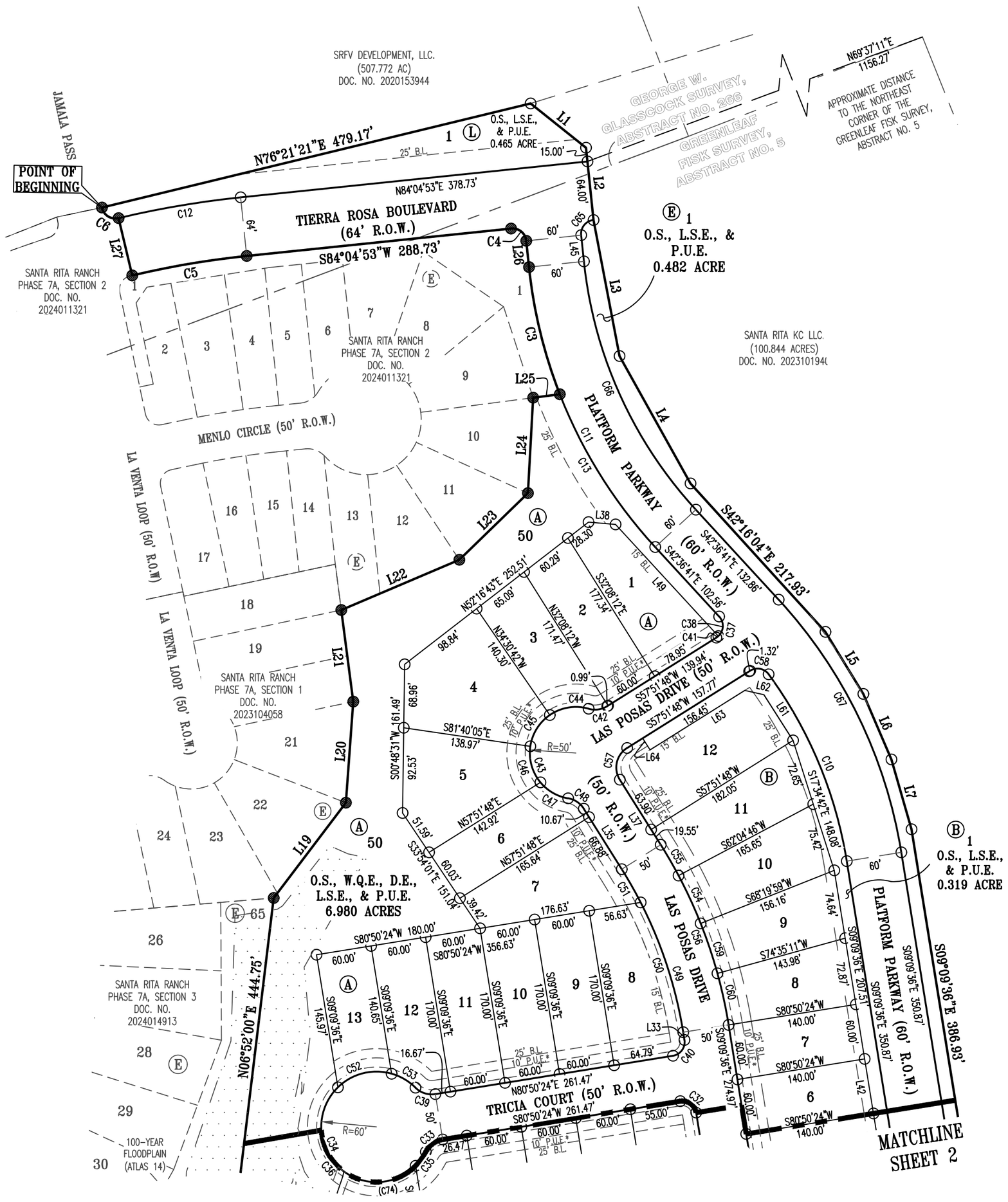
GRAPHIC SCALE

0 100 150 200 300

(IN FEET)
1 inch = 100 ft.

LEGEND

- BENCHMARK
- CAPPED 1/2" IRON ROD FOUND STAMPED "CBD SETSTONE"
- CAPPED 1/2" IRON ROD SET STAMPED "CBD SETSTONE"
- 1 LOT NUMBER
- (A) BLOCK DESIGNATION
- B.L. BUILDING SETBACK LINE
- P.U.E. PUBLIC UTILITY EASEMENT
- W.Q.E. WATER QUALITY EASEMENT
- D.E. DRAINAGE EASEMENT
- L.S.E. LANDSCAPE EASEMENT
- O.S. OPEN SPACE
- PROPOSED 100 YEAR FLOODPLAIN (ATLAS 14)
- FEMA 100-YEAR FLOODPLAIN



DATE: APRIL 2, 2025

ORIGINAL SUBMITTAL DATE: SEPTEMBER 30, 2024

OWNER:
SANTA RITA KC, LLC
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

DEVELOPER:
SANTA RITA KC, LLC
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

ENGINEER & SURVEYOR:
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE
AUSTIN, TEXAS 78749
(512) 280-5160 PHONE

BASIS OF BEARINGS – TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83
ELEVATION DATUM – NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD '88) GEOID 12B.

TOTAL ACREAGE: 23.542 ACRES
SURVEY: GREENLEAF FISK SURVEY, ABSTRACT NO. 5 AND THE GEORGE W. GLASSCOCK SURVEY, ABSTRACT NO. 266

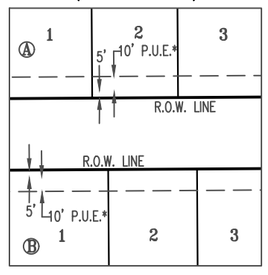
F.E.M.A. MAP NO. 48491C0275E
WILLIAMSON COUNTY, TEXAS AND INCORPORATED AREAS.
DATED: SEPTEMBER 26, 2008

TOTAL OF LOTS	48
SINGLE FAMILY LOTS:	43
O.S., W.Q.E., D.E., L.S.E., & P.U.E.	1
O.S., L.S.E, & P.U.E. LOTS:	4

ROAD TABLE

STREET NAMES	LINEAR FOOTAGE	R.O.W. WIDTH	PAVEMENT WIDTH	DESIGN SPEED	DESIGNATION	CLASSIFICATION
BORREGO BEND	757'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
LAS POSAS DRIVE	1,035'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
PLATFORM PARKWAY	1,511'	60' R.O.W.	40' FOC-FOC	35 M.P.H.	PUBLIC	MINOR COLLECTOR
TIERRA ROSA BOULEVARD	509'	64' R.O.W.	48' FOC-FOC	35 M.P.H.	PUBLIC	COLLECTOR
TRICIA COURT	370'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
TOTAL	4,182'					

10' P.U.E. *TYPICAL DETAIL
(NOT TO SCALE)



BM 1:
CAPPED 1/2 INCH IRON ROD SET STAMPED "CONTROL".
N=10213061.55, E=3086288.47
ELEVATION=994.59' (NAVD '88)

BM 2
CAPPED 1/2 INCH IRON ROD SET STAMPED "CONTROL".
N=10212921.80, E=3087472.15
ELEVATION=979.80' (NAVD '88)

SHEET NO. 1 OF 4

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

J:\AC3D\5487\Survey\FINAL PLAT – SANTA RITA RANCH PHASE 7B, SECTION 1.dwg

SANTA RITA RANCH PHASE 7B, SECTION 1
FINAL PLAT

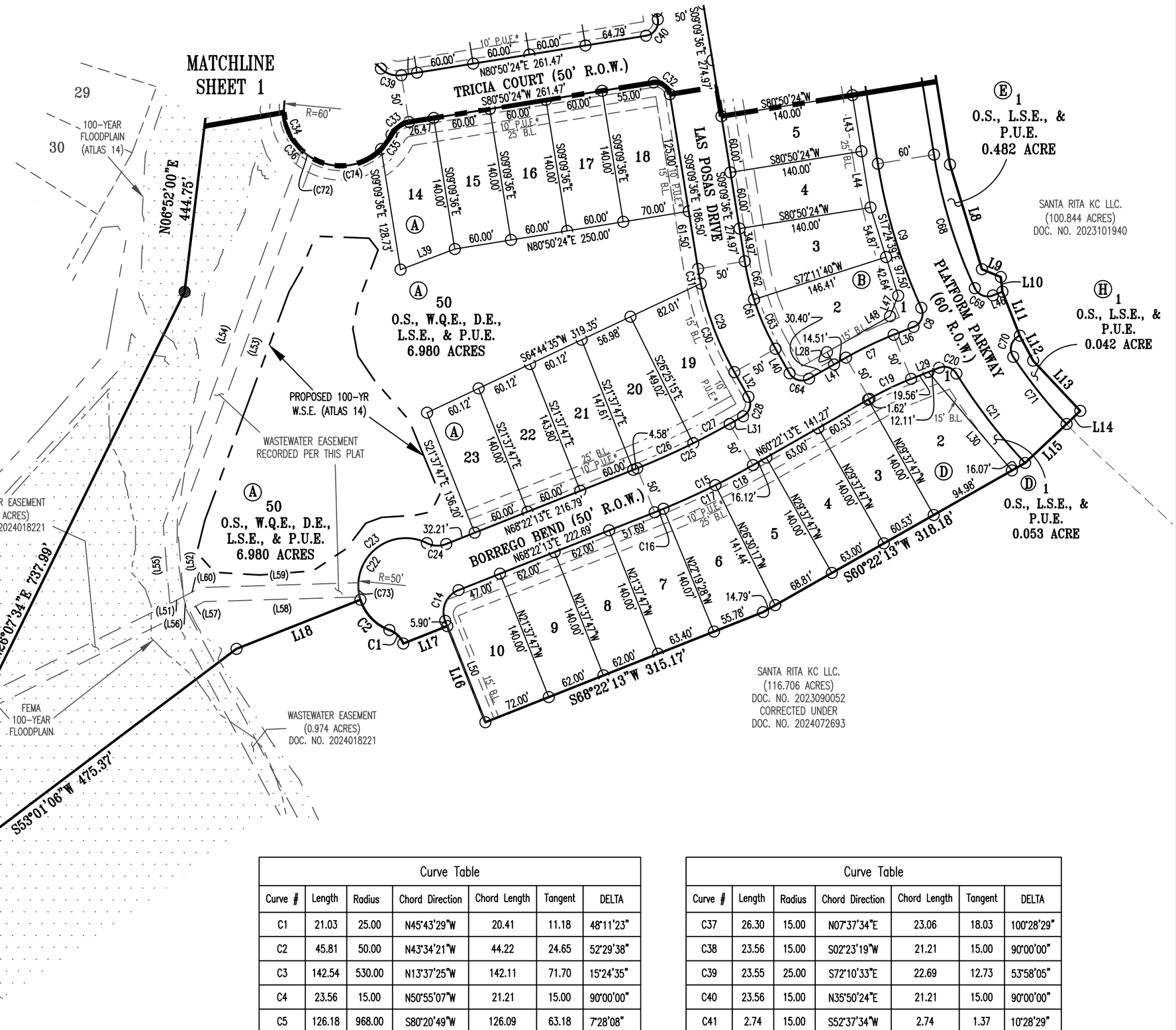
LEGEND

- BENCHMARK
- CAPPED 1/2" IRON ROD FOUND STAMPED "CBD SETSTONE"
- CAPPED 1/2" IRON ROD SET STAMPED "CBD SETSTONE"
- 1 LOT NUMBER
- (A) BLOCK DESIGNATION
- B.L. BUILDING SETBACK LINE
- P.U.E. PUBLIC UTILITY EASEMENT
- W.Q.E. WATER QUALITY EASEMENT
- D.E. DRAINAGE EASEMENT
- L.S.E. LANDSCAPE EASEMENT
- O.S. OPEN SPACE
- PROPOSED 100 YEAR FLOODPLAIN (ATLAS 14)
- FEMA 100-YEAR FLOODPLAIN

GRAPHIC SCALE

0 100 150 200 300

(IN FEET)
1 inch = 100 ft.



Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	21.03	25.00	N45°43'29"W	20.41	11.18	48°11'23"
C2	45.81	50.00	N43°34'21"W	44.22	24.65	52°29'38"
C3	142.54	530.00	N13°37'25"W	142.11	71.70	15°24'35"
C4	23.56	15.00	N50°55'07"W	21.21	15.00	90°00'00"
C5	126.18	968.00	S80°20'49"W	126.09	63.18	7°28'08"
C6	23.95	15.00	N57°38'48"W	21.49	15.39	91°28'55"
C7	55.85	400.00	S64°22'13"W	55.81	27.97	8°00'00"
C8	24.28	15.00	N22°00'01"E	21.71	15.74	92°44'24"
C9	159.28	600.00	S16°45'54"E	158.81	80.11	15°12'36"
C10	222.09	470.00	N22°41'49"W	220.03	113.16	27°04'26"
C11	339.42	530.00	S24°15'54"E	333.65	175.76	36°41'34"
C12	134.53	1032.00	S80°20'49"W	134.43	67.36	7°28'08"
C13	196.87	530.00	N31°58'12"W	195.74	99.58	21°16'59"
C14	39.27	25.00	S23°22'13"W	35.36	25.00	90°00'00"
C15	115.19	825.00	N64°22'13"E	115.10	57.69	8°00'00"
C16	10.00	825.00	S68°01'22"W	10.00	5.00	0°41'41"
C17	60.19	825.00	S65°35'08"W	60.18	30.11	4°10'49"
C18	45.00	825.00	S61°55'58"W	44.99	22.50	3°07'31"
C19	48.87	350.00	S64°22'13"W	48.83	24.47	8°00'00"
C20	20.88	15.00	N71°45'11"W	19.23	12.53	79°45'12"
C21	119.26	600.00	S37°34'14"E	119.06	59.83	11°23'18"
C22	162.65	50.00	S23°22'13"W	99.85	897.21	186°22'46"
C23	116.84	50.00	S49°37'02"W	92.01	117.47	133°53'08"
C24	21.03	25.00	S87°32'06"E	20.41	11.18	48°11'23"
C25	108.21	775.00	N64°22'13"E	108.12	54.19	8°00'00"
C26	64.81	775.00	N65°58'29"E	64.79	32.42	4°47'28"
C27	43.40	775.00	N61°58'29"E	43.40	21.71	3°12'32"
C28	23.56	15.00	N15°22'13"E	21.21	15.00	90°00'00"
C29	116.11	325.00	S19°23'41"E	115.49	58.68	20°28'11"
C30	100.36	325.00	N20°47'01"W	99.96	50.58	17°41'33"
C31	15.75	325.00	N10°32'55"W	15.75	7.88	2°46'38"
C32	23.56	15.00	N54°09'36"W	21.21	15.00	90°00'00"
C33	23.55	25.00	S53°51'22"W	22.69	12.73	53°58'05"
C34	301.53	60.00	S09°09'36"E	70.59	43.64	287°56'10"
C35	18.89	60.00	S35°53'30"W	18.81	9.52	18°02'22"
C36	189.26	60.00	N44°43'31"W	120.00	9460.35	180°43'36"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C37	26.30	15.00	N07°37'34"E	23.06	18.03	100°28'29"
C38	23.56	15.00	S02°23'19"W	21.21	15.00	90°00'00"
C39	23.55	25.00	S72°10'33"E	22.69	12.73	53°58'05"
C40	23.56	15.00	N35°50'24"E	21.21	15.00	90°00'00"
C41	2.74	15.00	S52°37'34"W	2.74	1.37	10°28'29"
C42	21.03	25.00	N81°57'30"E	20.41	11.18	48°11'23"
C43	162.65	50.00	S12°51'48"W	99.85	897.21	186°22'46"
C44	44.13	50.00	N80°46'14"E	42.71	23.62	50°33'54"
C45	41.15	50.00	N31°54'36"E	40.00	21.82	47°09'23"
C46	41.90	50.00	N15°40'34"W	40.69	22.27	48°00'57"
C47	35.47	50.00	N60°00'18"W	34.73	18.52	40°38'32"
C48	21.03	25.00	N56°13'53"W	20.41	11.18	48°11'23"
C49	190.48	475.00	N20°38'54"W	189.21	96.54	22°58'36"
C50	148.96	475.00	N18°08'38"W	148.35	75.10	17°58'04"
C51	41.52	475.00	S29°37'56"E	41.51	20.78	5°00'31"
C52	63.10	60.00	S75°46'05"W	60.24	34.82	60°15'37"
C53	30.27	60.00	N59°38'48"W	29.95	15.47	28°54'36"
C54	57.30	525.00	S24°47'38"E	57.27	28.68	6°15'13"
C55	38.63	525.00	S30°01'43"E	38.62	19.32	4°12'58"
C56	210.53	525.00	N20°38'54"W	209.13	106.70	22°58'36"
C57	39.27	25.00	S12°51'48"W	35.36	25.00	90°00'00"
C58	22.49	15.00	N79°11'07"W	20.44	13.96	85°54'10"
C59	57.30	525.00	S18°32'25"E	57.27	28.68	6°15'13"
C60	57.30	525.00	S12°17'12"E	57.27	28.68	6°15'13"
C61	98.25	275.00	S19°23'41"E	97.73	49.65	20°28'11"
C62	41.50	275.00	S13°28'58"E	41.46	20.79	8°38'44"
C63	56.75	275.00	S23°43'04"E	56.65	28.48	11°49'27"
C64	23.56	15.00	S74°37'47"E	21.21	15.00	90°00'00"
C65	23.56	15.00	S39°04'53"W	21.21	15.00	90°00'00"
C66	300.99	470.00	S24°15'54"E	295.87	155.86	36°41'34"
C67	309.43	530.00	N25°53'08"W	305.06	159.27	33°27'05"
C68	147.78	540.00	S17°00'00"E	147.32	74.36	15°40'48"
C69	22.72	15.00	S68°14'06"E	20.61	14.18	86°47'23"
C70	26.71	15.00	S17°21'23"W	23.32	18.53	102°01'39"
C71	90.60	540.00	S38°27'50"E	90.50	45.41	9°36'48"

Line Table		
Line #	Length	Direction
L1	76.99	S51°25'05"E
L2	79.00	S05°55'07"E
L3	150.45	S10°48'54"E
L4	158.41	S29°07'12"E
L5	78.98	S31°23'30"E
L6	77.47	S23°14'33"E
L7	78.87	S16°04'28"E
L8	115.39	S16°58'29"E
L9	21.58	S67°39'23"E
L10	15.58	S05°57'48"E
L11	50.00	S21°37'47"E
L12	29.81	S28°03'10"E
L13	72.64	S43°11'16"E
L14	19.97	S46°07'38"W
L15	60.00	S46°47'17"W
L16	109.10	N21°37'47"W
L17	50.00	S68°22'13"W
L18	140.73	S68°22'13"W
L19	129.83	N37°09'51"E
L20	110.14	N04°10'46"E
L21	100.30	N07°27'11"W
L22	139.36	N66°56'35"E
L23	103.86	N45°48'31"E
L24	103.86	N03°09'16"E
L25	29.17	N82°35'14"E

Line Table		
Line #	Length	Direction
L26	28.63	N05°55'07"W
L27	64.00	N13°23'15"W
L28	15.00	S29°37'47"E
L29	31.68	S68°22'13"W
L30	136.24	N40°19'16"W
L31	16.36	N60°22'13"E
L32	29.98	S29°37'47"E
L33	8.47	S09°09'36"E
L35	77.54	S32°08'12"E
L36	22.57	N68°22'13"E
L37	83.44	S32°08'12"E
L38	29.47	S85°09'59"E
L39	61.25	S69°14'15"W
L40	29.98	S29°37'47"E
L41	44.91	S60°22'13"W
L42	60.00	S09°09'36"E
L43	60.00	S09°09'36"E
L44	60.00	S09°09'36"E
L45	28.63	S05°55'07"E
L46	10.70	N68°22'13"E
L47	23.35	N21°28'47"E
L48	76.54	N60°22'13"E
L49	164.87	S42°36'41"E
L50	115.00	N21°37'47"W
L61	58.90	S32°31'26"E

Easement Line Table		
Line #	Length	Direction
(L51)	16.27	N62°25'47"E
(L52)	72.72	N04°48'21"W
(L53)	414.83	N20°11'59"E
(L54)	422.11	S20°13'23"W
(L55)	82.74	S04°48'21"E
(L56)	15.50	S13°33'23"E
(L57)	20.74	N61°50'48"E
(L58)	164.10	N88°16'33"E
(L59)	166.71	S88°16'33"W
(L60)	20.36	S61°50'54"W

Line Table		
Line #	Length	Direction
L62	21.28	S77°19'49"E
L63	121.55	S57°51'48"W
L64	15.00	S32°08'12"E

Easement Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
(C72)	15.65	60.00	N53°43'13"W	15.61	7.87	14°56'55"
(C73)	15.08	50.00	N05°12'08"W	15.03	7.60	17°17'09"
(C74)	77.38	60.00	S81°51'30"W	72.13	45.13	73°53'39"

SHEET NO. 2 OF 4

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

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SANTA RITA RANCH PHASE 7B, SECTION 1
FINAL PLAT

METES AND BOUNDS

BEING ALL OF THAT CERTAIN 23.542 ACRE TRACT OF LAND SITUATED IN THE GEORGE W. GLASSCOCK SURVEY, ABSTRACT NUMBER 266, AND THE GREENLEAF FISK SURVEY, ABSTRACT NUMBER 5, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 59.909 ACRE TRACT OF LAND CONVEYED TO SANTA RITA KC, LLC., BY DEED RECORDED IN DOCUMENT NUMBER 2023033962, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), A PORTION OF A CALLED 116.706 ACRE TRACT OF LAND CONVEYED TO SANTA RITA KC, LLC, BY DEED RECORDED IN DOCUMENT NUMBER 2024072693, O.P.R.W.C.TX., A PORTION OF A CALLED 100.844 ACRE TRACT OF LAND CONVEYED TO SANTA RITA KC, LLC BY DEED RECORDED IN DOCUMENT NUMBER 2023101940, O.P.R.W.C.TX., AND ALL OF A CALLED 0.569 ACRE TRACT OF LAND CONVEYED TO SANTA RITA KC, LLC. BY DEED RECORDED IN DOCUMENT NUMBER 2023085782, O.P.R.W.C.TX., SAID 23.542 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS,

BEGINNING, AT A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" AT THE NORTHEAST TERMINUS POINT OF JAMALA PASS (50' R.O.W.) AS DEDICATED BY THE PLAT OF SANTA RITA RANCH PHASE 7A, SECTION 2, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2024011321, O.P.R.W.C.TX., BEING THE NORTHEAST CORNER OF SAID SANTA RITA RANCH PHASE 7A, SECTION 2, ALSO BEING AT THE NORTHWEST CORNER OF SAID 0.569 ACRE TRACT OF LAND, FOR THE NORTHWEST CORNER AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, N76°21'21"E, WITH THE NORTH LINE OF SAID 0.569 ACRE TRACT OF LAND, AND OVER AND ACROSS A CALLED 507.772 ACRE TRACT OF LAND CONVEYED TO SRFV DEVELOPMENT, LLC. BY DEED RECORDED IN DOCUMENT NUMBER 2020153944, O.P.R.W.C.TX., A DISTANCE OF 479.17 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" AT THE NORTHEAST CORNER OF SAID 0.569 ACRE TRACT OF LAND, BEING AT THE NORTHWEST CORNER OF SAID 100.844 ACRE TRACT OF LAND, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, OVER AND ACROSS SAID 100.844 ACRE TRACT OF LAND, THE FOLLOWING TWO (2) COURSES AND DISTANCES, NUMBERED 1 AND 2,

1) S51°25'05"E, A DISTANCE OF 76.99 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, AND
2) S05°55'07"E, PASSING THE NORTHEAST CORNER OF SAID 116.706 ACRE TRACT OF LAND, AND CONTINUING WITH THE COMMON LINE OF SAID 100.844 ACRE TRACT OF LAND AND SAID 116.706 ACRE TRACT OF LAND, A DISTANCE OF 79.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,

THENCE, OVER AND ACROSS SAID 100.844 ACRE TRACT OF LAND, THE FOLLOWING TEN (10) COURSES AND DISTANCES, NUMBERED 1 THROUGH 10,

1) S10°48'54"E, A DISTANCE OF 150.45 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
2) S29°07'12"E, A DISTANCE OF 158.41 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
3) S42°16'04"E, A DISTANCE OF 217.93 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
4) S31°23'30"E, A DISTANCE OF 78.98 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
5) S23°14'33"E, A DISTANCE OF 77.47 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
6) S16°04'28"E, A DISTANCE OF 78.87 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
7) S09°09'36"E, A DISTANCE OF 386.93 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
8) S16°58'29"E, A DISTANCE OF 115.39 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
9) S67°39'23"E, A DISTANCE OF 21.58 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, AND
10) S05°57'48"E, A DISTANCE OF 15.58 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" ON THE WEST LINE OF SAID 100.844 ACRE TRACT OF LAND, BEING ON THE EAST LINE OF SAID 116.706 ACRE TRACT OF LAND, FOR CORNER,

THENCE, S21°37'47"E, WITH THE COMMON LINE OF SAID 100.844 ACRE TRACT OF LAND AND SAID 116.706 ACRE TRACT OF LAND, A DISTANCE OF 50.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,

THENCE, OVER AND ACROSS SAID 100.844 ACRE TRACT OF LAND, THE FOLLOWING THREE (3) COURSES AND DISTANCES, NUMBERED 1 THROUGH 3,

1) S28°03'10"E, A DISTANCE OF 29.81 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
2) S43°11'16"E, A DISTANCE OF 72.64 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, AND
3) S46°07'38"W, A DISTANCE OF 19.97 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" ON THE EAST LINE OF SAID 116.706 ACRE TRACT, BEING ON THE WEST LINE OF SAID 100.844 ACRE TRACT OF LAND, FOR CORNER,

THENCE, OVER AND ACROSS SAID 116.706 ACRE TRACT OF LAND, THE FOLLOWING NONE (9) COURSES AND DISTANCES, NUMBERED 1 THROUGH 9,

1) S46°47'17"W, A DISTANCE OF 60.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
2) S60°22'13"W, A DISTANCE OF 318.18 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
3) S68°22'13"W, A DISTANCE OF 315.17 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
4) N21°37'47"W, A DISTANCE OF 109.10 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
5) S68°22'13"W, A DISTANCE OF 50.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", BEING AT THE BEGINNING OF A CURVE TO THE LEFT,
6) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 21.03 FEET, AND A CHORD THAT BEARS N45°43'29"W, A DISTANCE OF 20.41 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", BEING AT THE BEGINNING OF A CURVE TO THE RIGHT,
7) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 50.00 FEET, AN ARC LENGTH OF 45.81 FEET, AND A CHORD THAT BEARS N43°34'21"W, A DISTANCE OF 44.22 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
8) S68°22'13"W, A DISTANCE OF 140.73 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, AND
9) S53°01'06"W, A DISTANCE OF 475.37 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" AT A CORNER ON THE NORTH LINE OF A CALLED 118.212 ACRE TRACT OF LAND CONVEYED TO SANTA RITA KC, LLC BY DEED RECORDED IN DOCUMENT NUMBER 2023033961, O.P.R.W.C.TX., BEING AT THE SOUTHEAST CORNER OF LOT 65, BLOCK E, SANTA RITA RANCH PHASE 7A, SECTION 3, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2024014913, O.P.R.W.C.TX., SAME BEING ON THE WEST LINE OF SAID 116.706 ACRE TRACT OF LAND, FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, WITH THE WEST LINE OF SAID 116.706 ACRE TRACT OF LAND, WITH THE EAST LINE OF SAID SANTA RITA RANCH PHASE 7A, SECTION 3, WITH THE EAST LINE OF SANTA RITA RANCH PHASE 7A, SECTION 1, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2023104058, O.P.R.W.C.TX., AND WITH THE EAST LINE OF SAID SANTA RITA RANCH PHASE 7A, SECTION 2, THE FOLLOWING SIXTEEN (16) COURSES AND DISTANCES, NUMBERED 1 THROUGH 16,

1) N26°07'34"E, A DISTANCE 737.99 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER,
2) N06°52'00"E, A DISTANCE OF 444.75 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER,
3) N37°09'51"E, A DISTANCE OF 129.83 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER,
4) N04°10'46"E, A DISTANCE OF 110.14 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER,
5) N07°27'11"W, A DISTANCE OF 100.30 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER,
6) N66°56'35"E, A DISTANCE OF 139.36 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER,
7) N45°48'31"E, A DISTANCE OF 103.86 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER,
8) N03°09'16"E, A DISTANCE OF 103.86 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER,
9) N82°35'14"E, A DISTANCE OF 29.17 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE", BEING AT THE BEGINNING OF A CURVE TO THE RIGHT,
10) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 530.00 FEET, AN ARC LENGTH OF 142.54 FEET, AND A CHORD THAT BEARS N13°37'25"W, A DISTANCE OF 142.11 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER,
11) N05°55'07"W, A DISTANCE OF 28.63 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE", BEING AT THE BEGINNING OF A CURVE TO THE LEFT,
12) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.56 FEET, AND A CHORD THAT BEARS N50°55'07"W, A DISTANCE OF 21.21 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER,
13) S84°04'53"W, A DISTANCE 288.73 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE", BEING AT THE BEGINNING OF A CURVE TO THE LEFT,
14) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 968.00 FEET, AN ARC LENGTH OF 126.18 FEET, AND A CHORD THAT BEARS S80°20'49"W, A DISTANCE OF 126.09 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" AT THE SOUTH TERMINUS CORNER OF TIERRA ROSA BOULEVARD (64' R.O.W.), BEING AT A CORNER ON THE NORTH LINE OF LOT 1, BLOCK E, SAID SANTA RITA RANCH PHASE 7A, SECTION 2,
15) N13°23'15"W, A DISTANCE OF 64.00 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" AT THE NORTH TERMINUS CORNER OF SAID TIERRA ROSA BOULEVARD, BEING AT THE BEGINNING OF A CURVE TO THE RIGHT,
16) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.95 FEET, AND A CHORD THAT BEARS N57°38'48"W, A DISTANCE OF 21.49 FEET TO THE POINT OF BEGINNING, AND CONTAINING 23.542 ACRES OF LAND.

GENERAL:

1. BASIS OF BEARINGS – TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83 ELEVATION DATUM – NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD '88) GEOID 12B.
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.
4. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
5. DRIVEWAY MAINTENANCE WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER. IF OBSTRUCTIONS OCCUR WITHIN THE DRIVEWAY CULVERT, THE COUNTY RESERVES THE RIGHT TO CLEAR OBSTRUCTIONS THAT ARE CAUSING ADVERSE IMPACTS TO THE ROADWAY.

DRAINAGE AND FLOODPLAIN:

1. EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS, THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT OF ELEVATION THAT IS LOCATED WITH FIVE FEET OUTSIDE THE PERIMETER IF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
2. A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE OF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THE VICINITY.
3. THE PROPOSED 100–YR WATER SURFACE ELEVATION PER ATLAS 14 SHOWN ON THE PLAT WAS DETERMINED BY A STUDY PREPARED BY CARLSON, BRIGANCE & DOERING, INC. DATED DECEMBER 2, 2022.
4. THIS SUBDIVISION IS SUBJECT TO STORM–WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
5. MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THE ACCEPTED IN THE CONNECTION WITH DRAINAGE OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.
6. ANY PROPOSED DEVELOPMENT THAT OBSTRUCTS OR DIVERTS FLOW WITHIN A DRAINAGE EASEMENT MAY NOT BE PERMITTED AND IS AT THE DISCRETION OF THE FLOODPLAIN ADMINISTRATOR.

WATER AND WASTEWATER:

1. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM.
2. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY.
3. WATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19G/ GEORGETOWN UTILITY SYSTEMS
4. WASTEWATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19G/CITY OF LIBERTY HILL
5. ELECTRIC SERVICE IS PROVIDED BY: PEC

ROADWAY AND RIGHT–OF–WAY:

1. IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNER(S) OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS, OR PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.
2. SIDEWALKS SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION.
3. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.
4. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT–OF–WAY INCLUDING, BUT NOT LIMITED TO LANDSCAPING, IRRIGATION, LIGHTING, CUSTOM SIGNS, ARE PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
5. NO CONSTRUCTION, PLANTING OR GRADING SHALL BE PERMITTED TO INTERFERE WITH SIGHT EASEMENTS BETWEEN THE HEIGHTS OF THREE AND EIGHT FEET AS MEASURED FROM THE CROWNS OF THE ADJACENT STREETS.
6. THE OWNER SHALL CREATE A MANDATORY HOMEOWNERS' ASSOCIATION THAT SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND LIABILITY OF ANY LANDSCAPING, IRRIGATION, SIDEWALKS, ILLUMINATION, SUBDIVISION IDENTIFICATION SIGNS, WATER QUALITY FEATURES, ETC. PLACED WITHIN THE WILLIAMSON COUNTY RIGHT–OF–WAY. THIS ASSOCIATION SHALL HAVE ASSESSMENT AUTHORITY TO ENSURE THE PROPER FUNDING FOR MAINTENANCE.

EXISTING EASEMENTS NOTE:

THERE ARE EASEMENTS OF RECORD AS LISTED ON THE TITLE REPORT ISSUED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. 2415568–COM, EFFECTIVE DATE APRIL 25, 2024 THAT ARE NOT SHOWN ON THE PLAT, AS FOLLOWS:

COMMUNICATION LINES EASEMENT RECORDED IN VOLUME 1106, PAGE 591, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS
– DOES AFFECT SUBJECT PROPERTY, NOT PLOTTABLE.

ELECTRIC EASEMENT RECORDED IN DOCUMENT NUMBER 2018079463, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
– DOES AFFECT SUBJECT PROPERTY, NOT PLOTTABLE.

UTILITY EASEMENT RECORDED IN DOCUMENT NUMBER 2020067322, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
– MAY AFFECT SUBJECT PROPERTY, NOT PLOTTABLE.

UTILITY EASEMENT RECORDED IN DOCUMENT NUMBER 2021048786, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
– MAY AFFECT SUBJECT PROPERTY, NOT PLOTTABLE.

UTILITY EASEMENT RECORDED IN DOCUMENT NUMBER 2021104263, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
– MAY AFFECT SUBJECT PROPERTY, NOT PLOTTABLE.

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

J:\AC3D\5487\Survey\FINAL PLAT – SANTA RITA RANCH PHASE 7B, SECTION 1.dwg

SANTA RITA RANCH PHASE 7B, SECTION 1
FINAL PLAT

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON §

I, JAMES EDWARD HORNE, VICE PRESIDENT, SANTA RITA KC, LLC, OWNER OF THAT CERTAIN CALLED 116.706 ACRE TRACT OF LAND CONVEYED IN DOCUMENT NUMBER 2023090052, CORRECTED IN DOCUMENT NUMBER 2024072693, BOTH OF THE OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, OWNER OF THAT CALLED 0.569 ACRE TRACT OF LAND CONVEYED IN DOCUMENT NUMBER 2023085782, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, THAT CALLED 59.909 ACRE TRACT OF LAND CONVEYED IN DOCUMENT NUMBER 2023033962, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AND THAT CALLED 100.844 ACRE TRACT OF LAND CONVEYED IN DOCUMENT NUMBER 2023101940, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SITUATED IN THE GREENLEAF FISK SURVEY, ABSTRACT NUMBER 5, AND THE GEORGE W. GLASSCOCK SURVEY, ABSTRACT NO. 266, WILLIAMSON COUNTY, TEXAS, AS SHOWN HEREON, AND DO HEREBY SUBDIVIDE SAID 23.542 ACRE TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS,

"SANTA RITA RANCH PHASE 7B, SECTION 1 FINAL PLAT"

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 3 DAY OF April, 20 25.

SANTA RITA KC, LLC.
A TEXAS LIMITED PARTNERSHIP

BY: MREM TEXAS MANAGER, LLC,
A DELAWARE LIMITED LIABILITY COMPANY, ITS MANAGER

BY: _____
JAMES EDWARD HORNE, VICE PRESIDENT
4700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON §

BEFORE ME THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JAMES EDWARD HORNE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 3 DAY OF April, 20 25 A.D.

Ashley Cuellar Sousa
NOTARY PUBLIC IN AND FOR WILLIAMSON COUNTY, TEXAS

ASHLEY CUELLAR SOUSA
Notary Public, State of Texas
My Commission Expires
May 16, 2026
NOTARY ID 13376154-3

CONSENT OF MORTGAGEE

THE UNDERSIGNED, BEING THE SOLE OWNER AND HOLDER OF TWO DEED OF TRUST LIENS SECURED BY THE PROPERTY, THE FIRST DATED OCTOBER 31, 2013 RECORDED AS DOCUMENT NO. 2013103003 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SECURING A NOTE OF EVEN DATE THEREWITH, AND THE SECOND DATED JANUARY 31, 2018 RECORDED AS DOCUMENT NO. 2018009177, SECURING A NOTE OF EVEN DATE THEREWITH, EXECUTES THIS DECLARATION SOLELY FOR THE PURPOSES OF EVIDENCING ITS CONSENT TO THE TERMS AND PROVISIONS HEREOF.

INTERNATIONAL BANK OF COMMERCE,
A TEXAS BANKING ASSOCIATION

BY: _____
PRINTED NAME: JASON RANGEL
TITLE: SENIOR VICE PRESIDENT

STATE OF TEXAS
COUNTY OF Travis

BEFORE ME ON THIS DAY PERSONALLY APPEARED Jason Rangel, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 28th DAY OF March, A.D., 2025.

BY: _____
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: Anais Baena

MY COMMISSION EXPIRES 07-21-2027

ANAIS BAENA
Notary Public, State of Texas
Commission Expires 07-21-2027
Notary ID 134468645

THIS FLOOD STATEMENT, AS DETERMINED BY A H.U.D.-F.I.A. FLOOD INSURANCE RATE MAP, DOES NOT IMPLY THAT THE PROPERTY OR THE IMPROVEMENTS THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR, AND FLOOD HEIGHTS MAY INCREASE BY MAN-MADE OR NATURAL CAUSES.

THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF ENGINEER OR SURVEYOR.

STATE OF TEXAS:

COUNTY OF TRAVIS:

A PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE COMMUNITY PANEL #48491C0275E, EFFECTIVE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.

I, STEVEN P. CATES, P.E., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMPLIES WITH THE REQUIREMENTS OF WILLIAMSON COUNTY.

ENGINEERING BY: _____ 4/3/2025
STEVEN P. CATES, P.E. NO. 93648 DATE
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE,
AUSTIN, TEXAS 78749

STATE OF TEXAS
STEVEN P. CATES
93648
LICENSED
PROFESSIONAL ENGINEER

CARLSON, BRIGANCE, & DOERING, INC.
ID # F3791

STATE OF TEXAS:

COUNTY OF TRAVIS:

I, ERIC J. DANNHEIM, R.P.L.S., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMPLIES WITH THE WILLIAMSON COUNTY SUBDIVISION ORDINANCE. ALL EASEMENTS OF RECORD AS LISTED ON THE TITLE REPORT ISSUED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. 2415568-COM, EFFECTIVE DATE APRIL 25, 2024 ARE SHOWN OR NOTED ON THE PLAT.

SURVEYED BY: _____ 4/7/25
ERIC J. DANNHEIM, R.P.L.S. NO. 6075 DATE
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE,
AUSTIN, TEXAS 78749
Edannheim@cbdeng.com

STATE OF TEXAS
REGISTERED
ERIC J. DANNHEIM
6075
PROFESSIONAL
LAND SURVEYOR

_____ 4/7/2025
BY: MCKENZI HICKS DATE
DIRECTOR OF PLANNING
CITY OF LIBERTY HILL, TEXAS

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 3 DAY OF April, 2025 A.D.

_____
WILLIAMSON COUNTY ADDRESSING COORDINATOR
WILLIAMSON COUNTY, TEXAS

Cindy Bridges
PRINTED NAME

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON §

I, _____, COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND THAT THIS PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

_____ _____
DATE

BY: _____

TITLE: _____
WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON §

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20____ A.D., AT _____ O'CLOCK, _____.M., AND DULY RECORDED THIS THE_____ DAY OF _____, 20_____ A.D., AT _____ O'CLOCK, _____.M. IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT NO. _____.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____, DEPUTY

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

J:\AC3D\5487\Survey\FINAL PLAT - SANTA RITA RANCH PHASE 7B, SECTION 1.dwg

Commissioners Court - Regular Session **51.**

Meeting Date: 04/15/2025

Williamson County MUD No 62

Submitted For: Adam Boatright **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the submission of a formal protest/request for a contested case hearing and written comments, information and recommendations by legal counsel for Williamson County to the Texas Commission on Environmental Quality relating to a petition for the creation of Williamson County MUD No. 62.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

TCEQ Comment Letter - Williamson County MUD 62

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/10/2025 11:52 AM
Form Started By: Adam Boatright		Started On: 04/10/2025 11:42 AM
Final Approval Date: 04/10/2025		

Williamson County Courthouse
710 Main Street, Georgetown, TX 78626
512.943.1100
wilcotx.gov

APRIL 15, 2025

OFFICE OF THE CHIEF CLERK
TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
MC-105, TCEQ
P.O. BOX 13087
AUSTIN, TX 78711-3087

RE: WILLIAMSON COUNTY MUD NO. 62
TCEQ INTERNAL CONTROL NO. D01172025027
CN: 606345742 RN: 112125554

To Whom It May Concern:

Williamson County writes in response to your notice dated February 5, 2025, copy attached, regarding the submission of a petition for the creation of the above-referenced Williamson County MUD No. 62 of Williamson County ("District"). The County opposes the creation of the proposed District unless certain conditions are met.

The County is requesting a contested case hearing.

The County understands that this is a formal protest proceeding and tenders its opinion, findings, conclusions, and any other information that would assist the TCEQ.

The County has authority over various functions – including but not limited to transportation, emergency services, and health and safety – that may be affected by the creation of the District and that the petition fails to take into account. See, e.g., Tex. Local Gov't Code §§ 232.001-.011 (county authority for road construction in subdivisions as well as other subdivision regulations); Tex. Local Gov't Code § 251.003 (county order and rulemaking authority for roads); Tex. Local Gov't Code, Chapter 233, Subchapter C (fire code in unincorporated areas); Tex. Local Gov't Code, Chapter 232, Subchapter E (infrastructure planning provisions in certain urban counties); Texas Local Gov't Code, Chapter 233, Subchapter B (building and set back lines); Tex. Local Gov't Code, Chapter 233, Subchapter E (fire code in unincorporated area); Tex. Local Gov't Code, Chapter 418 (emergency management); Tex. Transp. Code § 251.016 (general control over roads, highways and bridges); Tex. Transp. Code, Chapter 254 (drainage on public roads). Thus, the County has statutory authority under state law over numerous issues contemplated by this petition and is, therefore, an affected person. 30 Tex. Admin. Code § 55.256(b).

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For example, the County notes that, in your notice item (4), the District seeks traditional road powers including:

> "(4) purchase, construct, acquire, maintain, own, operate, repair, improve, and extend such additional facilities, including roads, parks and recreation facilities, systems, plants, and enterprises as shall be consistent with all of the purposes for which the proposed District is created."

However, the District does not state that it will not convey the road, particularly the maintenance, to the County without limitation. Considering the recent legislative changes outlined below, the County no longer accepts roads from newly created MUDs into the County's maintenance system.

Since the 2017 and 2019 legislative sessions effectively ended unilateral annexations by cities, the fiscal burden of developmental control has fallen on counties in general. Historically in Williamson County, MUD creation included agreements between the County and the neighboring municipality that would lead to annexation of that MUD by the municipality after a stated time period, thus limiting the financial exposure of the County in relation to the MUDs. Now however, despite this legislatively created increase in financial exposure to the County by limiting the ability of cities to annex MUDs, the current tax laws cap county tax rates to such a degree that the ability to address growth by counties is severely hampered. Because of these fiscal constraints, new residents of the County, such as those residing in this proposed District, should not shift the cost of development onto the current residents and the County's position and recommendation is that the proposed District help bear the continued cost of its development. This is consistent with recent efforts by the County to share costs between the County and legislatively created MUDs through the enacting legislation and/or Consent and Development Agreements.

For legislatively created MUDs, Williamson County, with the help of Senator Schwertner, has addressed this increased fiscal burden on the County by successfully negotiating Consent and Development Agreements that provide cost sharing between the County, the property developer/owner, and the MUD. The following paragraph from such agreements include standard terms relating to roads and the County argues should also apply to the TCEQ created MUDs for equity and public health and safety:

> ROADS
>
> The County has adopted a Long-Range Transportation Plan ("LRTP") which provides for the planning and future construction of certain road corridors within the County ("Corridor Project"). The County request that the Owner will convey, or cause to be conveyed, by special warranty deed, in fee simple and free and clear of all liens and encumbrances, to County, at no cost to the County, 100% of the right-of-way required for any roads which are shown within the boundaries of the Land as Corridor Projects in the LRTP within either 30 days after the final alignment for any Corridor Project is set; or, in the case that a final alignment for any Corridor Project has not been set, prior to the approval of any preliminary plat containing any Corridor Project within or directly adjacent to the Land.
>
> Furthermore, the Owner will dedicate to the County, in fee simple and free and clear of all liens and encumbrances, at no cost to the County, through plat or otherwise, as determined by the County, 100% of the right-of-way required for any roads which are

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shown within the boundaries of the Land as arterial roadways ("Arterial(s)") in the LRTP. The County agrees that it or another governmental entity will be responsible for the design and construction of any Corridor Project and paying the cost for same. The District shall be solely responsible for any maintenance, repair or reconstruction or both of any Subdivision Road, including paying the cost for same, and, except for traffic operations, the County shall not be responsible those items.

Additionally, MUDs will place an even greater burden on law enforcement, emergency medical, fire and animal control services that are already very strained in the county and that, not only will the health and safety of the residents of the developer's MUD be affected, all other residents for which the county provides such services will also be affected. The first MUD in Williamson County came in 1974 and in the last 10 years the number of MUDs has almost doubled versus the previous 38 years, growing from 41 MUDs to 80 and acreage has increased by 15,620 acres (72% increase) in the last 10 years. In the last 20 years the numbers of MUDs have grown by 627% (from 11 to 80 MUDs) and acreage has grown by 319% (8,926 to 37,373 acres). The burden is too great on the County without the long- term commitment of the MUDS to also bear the burden of growth on the services normally provided by cities and now attempting to be shifted to the County.

In conclusion, the County believes that all MUDs created within the County should have the same or similar provisions that are set out in the County's Consent and Development Agreements regardless of whether they are created by the Legislature or created by the TCEQ. Therefore, the provisions required in either the legislation or Consent and Development Agreements should also be included in a TCEQ created MUD, thus allowing all County residents, especially those living in MUDs, to be treated fairly and equally.

As referenced above, the County opposes the creation of this MUD and requests a contested case hearing.

Sincerely,

Valerie Covey,
Williamson County Commissioner Precinct 3,
As Presiding Officer of the Williamson County Commissioners Court

Enc.

Commissioners Court - Regular Session **52.**

Meeting Date: 04/15/2025

Resolution - National Telecommunicators Week

Submitted By: Hilary Martin, 911 Communications

Department: 911 Communications

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a resolution to declare the week of April 13-19, 2025 as National Public Safety Telecommunicators Week.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2025 National Telecommunicators Week

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/02/2025 10:10 AM
Form Started By: Hilary Martin		Started On: 04/01/2025 01:53 PM
Final Approval Date: 04/02/2025		

State of Texas

County of Williamson

Know all men by these presents:

THAT ON THIS, the 15th day of April 2025, the Commissioners Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, with the following members present;

Steven Snell, County Judge
Terry Cook, Commissioner, Precinct One
Cynthia Long, Commissioner, Precinct Two
Valerie Covey, Commissioner, Precinct Three
Russ Boles, Commissioner, Precinct Four

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

RESOLUTION

WHEREAS: Williamson County serves as the County Government for the people of Williamson County. Its emergency communications system serves 15 law enforcement agencies, Williamson County Emergency Medical Services, and 11 fire departments.

WHEREAS: Williamson County is committed to providing the highest quality emergency communications system and services to the citizens of the region; and

WHEREAS: Williamson County recognizes the professional and unending services of the nearly 60 telecommunicators who answer 9-1-1 calls on a daily basis; and

WHEREAS: The 9-1-1 telecommunicators are the link between people calling for help in an emergency situation and the emergency response agencies who arrive on the scene; and

WHEREAS: The 9-1-1 telecommunicators are the true first responders and backbone of the 9-1-1 system; and

WHEREAS: Williamson County telecommunicators all undergo a rigorous 12-week academy and months of on the job training to best serve the citizens of Williamson County; and

WHEREAS: The Governor of the State of Texas has historically acknowledged the second full week of April as National Telecommunicator Week.

NOW THEREFORE BE IT RESOLVED: That on behalf of the telecommunicators in Williamson County, the Commissioners Court of Williamson County does hereby declare the week of April 13-19,2025, as National Public Safety Telecommunicators Week.

RESOLVED THIS 15th DAY OF APRIL, 2025

Attest:_____
Nancy E. Rister
Williamson County Clerk

_____
County Judge or Presiding Officer

Commissioners Court - Regular Session **53.**

Meeting Date: 04/15/2025

Proclamation-ACO Appreciation Week for 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 Proclamation recognizing April 13-19, 2025 as National Animal Control Officer Appreciation Week.

Background

This week of appreciation is designed to give recognition to the hard working men and women of Animal Care and Control who risk their lives and devote huge amounts of personal time and resources, while they serve the public like other public safety and law enforcement agencies empowered with the same duties. It is a week when communities are encouraged to learn about what the job of Animal Control Officer really entails. Animal Control Officers risk their lives to protect the welfare of helpless animals and pets that are rescued from injury, disease, abuse and starvation. Animal Control Officers also provide the essential community functions of enforcing Animal Control laws, protecting the public from diseases such as rabies and educating the public on the proper care of the community's pets.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ACO Proclamation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/26/2025 03:45 PM
Form Started By: Starla Hall		Started On: 03/22/2025 09:09 PM
Final Approval Date: 03/26/2025		

To recognize National Animal Control Officer Appreciation Week
April 13-19, 2025

WHEREAS, the National Animal Care & Control Association has designated the second week of April each year as National Animal Care and Control Appreciation Week; and

WHEREAS, Animal Control Officers dedicate their careers to protecting the welfare of helpless animals that have been rescued from injury, disease, abuse and starvation; and

WHEREAS, everyday Animal Control Officers provide the essential community functions of enforcing animal control laws, protecting the public from diseases such as rabies, educating the public on the proper care of our community's pets; seek justice in cases of abused, neglected and abandoned animals by conducting humane investigations and protect the welfare of helpless animals and pets from injury, disease and starvation; and

WHEREAS, various federal, state, and local government officials throughout the country take this time to recognize, thank and commend all Animal Control Officers for the dedicated services they provide to the citizens, public safety and public service agencies across the nation; and

WHEREAS, Williamson County recognizes and commends the Animal Control Officers for the many dedicated and long hours of service they perform in providing the highest and most efficient level of customer service to the citizens of our County, and

NOW THEREFORE, BE IT PROCLAIMED that the Commissioners Court of Williamson County, State of Texas, hereby proclaims April 13-19, 2025 as National Animal Control Officer Appreciation Week in Williamson County, Texas and encourages all citizens, public safety and public service agencies to join us in expressing sincere thanks and appreciation for the many long hours of outstanding service and dedication our Animal Control Officers provide throughout the year to assure the safety and welfare of animals and people.

Dated this 15th day of April 2025

_____
Williamson County Judge or Presiding Officer

Commissioners Court - Regular Session **54.**

Meeting Date: 04/15/2025

Recognize Detective Jamel Abdul Aziz being named Community Coach of the Year by the Jr. NBA League

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

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

Agenda Item

Recognize Detective Jamel Abdul-Aziz for being named Community Coach of the Year by the Jr. NBA League.

Background

This month, Detective Jamel Abdul-Aziz was recognized by the San Antonio Spurs organization as the Community Coach of the Year. Detective Aziz is dedicated to assisting our community's youth by mentoring them in sports and life. He coaches basketball, flag football and extreme flag football. He is an example of the extra work our deputies put in within our communities while not in uniform. As a result of winning this award, he will represent Texas as a candidate for National Coach of the Year. The Sheriff's Office is proud of the dedication and passion our deputies put into our communities and would like the Commissioner's Court to recognize Detective Jamel Abdul-Aziz for his achievement.

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	04/09/2025 11:24 AM
Form Started By: Starla Hall		Started On: 04/09/2025 08:31 AM
Final Approval Date: 04/09/2025		

Commissioners Court - Regular Session **55.**

Meeting Date: 04/15/2025

National Donate Life Month Proclamation 2025

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

Department: Commissioner Pct. #1

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action designating April 2025 as National Donate Life Month in Williamson County.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

National Donate Life Month 2025 Proclamation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/09/2025 11:26 AM
Form Started By: Garry Brown		Started On: 04/09/2025 10:46 AM
Final Approval Date: 04/09/2025		

PROCLAMATION

WHEREAS, while National Donate Life Month is a time to bring attention to organ donation, it also highlights the life-changing benefits of eye and tissue donation. It is a time to spotlight the donors who give the gift of life, recipients whose lives have been saved and enhanced, and those who died waiting to receive their gift; and

WHEREAS, in 2024, more than 48,000 transplants from 24,000 donors brought renewed life to patients and their families and communities; and

WHEREAS, more than 100,000 people are waiting on the national transplant waiting list for lifesaving organ transplants, with nearly 60% of patients from multicultural communities, 86% of patients are waiting for a kidney, and 9% are in need of a liver; and

WHEREAS, another person is added to the national organ transplant waiting list every 8 minutes; and

WHEREAS, The Donate Life Texas Registry (www.donatelifetexas.org) is the official registry for organ, eye, and tissue donation in the State of Texas. Just one person who registers their intent to donate their organs, corneas, and tissue might save up to 8 lives through organ donation and save or heal 75 or more through tissue and corneal (eye) donation; and

WHEREAS, as of April 7, 2025, there were 104,727 people on the National Transplant Waiting List (up from 103,223 at this time last year) and 10,719 of them are our fellow Texans (up from 10,206 at this time last year); and

WHEREAS, over 15 million Texans have registered as organ, eye, and tissue donors, on the Donate Life Texas Registry. Using 2020 U.S. Census data, an astonishing 96% of eligible Williamson County residents are registered donors; and

WHEREAS, almost every part of your body can be donated to save and heal. This includes the heart, lungs, liver, kidney, pancreas, and small intestine for organ donation. Tissue grafts including bone, skin, veins, ligaments and tendons, nerves, and heart valves (pediatric and adult), may also be donated, along with corneas; and

WHEREAS, Justices of the Peace provide donation agencies with information that can help donation agencies connect with donor families, so that donation decisions can be honored, and our very own Williamson County JPs do this very effectively.

NOW THEREFORE BE IT RESOLVED, that the Williamson County Commissioners Court hereby proclaims April 2025 as:

"NATIONAL DONATE LIFE MONTH IN WILLIAMSON COUNTY"

And encourage its residents of all ages to register as organ, eye, and tissue donors.

Passed by Commissioners Court and Signed on this date: _____

_____

Valerie Covey, Presiding Officer

On behalf of the Williamson County Commissioners Court Members

Commissioners Court - Regular Session **56.**

Meeting Date: 04/15/2025

Two Lights for Tomorrow Resolution

Submitted By: Connie Odom, Public Information Office

Department: Public Information Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a resolution proclaiming April 18, 2025, as Two Lights for Tomorrow Day in commemoration of the 250th anniversary of the ride of Paul Revere.

Background

America will celebrate its sesquicentennial in 2026. In preparation for this exciting year of celebration, Texas America250 is participating in the Two Lights for Tomorrow initiative on April 18, 2025, commemorating the 250th anniversary of the ride of Paul Revere. Williamson County will shine two lights on the west stairs of the historic courthouse to participate in the program. In addition, the Williamson Museum will have a costumed speaker read the poem The Midnight Ride of Paul Revere on the east steps of the courthouse on Friday, April 18, at 1 p.m.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Two Lights for Tomorrow Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/09/2025 09:28 AM
Public Information Office (Originator)	Connie Odom	04/10/2025 09:17 AM
Form Started By: Connie Odom		Started On: 04/08/2025 08:49 AM
Final Approval Date: 04/10/2025		

State of Texas

County of Williamson

Know all men by these presents:

THAT ON THIS, the 15th day of April 2025, the Commissioners Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, with the following members present;

Terry Cook, Commissioner, Precinct One
Cynthia Long, Commissioner, Precinct Two
Valerie Covey, Commissioner, Precinct Three
Russ Boles, Commissioner, Precinct Four

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

RESOLUTION

WHEREAS, in 1775, colonists in America were angered by British rule and taxation without representation. Among them was a Boston silversmith named Paul Revere, who became a political activist and worked as a courier for the rebellion, riding from Boston to New York to spread information about the colonies; and

WHEREAS, Revere learned of a British plot to arrest revolution leaders Samuel Adams and John Hancock and seize an arms cache in Concord, Massachusetts, and he set out to warn them riding through the night on April 18, 1775. Revere devised a signal system and placed two lanterns on the Old North Church steeple in Boston to alert those on the harbor that the British troops left Boston and were crossing the Charles River; and

WHEREAS, Revere successfully alerted colonists to the attack and a confrontation was held on the Lexington town green. The British attack on Lexington and Concord started the American Revolutionary War which was fought from 1775 to 1783; and

WHEREAS, the United States of America is celebrating its semiquincentennial in 2026, 250 years since the adoption of the Declaration of Independence, to engage, educate, and unite Americans through several programs and special events; and

WHEREAS, April 18, 2025, is the 250th anniversary of Revere's midnight ride. It is being commemorated with the Two Lights for Tomorrow program. The Williamson Museum will have a reading of the poem "The Midnight Ride of Paul Revere" by Henry Wadsworth Longfellow at 1 p.m. on the east side of the courthouse; and

WHEREAS, Williamson County will participate in the Two Lights for Tomorrow program by placing two lights on the historic courthouse on the Georgetown Square, 710 S. Main Street.

NOW, THEREFORE, BE IT RESOLVED THAT the Williamson County Commissioners Court does hereby proclaim April 18, 2025, as Two Lights for Tomorrow Day and encourages all county officials, employees, schools and residents to participate by placing two lights in an office or home window to commemorate the ride of Paul Revere and the start of the American Revolution.

RESOLVED THIS 15th DAY OF APRIL, 2025

Attest:_____
Nancy E. Rister
Williamson County Clerk

_____
Valerie Covey
Presiding Officer

Commissioners Court - Regular Session **57.**

Meeting Date: 04/15/2025

Update from Dan Wegmiller Specialized Public Finance

Submitted For: Julie Kiley **Submitted By:** Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Hear an update from Dan Wegmiller, Financial Advisor, of Specialized Public Finance and take any necessary action with regard to future bond sale(s).

Background

Dan Wegmiller, Financial Advisor, of Specialized Public Finance will be available to provide an overview and update regarding future bond sales.

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	04/10/2025 09:18 AM
Form Started By: Julie Kiley		Started On: 04/09/2025 12:35 PM
Final Approval Date: 04/10/2025		

Commissioners Court - Regular Session **58.**

Meeting Date: 04/15/2025

2024 Annual Comprehensive Financial Report and the Popular Annual Financial Report

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

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Receive, review and discuss the 2024 Annual Comprehensive Financial Report and the Popular Annual Financial Report. Only if necessary, take action regarding the same.

Background

This presentation will be made by Julie Kiley, County Auditor, and Rebecca Goldstein, Partner with Weaver and Tidwell.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2024 Williamson County Governance Letter

2024 Annual Comprehensive Financial Report

2024 Popular Annual Financial Report

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/09/2025 11:51 AM
County Auditor (Originator)	Ganae Hempe	04/09/2025 02:37 PM
County Judge Exec Asst.	Andrea Schiele	04/09/2025 04:38 PM
Form Started By: Ganae Hempe		Started On: 04/09/2025 11:41 AM
Final Approval Date: 04/09/2025		

1601 South MoPac Expressway, Suite D250
Austin, Texas 78746
512-609-1900

March 28, 2025

To Management and the Honorable Commissioners Court
Williamson County, Texas
710 Main Street
Georgetown, Texas 78626

We have audited the basic financial statements of Williamson County, Texas (the County) as of and for the year ended September 30, 2024 and have issued our report thereon dated March 28, 2025. Professional standards require that we advise you of the following matters relating to our audit.

Our Responsibility in Relation to the Financial Statement Audit

As communicated in our engagement letter dated July 8, 2024, our responsibility, as described by professional standards, is to form and express an opinion(s) about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of the County solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

Planned Scope and Timing of the Audit

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

Compliance with All Ethics Requirements Regarding Independence

The engagement team and our firm has complied with all relevant ethical requirements regarding independence.

With respect to any nonaudit/nonattest services we perform as previously communicated to you in the engagement letter, the County acknowledges and understands that the County has the responsibility for (a) making all management decisions and performing all management functions; (b) assigning an individual with suitable skills, knowledge, and experience to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities. Such nonaudit/nonattest services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Audit Standards.*

Significant Risks Identified

We have identified the following significant risks:

- Improper revenue recognition – there is a rebuttable presumption that a significant risk of fraud exists associated with revenue in all audits. We have identified a significant risk of fraud related to the existence, valuation, and cutoff of certain revenue streams due to the potential incentive and ability to manipulate revenue recognition, particularly for tax and grant revenue recognition.
- Management override of internal controls, which includes the risk related to improper or unauthorized recording of journal entries. Due to the magnitude of journal entries posted during the year, we identified a significant risk related to improper or unauthorized recording of journal entries either due to error or fraud.
- Valuation of EMS allowance – We have recognized a significant risk related to management's estimate for the allowance for doubtful accounts related to EMS revenues due its susceptibility to management bias and manipulation.

Identification of significant risks is part of our due diligence during our audit process. These risks were addressed by walking through controls in each respective area and performing substantive detail testing and analytical testing of transactions. Based on the test work performed in these areas, no material misstatements or significant deficiencies or material weaknesses in internal controls were found.

Qualitative Aspects of the Entity's Significant Accounting Practices

Significant Accounting Policies
Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by the County is included in Note 2 to the financial statements. There have been no initial selections of accounting policies and no changes in significant accounting policies or their application during fiscal year 2024. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Significant Accounting Estimates
Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments.

The most sensitive accounting estimate affecting the financial statements is management's estimate of allowance for doubtful accounts. The allowance for doubtful accounts for receivables is based on historical collections and aging of the receivables balance. We evaluated the key factors and assumptions used to develop this estimate and determined that it is reasonable in relation to the basic financial statements taken as a whole and in relation to the applicable opinion units.

Financial Statement Disclosures
The financial statement disclosures are neutral, consistent, and clear.

Significant Difficulties Encountered during the Audit

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

Uncorrected and Corrected Misstatements

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole and each applicable opinion unit.

The attached schedule summarizes uncorrected financial statement misstatements whose effects in the current and prior periods as determined by management are immaterial, both individually and in the aggregate, to the financial statements taken as a whole and each applicable opinion unit.

In addition, professional standards require us to communicate to you all material, corrected misstatements that were brought to the attention of management as a result of our audit procedures. None of the misstatements identified by us as a result of our audit procedures and corrected by management were material, either individually or in the aggregate, to the financial statements taken as a whole or applicable opinion units

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the County's financial statements or the auditor's report. No such disagreements arose during the course of the audit.

Representations Requested from Management

We have requested certain written representations from management, which are included in the representation letter dated March 28, 2025.

Management's Consultations with Other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

Other Significant Matters, Findings, or Issues

In the normal course of our professional association with the County, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, operating and regulatory conditions affecting the entity, and operational plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as the County's auditors.

Other Information in Documents Containing Audited Financial Statements

Pursuant to professional standards, our responsibility as auditors for other information in documents containing the County's audited financial statements does not extend beyond the financial information identified in the audit report, and we are not required to perform any procedures to corroborate such other information. However, in accordance with such standards, with respect to the supplementary information accompanying the financial statements, we made certain inquiries with management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying records used to prepare the financial statements or to the financial statements themselves.

Our responsibility also includes communicating to you any information which we believe is a material misstatement of fact. Nothing came to our attention that caused us to believe that such information, or its manner of presentation, is materially inconsistent with the information, or manner of its presentation, appearing in the financial statements.

This report is intended solely for the information and use of the Commissioners' Court and management of the County and is not intended to be and should not be used by anyone other than these specified parties.

Weaver and Tidwell, L.L.P.

WEAVER AND TIDWELL, L.L.P.

Austin, Texas

Schedule of Uncorrected Misstatements

Account	Description	Debit	Credit
Proposed Journal Entries			
Proposed Journal Entries JE # 3001			
Correctly state NPL and related deferred in/outflows due to other entities			
0906-00-2540	Net Pension Liability	7,273,847	
0906-00-2605	Deferred Inflows of Resources - Pension	3,338,153	
0906-00-1710	Deferred Outflows of Resources - Pension Other		5,256,658
0906-GG-6146	Pension Expense		5,355,342
Total		**10,612,000**	**10,612,000**
Proposed Journal Entries JE # 3002			
Record Transportation AP			
0777-0777-111114	Transportation	1,656,876	
0777-0000-202011	A/P Liability Audit Adj		1,656,876
Total		**1,656,876**	**1,656,876**
All Funds	**Total Proposed Journal Entries**	**12,268,876**	**12,268,876**

Williamson County, Texas

Annual Comprehensive Financial Report
For the Fiscal Year Ended September 30, 2024

Williamson County, Texas
Annual Comprehensive Financial Report
Fiscal Year Ended September 30, 2024
Principal Officials

County Judge	Bill Gravell Jr.
Commissioner, Precinct 1	Terry Cook
Commissioner, Precinct 2	Cynthia Long
Commissioner, Precinct 3	Valerie Covey
Commissioner, Precinct 4	Russ Boles
County Auditor	Julie M. Kiley
Tax Assessor-Collector	Larry Gaddes
County Clerk	Nancy Rister
County Attorney	Doyle "Dee" Hobbs
County Treasurer	D. Scott Heselmeyer
District Clerk	Lisa David
District Attorney	Shawn Dick
Sheriff	Mike Gleason

Official Issuing Report
Julie M. Kiley
County Auditor

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Williamson County, Texas

Annual Comprehensive Financial Report
Fiscal Year Ended September 30, 2024
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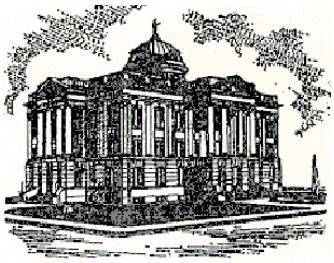
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Introductory Section

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AUDITOR'S OFFICE
Williamson County Courthouse
710 Main Street, Suite 301
Georgetown, Texas 78626
Phone: 512/943-1500
Fax: 512/943-1567

March 28, 2025

The Honorable District Judges
Betsy Lambeth, 425th Judicial District
Donna King, 26th Judicial District
Stacey Mathews, 277th Judicial District
Sarah Bruchmiller, 368th Judicial District
Ryan D. Larson, 395th Judicial District
Terence M. Davis, 480th Judicial District

The Honorable Commissioners Court, Williamson County, Texas
Terry Cook, County Commissioner, Precinct 1
Cynthia Long, County Commissioner, Precinct 2
Valerie Covey, County Commissioner, Precinct 3
Russ Boles, County Commissioner, Precinct 4

The Citizens of Williamson County

District Judges, Commissioners Court and Fellow Citizens:

State law requires that all general-purpose local governments publish, within six months of the close of each fiscal year, a complete set of financial statements presented in conformity with Generally Accepted Accounting Principles (GAAP) and audited in accordance with generally accepted auditing standards, by a firm of licensed certified public accountants. Pursuant to that requirement, we hereby issue the Annual Comprehensive Financial Report of Williamson County for the fiscal year ended September 30, 2024.

The County Auditor has oversight of all financial records of the county. It is the County Auditor's responsibility to prescribe the systems and procedures for handling the finances of the county, certify available funds for the county budget, and examine, audit, and approve all disbursements from county funds prior to their submission to the Commissioners Court for approval. In addition, the County Auditor serves as the Chief Financial Officer for federal and state financial award programs, the Juvenile Service Department and for the Adult Probation Department.

This report consists of management's representations concerning the finances of Williamson County. Consequently, management assumes full responsibility for the completeness and reliability of the information presented in this report. To provide a reasonable basis for making these representations, management of Williamson County has established a comprehensive internal control framework that is designed both to protect the government's assets from loss, theft, or misuse and to compile sufficient reliable information for the preparation of Williamson County's financial statements in conformity with GAAP. The County Auditor's Office audits the following: all fee collecting offices; contracts; purchasing; payroll which is prepared by the departments; and all invoices/payments requested and approved by county departments. Williamson County's comprehensive framework of internal controls has been designed to cost effectively provide reasonable rather than absolute assurance that the financial statements will be free from material misstatement. As financial management, we assert that, to the best of our knowledge and belief, this financial report is complete and reliable in all material respects.

Williamson County's financial statements have been audited by Weaver and Tidwell, L.L.P., a firm of licensed certified public accountants. The goal of the independent audit was to provide reasonable assurance that the financial statements of Williamson County for the fiscal year ended September 30, 2024, are free of material misstatement. The independent audit involved examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; assessing the accounting principles used and significant estimates made by management; and evaluating the overall financial statement presentation. The independent auditor concluded that there was a reasonable basis for rendering an unmodified opinion that Williamson County's financial statements for the fiscal year ended September 30, 2024, are fairly presented in conformity with GAAP. The independent auditor's report is presented as the first component of the financial section of this report.

The independent audit of the financial statements of Williamson County was part of a broader, federally mandated "Single Audit" designed to meet the special needs of federal and state grantor agencies. The standards governing Single Audit engagements require the independent auditor to report not only on the fair presentation of the financial statements, but also on the audited government's internal controls and legal requirements involving the administration of federal and state awards. These reports are available in the last section of this report.

GAAP requires that management provide a narrative introduction, overview, and analysis to accompany the basic financial statements in the form of Management's Discussion and Analysis (MD&A). This letter of transmittal is designed to complement MD&A and should be read in conjunction with it. Williamson County's MD&A can be found immediately following the report of the independent auditors.

Profile of the Government

Williamson County, organized in 1848, is in the central part of the state, and one of the top growth areas in the State and in the Country. Williamson County currently occupies a land area of 1,136 square miles and serves an estimated population of 697,191.

Williamson County is a political subdivision of the State of Texas. The County is empowered to levy a property tax on both real and personal properties located within its boundaries. This levy provides 78% of the revenue for the General Fund and 99% of the revenue for the Debt Service Fund. The County has no legislative powers and has restrictive judicial and administrative powers. The governing body of the County is a five member Commissioners Court. The County Judge is the chairperson of the court and Commissioners from each of the four precincts are also members. The Court has only such powers as are conferred upon it by the Constitution and the laws of the State, or as may be hereafter prescribed. None has the authority to act on their own but must act only as a whole.

Williamson County provides essential things that make our communities livable: roads and bridges, public improvements, juvenile detention and education, law enforcement and corrections, a court system to protect our legal rights, secure storage of important public records, and protection against threats to public health, to include providing health care to the indigent. Williamson County, beyond the Texas Constitutional requirements, also provides parks and emergency medical services that add to the quality of life for residents.

In accordance with Local Government Code Chapter 111, Commissioners Court has appointed a Budget Officer. The Budget Officer is responsible for preparing a county budget for the fiscal year. In preparing and monitoring the budget, the Budget Officer may require the County Auditor or other district, county, or precinct officers of the county to provide information necessary for the budget officer to properly prepare or monitor the budget. The budget must be itemized to make possible a comparison between the proposed expenditures and the expenditures of the preceding year. The budget must show as definitively as possible or with reasonable accuracy, the purpose of each expenditure and the amount of money to be spent.

By statute, the County Auditor is solely responsible for projecting the revenues for the County. Once these processes are complete, the Budget Officer files a copy of the proposed budget with the County Clerk. The Commissioners Court holds a public hearing on the proposed budget, and any County taxpayer may attend and participate in the hearing. Upon conclusion of the public hearing, the Commissioners Court acts on the proposed budget. The Commissioners Court may make changes in the proposed budget that it considers warranted by law and required by the interest of the taxpayers.

The Commissioners Court may levy taxes only in accordance with the budget. After final approval of the budget, the Commissioners Court must file the budget with the County Auditor and County Clerk and spend county funds only in strict compliance with the budget, except in an emergency.

The Commissioners Court may authorize an emergency expenditure as an amendment to the original budget only in a case of grave public necessity to meet an unusual and unforeseen condition that could not have been included in the original budget using reasonably diligent thought and attention. If the Court amends the original budget to meet an emergency, it must file a copy of the order amending the budget with the County Clerk, who attaches the copy to the original budget.

The Commissioners Court, by order, may authorize line-item transfers between budgeted items within the same fund without authorizing an emergency expenditure. All budgets are adopted on an annual basis except for the Capital Project budget, which is adopted on a multi-year basis.

State Law requires counties to adopt a budget before they adopt a tax rate. Chapter 26 of the Property Tax Code requires taxing units to comply with truth-in-taxation laws in setting their tax rates. This law has two purposes:

- to make the taxpayers more knowledgeable about tax rate proposals; and
- to afford taxpayers the opportunity or limit tax increases.

Factors Affecting Financial Condition

The information presented in the financial statements is perhaps best understood when it is considered from the broader perspective of the specific environment within which Williamson County operates.

Local Economy: Williamson County continues to be one of the fastest growing areas in the United States. Its location in the Austin metroplex and on the I-35 corridor, has fueled growth for many years. According to the U. S. Census Bureau, Williamson County's population was 697,191 in 2023, and over the last year, had the tenth largest population growth for counties in the United States. Williamson County's population is expected to grow to more than 1.6 million by 2050. The U. S. Census Bureau again ranked Georgetown as one of the fastest growing cities in the nation between July 2022 and July 2023. It was also ranked the overall fastest growing city the prior two years. Even with the substantial growth in the County, a strong job market has kept the unemployment rate low. The County's unemployment rate was 3.6% in both September 2023, and September of 2024, remaining steadily low throughout the year and lower than the rate for Texas of 4.1% as of September 2024.

The expansion of technology and manufacturing companies in Williamson County, has accelerated economic growth in the area. Some of the largest employers in the area now include Samsung, Tesla, Amazon, and Apple. Samsung has continued construction on its initial 6 million square-foot chip manufacturing facility on the 1,268-acre development in Taylor. Operations are now scheduled to begin at the plant in 2026. In addition to the initial $17 billion facility, the company is also expected to invest a total of $45 billion in the area to include a new research and development center, and packaging facility. Tesla, which now has an estimated 20,000 employees in the area, is planning a 183,000 square foot development in RCR Taylor Logistics Park. The development is located between the Hutto Megasite and Samsung facilities. Amazon is also continuing plans to build a 141,360 square foot warehouse with office space in Round Rock. The $73 million project is part of up to $250 million the company could invest in the area, which also initially included a data center and electric substations. Apple is also continuing

construction on its new campus in south Williamson County. The project includes over 830,000 square feet of office buildings, along with a 1.2 million square foot parking garage. Once all phases are completed, the new campus will cost approximately $1 billion to construct and could add up to 10,000 jobs to the area.

The establishment of these companies has also caused many suppliers for these companies, to relocate to the area. Samsung supplier, iMarket America Inc., is developing a 212-acre property called Taylor Technology Park. The park will include 2.2 million square feet of industrial space, and an additional 66,000 square foot set aside for retail and restaurants. iMarket America Inc. is also moving its U.S. headquarters to Round Rock. Soulbrain, a manufacturing company based in Korea and also a supplier to Samsung, is investing $175 million in a new phosphoric acid facility in Taylor. In Georgetown, Hanwha, a South Korea auto parts supplier to Tesla, is investing $100 million in a 200,000 square foot facility to expand its operations in the United States. Flex, an Apple supplier that recently relocated its headquarters to Round Rock, has expanded their local presence by an additional 150,000 square feet of industrial space. Their local facilities now total over 1.3 million square feet.

Industrial facility projects are also being developed throughout the County to keep pace with the companies that are expanding or moving into the area. Hutto Crossing, is an industrial project being developed by Ironwood Realty Partners, that could add 1.6 million square feet of facilities to the area. Titan Development, who has also completed other developments around the County, is planning a new $84 million industrial park on 115-acres in Leander. Once completed, the development could add up to 1.3 million square feet of industrial space to the area. In Liberty Hill, Intrepid Equity Investments LLC is developing 120 acres of mixed-use space to include up to 1.3 million square feet of industrial space, 175,000 square feet of retail, and 325 multifamily housing units.

Regionally, Austin-Bergstrom International Airport is continuing their $4 billion expansion, with phases of the project being completed, as early as next year. The expansion includes doubling the baggage processing capacity to serve 30 million passengers annually, adding three new gates, expanding the checkpoint stations from two to eight lanes, and additional improvements around the airport. Also, Project Lone Star/Red Oak Development Group, is looking to develop multiple properties around the Austin area to create around 10 "mini cities". Each mini city would range from 200 to 800 acres, and include residential, mixed use commercial property, and land dedicated for schools. The economic impact of the developments would be more than $15 billion.

Williamson County continues to see expansion in health care services. Ascension Seton Williamson began construction on their $230 million expansion project, which will add 160 patient rooms, additional operating rooms, and many medical specialties to the facility. Baylor Scott & White Health is nearing completion of its $220 million expansion, which will almost double the capacity of the hospital, and add various specialty services and technology updates. Both of these projects will add additional jobs locally, to an already robust health care job market. Out of the top 10 employers in the Austin area, three are related to health care services: Ascension Texas (3rd) with 13,807 employees, St. David's HealthCare (5th) with 12,191 employees, and Baylor Scott & White Health (9th) with 6,000 employees. These improvements, along with other factors, have contributed to Williamson County being ranked Niche's fourth healthiest county in the State for 2024. In addition, Williamson County was designated as a 2024 Gold Bell Seal for Workplace Mental Health employer, due to its efforts focusing on employee mental health.

Recreational projects are also being developed around the County. In Hutto, EVO Entertainment is in the construction phase of a 53,000 square foot venue that will include a bowling alley, movie theater, gaming area, bar/lounge, and event space. The $25 million project is also expected to generate $2.5-$3 million in sales tax revenue annually and add at least 40 jobs once operational. In Leander, a sports training facility, Tiger Mountain Center, was approved to expand its operations on a 10-acre development to include an event center, bed & breakfast, spa services, and a sport court.

With the substantial growth the County is experiencing, there has been an increase in housing developments. In Cedar Park, a 54-acre mixed-use development plans to add 1,500 housing units to the

area, along with designated retail and office space buildings. Flora, an 835-acre master planned community in Hutto, is also being developed. Once completed, 2,800 homes are planned to be built in the area. Several Municipal Utility Districts (MUD) are also planned in the County. Hudson Park MUD, located between Georgetown and Liberty Hill, plans to develop 122 acres to include 199 single home lots, along with dedicating 15 acres to multi-unit residences, and additional acreage for three commercial lots. Ragsdale Ranch MUD, also located near Georgetown, is a new 336-acre development that could bring over 1,000 homes to the area. The development would also include 17 acres of parkland, 32 acres of open space, and an amenity center. Another development, North Fork MUD, would add over 1,000 homes to a 343-acre development between Hutto and Taylor.

Long-Term Financial Planning: In November 2013, Williamson County voters approved $275 million in road construction and improvement bonds and $40 million in park bonds. The $275 million General Obligation Road Bond projects spent $727,616 in Fiscal Year 2024 on engineering and construction for various roadways such as University Boulevard widening ($260K), Chandler Road extension ($150K), and Great Oaks Drive ($121K). In Fiscal Year 2024, the $40 million General Obligation Park Bonds spent $502,000 on design and construction on various projects such as the River Ranch County Park and Interpretive Center.

In November 2019, Williamson County voters approved $412 million in road construction and improvement bonds and $35 million in park bonds. In February 2020, the County sold $300 million of the road bonds and the entire $35 million of the park bonds. In July 2022, the County sold an additional $112 million of road bonds. During Fiscal Year 2024, the $412 million General Obligation Road Bond spent $97.8 million on design, engineering, and construction of various road bond projects such as FM 3349 at US 79 interchange ($33.5M), Corridor H/Sam Bass Road ($13.8M), CR 366 widening ($10.1M), Ronald Reagan widening Pct 2 ($4.1M) and Westinghouse Road Phase I ($4.1M). In Fiscal Year 2024, the $35 million General Obligation Park Bond spent $3.5 million on design and construction for various projects such as improvements to Berry Springs amenities ($4.4M) and Brushy Creek Trail from Hairy Man Road ($623K).

Williamson County has also partnered with other entities to complete various road bond projects including: the city of Round Rock on University Blvd, the city of Georgetown on CR 111 (Westinghouse) Phase 1, TXDOT on FM 3349 at US 79, the city of Cedar Park on New Hope Drive, and the city of Taylor on CR 401 and CR 404 improvements.

In May 2015, Williamson County issued $59,645,000 in Certificates of Obligation (2015 CO) to build County facilities and buildings. In Fiscal Year 2024, the 2015 CO bond spent a total of $845,544. The bond funds were spent towards the Justice of the Peace Precinct 4 Hutto remodel and Magistrate Court/Intake remodel at the jail.

In August 2021, the Williamson County Commissioners Court approved the sale of Limited Tax Notes, Series 2021 in the amount of $200 million. The sale of the notes was primarily for a new administration building, a Juvenile Justice Center addition, and right of way. During Fiscal Year 2024, the $200 million Limited Tax Notes spent a total of $16.7 million on various items such as the administration building ($12.5M) and Juvenile Justice Center addition ($4.1M).

In March 2023, the Williamson County Commissioners Court approved the sale of Limited Tax Notes, Series 2023 in the amount of $150 million. The sale of the notes was primarily to fund the balance of the Juvenile Justice Center addition, the construction of roads, and right of way needs. During Fiscal Year 2024, a total of $97 million was spent on various design, engineering and construction such as right of way ($49M), RM 2243 re-alignment ($32M), Corridor C/SH 29 Bypass ($8.6M), and SH 29 Bypass (RM 1869 to CR 279) ($4.1M).

In November 2023, Williamson County voters approved $825 million in road construction and improvement bonds and $59 million in park bonds. In April 2024, the County sold $160 million of the road bonds. During Fiscal Year 2024, the $825 million General Obligation Road Bond spent $13.5 million on design, engineering, and construction of various road bond projects such as the Southeast Inner Loop

($3.0M), Seward Junction North Loop (SH 29 to CR 260) ($843K), SH 195 at Ronald Reagan ($670K), and Ronald Reagan Segment D1 ($650K).

In February 2024, the Williamson County Commissioners Court approved the sale of Limited Tax Notes, Series 2024 in the amount of $167 million. During Fiscal Year 2024, a total of $22.8 million of these Limited Tax Notes were spent on various design, engineering, and construction such as right of way ($13.1M), RM 2243 re-alignment ($4.5M), and SH 29 Bypass (RM 1869 to CR 279) ($3.4M).

Relevant Financial Policies

Financial Policy: The Williamson County Commissioners Court ensures financial stability within county government by adopting proactive, responsible policies that allow the County to respond to growth and infrastructure needs while maintaining a high standard of county-provided services. The Financial Policy guides Commissioners Court as they evaluate funding decisions for future county services. The Court will continue to identify early opportunities to reprioritize projects and investments and adjust strategies where necessary.

Debt Management Policy: This policy has been adopted to provide a conceptual framework for the issuance and management of debt. It recognizes the capital improvement needs of a growing county and the need to balance the taxpayer's ability to pay. The County will consider various factors before the issuance of debt and take a prudent approach.

Fund Balance Policy: The County has adopted a policy to maintain an appropriate level of fund balance. The level of the Unassigned Fund Balance for the General fund shall not be less than 35% of total General Fund budgeted expenditures.

County Investment Policy: The objectives of the County's investment policy are to match the suitability of investments to financial requirements; achieve safety of principal; maintain liquidity; diversify the portfolio by investment type, issuer, and maturity sector; and to seek the highest possible yield within policy and cash flow constraints. The policy adheres to the statutory requirements of Local Government Code 116.112(a) and /or Title X, Chapter 2256, Section 2556.005 (f) and (g) of the Texas Government Code.

The conservative fiscal stewardship and County policies contributed to the affirmation of the County's bond rating of AAA by Standard & Poors and Fitch Ratings throughout 2024. These ratings enable the County to have lower interest rates when issuing bonds resulting in substantial savings to the taxpayers.

Special Recognition and Appreciation: Traditionally, the Auditor's Office recognizes an individual or individuals who have significantly contributed to our efforts to maximize efficiencies within Williamson County. This year, we would like to recognize the entire Technology Services department. The Technology Services department is essential to the success of both the County Auditor's Office and the entire County family. Whether helping with computer issues, or preventing a cyber-attack, the department provides excellent service to the County and its employees. The Technology Services department also assisted the County Auditor's office with several major projects this year. The implementation of Yooz, an AI integrated/OCR processing system for Accounts Payable, has allowed the team to transition from primarily auditing/paying invoices on paper, to being able to process invoices electronically. The system also incorporates OCR (Optical Character Recognition), and automatic workflows to streamline the audit/payment process. The County also transitioned timekeeping systems from an on-premise version of UKG (Kronos) to a cloud based version, UKG Pro Workforce Management, which required a substantial amount of testing and reconfiguration. In addition, the Technology Services department has been instrumental in helping our office start the process of replacing our current financial software system. The County began developing the specifications for the request for proposal which will be awarded next fiscal year. All these things could not have been possible without the efforts of the Technology Services department and their outstanding dedication to the County.

Awards and Acknowledgements

Annual Comprehensive Financial Report: The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to Williamson County for its Annual Comprehensive Financial Report for the fiscal year ended September 30, 2023. This was the 32nd consecutive year that the County has achieved this prestigious award. To be awarded a Certificate of Achievement, a government must publish an easily readable and efficiently organized Annual Comprehensive Financial Report. This report must satisfy both Generally Accepted Accounting Principles and applicable legal requirements. A Certificate of Achievement is valid for a period of one year only. We believe that our Annual Comprehensive Financial Report for Fiscal Year 2024 continues to meet the Certificate of Achievement Program's requirements, and we are submitting it to the GFOA to determine its eligibility for another certificate. A copy of this report can be found on the County website at www.wilco.org.

Popular Annual Financial Report: The Government Finance Officers Association of the United States and Canada (GFOA) has given an Award for Outstanding Achievement in Popular Annual Financial Reporting to Williamson County for its Popular Annual Financial Report (PAFR) for the fiscal year ended September 30, 2023. This was the 19th consecutive year that the County has achieved this award. The Award for Outstanding Achievement in Popular Annual Financial Reporting is a prestigious national award recognizing conformance with the highest standards for preparation of state and local government popular reports. To receive this award, a government unit must publish a Popular Annual Financial Report, whose contents conform to program standards of creativity, presentation, understandability, and reader appeal. To be eligible for the award, a government must submit its annual comprehensive financial report to GFOA's Certificate of Achievement for Excellence in Financial Reporting Program and receive the certificate for the current fiscal year. An Award for Outstanding Achievement in Popular Annual Financial Reporting is valid for a period of one year only. We believe that our popular annual financial report for Fiscal Year 2024, which will be submitted to the GFOA, continues to conform to the Popular Annual Financial Reporting requirements. A copy of this report can also be found on the County website at www.wilco.org.

This financial report is possible because of the efficient and dedicated service of the audit team of Weaver and Tidwell, L.L.P. In addition, allow me to express my appreciation to the Commissioners Court and the Audit Committee for their interest and continued support and for the responsive and progressive way they support the financial position and operations of the County. Also, I am grateful to all elected officials and employees concerning all matters related to the operation of this office during the past year and for their efforts toward improving County business.

Respectfully submitted,

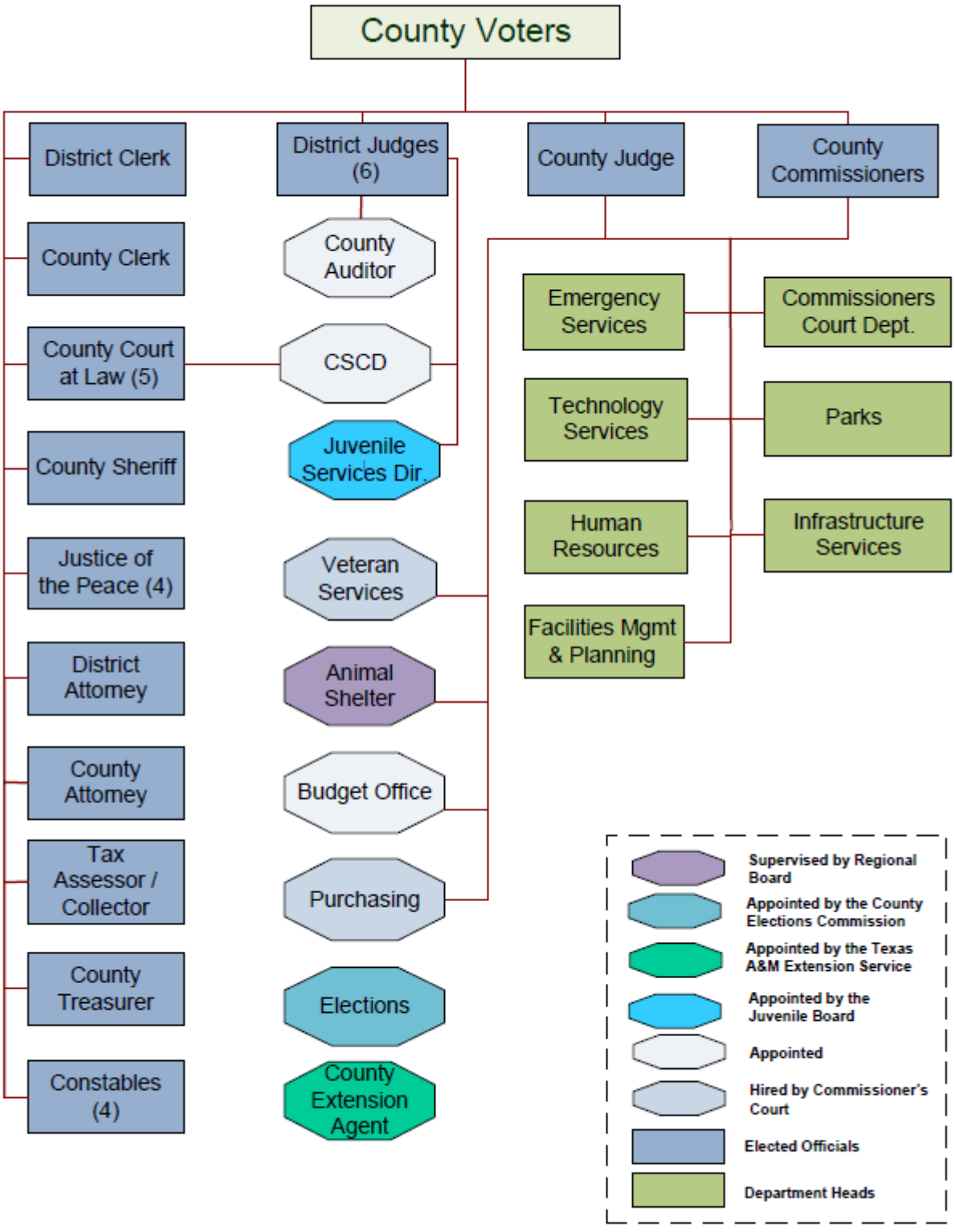


Julie M. Kiley, CPA
County Auditor

Williamson County, Texas
Fiscal Year Ended September 30, 2024
Principal County Officials

Title	Name
Judge, 26th Judicial District Court	Donna King
Judge, 277th Judicial District Court	Stacey Mathews
Judge, 368th Judicial District Court	Sarah Bruchmiller
Judge, 395th Judicial District Court	Ryan D. Larson
Judge, 425th Judicial District Court	Betsy Lambeth
Judge, 480th Judicial District Court	Terence M. Davis
County Auditor	Julie M. Kiley
County Judge	Bill Gravell, Jr.
Commissioner, Precinct 1	Terry Cook
Commissioner, Precinct 2	Cynthia Long
Commissioner, Precinct 3	Valerie Covey
Commissioner, Precinct 4	Russ Boles
Constable, Precinct 1	Mickey Chance
Constable, Precinct 2	Jeff Anderson
Constable, Precinct 3	Matthew Lindemann
Constable, Precinct 4	Paul Leal
County Clerk	Nancy Rister
Judge, County Court at Law No. 1	Brandy Hallford
Judge, County Court at Law No. 2	Laura Barker
Judge, County Court at Law No. 3	Doug Arnold
Judge, County Court at Law No. 4	John B. McMaster
Judge, County Court at Law No. 5	Will Ward
District Attorney	Shawn Dick
District Clerk	Lisa David
Justice of the Peace, Precinct 1	KT Musselman
Justice of the Peace, Precinct 2	Angela Williams
Justice of the Peace, Precinct 3	Evelyn McLean
Justice of the Peace, Precinct 4	Rhonda Redden
County Attorney	Doyle "Dee" Hobbs
Sheriff	Mike Gleason
Tax Assessor/Collector	Larry Gaddes
County Treasurer	D. Scott Heselmeyer
Budget Officer	Ashlie Holladay
Senior Director of Emergency Services	Bill Zito
Elections Administrator	Bridgette Escobedo
Senior Director of Human Resources	Rebecca Clemons
Chief Information Officer	Richard Semple
Senior Director of Infrastructure	Robert Daigh
Senior Director of Facilities	Dale Butler
Senior Director of Parks	Russell Fishbeck
Purchasing Agent	Joy Simonton
Director of Veterans Services	Michael Hernandez
CSCD Director	Jameson Pennington
County Extension Service Agent	Shelley Franklin
Juvenile Services Director	Scott Matthew
Animal Services Director	Misty Valenta

Organizational Chart



Effective: 10/01/2022



Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

Williamson County
Texas

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

September 30, 2023

Christopher P. Morrill

Executive Director/CEO

Financial Section

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1601 South MoPac Expressway, Suite D250
Austin, Texas 78746
512-609-1900

Independent Auditor's Report

To the Honorable County Judge,
and County Commissioners
Williamson County, Texas

Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Williamson County (the County), as of and for the year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the County's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the County, as of September 30, 2024, and the respective changes in financial position and, where applicable, cash flows thereof and the budgetary comparison for the General Fund and Special Road and Bridge Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the County and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

The County's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the County's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

The Honorable County Judge,
and County Commissioners
Williamson County, Texas

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the County's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis and the Required Supplementary Information, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, which considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information, because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The Honorable County Judge,
and County Commissioners
Williamson County, Texas

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the County's basic financial statements. The Combining and Individual Fund Statements and Schedules are presented for purposes of additional analysis and are not a required part of the basic financial statements. The Schedule of Expenditures of Federal and State Awards is presented for purposes of additional analysis as required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)* and *State of Texas Grant Management Standards* and is also not a required part of the basic financial statements.

The Combining and Individual Fund Statements and Schedules and the Schedule of Expenditures of Federal and State Awards are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Combining and Individual Fund Statements and Schedules and the Schedule of Expenditures of Federal and State Awards are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information Included in the Annual Comprehensive Financial Report

Management is responsible for the other information included in the Annual Comprehensive Financial Report ("ACFR"). The other information comprises the Introductory and Statistical Information Sections, as listed in the table of contents, but does not include the financial statements and our auditor's report thereon. Our opinions on the financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in the report.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated March 28, 2025 on our consideration of the County's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the County's internal control over financial reporting and compliance.

Weaver and Tidwell, L.L.P.

WEAVER AND TIDWELL, L.L.P.

Austin, Texas
March 28, 2025

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Management's Discussion and Analysis

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Management's Discussion and Analysis

As management of Williamson County, we offer readers of the Williamson County financial statements this narrative overview and analysis of financial activities of Williamson County for the fiscal year ended September 30, 2024. We encourage readers to consider the information presented here in conjunction with additional information that we have furnished in our letter of transmittal, which can be found on pages ix through xv of this report.

Financial Highlights

- The assets and deferred outflows of Williamson County exceeded its liabilities and deferred inflows at the close of the fiscal year by $1.343 billion. Of this amount, $871.7 million is restricted for specific purposes such as: road and bridge, debt service, capital projects, and state and federal programs.

- As of the close of the current fiscal year, Williamson County's governmental funds reported combined ending fund balances of $1.108 billion.

- The unassigned fund balance for the General Fund was $170.7 million, or 64.5% of total General Fund expenditures, up from 63.6% last year. The major factors for the variances in revenues and expenditures are explained later in the analysis.

- The County issued bonds, redeemed bonds, and defeased bonds this fiscal year. In April 2024, $152.1 million in Limited Tax Notes and $141.6 million in Unlimited Tax Road bonds were issued. In September 2024, the County redeemed and defeased a portion of the Series 2015 Unlimited Tax Road Bonds and the Series 2015 Certificate of Obligations. $20.0 million was deposited in an escrow account. The outstanding principal amount redeemed was $19.8 million.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to Williamson County's basic financial statements. The County's basic financial statements comprise three components: 1) government-wide financial statements; 2) fund financial statements; and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-Wide Financial Statements. The government-wide financial statements are designed to provide readers with a broad overview of Williamson County's finances in a manner similar to a private-sector business.

The Statement of Net Position presents information on all the County's assets and liabilities, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of Williamson County is improving or deteriorating.

The Statement of Activities presents information showing how the County's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes, debt payments, and earned but unused vacation leave).

In the Statement of Net Position and Statement of Activities, the County presents information of the primary government (governmental activities).

Governmental Activities – Most of the County's basic services are reported here, such as public safety, parks, and community services. Property taxes finance most of these activities.

The government-wide financial statements can be found on pages 23 and 24 of this report.

Fund Financial Statements. A fund is a grouping of related accounts used to maintain control over resources segregated for specific activities or objectives. The County, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All County funds can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

Governmental Funds. Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of available resources, as well as on balances of unencumbered resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

Williamson County maintains 58 individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statements of revenues, expenditures, and changes in fund balances for the General Fund, Special Road and Bridge Fund, Debt Service Fund, Capital Project Fund, and Grants Fund, all of which are major funds. Data from the other 53 governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these non-major governmental funds is provided in the form of combining statements elsewhere in this report.

Williamson County adopts an annual appropriated budget for its General Fund, certain Special Revenue Funds, and the Debt Service Fund. Budgetary comparison statements have been provided for the General Fund and Special Road and Bridge Fund to demonstrate compliance with these budgets.

The basic governmental fund financial statements can be found on pages 25 through 30 of this report.

Proprietary Funds. The only proprietary fund that Williamson County maintains is Internal Service Funds, which is an accounting device used to accumulate and allocate costs internally among the County's various functions. Williamson County uses three Internal Service Funds to account for the Fleet Management Fund, the Benefits Fund, and the Risk Management Fund. Because these services predominantly benefit the government, they have been included within governmental activities in the government-wide financial statements.

The proprietary fund financial statements provide separate information for the Fleet Management Fund, the Benefits Fund, and the Risk Management Fund. The Internal Service Funds are combined into a single, aggregated presentation in the proprietary fund financial statements. Individual fund data for the Internal Service Funds is provided in the form of combining statements elsewhere in the report.

The basic proprietary fund financial statements can be found on pages 31 through 33 of this report.

Fiduciary Funds. Fiduciary funds are used to account for resources held for the benefit of parties outside the County. Fiduciary funds are *not* reflected in the government-wide financial statement because the resources of those funds are *not* available to support Williamson County's programs. The accounting used for fiduciary funds is much like that used for proprietary funds.

The basic fiduciary fund financial statements can be found on page 34 and 35 of this report.

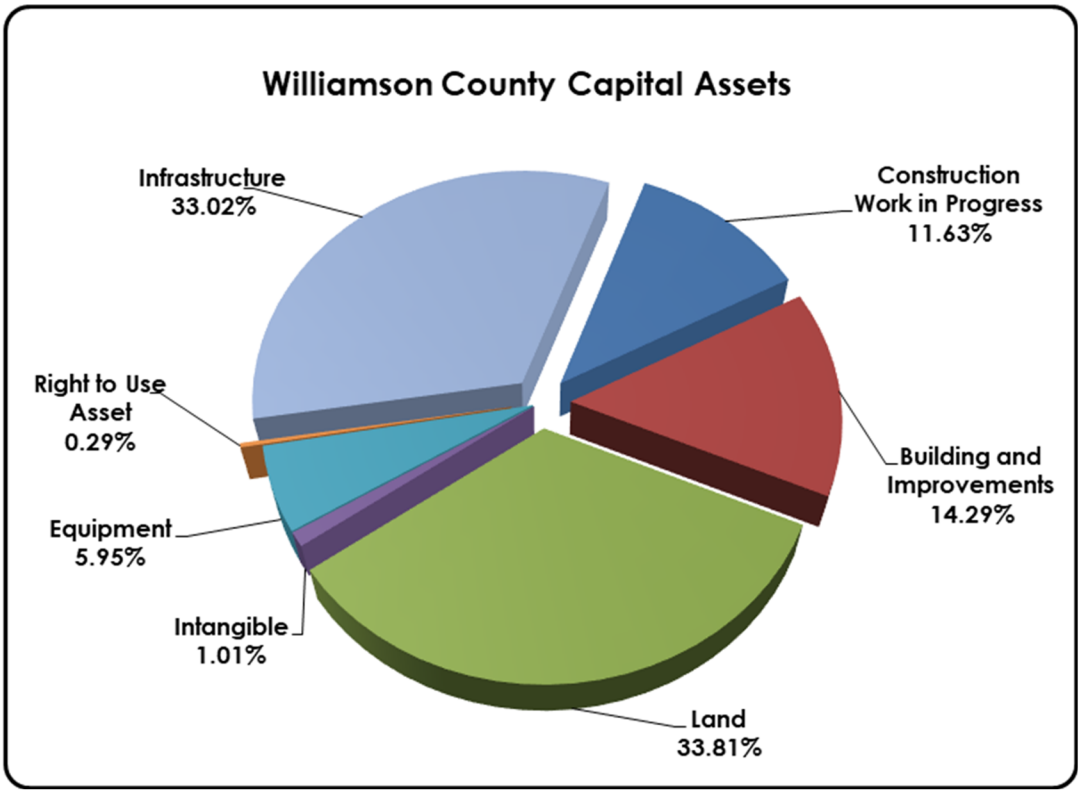
Notes to the Financial Statements. The notes provide additional information essential to a full understanding of the data provided in the government-wide and fund financial statements. Notes to the financial statements can be found on pages 37 through 73 of this report.

The combining statements referred to earlier in connection with non-major governmental funds and Internal Service Funds are presented immediately following the notes to the financial statements. Combining and individual fund statements and schedules can be found on pages 90 through 144 of this report.

Summary of Statement of Net Position

	Primary Government	
	Governmental Activities	
	2024	**2023**
Current assets and other assets	$ 1,356,363,469	$ 1,148,122,593
Capital assets	1,769,545,158	1,564,303,000
Total assets	3,125,908,627	2,712,425,593
Deferred outflows of resources	40,740,114	57,440,606
Total deferred outflows of resources	40,740,114	57,440,606
Current liabilities	175,834,850	180,052,957
Noncurrent liabilities	1,634,716,529	1,440,506,214
Total liabilities	1,810,551,379	1,620,559,171
Deferred inflows of resources	12,776,380	17,209,333
Total deferred inflows of resources	12,776,380	17,209,333
Net position:		
Net investment in capital assets	1,331,729,835	1,209,223,449
Restricted	871,723,729	700,591,876
Unrestricted	(860,132,582)	(777,717,630)
Total net position	$ 1,343,320,982	$ 1,132,097,695

Total net position increased by $211.2 million compared to 2023. There are significant changes in the statement of net position on September 30, 2024, from September 30, 2023. Capital assets increased by $205.2 million because of ongoing county road improvements, right of way purchases, and equipment purchases. The acceptance of several new subdivisions contributed to this increase. In 2023 and 2024, a Net Pension liability exists. Noncurrent liabilities increased by $194.2 million. This increase in 2024 is due to the issuance of $141.6 million in Unlimited Tax Road Bonds and $152.1 million in Limited Tax Notes.



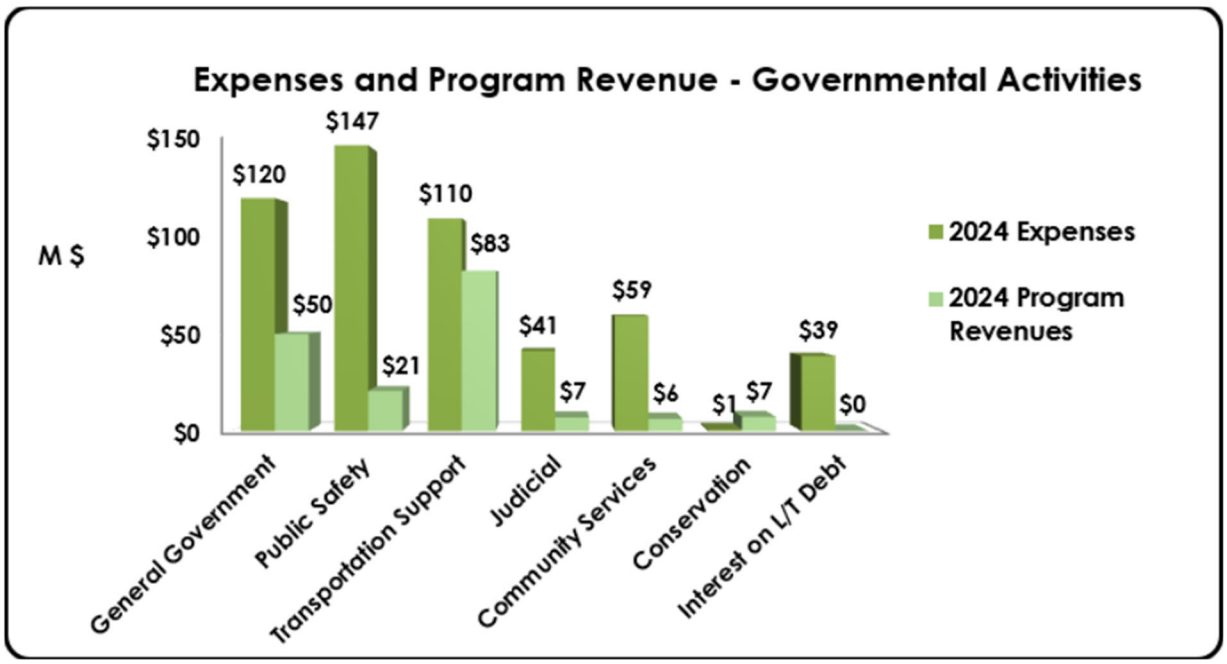
A portion of the County's net position ($1.769 billion) reflects investment in capital assets (e.g., land, buildings, infrastructure, and equipment). Williamson County uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. It is noted that the resources needed to repay the debt associated with capital assets must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

However, investment in capital assets does not necessarily correlate directly with changes in capital assets. Many road projects, once completed, are contributed to the local entity responsible for on-going maintenance. In 1999, County Commissioners recognized the need to address transportation in the County. Discussions with local and state governments and community leaders led to the development of a Multi-Corridor Plan. Since 2000, to facilitate economic growth and to increase the quality of life, the County started responsibly issuing road bonds to address road improvements countywide. As road projects are complete, ownership is transferred to the appropriate local entity. This plan has benefited the County by making travel faster and safer.

Williamson County's Changes in Net Position

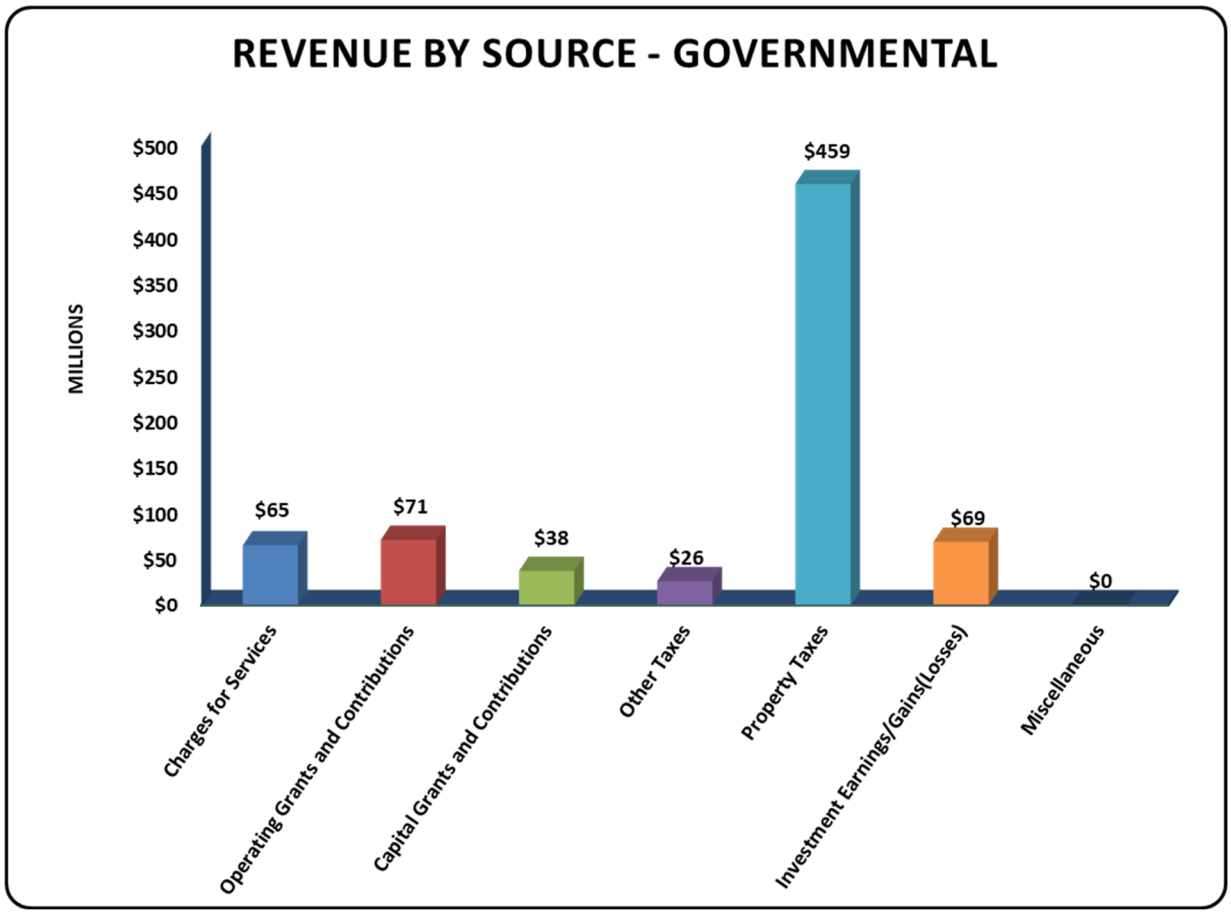
	Primary Government	
	Governmental Activities 2024	Governmental Activities 2023
Revenues		
Program revenues:		
Charges for services	$ 65,340,902	$ 67,341,318
Operating grants and contributions	71,405,749	66,147,266
Capital grants and contributions	37,521,246	78,721,735
General revenues:		
Property taxes	458,733,345	405,694,077
Other taxes	26,304,520	24,543,802
Investment earnings	69,128,100	50,115,081
Miscellaneous	318,241	341,160
Total revenues	728,752,103	692,904,439
Expenses		
General government	120,176,434	94,990,584
Public safety	147,418,771	168,344,228
Transportation support	109,699,020	122,432,160
Judicial	41,353,084	44,515,813
Community services	59,390,503	49,864,644
Conservation	728,476	684,354
Interest on long-term debt	38,762,528	31,286,522
Total expenses	517,528,816	512,118,305
Change in net position	211,223,287	180,786,134
Net position, beginning	1,132,097,695	951,311,561
Net position, ending	$ 1,343,320,982	$ 1,132,097,695

Changes in net position from year to year are a result of the net impact of the change in revenues and expenses from one year to the next. The change in net position increased by $211.2 million. Total revenues for 2024 increased, primarily because of an increase in property taxes and investment earnings. Property tax revenues increased by $53.0 million. For 2024, growth of county property values caused an increase in property tax collections. Investment earnings increased substantially to $69.1 million due to an increase in invested balances. Capital grants and contributions decreased by $41.2 million. This decrease is due to the County accepting less land and road infrastructure for maintenance in 2024, compared to 2023. Expenses increased in 2024 for general government, community services, and conservation. Commissioners Court approved a merit increase of up to 4% during the fiscal year 2024 budget process. The increase in general government expenses is primarily attributed to the addition of fifty-two (52) full-time positions and two (2) part-time positions. Community services expenditures rose mainly due to investments in facility enhancements, repairs, and park maintenance, primarily for park road maintenance and parking lots. Interest on long-term debt increased as a result of the 2023 Limited Tax Notes which increased the expenses by $8.5 million.

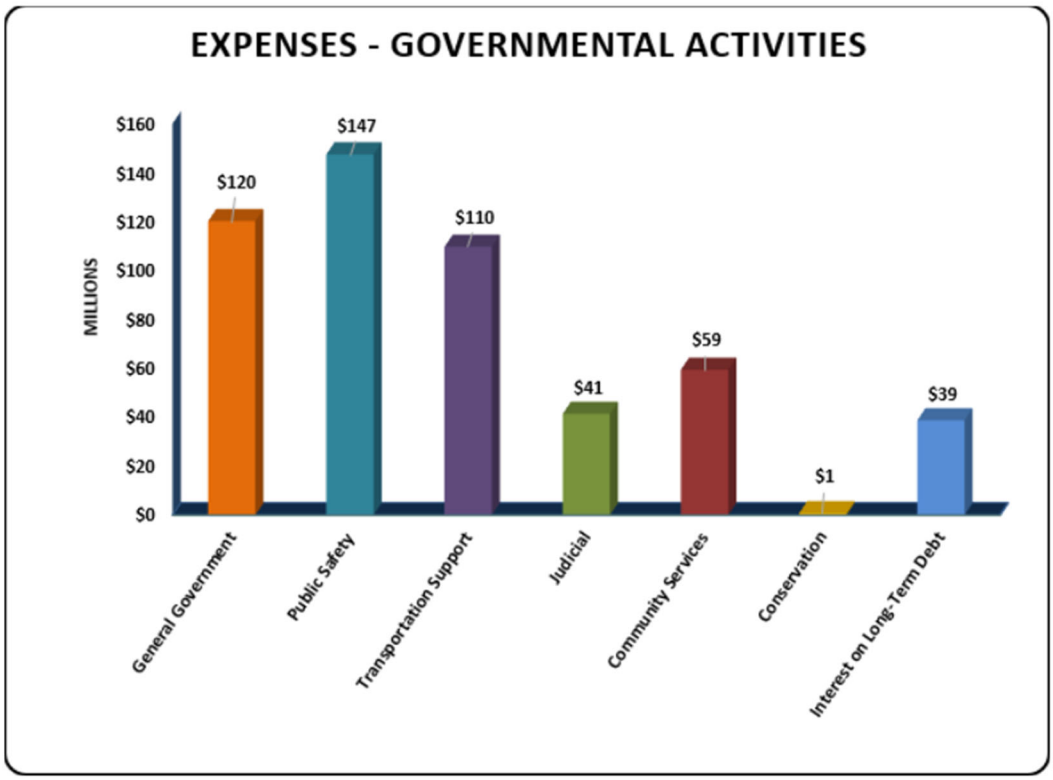


The bar chart above compares expenses and direct revenues associated with like county services. Expenses and Program Revenues can be viewed on page 24.

The bar chart below includes other revenues, i.e., tax collections that are not tied to individual services provided by the County.



The bar chart below breaks out all expenses by type of service provided by the County.



Financial Analysis of the Governmental Funds

As noted earlier, Williamson County uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

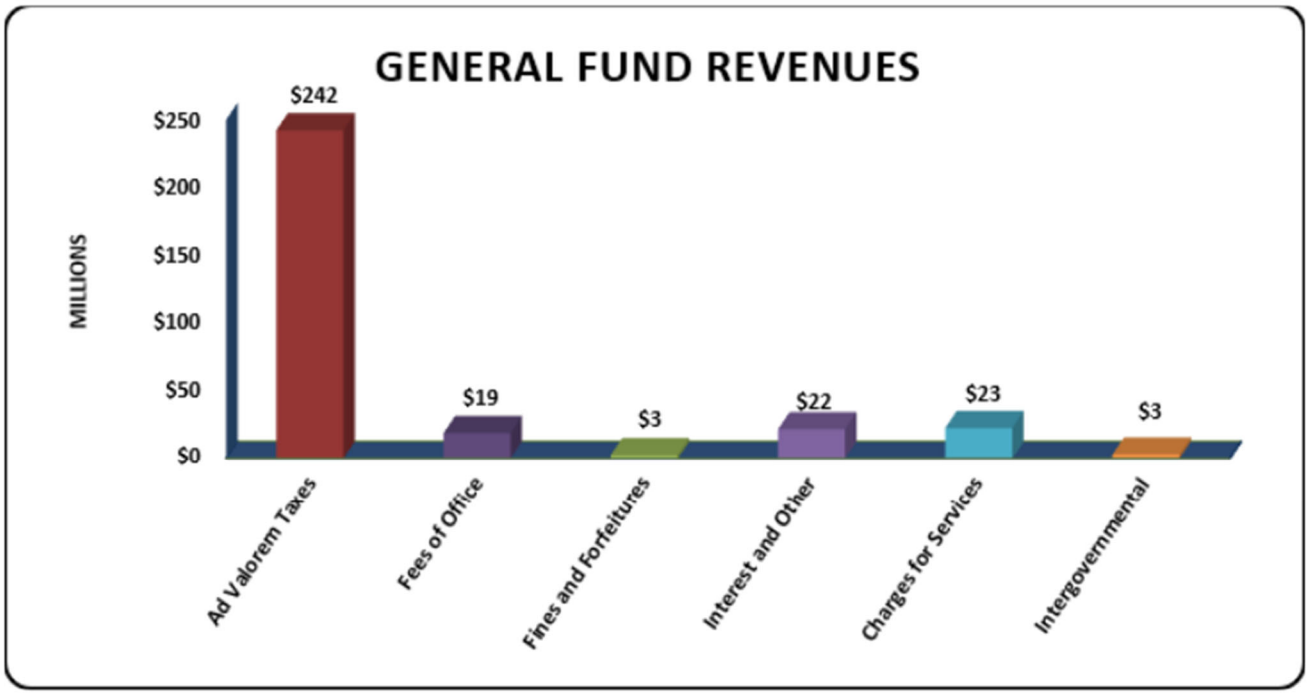
Governmental Funds. The focus of this section is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing Williamson County's financing requirements. In particular, the unreserved fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

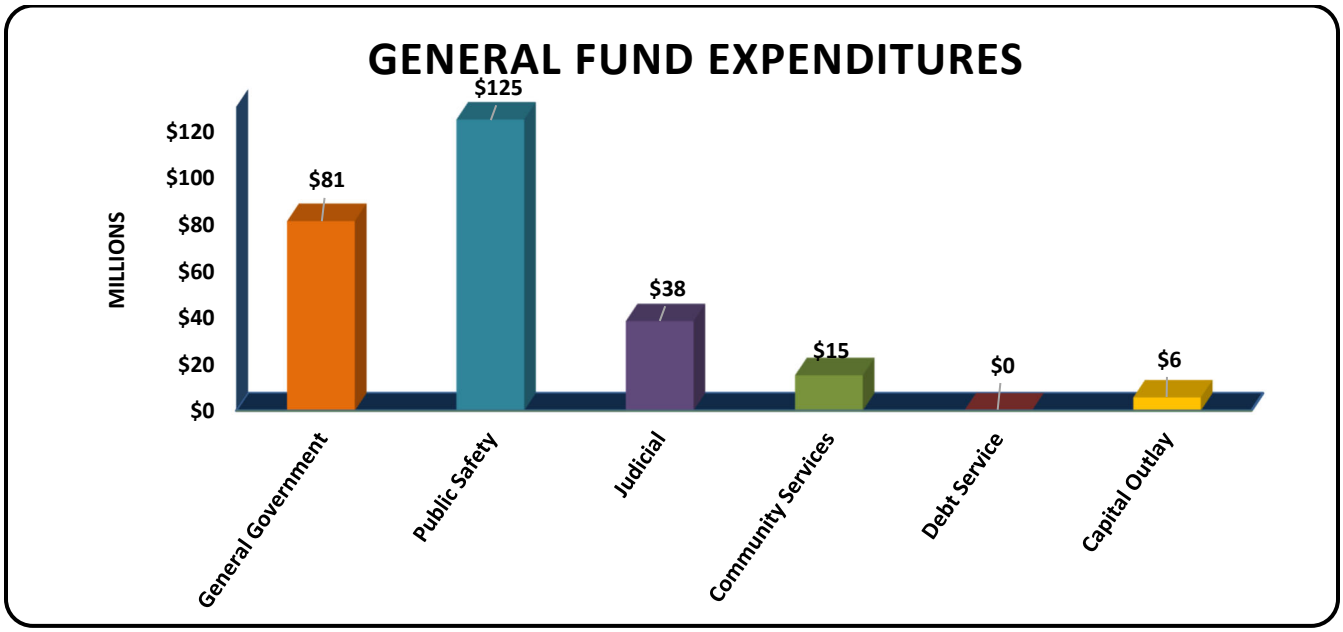
As of the current fiscal year end, Williamson County's governmental funds reported combined ending fund balances of $1.108 billion, an increase of $202.3 million compared to the prior year. The increase is due to various factors. Property tax collections across all tax collecting funds increased due to the growth of property values in the county. Also, the mandatory tax rate for the Local Provider Participation program was decreased this fiscal year. Although there was a decrease in the tax rate, the program still saw a $1.6 million increase due to a larger base amount the rate was applied to. Investment earnings this fiscal year are $60.4 million. The fair value for investments at fiscal year-end resulted in an unrealized gain of $7.5 million. Thus the $67.9 million gain in investment earnings for governmental funds. The Pass-Through Fund decreased by $3.5 million. The decrease in the fund was due to a $6.3 million transfer to the Debt Service Fund to pay a portion of the bonded debt. The Somerset Hills Road District No. 3 issued $1.6 million in Unlimited Tax Road Bonds and $1.3 million in Unlimited Taxable Road Bonds. Somerset Hills Road District No. 4 issued $5.3 million in Unlimited Tax Road Bonds. The Avery Centre Road District No. 1 issued $6.0 million in Unlimited Tax Road Bonds. $1.5 million of the fund balance is non-spendable. $935.9 million of the fund balance is restricted and earmarked for specific purposes that have been either imposed by state legislation or by formal action of Commissioners Court. The remaining balance is unassigned and can be used for any purpose.

General Fund. The General Fund is the chief operating fund of the County. At the end of the current fiscal year, total fund balance of the General Fund was $237.7 million with a $90.3 thousand non-spendable fund balance for prepaid expenses. In 2013, the County established a plan to reduce excess reserves to fund various county capital projects. In 2017, the County began funding another program, the "Corridor Plan", with a portion of the General Fund tax rate committed to this program. The corridor plan will focus on identifying and preserving future transportation corridors within the county. The Corridor Plan is also being funded from Road and Bridge excess reserves. $67.0 million of the General Fund balance is committed to both plans. $42.4 million is committed to capital projects and $24.6 million is committed to the transportation plan. As a measure of the General Fund's liquidity, it is useful to compare both unassigned fund balance and total fund balance to total fund expenditures. Unassigned fund balance for 2024 represents 64.5% of total General Fund expenditures. This significant fund balance to total expenditure ratio indicates a healthy financial position. The County has adopted a policy to maintain an appropriate level of unassigned General Fund balance to protect against a reduction of services due to temporary revenue shortfalls or unexpected one-time expenditures. A Fund Balance Policy adopted by the Commissioners Court in 2009 states that the level shall not be less than 35% of total General Fund budgeted expenditures.

The fund balance of Williamson County's General Fund has increased by 17.4% during the current fiscal year. General Fund revenues increased by $32.1 million. Tax revenue increased by $20.3 million. The continued growth in the County with new homes and new businesses along with the increase in taxable property values are the factors contributing to the increase in tax revenue. In 2024, investment earnings and fair value gains contributed an additional $5.9 million increase over 2023, due to an increase in invested balances and continually elevated short-term interest rates. General Fund expenditures increased by $23.0 million this fiscal year. Fifty-two (52) new full-time positions and two (2) part-time positions were added in fiscal year 2024. A 4% merit was approved during the budget process. General government expenditures increased $7.9 million mainly due to facility enhancements of $4.0 million. As the County population increases, the demand for additional facility enhancements increases. Increases in Public Safety is mainly due to increases in law enforcement salaries approved by Commissioners Court mid-year 2023. The increase of $1.9 million of expenditures in Community Services is mainly due to $1.6 million of facility enhancements, repairs, and maintenance for roads and parking lots within the Parks department. These are some of the key drivers that contributed to the increase in general fund expenditures.

General Fund revenues and expenditures are graphically depicted below.





General Fund Budgetary Highlights. The County budget is prepared according to financial policies, approved by Commissioners Court, and is in accordance with generally accepted accounting principles accepted in the United States. The Budget Officer is responsible for preparing the budget. By statute, the County Auditor is solely responsible for projecting County revenues. The budget is set at a line-item level as a management tool during the fiscal year. Budgetary transfers of more than $500 must be approved by Commissioners Court.

Overall actual revenues were higher than budgeted revenues. Actual revenues were $13.4 million more than budgeted. Charges for Services exceeded budget by $5.1 million. Charges for Emergency Medical Services (EMS) were the main factor, making up $2.7 million of the overage. Investment earnings this fiscal year are $17.5 million. The fair value for investments at fiscal year-end resulted in an unrealized gain of $2.9 million, for a total $20.4 million gain in investment earnings for the General Fund. Actual expenditures were $27.6 million less than budgeted. The County has several positions that remain unfilled, resulting in approximately $7.0 million that was unspent for personnel, primarily in Jail and Law Enforcement, County Sheriff, and 911 Communications. Unfilled positions result in benefit costs being reduced as well as a reduction in other costs such as training and travel. Capital outlay was under budget by $4.6 million of which Information Technology Services had approximately $1.2 million variance to budget due to two key projects. The approved budget was insufficient to begin partial implementation of the projects. As a result, both projects will be reappropriated in 2025.

Additional information on Williamson County's General Fund Budget to Actuals can be found on page 29 and pages 80 through 82 of this report

Long-Term Debt. At the end of the current fiscal year, the County had total bonded debt outstanding of $1.461 billion. Williamson County's debt has increased by $205.6 million during the current fiscal year. Several factors contributed to the increase. In April 2024, the County issued $152.1 million in limited tax notes and 141.6 million in Unlimited Tax Road Bonds. In September 2024, the County redeemed and defeased $20.0 million of the 2015 Unlimited Tax Road Bonds and 2015 Certificate of Obligations. $20.0 million of debt service was deposited to an escrow account. This amount included $19.8 million in principal and the remainder in interest. The debt defeasance resulted in savings of $2.4 million in interest payments over the next 10 years.

Additional information on Williamson County's long-term debt can be found in NOTE 11 on pages 58 through 63 of this report.

Debt Service Fund. The total fund balance at year end is $10.9 million, all of which is restricted for payment of debt service. This balance reflects a current year net increase of $0.5 million dollars. Tax revenue increased by $17.1 million. The continued growth in the county with new homes and new businesses along with the increase in property values are the factors contributing to the additional tax revenue. Expenditures increased by $4.7 million. This is primarily due to an increase in principal debt payments. Expenditures exceed revenues by $5.7 million. A transfer in of $6.3 million offsets any deficit and contributes to the minor increase in fund balance. These are the key changes to the increase in the debt service fund.

The County's continued investment in infrastructure has resulted in substantial growth of the tax base. In 2006, County management pledged to the citizens a stabilization of the portion of the tax rate supporting debt service. The current fund balance is sufficient to maintain this goal while continuing to address the needs of the County.

Additional information on Williamson County's long-term debt can be found in NOTE 11 on pages 58 through 63 of this report.

Capital Projects Fund. The Capital Projects Fund had a total balance of $672.0 million which is a increase from fiscal year 2023 of $143.2 million. The increase in fund balance is due to issuance of long-term debt. Road bond proceeds in the amount of $141.6 million and limited tax notes of $152.1 million offset increased expenditures. Investment earnings this fiscal year are $25.7 million. The fair value for investments at fiscal year-end resulted in an unrealized gain of $4.5 million, for a total $30.2 million gain in investment earnings for the capital project fund. Williamson County partnered with several entities on various projects. The contributions by these partners increased by $34.9 million as compared to last year. These include agreements with Brushy Creek Mud on Great Oaks Bridge and the City of Round Rock for the Corridor H (Sam Bass Rd.) project. Williamson County also partnered with Texas Department of Transportation (TXDOT) on RM 3349 at US 79 and received reimbursement for construction costs pursuant to the agreement. Expenditures from the Capital Projects Fund were $283.6 million with capital outlay expenditures accounting for $237.7 million. The major expenditures during the year include $33.5 million for FM 3349 at US 79 interchange, $49.9 million for right of way funding from the 2023 and 2024 Limited Tax Notes, $37.5 million for FM 2243 re-alignment, $25.9 million for Corridor C (SH 29 Bypass), $13.8 million for Corridor H (Sam Bass Road), $12.5 million for an Administration Building, $10.1 million for CR 366 widening, and $8.1 million for Liberty Hill (SH 29) Bypass (RM 1869 to CR 279).

Capital Assets. Williamson County's investment in capital assets as of September 30, 2024, amounts to $1.770 billion (net of accumulated depreciation and amortization). These investments include land, buildings, system improvements, equipment, park facilities, roads, highways, and bridges.

Major capital asset additions during the current fiscal year include the following:

- Braun Parkway
- Cielo Gardens
- Cool Water Ph 3, Section 3
- Cool Water Ph 5, Section 1 & 2
- CR 129 Brushy Creek to County Line
- CR 130 Widening a section of Chandler Rd.
- CR 258 Extension
- CR 401/CR 404 Improvements
- East Wilco Highway, Segment 1
- Great Oaks Drive Bridge
- Rancho Del Cielo Ph 2A
- Rancho Sienna, Section 19B
- Santa Rita Ranch Ph 5, Section 3
- South San Gabriel Subdivision
- Westinghouse Rd. Ph 1

Additional information on Williamson County's capital assets can be found in NOTE 6 on pages 54 through 55 of this report.

Special Road and Bridge Fund. The Special Road and Bridge Fund has a total fund balance of $43.2 million, with a net increase of $10.1 million. Commissioners Court adopted a tax rate of $.044329/100 for Road & Bridge activities. The increase in taxable assessed value (TAV) allows the County to implement an increase in county road maintenance and improvement projects. This additional funding is part of a long-range plan for maintaining and improving county roads.

Grants Fund. The Grants Fund has a zero fund balance. The fund is used to account for monies from other governments and private entities for programs not fully funded by the County. Cash and investments for the Grant Fund are $91.7 million. Intergovernmental revenue increased from last year. Most of the ARPA funding is unearned as the County continues to review and approve allowable projects. In FY 2024, the County recognized $19.5 million from the Federal government for the American Rescue Plan Act (ARPA). The County also received $6.4 million from the U.S. Department of Transportation and $2.5 million from the U.S. Department of Housing and Urban Development in HUD

Block grant funding. The Grant Fund saw an increase in Investment earnings on ARPA funds of $5.3 million due to an increase in the invested balance and continually elevated short-term interest rates.

Proprietary Funds. Proprietary funds are made up of three Internal Service Funds which include the Fleet Management Fund, the Benefits Program Fund, and the Risk Management Fund.

Economic Factors and Next Year's Budgets and Rates

Economic Conditions. Williamson County's population growth has been driven in part by its location in Central Texas. The population boom has contributed to housing demands and job growth. Low tax rates, affordable housing and business incentives are major factors that have contributed to the County's growth. Even though certain sectors of the economy have been impacted by the pandemic, the regional economy continues to grow. The County adopted a tax rate of $0.399999/100 for tax year year 2024. This rate is lower than the voter approved tax rate. To meet the needs of the growing County, 49 new full-time positions and 3 part-time to full-time positions were added for Fiscal Year 2025. The County will use reserves for major capital improvements, such as Public Safety software suite, ERP Purchase/Upgrade, County buildings fiber optic improvements, Jester Annex exit lane addition, Jail roof and re-roof, and Jail intercom speaker system and software upgrade will begin in Fiscal Year 2025. In addition, the County plans to defease $20.0 million of existing debt. This amount is in addition to the required Fiscal Year 2025 debt payments.

The Taxable Assessed Valuation (TAV) growth has been strong, spurred by affordable home prices and ample developable land. An increase of 29.0% TAV was recorded in fiscal year 2023. In fiscal year 2024 TAV grew 10.1%. Property tax collections remain consistent with historic levels. The average collection rate is 99.46%.

The overall economic base has grown. The County's location, stability, and growth in population has resulted in tremendous investments in the areas. New housing developments are happening throughout the County and businesses are continuing to expand and relocate to the area. The County continues to be a popular area for tech companies to expand. Additional medical facilities, schools, and recreation areas are being built because of the growth in the County. These factors provide the availability of jobs in Williamson County.

Unemployment. In September 2024 the unemployment rate for Williamson County was 3.6%, which is the same as the rate of 3.6% from a year ago. This compares favorably to the State's unemployment rate of 4.1% and the national rate of 4.1%.

All these factors were considered in preparing Williamson County's budget for fiscal year 2025.

Requests for Information

This financial report is designed to provide a general overview of Williamson County's finances for those with an interest in its finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the following:

Office of the County Auditor
710 S. Main Street, Suite 301
Georgetown, Texas 78626
jkiley@wilcotx.gov

Basic Financial Statements

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Williamson County, Texas
Statement of Net Position
September 30, 2024

	Primary Government Governmental Activities
ASSETS	
Cash and investments	$ 1,273,304,901
Accounts receivable (net of allowance)	20,802,269
Due from other governments	14,836,972
Inventories	1,666,158
Prepaid items	536,539
Deferred contributions	44,607,546
Lease receivable	609,084
Capital assets	
Land	780,555,729
Intangible	23,376,212
Buildings and improvements	329,801,926
Infrastructure	762,335,959
Equipment	137,328,385
Construction in progress	268,315,180
Right to use asset- leases	533,597
Right to use asset- subscription	6,262,748
Less: accumulated depreciation / amortization	(538,964,578)
Total capital assets	1,769,545,158
Total assets	3,125,908,627
DEFERRED OUTFLOWS OF RESOURCES	
Deferred charges on refunding	8,466,103
Deferred outflows related to pension	28,898,551
Deferred outflows related to OPEB	3,375,460
Total deferred outflows of resources	40,740,114
LIABILITIES	
Accounts payable	62,377,818
Accrued liabilities	10,471,812
Due to other governments	4,356,679
Unearned revenues	93,626,322
Accrued interest	5,002,219
Noncurrent liabilities	
Due within one year	149,791,569
Due in more than one year	1,484,924,960
Total liabilities	1,810,551,379
DEFERRED INFLOWS OF RESOURCES	
Deferred gain on refunding	1,118,436
Deferred inflows related to pension	725,319
Deferred inflows related to OPEB	10,347,327
Deferred inflows related to leases	585,298
Total deferred inflows of resources	12,776,380
NET POSITION	
Net investment in capital assets	1,331,729,835
Restricted for	
Debt service	10,075,526
Road and bridge	44,691,739
Capital Projects	674,805,737
Tobacco fund	10,719,845
Records management	14,694,240
Public safety	5,224,849
State and federal programs	111,511,793
Unrestricted	(860,132,582)
TOTAL NET POSITION	$ 1,343,320,982

The Notes to the Financial Statements are an integral part of these statements.

Williamson County, Texas
Statement of Activities
For the Fiscal Year Ended September 30, 2024

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Net (Expense) Revenue and Changes in Net Position: Primary Government: Governmental Activities
PRIMARY GOVERNMENT					
Governmental activities					
General government	$ 120,176,434	$ 29,047,849	$ 20,996,121	$ -	$ (70,132,464)
Public safety	147,418,771	16,521,273	4,213,956	-	(126,683,542)
Transportation support	109,699,020	11,617,063	33,594,275	37,521,246	(26,966,436)
Judicial	41,353,084	5,797,498	1,279,024	-	(34,276,562)
Community services	59,390,503	2,318,671	4,000,164	-	(53,071,668)
Conservation	728,476	38,548	7,322,209	-	6,632,281
Interest on long-term debt	38,762,528	-	-	-	(38,762,528)
TOTAL PRIMARY GOVERNMENT	$ 517,528,816	$ 65,340,902	$ 71,405,749	$ 37,521,246	$ (343,260,919)
GENERAL REVENUES					
Taxes					
Property taxes, levied for general purposes					$ 217,056,989
Property taxes, levied for farm to market					54,344,042
Property taxes, levied for debt service					187,332,314
Other taxes					26,304,520
Investment earnings and unrealized gains/losses					69,128,100
Miscellaneous					318,241
Total general revenues					554,484,206
Change in net position					211,223,287
Net position, beginning of year					1,132,097,695
NET POSITION, end of year					$ 1,343,320,982

The Notes to the Financial Statements are an integral part of these statements.

Williamson County, Texas
Balance Sheet – Governmental Funds
September 30, 2024

	General	Special Road and Bridge	Debt Service	Capital Projects	Grants	Other Governmental	Total Governmental Funds
ASSETS							
Cash and investments	$ 254,389,706	$ 47,833,614	$ 10,902,312	$ 703,352,510	$ 91,733,581	$ 142,617,168	$ 1,250,828,891
Accounts receivable (net of allowance)	14,493,151	1,952,630	1,962,003	1,421,943	-	772,825	20,602,552
Due from other funds	898,070	-	-	-	-	-	898,070
Due from other governments	60,467	-	-	9,342,127	1,206,986	4,227,392	14,836,972
Lease Receivable	609,084	-	-	-	-	-	609,084
Inventories	-	1,397,121	-	-	-	-	1,397,121
Prepaid items	90,295	4,645	-	-	-	1,952	96,892
TOTAL ASSETS	$ 270,540,773	$ 51,188,010	$ 12,864,315	$ 714,116,580	$ 92,940,567	$ 147,619,337	$ 1,289,269,582
LIABILITIES							
Accounts payable	$ 11,618,196	$ 5,957,020	$ -	$ 39,310,843	$ 2,686,742	$ 2,408,652	$ 61,981,453
Accrued liabilities	6,947,533	539,251	-	-	261,400	297,634	8,045,818
Due to other funds	-	-	-	-	-	693,972	693,972
Due to other governments	3,722,419	-	-	-	630,751	3,509	4,356,679
Unearned revenue	519,971	896,811	-	2,847,866	89,361,674	-	93,626,322
Interest payable	147,734	-	-	-	-	-	147,734
Total liabilities	22,955,853	7,393,082	-	42,158,709	92,940,567	3,403,767	168,851,978
DEFERRED INFLOWS OF RESOURCES							
Deferred revenues	9,251,397	547,852	1,943,482	-	-	24,951	11,767,682
Deferred inflows - leases	585,298	-	-	-	-	-	585,298
Total deferred inflows of resources	9,836,695	547,852	1,943,482	-	-	24,951	12,352,980
FUND BALANCES							
Nonspendable	90,295	1,401,766	-	-	-	1,952	1,494,013
Restricted	-	41,845,310	10,920,833	671,957,871	-	144,188,667	868,912,681
Committed	66,951,388	-	-	-	-	-	66,951,388
Unassigned	170,706,542	-	-	-	-	-	170,706,542
Total fund balances	237,748,225	43,247,076	10,920,833	671,957,871	-	144,190,619	1,108,064,624
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES	$ 270,540,773	$ 51,188,010	$ 12,864,315	$ 714,116,580	$ 92,940,567	$ 147,619,337	$ 1,289,269,582

The Notes to the Financial Statements are an integral part of these statements.

Williamson County, Texas

Reconciliation of the Governmental Funds
Balance Sheet to the Statement of Net Position
September 30, 2024

Total fund balances - governmental funds	$	1,108,064,624
Amounts reported for governmental activities in the statement of net position are different because:		
The County uses internal service funds to charge the costs of certain activities such as fleet and self-insurance to appropriate functions in other funds. The assets and liabilities of the internal service funds are included in the governmental activities in the statements of net position.		20,489,836
Capital assets, including accumulated depreciation / amortization, used in governmental activities are not financial resources and, therefore, are not reported in the funds.		1,769,413,276
Deferred contributions are not financial resources and, therefore, are not reported in the funds.		44,607,546
Losses (gains) on bond refundings are deferred and amortized in the government-wide financial statements.		7,347,667
Employee benefit related liabilities, and related accounts, are not due and payable in the current period and are not included in the fund financial statements, but are reported in the governmental activities in the statement of net position. These items include:		
Net pension liability		(106,816,379)
Other post-employment benefit obligation (OPEB)		(55,247,647)
Deferred inflow of resources - OPEB		(10,347,327)
Deferred inflow of resources - Pension		(725,319)
Deferred outflow of resources - OPEB		3,375,460
Deferred outflow of resources - Pension		28,898,551
Revenues earned but not available within 60 days of the year end are not recognized as revenue on the fund financial statements.		11,767,682
Interest payable on long term debt does not require current financial resources; therefore, interest payable is not reported as a liability in governmental funds balance sheet.		(4,854,485)
Long-term liabilities are not due and payable in the current period and therefore are not reported in the funds. These items include:		
Lease liabilities		(253,095)
Subscription liability		(3,279,671)
Bonds payable		(1,338,740,000)
Bond issuance premium		(123,215,966)
Bond issuance discount		952,448
Arbitrage liability		(2,098,530)
Compensated absences		(6,017,689)
Net position of governmental activities	$	1,343,320,982

The Notes to the Financial Statements are an integral part of these statements.

Williamson County, Texas

Statement of Revenues, Expenditures and Changes in Fund Balances – Governmental Funds
For the Fiscal Year Ended September 30, 2024

	General	Special Road and Bridge	Debt Service	Capital Projects	Grants	Other Governmental	Total Governmental Funds
REVENUES							
Taxes	$ 242,388,952	$ 54,121,856	$ 160,139,580	$ -	$ -	$ 26,527,754	$ 483,178,142
Fees of office	18,876,846	-	-	-	-	6,206,872	25,083,718
Fines and forfeitures	2,537,852	-	-	-	-	707,809	3,245,661
Intergovernmental	3,002,807	2,090,345	135,437	30,116,164	22,008,806	2,372,336	59,725,895
Charges for services	22,629,827	1,731,244	-	-	-	2,727,433	27,088,504
Motor vehicle registration	-	6,105,960	-	-	-	-	6,105,960
Investment earnings and unrealized gains(losses)	20,449,887	2,740,087	2,221,487	30,230,396	5,284,754	7,021,047	67,947,658
Miscellaneous	1,276,400	1,543,745	-	2,334,284	269,407	13,570,512	18,994,348
Total revenues	311,162,571	68,333,237	162,496,504	62,680,844	27,562,967	59,133,763	691,369,886
EXPENDITURES							
Current							
General government	81,084,528	-	-	4,421,444	20,046,571	6,332,929	111,885,472
Public safety	124,523,013	-	-	879,389	3,917,181	1,865,481	131,185,064
Transportation support	-	36,145,508	-	37,151,138	-	1,026	73,297,672
Judicial	38,230,173	-	-	52,534	255,893	1,929,767	40,468,367
Community services	15,145,786	-	-	1,128,068	959,301	34,923,613	52,156,768
Conservation	-	-	-	-	-	739,720	739,720
Debt service							
Principal	-	-	105,395,000	-	-	1,765,000	107,160,000
Interest and other charges	102,769	-	42,842,794	-	-	1,493,237	44,438,800
Payment to bond escrow agent	-	-	19,979,042	-	-	-	19,979,042
Bond issuance fees	-	-	16,585	2,239,304	-	738,707	2,994,596
Capital outlay	5,645,770	1,821,374	-	237,748,063	2,485,796	450,245	248,151,248
Total expenditures	264,732,039	37,966,882	168,233,421	283,619,940	27,664,742	50,239,725	832,456,749
Excess (deficiency) of revenues over expenditures	46,430,532	30,366,355	(5,736,917)	(220,939,096)	(101,775)	8,894,038	(141,086,863)
OTHER FINANCING SOURCES (USES)							
Issuance of long-term debt	-	-	5,230	293,659,770	-	14,145,000	307,810,000
Premium on issuance of long-term debt	-	-	-	35,598,534	-	-	35,598,534
Proceeds from sale of capital assets	144,154	-	-	-	-	-	144,154
Discount on issuance of long-term debt	-	-	-	-	-	(126,764)	(126,764)
Transfers in	1,020	-	6,276,000	34,903,289	127,833	2,217,664	43,525,806
Transfers out	(11,384,452)	(20,221,768)	-	(38,709)	(26,058)	(11,854,819)	(43,525,806)
Total other financing sources (uses)	(11,239,278)	(20,221,768)	6,281,230	364,122,884	101,775	4,381,081	343,425,924
NET CHANGE IN FUND BALANCES	35,191,254	10,144,587	544,313	143,183,788	-	13,275,119	202,339,061
FUND BALANCES, beginning of year	202,556,971	33,102,489	10,376,520	528,774,083	-	130,915,500	905,725,563
FUND BALANCES, end of year	$ 237,748,225	$ 43,247,076	$ 10,920,833	$ 671,957,871	$ -	$ 144,190,619	$ 1,108,064,624

The Notes to the Financial Statements are an integral part of these statements.

Williamson County, Texas

Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities
For the Fiscal Year Ended September 30, 2024

Net change in fund balances - total governmental funds	$	202,339,061
Amounts reported for governmental activities in the statement of activities are different because:		
The County uses internal service funds to charge the costs of certain activities such as fleet and self-insurance to appropriate functions in other funds. The change in net position of the internal service funds are reported with the governmental activities.		326,205
Governmental funds report outlays for capital assets as expenditures. However, in the statement of activities the cost of those assets is allocated over their useful lives and reported as depreciation expense. Additionally, disposal of capital assets is not recorded in the fund statements. These items include:		
Capital outlay		248,151,244
Depreciation / amortization expense		(53,877,944)
Net book value of current year disposals		(26,372,641)
Governmental capital assets donated to the County are not current financial resources and therefore, are not reported in the fund statements. Capital assets donated to the County in the current fiscal year increased net position.		37,521,246
Governmental funds report expenditures for costs of assets under construction that will be contributed on completion to another entity. However, in the statement of activities, the cost of those assets will be expensed when the completed asset is transferred.		10,228,578
Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds, including:		
Property taxes		1,859,727
Adjudicated fines		43,191
Emergency medical services		(2,934,301)
Animal shelter fees		(288,051)
Expenditures related to the County's participation in its OPEB Plan are recorded as they are paid in the governmental funds, but are recognized based on the change in net pension liability in the Statement of Activities.		925,354
Expenditures related to the County's participation in the Texas County and District Retirement System are recorded as they are paid in the governmental funds, but are recognized based on the change in net pension liability in the Statement of Activities.		317,679
The issuance of long-term debt (e.g., bonds) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net assets. Also, governmental funds report the effect of issuance costs, premiums, discounts, and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities. This amount is the net effect of these differences in the treatment of long-term debt and related items.		
Issuance of bonds		(307,810,000)
Premium on bond issuance		(35,598,534)
Discount on bond issuance		126,764
Deferred gain on refunding		159,777
Deferred loss on refunding		(2,230,543)
Principal payments on tax notes and bonds		126,930,000
Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.		
Amortization of debt-related items		10,761,105
Increase in arbitrage liability		(2,098,530)
Decrease in compensated absences		453,316
Decrease in accrued interest payable		992,403
Decrease in lease liability		136,176
Decrease in subscription liability		1,162,005
Change in net position of governmental activities	$	211,223,287

The Notes to the Financial Statements are an integral part of these statements.

Williamson County, Texas

Statement of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
General Fund
For the Fiscal Year Ended September 30, 2024

	Budgeted Amounts		Actual Amounts	Variance with Final Budget - Positive (Negative)
	Original	Final		
REVENUES				
Taxes	$ 243,958,460	$ 243,958,460	$ 242,388,952	$ (1,569,508)
Fees of office	17,244,525	17,303,516	18,876,846	1,573,330
Fines and forfeitures	1,688,400	1,688,400	2,537,852	849,452
Intergovernmental	2,270,312	2,403,116	3,002,807	599,691
Charges for services	17,574,500	17,574,500	22,629,827	5,055,327
Investment earnings and unrealized gains/losses	14,000,000	14,000,000	20,449,887	6,449,887
Miscellaneous	152,400	876,575	1,276,400	399,825
Total revenues	296,888,597	297,804,567	311,162,571	13,358,004
EXPENDITURES				
Current				
General government	82,853,959	89,986,551	81,084,528	8,902,023
Public safety	134,329,112	135,463,066	124,523,013	10,940,053
Judicial	40,253,465	40,843,921	38,230,173	2,613,748
Community services	16,664,842	15,663,057	15,145,786	517,271
Debt service				
Interest and other charges	-	102,769	102,769	-
Capital outlay	15,165,635	10,283,636	5,645,770	4,637,866
Total expenditures	289,267,013	292,343,000	264,732,039	27,610,961
Excess of revenues over expenditures	7,621,584	5,461,567	46,430,532	40,968,965
OTHER FINANCING SOURCES (USES)				
Proceeds from sale of capital assets	100,000	100,000	144,154	44,154
Transfers in	1,600	1,600	1,020	(580)
Transfers out	(28,875,868)	(73,924,586)	(11,384,452)	62,540,134
Total other financing sources (uses)	(28,774,268)	(73,822,986)	(11,239,278)	62,583,708
Net change in fund balances	(21,152,684)	(68,361,419)	35,191,254	103,552,673
FUND BALANCES, beginning of year	202,556,971	202,556,971	202,556,971	-
FUND BALANCES, end of year	$ 181,404,287	$ 134,195,552	$ 237,748,225	$ 103,552,673

The Notes to the Financial Statements are an integral part of these statements.

Williamson County, Texas

Statement of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Special Road and Bridge Fund
For the Fiscal Year Ended September 30, 2024

	Budgeted Amounts		Actual Amounts	Variance with Final Budget - Positive (Negative)
	Original	Final		
REVENUES				
Taxes	$ 54,420,901	$ 54,420,901	$ 54,121,856	$ (299,045)
Intergovernmental	225,000	225,000	2,090,345	1,865,345
Charges for services	2,500,000	2,500,000	1,731,244	(768,756)
Motor vehicle registration	5,810,000	5,810,000	6,105,960	295,960
Investment earnings unrealized gains(losses)	1,900,000	1,900,000	2,740,087	840,087
Miscellaneous	10,000	10,000	1,543,745	1,533,745
Total revenues	64,865,901	64,865,901	68,333,237	3,467,336
EXPENDITURES				
Current				
Transportation support	38,790,546	45,408,146	36,145,508	9,262,638
Capital outlay	1,963,891	1,927,491	1,821,374	106,117
Total expenditures	40,754,437	47,335,637	37,966,882	9,368,755
Excess of revenues over expenditures	24,111,464	17,530,264	30,366,355	12,836,091
OTHER FINANCING SOURCES (USES)				
Proceeds from sale of capital assets	40,000	40,000	-	(40,000)
Transfers out	(31,585,000)	(25,003,800)	(20,221,768)	4,782,032
Total other financing sources (uses)	(31,545,000)	(24,963,800)	(20,221,768)	4,742,032
NET CHANGE IN FUND BALANCES	(7,433,536)	(7,433,536)	10,144,587	17,578,123
FUND BALANCES, beginning of year	33,102,489	33,102,489	33,102,489	-
FUND BALANCES, end of year	$ 25,668,953	$ 25,668,953	$ 43,247,076	$ 17,578,123

The Notes to the Financial Statements are an integral part of these statements.

Williamson County, Texas
Statement of Net Position
Proprietary Funds
September 30, 2024

	Governmental Activities Internal Service
ASSETS	
Current assets	
Cash and investments	$ 22,476,010
Accounts receivable	92,321
Interest receivable	107,396
Inventory	269,037
Prepaid expenses	439,647
Total current assets	23,384,411
Noncurrent assets	
Capital assets	
Machinery and equipment	637,225
Intangible	6,547
Subscription assets	336,713
Less accumulated depreciation and amortization	(848,603)
Total noncurrent assets	131,882
Total assets	23,516,293
LIABILITIES	
Current liabilities	
Accounts payable	396,365
Accrued liabilities	2,425,994
Due to other funds	204,098
Total liabilities	3,026,457
NET POSITION	
Net investment in capital assets	497,672
Unrestricted	19,992,164
TOTAL NET POSITION	$ 20,489,836

The Notes to the Financial Statements are an integral part of these statements.

Williamson County, Texas

Statement of Revenues, Expenses,
and Changes in Net Position
Proprietary Funds
For the Fiscal Year Ended September 30, 2024

	Governmental Activities
	Internal Service
OPERATING REVENUES	
Employer contributions	$ 23,447,991
Employee contributions	5,722,095
Charges for services	4,853,249
Total operating revenues	34,023,335
OPERATING EXPENSES	
Claims	23,468,614
Payments to individuals	1,813,221
Insurance	2,826,549
Administration	3,010,925
Supplies and parts	3,576,038
Depreciation and amortization	179,747
Total operating expenses	34,875,094
Operating income	(851,759)
NONOPERATING REVENUES (EXPENSES)	
Interest and investment revenues	1,180,442
Interest and other fiscal charges	(2,478)
Total nonoperating revenues (expenses)	1,177,964
Change in net position	326,205
NET POSITION, beginning of year	20,163,631
NET POSITION, end of year	$ 20,489,836

The Notes to the Financial Statements are an integral part of these statements.

Williamson County, Texas
Statement of Cash Flows
Proprietary Funds
For the Fiscal Year Ended September 30, 2024

	Governmental Activities Internal Service
CASH FLOWS FROM OPERATING ACTIVITIES	
Receipts from customers and users	$ 34,029,632
Payments to suppliers	(30,549,346)
Payments to employees	(3,334,994)
Net cash flows provided by operating activities	145,292
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES	
Principal paid on subscriptions	(173,086)
Interest paid on subscriptions	(2,926)
Net cash flows used in capital and related financing activities	(176,012)
CASH FLOWS FROM INVESTING ACTIVITIES	
Investment earnings	1,073,494
Net cash flows provided by investing activities	1,073,494
Change in cash and cash equivalents	1,042,774
CASH AND CASH EQUIVALENTS, beginning of year	21,433,236
CASH AND CASH EQUIVALENTS, end of year	$ 22,476,010
RECONCILIATION OF OPERATING INCOME TO NET PROVIDED BY/(USED IN) OPERATING ACTIVITIES	
Operating income	$ (851,759)
Adjustments to reconcile operating income to net cash provided by/(used in) operating activities	
Depreciation	179,747
Change in assets and liabilities	
Accounts receivable	6,297
Prepaids and other assets	101,308
Inventory	24,345
Accounts payable	(137,932)
Accrued liabilities	1,147,803
Due to other funds	(324,069)
Interest payable	(448)
NET CASH PROVIDED BY OPERATING ACTIVITIES	$ 145,292

The Notes to the Financial Statements are an integral part of these statements.

Williamson County, Texas
Statement of Fiduciary Net Position
Fiduciary Funds
September 30, 2024

	Custodial Funds
ASSETS	
Cash and investments	$ 51,353,649
Accounts receivable	2,438,294
Prepaid assets	39,702
Total assets	53,831,645
LIABILITIES	
Accounts payable	2,199,081
Due to other governments	728,643
Unearned revenue	99,620
Total liabilities	3,027,344
NET POSITION	
Individuals, organizations, and other governments	50,804,301
TOTAL NET POSITION	$ 50,804,301

The Notes to the Financial Statements are an integral part of these statements.

Williamson County, Texas

Statement of Changes in Fiduciary Net Position
Fiduciary Funds
For the Fiscal Year Ended September 30, 2024

	Custodial Funds
ADDITIONS	
Tax collections from other governments	$ 3,066,052,240
Fees for other governments	1,020
Held for others	66,636,426
Interest income	3,442,241
Total additions	3,136,131,927
DEDUCTIONS	
Payment to other governments	3,012,769,043
Payment to individuals	115,919,916
Total deductions	3,128,688,959
Net increase in fiduciary net position	7,442,968
NET POSITION, beginning of year	43,361,333
NET POSITION, end of year	$ 50,804,301

The Notes to the Financial Statements are an integral part of these statements.

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Note 1. Summary of Significant Accounting Policies

Williamson County, Texas (the County) uses a commission form of government under the laws and statutes of the constitution of the State of Texas. The County provides various services to advance the welfare, health, morals, comfort, safety, and convenience of the County and its inhabitants. A summary of the significant accounting policies consistently applied in the preparation of the accompanying financial statements follows:

Financial Reporting Entity

The Governmental Accounting Standards Board (GASB) has issued Statement No. 14*, The Financial Reporting Entity* and Statement No. 61, *The Financial Reporting Entity: Omnibus*, which established standards for defining and reporting on the financial reporting entity. The discussion that follows includes not only the minimum guidelines for an entity's inclusion in the County's financial statements, but also the reasons that certain entities were excluded from the statements.

The definition of the reporting entity is based primarily on the notion of financial accountability. The elected officials governing Williamson County are accountable to their constituents for their public policy decisions, regardless of whether those decisions are carried out directly through the operations of the County or by their appointees through the operations of a separate entity. Therefore, the County is not only financially accountable for the organizations that make up its legal entity, it is also financially accountable for legally separate organizations if its officials appoint a voting majority of an organization's governing body and either it is able to impose its will on that organization or there is a potential for the organization to provide specific financial benefits to, or to impose specific financial burdens on the County.

Depending on the significance of the County's financial and operational relationships with various separate entities, the organizations are classified as blended or discretely presented component units, related organizations, joint ventures, or jointly governed organizations, and the financial disclosure is treated accordingly.

Related Organizations – Where the Williamson County Commissioners Court (Commissioners Court) is responsible for appointing a majority of the members of a board of another organization, but the County's accountability does not extend beyond making such appointments, disclosure is made in the form of the relation between the County and such organization.

Blended Component Units

*Avery Ranch Road District No. 1 (*Avery Ranch District*)* was formed by the Commissioners Court in accordance with the Texas Government Code in February of 2001. The Avery Ranch District issues unlimited tax bonds for the purpose of developing roads within the District. The bonds constitute direct obligations of the Avery Ranch District payable from ad valorem taxes levied upon all taxable property located within the Avery Ranch District. The Avery Ranch District meets the financial accountability tests and is considered to be a blended component unit. Specifically, the government body is made up of Commissioners Court members and management of the primary government has operational responsibility for the Avery Ranch District.

Pearson Place Road District (Pearson District) was formed by the Commissioners Court in accordance with the Texas Government Code in July of 2010. The Pearson District issues unlimited tax bonds for the purpose of developing roads within the Pearson District. The bonds constitute direct obligations of the Pearson Place Road District payable from ad valorem taxes levied upon all taxable property located with the Pearson District. The Pearson District meets the financial accountability tests and is considered to be a blended component unit. Specifically, the government body is made up of Commissioners Court members and management of the primary government has operational responsibility for the Pearson District.

Northwoods Road District No. 1 (Northwoods District) was formed by Commissioners Court in August of 2011. The District issues unlimited tax bonds for the purpose of developing roads in the district. The fund is used to reimburse the developer for construction of the four-lane divided portion of Staked Plains Boulevard from Avery Ranch Subdivision to Lakeline Boulevard, and the widening and extension of Lakeline Boulevard to a four lane arterial from Lake Creek east to the Capital Metro right-of-way. The fund is also used to pay for the long-term debt expenditures for the district. The Northwoods District meets the financial accountability tests and is considered to be a blended component unit. Specifically, the government body is made up of Commissioners Court members and management of the primary government has operational responsibility for the Northwoods District.

Somerset Hills Road District No. 3 (Somerset Hills District #3) was formed by the Commissioners Court in February of 2008. The District issues unlimited tax bonds for the purpose of developing roads in the district. The fund is used to reimburse the developer and Williamson County for its share of the costs associated with construction expenses and land dedication for Ronald Reagan Boulevard from Farm to Market Road 2338 to State Highway 195. The District is governed by a Board comprised of the Williamson County Commissioners Court. The Somerset Hills District #3 meets the financial accountability tests and is considered to be a blended component unit. Specifically, the government body is made up of Commissioners Court members and management of the primary government has operational responsibility for the Somerset Hills District #3.

Somerset Hills Road District No. 4 (Somerset Hills District #4) was formed by the Commissioners Court in February of 2008. The District issues unlimited tax bonds for the purpose of developing roads in the district. The fund is used to reimburse the developer and Williamson County for its share of the costs associated with construction expenses and land dedication for Ronald Reagan Boulevard from Farm to Market Road 2338 to State Highway 195. The Somerset Hills District #4 meets the financial accountability tests and is considered to be a blended component unit. Specifically, the government body is made up of Commissioners Court members and management of the primary government has operational responsibility for the Somerset Hills District #4.

Avery Centre Road District No. 1 (Avery Centre District) was formed by the Commissioners Court in 2008. The Avery Centre District issues unlimited tax bonds for the purpose of developing roads in the district. The fund is for constructing, improving, acquiring, maintaining, reimbursing, financing and operating macadamized, graveled or paved roads, and turnpikes and related bridges, trails, drainage works, and other similar improvements, and carrying out other improvements. The Avery Centre District is governed by a Board comprised of the Williamson County Commissioners Court.

Williamson County Conservation Foundation is a nonprofit corporation formed under the laws of the Texas Nonprofit Corporation Act. It was formed by the Commissioners Court in December of 2002, as a pro-active approach to providing for conservation and the recovery of endangered species in the Williamson County area. The Foundation is governed by a Board appointed by the Commissioners Court, of which, two members are County Commissioners. The Foundation meets the financial accountability tests and is considered to be a blended component unit. Specifically, the Foundation's board is substantively the same as the Commissioners Court and management of the primary government has operational responsibility for the Foundation. Additionally, there is a financial burden relationship between the primary government and the Foundation. Complete financial statements for each of the individual component units may be obtained at the Williamson County Auditor's Office.

Based upon the foregoing criteria, the following entity is not included in the accompanying financial statements: the Williamson County and Cities Health District.

Government-Wide and Fund Financial Statements
The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the government. For the most part, the effect of interfund activity has been removed from these statements. Governmental activities are normally supported by taxes and intergovernmental revenue.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenue. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenue includes: 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment; and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not included in program revenue are reported as general revenues.

Measurement Focus, Basis of Accounting and Financial Statement Presentation
Separate financial statements are provided for governmental funds, proprietary funds and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds are reported as separate columns in the fund financial statements.

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenue in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the County considers revenue to be available if collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

Property taxes and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenue of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the County.

The County reports the following major governmental funds:

The *General Fund* is the County's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

The *Special Road and Bridge Fund* is a special revenue fund used to account for revenue derived from ad valorem taxes, vehicle registration fees, and rebates from the State of Texas. Expenditures are legally restricted for maintenance and construction of County roads and bridges.

The *Debt Service Fund* is used to account for the accumulation of resources for, and payment of, general long-term debt principal, interest, and related costs.

The *Capital Projects Fund* is used to account for the acquisition of capital assets or construction of major capital projects.

The *Grants Fund* is used to account for federal, state, and private monies provided for the enhancement of programs not fully funded by the County.

Additionally, the County reports the following fund types:

Internal Service Funds account for the Benefits Program and Fleet Maintenance services provided to other departments or agencies of the government, or to other governments, on a cost reimbursement basis.

Custodial Funds are used to account for assets held by the County on behalf of individuals and other governments. Examples include taxes, fines, bonds, and restitution.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements with the exception of interfund services provided and used.

Amounts reported as program revenues include: 1) charges to customers or applicants for goods, services, or privileges provided; 2) operating grants and contributions; and 3) capital grants and contributions. Internally dedicated resources are reported as general revenues rather than as program revenues. Likewise, general revenue includes all taxes. Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the County's internal service funds are charges to customers for services. Operating expenses for the internal service funds include the cost of services, administrative expenses, and depreciation on capital assets. All revenue and expenses not meeting this definition are reported as non-operating revenue and expenses.

Note 2. Assets, Liabilities and Net Position or Fund Balance

Cash and Investments

The County pools cash resources of some funds and invests these funds jointly. Each fund owns a pro rata share of the cash and investments. The County is entitled to invest in obligations of the United States, the State of Texas, and certificates of deposit of state or national banks or savings and loan associations within the State. All investments are stated at fair market value.

Investment earnings are allocated to the respective funds based on the cash balances outstanding at the end of each month.

The County's cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition.

Receivables and Payables
Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either "due to/from other funds" (i.e., the current portion of interfund loans) or "advances to/from other funds" (i.e., the noncurrent portion of interfund loans). All other outstanding balances between funds are reported as "due to/from other funds".

Advances between funds, as reported in the fund financial statements, are offset by a fund balance reserve account in applicable governmental funds to indicate that they are not available for appropriation and are not expendable available financial resources.

All trade and property tax receivables are shown net of an allowance for uncollectible amounts. Trade accounts receivable in excess of 60 days comprise the trade accounts receivable allowance for uncollectible amounts.

Ad valorem property taxes attach as enforceable liens as of January 1. Taxes are levied prior to September 30, payable on October 1, and are delinquent on February 1. The majority of the County's property tax collections occur during December and early January each year. To the extent that County property tax revenue results in current receivables as defined by the GASB they are recognized when levied.

Inventories and Prepaid Items
All inventories are valued at cost using the first-in/first-out (FIFO) method.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements. Prepaid items are recorded using the consumption method.

Deferred Contributions
Deferred contributions include the construction costs primarily of roads within the County that will be contributed upon completion to another governmental entity. Upon completion of the project, these assets will be transferred to another governmental entity and expensed in the statement of activities.

Capital Assets
Capital assets, which include property, plant, equipment and infrastructure assets (e.g. roads, bridges, sidewalks and similar items) and intangible assets (i.e., mitigation credits) are reported in the governmental activities column in the government-wide financial statements. The County defines capital assets as assets with an initial, individual cost of more than $5,000 (amount not rounded) and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated acquisition value at the date of donation.

Intangible assets were modified to comply with GASB Statement No. 51. Intangible assets are not physical in nature, do not have monetary form, and are identifiable. Intangible assets include mitigation credits, unregistered trademarks, easements, and software (acquired or internally developed). Like capital assets, the County defines intangible assets with an initial cost of more than $5,000 and an estimated useful life in excess of one year. Intangible assets with definite estimated useful lives from 2 to 60 years are amortized using the straight-line method.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets' lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

Property, plant, and equipment are depreciated using the straight-line method over the following estimated useful lives:

Assets	Years
Buildings and improvements	25 - 40
Vehicles	3 - 14
Machinery and equipment	5 - 15
Infrastructure	5 - 50
Improvements other than buildings	10 - 40
Right-of-use assets	2 - 6

Federal and State Grants
Revenue from federal and state grants is recognized on the basis of actual expenditures incurred, limited to the amount of the total grant award. Shared revenue is recognized based on the fiscal period to which the entitlements received apply.

Compensated Absences
The Williamson County Personnel Policy provides employees with vacation leave and non-vesting accumulating rights to sick pay benefits. The policy allows all employees to accumulate a range of 80 to 168 hours of vacation per year depending on tenure and position, and to carry their vacation balance forward to the next fiscal year in an amount not to exceed 80 to 168 hours, respectively. Employees may also accrue up to 240 hours of compensatory time. Additionally, holiday time is accrued up to a maximum of 200 hours. Unused compensatory time and vacation leave time is paid upon termination. Governmental fund liability and expenditures are not recognized until they come due for payment.

Long-term Obligations
In the government-wide financial statements and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities. Bond premiums and discounts, as well as charges on refundings, are deferred and amortized over the life of the bonds. Bonds payable are reported net of the applicable bond premium or discount. Charges and gains on refundings are reported as deferred charges or gains and amortized over the term of the related debt.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Fund Balances and Net Position

Government-Wide Financial Statements
Net Position on the Statement of Net Position includes the following categories:

Net investment in capital assets – the component of net position that reports the difference between capital assets less both the accumulated depreciation and the outstanding balance of debt, net of premiums and discounts, excluding unspent proceeds, that are directly attributable to the acquisition, construction or improvement of these capital assets.

Restricted – net position are reported as restricted when there are limitations imposed on their use either through the enabling legislation adopted by the County or through external restrictions imposed by creditors, grantors, or laws or regulations of other governments.

Unrestricted – the difference between the assets and liabilities that is not reported in any of the classifications above.

Governmental Fund Financial Statements
The County has adopted the provisions of GASB Statement No. 54, *Fund Balance Reporting and Government Fund Type Definitions* (GASB 54). The objective of the statement is to enhance the usefulness of fund balance information by providing clearer fund balance classifications that can be more consistently applied and by clarifying the existing government fund type definitions. The statement establishes fund balance classifications that comprise a hierarchy based primarily on the extent to which a government is bound to observe constraints imposed upon the use of the resources reported in governmental funds. Fund balance classifications, under GASB 54 are nonspendable, restricted, committed, assigned, and unassigned. These classifications reflect not only the nature of funds, but also provide clarity to the level of restriction placed upon fund balance. Fund balance can have different levels of constraint, such as external versus internal compliance requirements. Unassigned fund balance is a residual classification within the General Fund. The General Fund should be the only fund that reports a positive unassigned balance. In all other funds, unassigned is limited to negative residual fund balance.

In accordance with GASB 54, the County classifies governmental fund balances as follows:

Nonspendable – includes amounts that cannot be spent because they are either not in spendable form, or, for legal or contractual reasons, must be kept intact.

Restricted – includes fund balance amounts that are constrained for specific purposes, which are externally imposed by providers, such as creditors, or amount restricted due to constitutional provisions or enabling legislation.

Committed – includes fund balance amounts that are constrained for specific purposes that are internally imposed by the County through formal action of the highest level of decision-making authority. Committed fund balance is reported pursuant to resolution passed by the County Commissioners Court.

Unassigned – includes residual positive fund balance within the General Fund, which has not been classified within the other above-mentioned categories. Unassigned fund balance may also include negative balances for any governmental fund if expenditures exceed amounts restricted, committed, or assigned for those specific purposes.

When both restricted and unrestricted resources are available for use, it is the County's policy to use restricted resources first, then unrestricted resources as they are needed. Furthermore, committed fund balances are reduced first, followed by assigned amounts and then unassigned amounts where expenditures are incurred for purposes for which amounts in any of those unrestricted fund balance classifications can be used.

The County has established a minimum fund balance policy whereby the County's unassigned general fund balance will be maintained at levels sufficient to protect the County's creditworthiness as well as its financial position from unforeseeable emergencies. The County will strive to maintain the unassigned general fund balance at a minimum level of 35% of total general fund budgeted expenditures.

A summary of the nature and purpose of fund balances at September 30, 2024, is as follows:

	General	Special Road and Bridge	Debt Service	Capital Projects	Other Governmental	Total Governmental Funds
Fund balances						
Nonspendable						
Inventory	$ -	$ 1,397,121	$ -	$ -	$ -	$ 1,397,121
Prepaid items	90,295	4,645	-	-	1,952	96,892
Total nonspendable	90,295	1,401,766	-	-	1,952	1,494,013
Restricted for						
Construction and maintenance of roads and bridges	-	41,845,310	-	-	50,946,235	92,791,545
Payment of general long-term debt principal, interest and related costs	-	-	10,920,833	-	2,040,745	12,961,578
Acquisition of capital assets	-	-	-	671,957,871	13,303,380	685,261,251
Construction and improvements of court buildings	-	-	-	-	536,393	536,393
Court mediations	-	-	-	-	1,020,414	1,020,414
Third Court of Appeals	-	-	-	-	1,085	1,085
Child safety, health or nutrition	-	-	-	-	871,890	871,890
Conservation of endangered species	-	-	-	-	22,247,364	22,247,364
Technological enhancements	-	-	-	-	487,477	487,477
The County Jail	-	-	-	-	3,888,576	3,888,576
Drug cases, drug education or equipment for law enforcement	-	-	-	-	956,931	956,931
The Radio Communication System	-	-	-	-	853,172	853,172
Maintenance, digitalization and preservation of County and Court records	-	-	-	-	15,166,620	15,166,620
Court reporter	-	-	-	-	1,022,512	1,022,512
Teen Court Program	-	-	-	-	4,187	4,187
Administration and Enforcement of Fire Code	-	-	-	-	517,223	517,223
Courthouse and Justice of the Peace security	-	-	-	-	908,981	908,981
Specialty Courts	-	-	-	-	224,828	224,828
Voting and election services	-	-	-	-	1,724,939	1,724,939
Juvenile and guardianship programs	-	-	-	-	1,482,581	1,482,581
Law library	-	-	-	-	1,679,950	1,679,950
Medical services	-	-	-	-	10,719,845	10,719,845
Training	-	-	-	-	96,976	96,976
Regional animal shelter	-	-	-	-	1,642,908	1,642,908
The City of Hutto and Hutto ISD	-	-	-	-	762,798	762,798
Recreational facilities	-	-	-	-	2,400,908	2,400,908
Historical commission	-	-	-	-	18,407	18,407
Williamson County landfill	-	-	-	-	7,782,669	7,782,669
Healthcare Participation Program	-	-	-	-	858,673	858,673
Community Improvement Projects Precinct 4	-	-	-	-	20,000	20,000
Total restricted	-	41,845,310	10,920,833	671,957,871	144,188,667	868,912,681
Committed to						
Cash reduction plan and long term transportation plan	66,951,388	-	-	-	-	66,951,388
Total committed	66,951,388	-	-	-	-	66,951,388
Unassigned	170,706,542	-	-	-	-	170,706,542
Total fund balances	$ 237,748,225	$ 43,247,076	$ 10,920,833	$ 671,957,871	$ 144,190,619	$ 1,108,064,624

Pensions
The County has adopted accounting policy in response to GASB Statement No. 68, *Accounting and Financial Reporting for Pensions, An Amendment of GASB Statement No. 27* (GASB 68). For purposes of measuring the net pension liability, pension related deferred outflows and inflows of resources, and pension expense, the County specific information about its Fiduciary Net Position in the Texas County and District Retirement System (TCDRS) and additions to/deductions from the County's Fiduciary Net Position have been determined on the same basis as they are reported by TCDRS. For this purpose, plan contributions are recognized in the period that compensation is reported for the employee, which is when contributions are legally due. Benefit payments and refunds are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value. Information regarding the County's Total Pension Liability is obtained from TCDRS through a report prepared for the County by TCDRS consulting actuary, Milliman, in compliance with GASB 68.

Other Postemployment Benefits (OPEB)
Other Postemployment Benefits (OPEB) cost for retiree healthcare and similar, non-pension retiree benefits, is required to be measured and disclosed using the accrual basis of accounting, regardless of the amount recognized as OPEB expense on the modified accrual basis of accounting. Annual OPEB cost is calculated in accordance with GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions* (GASB 75). GASB 75 requires a liability for OPEB obligations to be recognized on the balance sheets of participating employers. Changes in OPEB liability will be immediately recognized as OPEB expense on the income statement or reported as deferred inflows/outflows of resources depending on the nature of the change. Information regarding the County's OPEB liability is obtained through a report prepared for the County by Milliman, a consulting actuary, in compliance with GASB 75.

Leases

Lessee
The County is a lessee for non-cancelable leases of office equipment. The County recognizes a lease liability and an intangible right-to-use lease asset in the government-wide financial statements. At the commencement of a lease, the County initially measures the lease liability at the present value of the payments expected to be made during the lease term. Subsequently, the lease liability is reduced by the principal portion of lease payments made. The lease asset is initially measured as the initial amounts of the lease liability, adjusted for lease payments made at or before the lease commencement date, plus certain initial direct costs. Subsequently, the lease asset is amortized on a straight-line basis over its useful life.

Key estimates and judgements related to leases include how the County determines (1) the discount rate it uses to discount the expected lease payments to present value, (2) lease term, and (3) lease payments.

- The County uses the interest rate charges by the lessor as the discount rate. When the interest rate charged by the lessor is not provided, the County generally uses its estimated incremental borrowing rate as the discount rate for leases.

- The lease term includes the non-cancelable period of the lease. Lease payments included in the measurement of the lease liability are composes of fixed payments and purchase option price the County is reasonably certain to exercise.

The County monitors changes in circumstances that would require a remeasurement of its lease and will remeasure the lease asset and liability if certain changes occur that are expected to significantly affect the amount of the lease liability.

Lease assets are reported with other capital assets and lease liabilities are reported with long-term debt on the statement of net position.

Lessor
The County is a lessor for non-callable leases of facilities and land. The County recognizes a lease receivable and a deferred inflow of resources in the government-wide and governmental fund financial statements.

At the commencement of a lease, the County initially measures the lease receivable at the present value of payments expected to be received during the lease term. Subsequently, the lease receivable is reduced by the principal portion of the lease payments received.

Key estimates and judgements include how the County determines (1) the discount rate it uses to discount the expected lease receipts to present value, (2) lease term, and (3) lease receipts.

- The County uses its estimated incremental borrowing rate as the discount rate for leases.
- The lease term includes the non-cancelable period of the lease. Lease receipts included in the measurement of the lease receivable is composed of fixed payments from the lessee.

The County monitors changes in circumstances that would require a remeasurement of its lease and will remeasure the lease receivable and deferred inflows of resources if certain changes occur that are expected to significantly affect the amount of the lease receivable.

Lease receivables are reported with other assets and deferred inflow related to leases are reported with deferred inflows on the statement of net position and balance sheet.

Subscription-Based Information Technology Arrangements (SBITAs)
The County has non-cancellable contracts with SBITA vendors for the right to use information technology (IT) software, alone or in combination with tangible capital assets (the underlying IT assets). The County recognizes a subscription liability, reported with long-term debt, and a right-of-use subscription asset (an intangible asset), reported with other capital assets, in the government-wide and proprietary fund financial statements. The County recognizes subscription liabilities with an initial, individual value of $5,000 or more.

At the commencement of a SBITA, the County initially measures the subscription liability at the present value of payments expected to be made during the subscription term. Subsequently, the subscription liability is reduced by the principal portion of SBITA payments made. The subscription asset is initially measured as the initial amount of the subscription liability, adjusted for SBITA payments made at or before the SBITA commencement date, plus certain initial implementation costs. Subsequently, the subscription asset is amortized on a straight-line basis over the shorter of the subscription term or the useful life of the underlying IT assets.

Key estimates and judgments related to SBITAs include how the County determines (1) the discount rate it uses to discount the expected subscription payments to present value, (2) subscription term, and (3) subscription payments.

- The County uses the interest rate charged by the SBITA vendor as the discount rate. When the interest rate charged by the SBITA vendor is not provided, the County generally uses its estimated incremental borrowing rate as the discount rate for SBITAs.
- The subscription term includes the noncancellable period of the SBITA.
- Subscription payments included in the measurement of the subscription liability are composed of fixed payments, variable payments fixed in substance or that depend on an index or a rate, termination penalties if the County is reasonably certain to exercise such options, subscription contract incentives receivable from the SBITA vendor, and any other payments that are reasonably certain of being required based on an assessment of all relevant factors.

The County monitors changes in circumstances that would require a remeasurement of its SBITAs and will remeasure the subscription asset and liability if certain changes occur that are expected to significantly affect the amount of the subscription liability.

Deferred Outflows/Inflows of Resources
In addition to assets, the statement of financial position and/or balance sheet will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net assets that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position and/or balance sheet will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net assets that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

The County has the following items that are reported as deferred outflows or deferred inflows of resources.

- *Deferred charges/gains on refundings* – A deferred charge/gain on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. Deferred charges are reported as a deferred outflow and deferred gains are reported as a deferred inflow, and both are amortized over the shorter of the life of the refunded or refunding debt.
- *Deferred inflows related to leases* – This is initially measured as the initial amount of the lease receivable, adjusted for lease payments received at or before the lease commencement date. Subsequently, the deferred inflow of resources is recognized as revenue over the life of the lease term.
- *Pension contributions after measurement date* – These contributions are reported as a deferred outflow and recognized in the following fiscal year.
- *Net Difference in projected and actual earnings on pension assets* – This difference is reported as a deferred outflow and amortized over a closed five-year period.
- *Difference in projected and actual experience and changes in assumptions for pension and OPEB* – These differences are reported as both a deferred outflow and inflow and amortized over the average service life for all active, inactive, and retired members.
- *Deferred revenues* – revenues that have been billed but not yet collected or collected within the availability period are reported as unavailable revenues. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available.

Use of Estimates
The preparation of financial statements, in conformity with generally accepted accounting principles, requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual amounts could differ from those estimates.

Note 3. Stewardship, Compliance, and Accountability

Budgetary Information
In accordance with the Local Government Budget and Fiscal Control Act, the County follows these procedures in establishing the budgetary data reflected in the financial report:

1. The Budget Officer submits to the County Commissioners a proposed operating budget for the fiscal year commencing the following October. The operational budget includes proposed expenditures and the means of financing them.

2. Public hearings are conducted to obtain taxpayer comments.

3. The budget is legally enacted through passage of an ordinance by September 30 each year.

The County Commissioners may amend the budget ordinance at any time after its adoption so long as the amended ordinance continues to meet the requirements of "Local Government Budget and Fiscal Control Act". During the year, several supplementary appropriations to the original budget were necessary. The County's legal level of budgetary control is at the department level. Management is authorized to transfer budgeted amounts between accounts within any department; however, any revisions that alter the total expenditures of any department must be approved by the County Commissioners. For internal management purposes, the budgets are detailed by line item and entered into the accounting records. Comparisons of actual expenditures or expenses to budget are made on an ongoing basis. Budgets of the General, Special Revenue, and Debt Service are prepared on an annual basis. Formal budgetary integration is not employed for Capital Projects Funds because budgetary control is achieved through legally binding construction contracts.

Budgets are adopted on a basis consistent with generally accepted accounting principles. Annual appropriated budgets are adopted for the General, Special Revenue (except as noted in the following paragraph), and Debt Service Funds. All annual appropriations lapse at fiscal year-end.

Annually appropriated budgets are not adopted for all Special Revenue Funds. The Appellate Judicial System, Avery Centre Road District #1, Child Abuse Prevention, Child Safety, Community Improvement Pct. 4, County Sheriff, District Attorney Welfare Fraud, Fire Code Enforcement, Grants, Local Provider Participation, Pass-through Funding Program, Unclaimed Juvenile Restitution, WM-City of and Hutto ISD, WM-Community Recreation Facility, WM-Future Environmental Liability, and WM-Master Site Development do not have legally adopted budgets. Accordingly, budget and actual comparisons do not include these funds.

Deficit Unrestricted Net Position
A deficit unrestricted net position of approximately $860,132,582 exists in governmental activities as of September 30, 2024. This deficit is primarily the result of the County issuing bonds to finance the construction of infrastructure contributed to other governmental entities. As of September 30, 2024, the amount of bonds outstanding that were used to finance construction of assets transferred to another governmental entity was approximately $494,000,000. These bonds will be paid with future property tax revenues restricted for debt service.

Note 4. Deposits and Investments

The Public Funds Investment Act (Government Code Chapter 2256) contains specific provisions in the areas of investment practices, management reports, and establishment of appropriate policies. Among other things, it requires the County to adopt, implement, and publicize an investment policy. That policy must address the following areas: (1) safety of principal and liquidity; (2) portfolio diversification; (3) allowable investments; (4) acceptable risk levels; (5) expected rates of return; (6) maximum allowable stated maturity of portfolio investments; (7) maximum average dollar-weighted maturity allowed based on the stated maturity date for the portfolio; (8) investment staff quality and capabilities; and (9) competitive bidding processes where applicable. Statutes authorize the County to invest in (1) obligations of the U.S. Treasury, certain U.S. agencies, and the State of Texas; (2) certificates of deposit; (3) certain municipal securities; (4) money market savings accounts; (5) repurchase agreements; (6) bankers acceptances; (7) mutual funds; (8) investment pools; (9) guaranteed investment contracts; and (10) common trust test procedures related to investment practices as provided by the Act. The County is in substantial compliance with the requirements of the Act and with local policies.

Certain investment types are not required to be measured at fair value; these include certain investment pools in which the underlying portfolio is measured at amortized cost. Other investment pools, in which underlying portfolio investments are measured at fair value, are reported by the County at the net asset value (NAV) determined by the pool, which approximates fair value.

TexPool
TexPool is duly chartered and overseen by the State Comptroller's Office, administered and managed by Federated Investors, Inc. State Street Bank serves as the custodial bank. The portfolio consists of U.S. Government securities, collateralized repurchase and reverse repurchase agreements, and AAA rated money market mutual funds.

TexPool transacts at a net asset value of $1.00 per share, has a weighted average maturity of 60 days or less and weighted average life of 120 days or less, investments held are highly rated by a nationally recognized statistical rating organization, have no more than 5% of portfolio with one issuer (excluding US government securities), and can meet reasonably foreseeable redemptions. The investment pool has a redemption notice period of one day and no maximum transaction amounts. The investment pool authorities may only impose restrictions on redemptions in the event of a general suspension of trading on major securities market, general banking moratorium or national or state emergency that affects the pool liquidity.

TexPool Prime
TexPool Prime is duly chartered and overseen by the State Comptroller's Office, administered and managed by Federated Investors, Inc. State Street Bank serves as the custodial bank. The portfolio consists of U.S. Government securities, collateralized repurchase and reverse repurchase agreements, AAA rated money market mutual funds, commercial paper and certificates of deposit.

TexPool Prime transacts at a net asset value of $1.00 per share, has a weighted average maturity of 60 days or less and weighted average life of 120 days or less, investments held are highly rated by a nationally recognized statistical rating organization, have no more than 5% of portfolio with one issuer (excluding US government securities), and can meet reasonably foreseeable redemptions. The investment pool has a redemption notice period of one day and no maximum transaction amounts. The investment pool authorities may only impose restrictions on redemptions in the event of a general suspension of trading on major securities market, general banking moratorium or national or state emergency that affects the pool liquidity.

Texas Cooperative Liquid Asset Securities System Trust (Texas CLASS)
Texas CLASS was created in accordance with the requirements contained in section 2256.016 of the Public Funds Investment Act (PFIA). The Texas CLASS Trust Agreement is an agreement of indefinite term regarding the investment, reinvestment, and withdrawal of local government funds. The parties to the Trust Agreement are Texas local government entities that choose to participate in the Trust (the Participants), Public Trust Advisors, LLC (Public Trust) as Program Administrator, and Wells Fargo Bank Texas, N.A. as Custodian.

Texas CLASS Portfolio
Texas CLASS is an external investment pool measured at fair value, i.e. net asset value. The investment pool strategy is to seek preservation of principal, liquidity and current income through investment in a diversified portfolio of short term marketable securities. There are no unfunded commitments related to the investment pool. Texas CLASS has a redemption notice period of one day and may redeem daily. The investment pool authorities may only impose restrictions on redemptions in the event of a general suspension of trading on major securities market, general banking moratorium or national or state emergency that affects the pool liquidity. The Texas CLASS portfolio consists of U.S. Government securities; collateralized repurchase and reverse repurchase agreements; AAA rated money market mutual funds; and commercial paper.

Texas CLASS Government Portfolio
Texas CLASS Government is an external investment pool measured at fair value, i.e. net asset value. The investment pool strategy is to seek preservation of principal, liquidity and current income through investment in a diversified portfolio of short term marketable securities. There are no unfunded commitments related to the investment pool. Texas CLASS has a redemption notice period of one day and may redeem daily. The investment pool authorities may only impose restrictions on redemptions in the event of a general suspension of trading on major securities market, general banking moratorium or national or state emergency that affects the pool liquidity. The Texas CLASS Government portfolio consists of U.S. Government securities; collateralized repurchase and reverse repurchase agreements; and AAA rated money market mutual funds.

Local Government Investment Cooperative (LOGIC)
LOGIC is duly chartered by the State of Texas Interlocal Cooperation Act, is administered by Hilltop Securities, Inc. and J.P. Morgan Investment Management, Inc. (JPMIM), and managed by JPMIM, who provides custody and investment management.

LOGIC's investment objectives are to seek preservation of principal, liquidity, and current income through investment in a diversified portfolio of short-term marketable securities. The portfolio will maintain a dollar-weighted average maturity that does not exceed 60 days and seeks to maintain a net asset value of $1.00 per share. LOGIC may invest in securities including: obligations of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks; other obligations which are unconditionally guaranteed or insured by the U.S.; fully collateralized repurchase agreements with a defined termination date and unconditionally guaranteed or insured by the U.S. or its agencies and instrumentalities; SEC-registered money-market fund rated in the highest rating category by at least one nationally recognized statistical rating organization (NRSRO); and commercial paper as authorized under the Public Funds Investment Act. The investment pool has a redemption notice period of one day and no maximum transaction amounts. The investment pool authorities may only impose restrictions on redemptions in the event of a general suspension of trading on major securities market, general banking moratorium or national or state emergency that affects the pool liquidity.

The County categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. GASB Statement No. 72, *Fair Value Measurement and Application* provides a framework for measuring fair value which establishes a three-level fair value hierarchy that describes the inputs that are used to measure assets and liabilities.

- Level 1 inputs are quoted prices (unadjusted) for identical assets or liabilities in active markets that a government can access at the measurement date.
- Level 2 inputs are inputs – other than quoted prices included within Level 1- that are observable for an asset or liability, either directly or indirectly.
- Level 3 inputs are unobservable inputs for an asset or liability.

The fair value hierarchy gives the highest priority to Level 1 inputs and the lowest priority to Level 3 inputs. If a price for an identical asset or liability is not observable, a government should measure fair value using another valuation technique that maximizes the use of relevant observable inputs and minimizes the use of unobservable inputs. If the fair value of an asset or a liability is measured using inputs from more than one level of the fair value hierarchy, the measurement is considered to be based on the lowest priority level input that is significant to the entire measurement. The Level 2 investments below represent approximate fair value of the County's commercial paper based on quoted market prices or alternative pricing sources and models utilizing observable inputs.

The County has recurring fair value measurements as presented in the table below. The County's investment balances and weighted average maturity of such investments are as follows:

Investment Type	September 30, 2024	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Other Observable Inputs (Level 3)	Weighted Average Maturity (Days)
Investments not subject to fair value (amortized cost)					
TexPool	$ 120,754,240	$ -	$ -	$ -	26
TexPool Prime	71,445,563	-	-	-	39
LOGIC	49,511,818	-	-	-	42
Texas Class	88,021,571	-	-	-	49
Texas Class Government Class	5,400,346	-	-	-	23
Investments by fair value level					
CD Investments	-	5,595,748	-	-	127
U.S. Equity Securities	-	44,974,788	-	-	239
U.S. Agency Securities	-	373,336,638	-	-	360
U.S. Treasury Bonds	-	455,282,298	-	-	126
Total	$ 335,133,538	$ 879,189,472	$ -	$ -	

Interest Rate Risk. In accordance with its investment policy, the County manages its exposure to declines in fair market values by limiting the average dollar-weighted maturity of its portfolio to a maximum of 365 days.

Custodial Credit Risk. In the case of deposits, this is the risk that in the event of a bank failure, the County's deposits may not be returned to it. State statutes require that all deposits in financial institutions be fully collateralized by U. S. Government Obligations or its agencies and instrumentalities or direct obligations of Texas or its agencies and instrumentalities that have a fair value of not less than the principal amount of deposits.

Credit Risk. It is the County's policy, as defined in the Texas Public Funds Investment Act, to limit its investments to investment types with an investment quality rating not less than A or its equivalent by a nationally recognized statistical rating organization. The money market and CD investments are not rated.

The remainder of the County's investments are rated as follows:

Investment Type	Rating	Rating Agency
TexPool	AAAm	Standard & Poor's
TexPool Prime	AAAm	Standard & Poor's
LOGIC	AAA	Standard & Poor's
Texas Class	AAAm	Standard & Poor's
Texas Class Government	AAAm	Standard & Poor's
U.S. Agency Securities	AA+	Standard & Poor's

Note 5. Receivables and Unearned Revenue

Receivables as of year-end for the County's individual major funds and non-major funds in the aggregate, including the applicable allowances for uncollectible accounts, are as follows:

	Governmental Funds						
	General	Special Road and Bridge	Debt Service	Capital Projects	Grants	Other Governmental Funds	Total
Receivables							
Property taxes	$ 2,963,703	$ 563,013	$ 1,962,003	$ -	$ -	$ -	$ 5,488,719
Adjudicated fines	2,621,916	-	-	-	-	-	2,621,916
Emergency medical services	31,674,616	-	-	-	-	-	31,674,616
Due from Other governments	60,467	-	-	9,342,127	1,206,986	4,227,392	14,836,972
Interest	909,416	354,229	-	1,421,943	-	179,454	2,865,042
Other	3,518,908	1,035,388	-	-	-	593,371	5,147,667
Gross receivables	41,749,026	1,952,630	1,962,003	10,764,070	1,206,986	5,000,217	62,634,932
Less: allowance for uncollectibles	25,688,254	-	-	-	-	-	25,688,254
Net total receivables	$ 16,060,772	$ 1,952,630	$ 1,962,003	$ 10,764,070	$ 1,206,986	$ 5,000,217	$ 36,946,678

Governmental funds report unavailable revenue in connection with receivables for revenue that is not considered to be available to liquidate liabilities of the current period, which will be reported as the deferred inflow of resources in the government funds. Governmental funds also record unearned revenues in connection with resources that have been received, but not yet earned. At the end of the current fiscal year, the various components of unavailable revenue and unearned revenue reported in the governmental funds were as follows:

	Deferred Inflows	Unearned
General fund		
Delinquent property taxes receivable	$ 2,937,651	$ -
Adjudicated fines	792,301	-
Emergency medical services	5,521,445	-
Leases	585,298	-
Other	-	519,971
Total general fund	9,836,695	519,971
Special road and bridge		
Delinquent property taxes receivable	1,436,738	-
Other	-	7,925
Total special road and bridge	1,436,738	7,925
Debt service fund		
Delinquent property taxes receivable	1,943,482	-
Total debt service fund	1,943,482	-
Capital projects fund		
Intergovernmental	-	2,847,866
Total capital projects fund	-	2,847,866
Grants fund		
Federal and state grant funds	-	89,361,674
Total grants fund	-	89,361,674
Other governmental funds		
Delinquent property taxes receivable	24,951	-
Animal shelter fees	-	-
Total other governmental funds	24,951	-
Total governmental funds	$ 13,241,866	$ 92,737,436

Note 6. Capital Assets

Capital asset activity for the year ended September 30, 2024, was as follows:

	Beginning Balance	Additions/ Transfers to	Disposals/ Transfers from	Ending Balance
Governmental activities				
Capital assets, not being depreciated / amortized				
Land	$ 678,422,631	$ 112,147,708	$ (10,014,610)	$ 780,555,729
Intangibles	8,065,358	-	(284,410)	7,780,948
Construction in progress	239,084,286	148,020,555	(118,789,661)	268,315,180
Total assets not being depreciated / amortized	925,572,275	260,168,263	(129,088,681)	1,056,651,857
Capital assets being depreciated / amortized				
Buildings and improvements	323,326,278	6,475,648	-	329,801,926
Machinery and equipment	130,153,143	8,690,816	(1,515,574)	137,328,385
Infrastructure	649,413,529	113,370,476	(448,046)	762,335,959
Intangible	15,595,264	-	-	15,595,264
Right-to-use Asset - equipment	812,255	-	(278,658)	533,597
Right-to-use Asset - software	6,669,041	-	(406,293)	6,262,748
Total capital assets being depreciated / amortized	1,125,969,510	128,536,940	(2,648,571)	1,251,857,879
Less: accumulated Depreciation / amortization				
Buildings and improvements	(111,870,051)	(8,932,215)	-	(120,802,266)
Machinery and equipment	(83,213,797)	(9,355,159)	1,310,792	(91,258,164)
Infrastructure	(276,108,798)	(33,529,550)	336,156	(309,302,192)
Intangible	(14,120,640)	(638,340)	-	(14,758,980)
Right-to-use Asset - equipment	(428,015)	(137,901)	278,657	(287,259)
Right-to-use Asset - software	(1,497,484)	(1,464,526)	406,293	(2,555,717)
Total accumulated depreciation / amortization	(487,238,785)	(54,057,691)	2,331,898	(538,964,578)
Total capital assets being depreciated / amortized, net	638,730,725	74,479,249	(316,673)	712,893,301
Governmental activities Capital assets, net	$ 1,564,303,000	$ 334,647,512	$ (129,405,354)	$ 1,769,545,158

Depreciation / amortization expense was charged to functions/programs of the County as follows:

Governmental activities		
General government	$	5,964,372
Public safety		8,521,803
Transportation support		35,404,160
Judicial		950,123
Community services		3,037,486
Capital assets held by the County's internal service funds are charged to the various functions based on their usage of the assets		179,747
Total depreciation / amortization expense - governmental activities	$	54,057,691

Construction Commitments
The County has active construction projects as of September 30, 2024. The projects include road construction, parks and park improvements, as well as facilities construction. As of September 30, 2024, the County's commitments with contractors were as follows:

Project	Spent-to-date	Remaining Commitment
Road construction, parks and park improvements, facilities construction	$ 2,071,405,382	$ 246,630,232

Note 7. Interfund Receivables, Payables, and Transfers

The composition of interfund transfers for the year ended September 30, 2024 is as follows:

	Transfers In					
	General	Debt Service	Capital Projects	Grants	Other Governmental	Total
Transfers out						
General	$ -	$ -	$ 9,565,126	$ 27,486	$ 1,791,840	$ 11,384,452
Special road and bridge	-	-	20,221,768	-	-	20,221,768
Capital projects	-	-	-	38,709	-	38,709
Other governmental	1,020	6,276,000	5,090,337	61,638	425,824	11,854,819
Grant	-	-	26,058	-	-	26,058
Total transfers out	$ 1,020	$ 6,276,000	$ 34,903,289	$ 127,833	$ 2,217,664	$ 43,525,806

During the year, the General Fund transferred $9,565,126 to the Capital Projects Fund as part of the County's long-term transportation plan. It transferred $27,486 to the grants fund to provide local matching for various interlocal grants. It also transferred $1,791,840 to the Regional Animal Shelter Fund to assist with operational costs.

The Road and Bridge Fund transferred $20,221,768 to the Capital Projects Fund for various capital projects.

The Capital Projects Fund transferred $38,709 to the Grants Fund to provide local matching for intergovernmental grants.

The County Attorney Hot Checks Fund transferred $1,020 to the General Fund to assist with payment of expenditures. The Pass-through Toll Fund transferred $6,276,000 to the Debt Service Fund to assist with debt service requirements. The Conservation Fund transferred $61,638 to the Grants Fund to provide local matching for intergovernmental grants. The WM – City of Hutto and Hutto ISD Fund transferred $340,632 to the Capital Projects Fund for waterline projects. The Somerset Hills #4 and Somerset Hills #3 Road District Funds transferred $2,368,856 and $2,380,849, respectively to the Capital Projects Fund for construction costs.

The Grants Fund transferred $26,058 to the Capital Projects Fund for a county building project.

The Election Services Contract Fund transferred $95,022 and $330,802 to the Elections Services Contract Discretionary Fund and the Election HAVA Fund, respectively, to fund various fees.

Additionally, $898,070 as a due from other funds in the General Fund from one non-major governmental funds and an internal service fund to cover a cash deficit in those funds as of September 30, 2024.

Note 8. Lease Receivable

The County leases various facilities and land to lessees. These leases are non-cancellable and terminate no later than October 2026. These leases are being presented in aggregate. The County recognized $230,603 in lease revenue and $17,931 in interest revenue during the current fiscal year related to these leases. As of September 30, 2024, the County's receivable for lease payments was $609,084. Also, the County has a deferred inflow of resources associated with these leases that will be recognized as revenue over the lease term. As of September 30, 2024, the balance of the deferred inflow of resources was $585,298.

Principal and interest requirements to maturity for the lease receivable at September 30, 2024, are as follows:

Fiscal Years Ending September 30:	General Governmental		
	Principal	Interest	Total
2025	$ 218,069	$ 14,410	$ 232,479
2026	81,941	11,352	93,293
2027	55,112	8,986	64,098
2028	57,386	7,203	64,589
2029	59,230	5,360	64,590
2030-2033	137,346	6,810	144,156
	$ 609,084	$ 54,121	$ 663,205

Note 9. Lease Payable

The County has entered into multiple lease agreements as lessee. The leases allow the right-to-use equipment over the term of the lease. The County is required to make monthly payments at its incremental borrowing rate or interest rate stated or implied within the leases. In fiscal year 2024, the County had right-to-use assets of $533,597, which are recorded in capital assets on the statement of net position. These assets had $287,259 in accumulated amortization for the fiscal year of 2024.

The lease payables are reported with other long-term liabilities on the statement of net position. In the fiscal year 2024, the County reduced these payables by $136,176. The ending balance of these lease liabilities at September 30, 2024 was $253,095.

The lease rate, term, and ending lease liability are as follows:

Governmental activities	Interest Rate	Lease Term Years	Balance at Year End
Office Equipment	0.2% - 3.18%	3-7	$ 253,095
Total Governmental activities			$ 253,095

Principal and interest requirements to maturity for the lease payables as of September 30, 2024 are as follows:

Fiscal Years Ending September 30:	Principal	Interest	Total
2025	$ 99,631	$ 4,821	$ 104,452
2026	59,575	3,468	63,043
2027	42,941	2,218	45,159
2028	23,520	1,266	24,786
2029	21,856	555	22,411
2030	5,572	30	5,602
	$ 253,095	$ 12,358	$ 265,453

Note 10. Subscription-Based Information Technology Arrangements (SBITAs)

The County has entered into multiple SBITAs that allow the right-to-use the SBITA vendor's information technology software over the subscription term. The County is required to make monthly payments at its incremental borrowing rate or the interest rate stated or implied within the SBITAs. The SBITA rate, term and ending subscription liability are as follows:

Governmental Activities	Interest Rate	Lease Term Years	Balance at Year End
Operational Software	0 - 3.15%	1-4	$ 3,279,671
Total Governmental activities			$ 3,279,671

The future principal and interest SBITA payments as of fiscal year are as follows:

Fiscal Years Ending September 30,	Governmental Activities		
	Principal	Interest	Total
2025	$ 1,194,174	$ 87,796	$ 1,281,970
2026	1,055,410	55,106	1,110,516
2027	1,030,087	26,865	1,056,952
	$ 3,279,671	$ 169,767	$ 3,449,438

Note 11. Long-term Liabilities

The following is a summary of the long-term liability transactions of the County, including blended component units, for the year ended September 30, 2024:

	Balance September 30, 2023	Additions	Retirements	Balance September 30, 2024	Amounts Due Within One Year
Governmental activities					
Bonds payable	$ 1,157,860,000	$ 307,810,000	$ (126,930,000)	$ 1,338,740,000	$ 125,910,000
Premium	98,430,068	35,598,534	(10,812,636)	123,215,966	12,348,926
Discounts	(877,215)	(126,764)	51,531	(952,448)	(56,602)
Total bonds payable	1,255,412,853	343,281,770	(137,691,105)	1,461,003,518	138,202,324
Leases Payable	389,271	-	(136,176)	253,095	99,631
Subscriptions Payable	4,614,762	-	(1,335,091)	3,279,671	1,194,174
Arbitrage liability	-	2,098,530	-	2,098,530	607,649
Net pension liability (Asset)	121,160,476	84,814,429	(99,158,526)	106,816,379	-
Total OPEB liability	52,457,847	6,459,902	(3,670,102)	55,247,647	3,670,102
Compensated absences	6,471,005	6,485,749	(6,939,065)	6,017,689	6,017,689
Total governmental activities	$ 1,440,506,214	$ 443,140,380	$ (248,930,065)	$ 1,634,716,529	$ 149,791,569

The compensated absences liability will be liquidated primarily by the General Fund and the Special Road and Bridge Fund. The OPEB obligation will be liquidated primarily by the General Fund. The net pension liability will be liquidated primarily by the General Fund.

Per Williamson County policy, sick leave is not paid out upon termination and is not included in the compensated absences calculation. Compensated absences includes accrued vacation, holiday and comp time that will be paid within the following year. It is expected that the entire amount will be expended during the following year.

Approximately $874,800,000 of the County's bonds outstanding as of September 30, 2024 were issued to construct or acquire capital assets for the County. As of September 30, 2024, the amount of bonds outstanding that are not used to construct or acquire assets for the County was approximately $464,000,000. These bonds will be paid with future property tax revenues restricted for debt service.

Bonds
Long-term debt of the County consists of various issues of capital and non-capital related General Obligation Bonds and Certificates of Obligation. General Obligation Bonds require voter approval at a public election before issuance, while Certificates of Obligation are issued upon the vote of the Commissioners Court. Both types are backed by the full faith and credit of the County. Debt service is primarily paid from ad valorem taxes with the exception of the Pass Through Toll Revenue and Limited Tax Certificates of Obligation which are payable from Pass Through Toll Revenue from TXDOT. Long-term debt is allocated between capital and non-capital related bonds based upon the ratio of capital expenditures to total bond proceeds expended for each bond.

Issue Date	Description	Maturity	Original Amount	Interest Rate	Coupon Date	Outstanding Balance
12/01/2012	Limited Taxable Refunding Bonds Series 2012	02/15/2029	$32,895,000	0.55 - 3.0%	2/15, 8/15	$12,115,000
04/10/2014	Unlimited Tax Road Bonds Series 2014	02/15/2025	91,750,000	2.0 - 5.0%	2/15, 8/15	3,510,000
10/28/2014	Limited Tax Refunding Bonds Series 2014	02/15/2025	77,345,000	3.06%	2/15, 8/15	17,030,000
04/23/2015	Limited Tax Refunding Bonds Series 2015	02/15/2034	74,295,000	2.0 - 5.0%	2/15, 8/15	52,055,000
05/28/2015	Unlimited Tax Road Bonds Series 2015	02/15/2029	90,205,000	4.0 -5.0%	2/15, 8/15	3,915,000
05/28/2015	Combination Tax & Revenue Certificates Series 2015	02/15/2029	59,645,000	2.0 -5.0%	2/15, 8/15	2,130,000
10/15/2015	Limited Tax Refunding Bonds Series 2015A	02/15/2026	16,175,000	2.0 – 4.0%	2/15, 8/15	15,855,000
06/01/2016	Limited Tax Park Bonds Series 2016	02/15/2036	18,350,000	2.0 – 5.0%	2/15, 8/15	12,815,000
07/01/2016	Limited Tax Refunding Bonds Series 2016	02/15/2036	37,980,000	1.5 – 5.25%	2/15, 8/15	27,275,000
07/26/2017	Limited Tax Refunding Bonds Series 2017	02/15/2032	43,230,000	2.0 – 5.0%	2/15, 8/15	32,910,000
12/06/2017	Unlimited Tax Road Bonds Series 2017	02/15/2042	71,860,000	2.0 – 5.0%	2/15, 8/15	59,790,000

Issue Date	Description	Maturity	Original Amount	Interest Rate	Coupon Date	Outstanding Balance
02/19/2020	Unlimited Tax Road Bonds Series 2020	02/15/2040	$263,855,000	2.375 – 5.0%	2/15, 8/15	$232,265,000
02/19/2020	Limited Tax Refunding and Park Series 2020	02/15/2040	40,065,000	3.0 – 5.0%	2/15, 8/15	27,780,000
02/17/2021	Limited Tax Refunding Bonds Series 2021	02/15/2031	12,670,000	2.0 – 4.0%	2/15, 8/15	5,740,000
02/17/2021	Limited Tax Refunding Bonds Taxable Series 2021	02/15/2033	180,760,000	.141 – 1.65%	2/15, 8/15	156,895,000
08/25/2021	Limited Tax Notes Series 2021	02/15/2028	175,510,000	4.0 – 5.0%	2/15, 8/15	107,110,000
07/20/2022	Unlimited Tax Road Bonds Taxable Series 2022	02/15/2042	104,715,000	4.0 – 5.0%	2/15, 8/15	98,560,000
05/10/2023	Limited Tax Notes Series 2023	02/15/2030	137,155,000	5.0%	2/15, 8/15	129,985,000
04/04/2024	Unlimited Tax Road Bonds Series 2024	02/15/2044	141,555,000	4.0%	2/15, 8/15	141,555,000
04/04/2024	Limited Tax Notes Series 2024	02/15/2044	152,110,000	5.0%	2/15, 8/15	152,110,000

In April 2024, the County issued $141,555,000 in Unlimited Tax Road Bonds, Series 2024. The bonds constitute direct obligations of the District, payable from ad valorem taxes levied upon all taxable property. Interest at a rate range from 4.0% is payable at February 15 and August 15 of each year.

In April 2024, the County issued $152,110,000 in Limited Tax Notes, Series 2024. The bonds constitute direct obligations of the District, payable from ad valorem taxes levied upon all taxable property. Interest at a rate range from 5.0% is payable at February 15 and August 15 of each year.

In September 2024, the County legally defeased outstanding bonds totaling $19,770,000 by depositing $19,979,042 in trust with a bond escrow agent. This resulted in an expected cash flow savings of approximately $2,452,735 over the life of the bonds.

The irrevocable trust account assets and liabilities for the defeased bonds are not included in the County's financial statements. On September 30, 2024, $112,925,000 of bonds considered defeased are still outstanding.

Blended Component Unit – Avery Ranch Road District No. 1

Issue Date	Description	Maturity	Original Amount	Interest Rate	Coupon Date	Outstanding Balance
05/23/2019	Unlimited Tax Refunding Bonds Series 2019	08/15/2025	$3,550,000	3.0 - 4.0%	2/15, 8/15	$710,000

The bonds listed above were issued by Avery Ranch Road District, a blended component unit of Williamson County. The bonds constitute direct obligations of the Avery Ranch Road District payable from ad valorem taxes levied upon all taxable property located within the Road District.

Blended Component Unit – Pearson Place Road District

Issue Date	Description	Maturity	Original Amount	Interest Rate	Coupon Date	Outstanding Balance
08/15/2016	Unlimited Tax Road Bonds Series 2016	08/15/2041	$5,315,000	2.0 - 4.0%	2/15, 8/15	$4,230,000

The bonds listed above were issued by Pearson Place Road District, a blended component unit of Williamson County. The bonds constitute direct obligations of the Pearson Place Road District payable from ad valorem taxes levied upon all taxable property located within the Road District.

Blended Component Unit – Northwood Road District No. 1

Issue Date	Description	Maturity	Original Amount	Interest Rate	Coupon Date	Outstanding Balance
09/12/2017	Unlimited Tax Road Bonds Series 2017	08/15/2042	$8,520,000	2.0 - 4.0%	2/15, 8/15	$6,675,000
12/19/2018	Unlimited Tax Road Bonds Series 2018	08/15/2043	2,345,000	4.0%	2/15, 8/15	2,020,000

The bonds listed above were issued by Northwood Road District, a blended component unit of Williamson County. The bonds constitute direct obligations of the Northwood Road District payable from ad valorem taxes levied upon all taxable property located within the Road District.

Blended Component Unit – Somerset Hills Road District No. 3

Issue Date	Description	Maturity	Original Amount	Interest Rate	Coupon Date	Outstanding Balance
09/12/2023	Unlimited Tax Road Bonds Series 2023	08/15/2048	$850,000	4.0-4.9%	2/15, 8/15	$850,000
09/12/2023	Unlimited Tax Road Bonds, Taxable Series 2023	08/15/2048	2,665,000	5.85- 7.2%	2/15, 8/15	2,665,000
09/19/2024	Unlimited Tax Road Bonds, Series 2024	08/15/2049	1,600,000	4.0-5.0%	2/15, 8/15	1,600,000
09/19/2024	Unlimited Tax Road Bonds, Taxable Series 2024	08/15/2049	1,315,000	5.25-5.5%	2/15, 8/15	1,315,000

The bonds listed above were issued by Somerset Hills Road District No. 3, a blended component unit of Williamson County. The bonds constitute direct obligations of the Somerset No. 3 payable from ad valorem taxes levied upon all taxable property located within the Road District.

In September 2024, the District issued $2,915,000 in Unlimited Tax Road Bonds. The bonds constitute direct obligations of the District, payable from ad valorem taxes levied upon all taxable property located within the Road District. Interest at a rate of ranging from 4.00 – 5.50% is payable at February 15 and August 15 of each year.

Blended Component Unit – Somerset Hills Road District No. 4

Issue Date	Description	Maturity	Original Amount	Interest Rate	Coupon Date	Outstanding Balance
09/29/2020	Unlimited Tax Road Bonds Series 2020	08/15/2045	$1,335,000	1.5 – 3.1%	2/15, 8/15	$1,170,000
09/29/2020	Unlimited Tax Road Bonds Taxable Series 2020	08/15/2045	2,555,000	2.45 – 5.15%	2/15, 8/15	2,280,000
09/14/2021	Unlimited Tax Road Bonds Series 2021	08/15/2046	2,045,000	1.45 – 3.00%	2/15, 8/15	1,915,000
09/14/2021	Unlimited Tax Road Bonds Taxable Series 2021	08/15/2046	3,805,000	2.45 – 4.90%	2/15, 8/15	3,605,000
09/13/2022	Unlimited Tax Road Bonds Taxable Series 2022	08/15/2047	4,750,000	3.90 – 5.50%	2/15, 8/15	4,635,000
09/12/2023	Unlimited Tax Road Bonds Taxable Series 2023	08/15/2048	2,595,000	5.125 – 5.50%	2/15 , 8/15	2,440,000
9/19/2024	Unlimited Tax Road Bonds Series 2024	08/15/2049	5,255,000	4.00-5.00%	2/15 , 8/15	5,255,000

The bonds listed above were issued by Somerset Hills Road District No. 4, a blended component unit of Williamson County. The bonds constitute direct obligations of the Somerset Hills Road District No. 4 payable from ad valorem taxes levied upon all taxable property located within the Road District.

In September 2024, the District issued $5,255,000 in Unlimited Tax Road Bonds. The bonds constitute direct obligations of the District, payable from ad valorem taxes levied upon all taxable property located within the Road District. Interest at a rate of ranging from 4.00-5.00% is payable at February 15 and August 15 of each year.

Blended Component Unit – Avery Centre Road District No. 1

Issue Date	Description	Maturity	Original Amount	Interest Rate	Coupon Date	Outstanding Balance
09/19/2024	Unlimited Tax Road Bonds Series 2024	08/15/2049	$5,975,000	4.0 - 5.0%	2/15, 8/15	$5,975,000

The bonds listed above were issued by Avery Centre Road District, a blended component unit of Williamson County. The bonds constitute direct obligations of the Avery Centre Road District payable from ad valorem taxes levied upon all taxable property located within the Road District.

In September 2024, the District issued $5,975,000 in Unlimited Tax Road Bonds. The bonds constitute direct obligations of the District, payable from ad valorem taxes levied upon all taxable property located within the Road District. Interest at a rate of ranging from 4.00-5.00% is payable at February 15 and August 15 of each year.

Debt Service Requirement – All Bonds and Tax Anticipation Notes
The debt service requirements to maturity on all bonds and tax anticipation notes are:

Fiscal Years Ending September 30:	Principal	Interest	Total
2025	$ 125,910,000	$ 56,352,559	$ 182,262,559
2026	131,780,000	46,218,805	177,998,805
2027	132,890,000	41,096,507	173,986,507
2028	131,425,000	35,810,400	167,235,400
2029	119,190,000	30,701,854	149,891,854
2030-2034	361,105,000	95,315,808	456,420,808
2035-2039	209,685,000	47,320,250	257,005,250
2040-2044	119,130,000	12,080,429	131,210,429
2045-2049	7,625,000	976,257	8,601,257
Total	$ 1,338,740,000	$ 365,872,869	$ 1,704,612,869

Federal Arbitrage
The Tax Reform Act of 1986 instituted certain arbitrage restrictions consisting of complex regulations with respect to issuance of tax-exempt bond proceeds at an interest yield greater than the interest yield paid to bondholders. Generally, all interest paid to bondholders can be retroactively rendered taxable if applicable rebates are not reported and paid to the Internal Revenue Service at least every five years for applicable bond issues. Accordingly, there is the risk that if such calculations are not performed or are not performed correctly, a liability to the County could result. The County periodically engages an arbitrage consultant to perform the calculations in accordance with the Internal Revenue Service's rules and regulations. The County recognized an arbitrage liability of $2,098,530 as of September 30, 2024.

Note 12. Tax Abatements

The County negotiates various forms of agreements for Economic Development purposes. The County has property tax rebates which are negotiated under The Texas Property Redevelopment and Tax Abatement Act, chapter 312, Tax Code, V.A.T.S. as amended. This act allows localities to abate property taxes for economic development purposes which include business relocation, retention and expansion. Property must be located within a reinvestment zone to be eligible for a tax abatement, and agreements are limited to ten (10) years in length. The abatement value can only be to the extent its value for that year exceeds its value for the year in which the agreement is executed. The County has an Abatement Recapture clause in all Tax Abatement Agreements in the event that the recipient does not fulfill the requirements of the agreement. The tax rebate program is for a period greater than ten years, and taxes paid are reimbursed back to the owner.

The County also participates in Tax Increment Financing agreements which are negotiated under The Tax Increment Financing Act, Chapter 311, Tax Code, V.A.T.S. as amended. These districts are created for public improvements to promote economic development in unproductive or underdeveloped areas. The property tax revenues over and above the base value established by the district is contributed to the Zone for a duration of 20 to 25 years and/or until the monetary cap per the agreement is reached.

The amount of taxes abated during the fiscal year for each of the programs are as follows:

Program	Amount of Taxes Abated during the Fiscal Year
Tax rebate program	$ 1,794,541
Tax increment financing program	10,770,100

The County has not made any commitments as part of the agreements other than to reduce taxes. The County is not subject to any tax abatement agreements entered into by other governmental entities.

Note 13. Retirement Plan/Pensions

The County provides retirement, disability, and death benefits for all of its fulltime employees through a nontraditional defined benefit pension plan in the statewide Texas County and District Retirement System (TCDRS). The Board of Trustees of TCDRS is responsible for the administration of the statewide agent multiple-employer public employee retirement system consisting of approximately 738 nontraditional defined benefit pension plans. TCDRS, in the aggregate, issues an annual comprehensive financial report on a calendar year basis. The Annual Comprehensive Financial Report is available upon written request from the TCDRS Board of Trustees at P.O. Box 2034, Austin, Texas 78768-2034.

The plan provisions are adopted by the governing body of the employer, within the options available in the Texas state statutes governing TCDRS (TCDRS Act). Members can retire at ages 60 and above with eight or more years of service, with 30 years of service regardless of age, or when the sum of their age and years of service equals 75 or more.

Members are vested after eight years of service but must leave their accumulated deposits in the plan to receive any employer-financed benefit. Members who withdraw their personal deposits in a lump sum are not entitled to any amounts contributed by their employer.

Benefit amounts are determined by the sum of the employee's contributions to the plan, with interest, and employer-financed monetary credits. The level of these monetary credits is adopted by the governing body of the employer within the actuarial constraints imposed by the TCDRS Act so that the resulting benefits can be expected to be adequately financed by the employer's commitment to contribute. At retirement, death, or disability, the benefit is calculated by converting the sum of the employee's accumulated deposits and the employer financed monetary credits to a monthly annuity using annuity purchase rates prescribed by the TCDRS Act.

Contributions: The County has elected the annually determined contribution rate (variable-rate) plan provisions of the TCDRS Act. The plan is funded by monthly contributions from both employee members and the employer based on the covered payroll of employee members. Under the TCDRS Act, the contribution rate of the employer is actuarially determined annually. The employer contributed using the actuarially determined rate of 15.54% for the months of the accounting year in 2023, and 16.05% for the months of the accounting year in 2024.

The deposit rate payable by the employee members for calendar year 2023 and 2024 is the rate of 7.0% as adopted by the governing body of the employer. The employee contribution rate and the employer contribution rate may be changed by the governing body of the employer within the options available in the TCDRS Act.

Actuarial Assumptions

The Total Pension Liability in the December 31, 2023 actuarial valuation was determined using the following actuarial assumptions:

Valuation date	December 31, 2023
Actuarial cost method	Entry age normal (level percentage of pay)
Amortization method	Straight-line amortization over Expected Working Life
Asset valuation method	
Smoothing period	Five years
Recognition method	Non-asymptotic
Corridor	None
Inflation	2.50%
Salary increase	4.70%
Investment rate of return	7.60%
Payroll growth	3.00%

Discount Rate

The discount rate used to measure the total pension liability was 7.60%. The projection of cash flows used to determine the discount rate assumed that contributions from plan members and those of the contributing employers and the non-employer contributing entity are made at the statutorily required rates. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability. The long-term rate of return on pension plan investments is 7.50%. The long-term expected rate of return on pension plan investments was determined using a building-block method in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

Best estimates of geometric real rates of return for each major asset class included in the Systems target asset allocation as of December 31, 2023 are summarized below:

Asset Class	Target Allocation	Geometric Real Rate of Return (Expected minus Inflation)
US Equities	11.5%	4.75%
Global Equities	2.5%	4.75%
International Equities-Developed	5.0%	4.75%
International Equities-Emerging	6.0%	4.75%
Investment-Grade Bonds	3.0%	2.35%
Strategic Credit	9.0%	3.65%
Direct Lending	16.0%	7.25%
Distressed Debt	4.0%	6.90%
REIT Equities	2.0%	4.10%
Master Limited Partnerships	2.0%	5.20%
Private Real Estate Partnerships	6.0%	5.70%
Private Equity	25.0%	7.75%
Hedge Funds	6.0%	3.25%
Cash Equivalents	2.0%	0.60%
Total	100.0%	

Discount Rate Sensitivity Analysis
The following schedule shows the impact of the Net Pension Liability (Asset) if the discount rate used was 1% less than and 1% greater than the discount rate that was used (7.60%) in measuring the net pension liability (asset) at December 31, 2023:

	1% Decrease in Discount Rate (6.60%)	Discount Rate (7.60%)	1% Increase in Discount Rate (8.60%)
Total pension liability	$ 899,959,571	$ 780,252,784	$ 682,001,744
Fiduciary net pension	673,436,406	673,436,405	673,436,406
Net pension liability	$ 226,523,165	$ 106,816,379	$ 8,565,338

Pension Plan Fiduciary Net Position
Detailed information about the pension plan's Fiduciary Net Position is available in a separately issued TCDRS financial report. That report may be obtained at www.tcdrs.com.

Net Pension Liability (Asset), Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

The below schedule presents the changes in the Net Pension Liability (Asset) as of December 31, 2023:

	Increase (Decrease)		
	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability (Asset) (a) - (b)
Balance at December 31, 2022	$ 724,487,364	$ 603,326,888	$ 121,160,476
Changes for the year:			
Service cost	22,269,757	-	22,269,757
Interest on total pension liability[1]	55,683,009	-	55,683,009
Effect of plan changes[2]	-	-	-
Effect of economic/demographic gains or losses	6,510,018	-	6,510,018
Effect of assumptions changes or inputs	-	-	-
Refund of contributions	(1,855,711)	(1,855,711)	-
Benefit payments	(26,841,653)	(26,841,653)	-
Administrative expenses	-	(351,645)	351,645
Member contributions	-	10,059,771	(10,059,771)
Net investment income	-	66,342,793	(66,342,793)
Employer contributions	-	22,332,674	(22,332,674)
Other[3]	-	423,288	(423,288)
Balance at December 31, 2023	$ 780,252,784	$ 673,436,405	$ 106,816,379

(1) Reflects the change in liability due to the time value of money. TCDRS does not charge fees or interest

(2) No plan changes valued.

(3) Relates to allocation of system-wide items.

At September 30, 2024, the County reported pension expense of $23,772,420 related to the December 31, 2023 valuation. The breakdown of the components of pension expense is as follows:

	January 1, 2023 to December 31, 2023
Service cost	$ 22,269,757
Interest on total pension liability [1]	55,683,009
Effect of plan changes	-
Administrative expenses	351,645
Member contributions	(10,059,771)
Expected investment return net of investments expenses	(45,993,358)
Recognition of deferred inflows/outflows of resources	
Recognition of economic/demographic gains or losses	2,807,522
Recognition of assumption changes or inputs	9,606,011
Recognition of investment gains or losses	(10,469,107)
Other [2]	(423,288)
Pension expense	$ 23,772,420

(1) Reflects the change in the liability due to the time value of money. TCDRS does not charge fees or interest.

(2) Relates to allocation of system-wide items.

The County reported deferred inflows and outflows of resources related to the pension from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual economic experience	$ 7,045,925	$ 725,319
Changes in actuarial assumptions	555,975	-
Difference between projected and actual investment earnings	3,405,657	-
Contributions subsequent to the measurement date	17,890,994	-
Total	$ 28,898,551	$ 725,319

Deferred outflows of resources related to pensions resulting from contributions subsequent to the measurement date of $17,890,994 will be recognized as a reduction of the net pension liability for the measurement year ending December 31, 2024 (i.e., recognized in the County's financial statements September 30, 2025). Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ended December 31,	Pension Expense Amount
2024	$ (1,332,624)
2025	893,437
2026	14,791,312
2027	(4,069,887)
Total	$ 10,282,238

Note 14. Postemployment Benefits Other Than Pensions (OPEB)

Plan Description and Benefits Provided. In addition to the pension benefits described in the previous note, the Commissioners Court established a medical insurance benefit plan for retirees. The County administers this single-employer defined benefit medical plan (the Retiree Medical Plan). The Retiree Medical Plan does not issue a publicly available financial report. Eligible retirees will be provided medical insurance benefits at a set premium rate based on County service at the time of retirement. Dental insurance benefits for retirees have a set premium rate that closely approximates the County employees' rate. Eligible retirees may also cover their eligible dependents. Retirees are responsible for paying the premiums. A retiree is defined as someone who is receiving lifetime monthly Texas County and District retirement pension benefit payments and who retired directly from active employment with Williamson County. The County will stop insurance coverage on the retiree and dependent on the last day of the month when one of the following occurs:

1. The retiree reaches age 65; or
2. The retiree fails to submit the required set premium rate.

No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement No. 75.

Employees covered by benefit terms. The following employees were covered by the benefit terms as of October 1, 2022.

Number of Members	
Actives	1,468
Retired members	108
Covered spouses of retirees	40
Total	1,616

Total OPEB Liability

The County's total OPEB liability of $55,247,647 was measured as of September 30, 2024, and was determined by an actuarial valuation as of October 1, 2022.

Actuarial assumptions and other inputs: The total OPEB liability in the September 30, 2024 actuarial valuation was determined using the following actuarial assumptions and other inputs, applied to all periods included in the measurement, unless otherwise specified:

Actuarial cost method	Entry age normal
Inflation	2.30%
Salary increases	3.25%
Discount rate	September 30, 2024: 3.81%
Healthcare cost trend rates	6.7% for 2022, gradually decreasing to an ultimate rate of 4.2% for 2073 and beyond.
Retiree premium increases	Same as Health cost trend above
Mortality	Pub-2010 Mortality (headcount weighted) for Employees, Healthy Annuitants, Disabled Annuitants, and Contingent Annuitants projected forward (fully generational) with MP-2021. Ultimate scale after 2021.

Changes in the Total OPEB Liability

Changes in Total OPEB Liability	Increase (Decrease) Total OPEB Liability
Balance at September 30, 2023	$ 52,457,847
Changes for the year	
Service cost	2,448,335
Interest on total OPEB liability	2,224,469
Effect of economic/demographic gains or losses	-
Effect of assumptions, changes, or inputs	1,787,098
Benefit payments	(3,670,102)
Balance at September 30, 2024	$ 55,247,647

Changes of assumptions. Changes of assumptions and other inputs reflect the effects of changes in the discount rate for each period. In fiscal year 2024, amounts reflect an decrease in the discount rate from the beginning of the year from 4.19% to 3.81%.

Sensitivity of the total OPEB liability to changes in the discount rate and healthcare cost trend rates. The following presents the total OPEB liability of the County, calculated using the discount rate of 3.81%, as well as what the County's total OPEB liability would be if it were calculated using a discount rate that is 1 percentage point lower (2.81%) or 1 percentage point higher (4.81%) than the current rate.

	1% Decrease (2.81%)	Discount Rate (3.81%)	Increase (4.81%)
Total OPEB liability	$ 60,207,878	$ 55,247,647	$ 50,664,369

The following presents the total OPEB liability of the County, calculated using the current healthcare cost trend rates as well as what the County's total OPEB liability would be if it were calculated using trend rates that are 1 percentage point lower or 1 percentage point higher than the current trend rates:

	1% Decrease	Current Trend Rate	1% Increase
Total OPEB liability	$ 48,025,494	$ 55,247,647	$ 63,905,046

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

OPEB Expense	October 1, 2023 to September 30, 2024
Service cost	$ 2,448,335
Interest on total OPEB liability	2,224,469
Effect of plan changes	-
Recognition of deferred inflows/ outflows of resources	
Recognition of economic/demographic gains or losses	(1,494,234)
Recognition of assumption changes or inputs	(433,822)
OPEB expense	$ 2,744,748

As of September 30, 2024, the deferred inflows and outflows of resources are as follows:

Deferred Inflows/Outflows of Resources	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ -	$ (5,612,046)
Changes of assumptions	3,375,460	(4,735,281)
Total	$ 3,375,460	$ (10,347,327)

Amounts currently reported as deferred outflows of resources and deferred inflows of resources related to other postemployment benefits will be recognized in OPEB expense as follows:

Years Ended September 30,	
2025	$ (1,837,701)
2026	(2,035,683)
2027	(2,035,685)
2028	(604,136)
2029	(458,662)
	$ (6,971,867)

Note 15. Employee Benefits Plan

The County provides group medical benefits to its employees on a self-funded basis. Stop-loss coverage is provided by an insurance company and an independent company serves as Claim Administrator.

All full-time County employees (regularly scheduled to work at least 30 hours per week) are eligible for coverage under the Plan. Employees can enroll for personal coverage and dependent coverage.

A reconciliation of claims liabilities is shown below.

	2024	2023
Claims liabilities at October 1	$ 1,211,156	$ 1,055,341
Incurred claims	23,468,612	21,203,750
Payments on claims	(22,932,643)	(21,047,935)
Claims liabilities at September 30	$ 1,747,125	$ 1,211,156

All claim liabilities are due within one year.

Note 16. Risk Management

The County is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; and natural disasters. The County provides for the management of risks through a combination of self-insurance and traditional insurance. The amount of settlements has not exceeded insurance coverage for the fiscal year ended September 30, 2024.

The County is self-insured for workers' compensation claims. Effective October 1, 2023, the County is insured for workers' compensation losses in excess of $750,000 for Law Enforcement, Corrections, and EMS employees and $500,000 for all other employees per occurrence. Claims adjusting services are provided by a third party claims administrator. Workers' compensation premiums are based primarily upon the insured funds' claims experience and exposure and are reported as cost reimbursement interfund transactions. All workers' compensation losses are accumulated in an internal service fund which is being reimbursed by the premiums collected. When losses exceed premiums, the deficiencies are prorated and supplemented by the various applicable funds. As of September 30, 2024, accrued workers' compensation liability consists of incurred but not reported as well as unpaid reported claims totaling $591,101 and is recorded in the risk management fund. All claims liabilities are due within one year.

Note 17. Commitments and Contingencies

Litigation
The County is the defendant in a number of lawsuits arising principally in the normal course of operations. In the opinion of management, the outcome of these lawsuits will not have a material adverse effect on the accompanying combined financial statements, and accordingly, no provision for losses has been recorded.

On July 22, 2021, a disputed lawsuit was filed against Williamson County by Gary Watsky claiming and asserting that Williamson County Sheriff Office deputies used excessive force in violation of the Fourth Amendment of the United States Constitution in relation to the plaintiff's son, Asher Watsky. In October 2024, the Williamson County Commissioners Court approved a settlement of the case in the amount of $2,500,000 to be paid to the plaintiffs in exchange for a full and final release of Williamson County. The settlement has been paid in full and the liability is reported in the general fund as of September 30, 2024.

State and Federal Grant Programs
The County participates in numerous state and federal grant programs, which are governed by various rules and regulations of the grantor agencies. Costs charged to the respective grant programs are subject to audit and adjustment by the grantor agencies; therefore, to the extent that the County has not complied with the rules and regulations governing the grants, refunds of any money received may be required and the collectability of any related receivable at September 30, 2024, may be impaired. In the opinion of the County, there are no significant contingent liabilities relating to compliance with the rules and regulations governing the respective grants; therefore, no provision has been recorded in the accompanying basic financial statements for such contingencies.

Williamson County Floodplain Mapping Project
In 2021, the County was awarded Commitment No. G1001290, TWDB Project 40046, from the Texas Water Development Board (TWDB) in the form of a grant for the planning and designing of the Williamson County Atlas 14 Floodplain Mapping project. TWDB determined the County qualified for financial assistance not to exceed approximately $4,600,000. The grant funds were placed in a trust account under the name of the County, but the TWDB holds the rights to those funds and the funds are only disbursed to the County as funds are expensed. In accordance with Exhibit F – Escrow Agreement of the Grant Agreement, the proceeds received by the Escrow Agent under this Agreement shall not be considered a banking deposit of the County, and the Escrow Agent shall have no right to title with respect thereto except as Escrow Agent under the terms of this Agreement. The County spent approximately $38,709 of the grant funds in the current year leaving a grant balance of $145,193.

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Required Supplementary Information

Williamson County, Texas

Required Supplementary Information
Texas County District Retirement System
Schedule of Changes in the
Employer's Net Pension Liability and the Related Ratios (Unaudited)

	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
Total pension liability										
Service cost	$ 22,269,757	$ 18,322,441	$ 19,657,503	$ 17,340,537	$ 16,701,139	$ 15,804,355	$ 15,642,518	$ 17,893,905	$ 14,815,355	$ 13,778,283
Interest (on the total pension liability)	55,683,009	47,616,895	44,608,468	42,977,885	39,917,510	35,689,583	32,877,469	31,852,375	29,475,312	24,866,979
Effect of plan changes	-	59,312,857	2,099,271	(22,228,818)	(828,893)	19,646,793	-	(67,208,224)	47,337,431	2,458,015
Effect of assumption changes or inputs	-	-	2,223,906	36,200,136	-	-	695,266	-	3,538,388	-
Effect of economic/demographic (gains) or losses	6,510,018	4,326,826	(2,901,276)	2,134,894	1,449,535	(1,954,916)	779,921	3,219,976	1,861,263	1,438,400
Benefit payments/refunds of contributions	(28,697,364)	(26,136,042)	(23,449,650)	(21,323,067)	(18,916,362)	(16,894,915)	(14,039,792)	(11,847,243)	(10,769,887)	(9,052,920)
Net change in total pension liability	55,765,420	103,442,977	42,238,222	55,101,567	38,322,929	52,290,900	35,955,382	(26,089,211)	86,257,862	33,488,757
Total pension liability, beginning of year	724,487,364	621,044,387	578,806,165	523,704,598	485,381,669	433,090,769	397,135,387	423,224,598	336,966,736	303,477,979
Total pension liability, end of year (a)	$ 780,252,784	$ 724,487,364	$ 621,044,387	$ 578,806,165	$ 523,704,598	$ 485,381,669	$ 433,090,769	$ 397,135,387	$ 423,224,598	$ 336,966,736
Plan fiduciary net position										
Contributions, employer	$ 22,332,674	$ 21,080,460	$ 16,701,460	$ 17,343,898	$ 15,546,654	$ 14,528,673	$ 13,511,821	$ 12,287,219	$ 11,916,442	$ 11,388,189
Contributions, employee	10,059,771	9,005,500	8,031,589	8,385,269	7,756,710	7,295,607	7,104,756	6,714,329	6,511,719	6,237,665
Investment income net of investment expenses	66,342,793	(37,636,475)	114,509,231	48,365,330	65,423,385	(7,416,183)	50,358,395	23,228,879	(5,233,124)	18,970,796
Benefit payments/refunds of contributions	(28,697,364)	(26,136,042)	(23,449,650)	(21,323,067)	(18,916,362)	(16,894,915)	(14,039,792)	(11,847,242)	(10,769,887)	(9,052,920)
Administrative expense	(351,645)	(353,561)	(344,234)	(380,970)	(356,698)	(320,009)	(266,702)	(252,419)	(224,964)	(229,176)
Other	423,288	1,086,589	179,744	176,767	215,406	186,405	90,122	1,080,637	133,570	136,544
Net change in plan fiduciary net position	70,109,517	(32,953,529)	115,628,140	52,567,227	69,669,095	(2,620,422)	56,758,600	31,211,403	2,333,756	27,451,098
Plan fiduciary net position, beginning of year	603,326,888	636,280,417	520,652,277	468,085,050	398,415,955	401,036,377	344,277,777	313,066,374	310,732,618	283,281,520
Plan fiduciary net position, end of year (b)	$ 673,436,405	$ 603,326,888	$ 636,280,417	$ 520,652,277	$ 468,085,050	$ 398,415,955	$ 401,036,377	$ 344,277,777	$ 313,066,374	$ 310,732,618
Net pension liability (asset), end of year (a) - (b)	$ 106,816,379	$ 121,160,476	$ (15,236,030)	$ 58,153,888	$ 55,619,548	$ 86,965,714	$ 32,054,392	$ 52,857,610	$ 110,158,224	$ 26,234,118
Plan fiduciary net position as a percentage of total pension liability	86.31%	83.28%	102.45%	89.95%	89.38%	82.08%	92.60%	86.69%	73.97%	92.21%
Covered payroll	$ 143,711,011	$ 125,960,778	$ 114,707,911	$ 119,366,200	$ 110,810,137	$ 104,222,950	$ 101,060,813	$ 95,918,992	$ 93,024,552	$ 89,109,498
Net pension liability (asset) as a percentage of covered payroll	74.33%	96.19%	-13.28%	48.72%	50.19%	83.44%	31.72%	55.11%	118.42%	29.44%

Notes to Schedule:

As of December 31 - measurement date

Williamson County, Texas

Required Supplementary Information
Texas County District Retirement System
Schedule of Employer Contributions (Unaudited)

	Year Ended September 30,									
	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Actuarially determined contribution[1]	$ 11,388,190	$ 11,916,442	$ 11,989,874	$ 13,511,821	$ 14,528,673	$ 15,545,612	$ 17,343,898	$ 16,701,460	$ 20,380,460	$ 22,332,674
Contributions in relation to the actuarially determined contribution[1]	11,764,549	12,620,147	13,253,738	14,220,775	15,356,663	16,372,146	16,740,244	16,755,560	20,463,648	22,449,642
Contribution deficiency (excess)	$ (376,359)	$ (703,705)	$ (1,263,864)	$ (708,954)	$ (827,990)	$ (826,534)	$ 603,654	$ (54,100)	$ (83,188)	$ (116,968)
Covered payroll[2]	$ 91,896,896	$ 98,517,933	$ 100,107,812	$ 103,007,285	$ 109,619,505	$ 113,596,569	$ 115,098,045	$ 115,158,486	$ 132,484,839	$ 141,067,396
Contributions as a percentage of covered payroll	12.8%	12.8%	13.2%	13.8%	14.0%	14.4%	14.5%	14.6%	15.4%	15.9%

(1) TCDRS calculates actuarially determined contributions on a calendar year basis.
GASB Statement No. 68 indicates the employer should report employer contribution amounts on a fiscal year basis.

(2) Payroll is calculated based on contributions as reported to TCDRS.

Notes to Schedule:

Valuation Date: Actuarially determined contribution rates noted above are calculated each December 31, two years prior to the end of the fiscal year in which contributions are reported.

Methods and assumptions used to determine contribution rates:

Actuarial cost method	Entry age
Amortization method	Level percentage of payroll, closed
Remaining amortization period	13.5 years
Asset valuation method	Five year smoothed market
Inflation	2.50%
Salary increases	Variance by age and service. 4.7% average over career including inflation.
Investment rate of return	7.50%, net of administrative and investment expenses, including inflation
Retirement age	Members who are eligible for service retirement are assumed to commence receiving benefit payments based on age. The average age at service retirement for recent retirees is 61.
Mortality	135% of the RP-2010 Healthy Annuitant Mortality Table for males and 120% of the RP-2010 Healthy Annuitant Mortality Table for females, both projected with 100% of the MP-2021 Ultimate scale after 2010.
Changes in Assumptions and Methods Reflected in the Schedule of Employer Contributions*	2015: New Inflation, mortality and other assumptions were reflected. 2017: New mortality assumptions were reflected. 2019: New inflation, mortality and other assumptions were reflected. 2022: New investment return and infliation assumptions were reflected
Changes in Plan Provisions Reflected in the Schedule of Employer Contributions*	2015: Employer contributions reflect that a 60% CPI COLA was adopted. 2016: Employer contributions reflect that a 60% CPI COLA was adopted. 2017: New Annuity Purchase Rates were reflected for benefits earned after 2017. 2019: Employer Contributions reflect that a 1% COLA was adopted. 2022: Employer Contributions reflect a 1% flat COLA was adopted 2023: Employer Contributions reflect a 2% flat COLA was adopted

Williamson County, Texas

Required Supplementary Information
Schedule of Changes in the County's
Total OPEB Liability and the Related Ratios (Unaudited)

	2024	2023	2022	2021	2020	2019	2018	2017
	Year Ended September 30, 2024	Year Ended September 30, 2023	Year Ended September 30, 2022	Year Ended September 30, 2021	Year Ended September 30, 2020	Year Ended September 30, 2019	Year Ended September 30, 2018	Year Ended September 30, 2017
Total OPEB liability								
Service cost	$ 2,448,335	$ 2,360,781	$ 4,079,450	$ 3,986,030	$ 3,778,921	$ 3,271,064	$ 3,471,046	$ 3,715,246
Interest (on the total OPEB liability)	2,224,469	2,280,814	1,448,872	1,368,014	1,544,353	2,158,752	1,851,146	153,190
Effect of plan changes	-	-	-	-	-	-	-	-
Effect of liability gains or losses	-	(7,166,939)	-	-	-	-	-	-
Effect of assumption changes or inputs	1,787,098	1,871,381	(8,874,014)	(241,718)	800,688	(2,525,476)	(2,364,153)	(2,511,244)
Effect of economic/demographic (gains) or losses	-	-	-	(614,167)	-	5,243,963	-	-
Benefit payments	(3,670,102)	(2,503,551)	(2,125,917)	(2,638,070)	(2,337,806)	(2,140,703)	(1,802,933)	(1,628,296)
Net change in total OPEB liability	2,789,800	(3,157,514)	(5,471,609)	1,860,089	3,786,156	6,007,600	1,155,106	1,107,096
Total OPEB liability, beginning of year	52,457,847	55,615,361	61,086,970	59,226,881	55,440,725	49,433,125	48,278,019 *	47,170,923
Total OPEB liability, end of year	$ 55,247,647	$ 52,457,847	$ 55,615,361	$ 61,086,970	$ 59,226,881	$ 55,440,725	$ 49,433,125	$ 48,278,019
Covered-employee payroll	$ 96,710,716	$ 93,666,553	$ 88,714,208	$ 85,921,751	$ 79,095,836	$ 76,606,137	$ 101,003,000	$ 96,932,000
Net pension liability as a percentage of covered-employee payroll	57.13%	56.00%	62.69%	71.10%	74.88%	72.37%	48.94%	49.81%

Notes to Schedule:

As of September 30 - measurement date

Changes of assumptions. Changes of assumptions and other inputs reflect the effects of changes in the discount rate each period. Amounts reflect the changes in the discount rate from the beginning of the year of the following fiscal years:

2018: 3.64% to 4.18%
2019: 4.18% to 2.66%
2020: 2.66% to 2.21%
2021: 2.21% to 2.26%
2022: 2.26% to 4.02%
2023: 4.02% to 4.19%
2024: 4.19% to 3.81%

Only eight years of data are presented in accordance with GASB 75, as the information for all periods for the ten year schedules that are required to be presented as required supplementary information may not be available initially. In these cases, during the transition period, information is presented for as many years as are available. The schedules do not include information that is not measured in accordance with the requirements of GASB 75.

There are no plan assets accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement No. 75

Combining and Individual Fund Statements and Schedules

Williamson County, Texas

Schedule of Revenues – Budget and Actual
General Fund
For the Fiscal Year Ended September 30, 2024

	Budgeted Amounts		Actual	Variance Positive
	Original	Final	Amounts	(Negative)
Revenues				
Taxes				
Ad valorem taxes	$ 240,293,760	$ 240,293,760	$ 238,832,064	$ (1,461,696)
Penalty and interest	893,700	893,700	652,703	(240,997)
Other taxes	2,771,000	2,771,000	2,904,185	133,185
Total taxes	243,958,460	243,958,460	242,388,952	(1,569,508)
Fees of office				
County sheriff	157,800	157,800	163,613	5,813
County clerk	3,615,800	3,615,800	3,424,846	(190,954)
Tax assessor/collector	11,008,500	11,008,500	11,983,899	975,399
District clerk	583,100	583,100	646,228	63,128
Justice of the peace, precinct 1	98,600	98,600	123,997	25,397
Justice of the peace, precinct 2	71,900	71,900	110,595	38,695
Justice of the peace, precinct 3	180,600	180,600	191,800	11,200
Justice of the peace, precinct 4	61,600	61,600	122,220	60,620
Constable, precinct 1	300,500	300,500	431,371	130,871
Constable, precinct 2	141,900	141,900	197,466	55,566
Constable, precinct 3	321,200	321,200	398,764	77,564
Constable, precinct 4	160,100	160,100	261,004	100,904
County attorney	23,400	23,400	23,853	453
Other	519,525	578,516	797,190	218,674
Total fees of office	17,244,525	17,303,516	18,876,846	1,573,330
Fines and forfeitures				
County clerk	305,100	305,100	388,843	83,743
District clerk	116,000	116,000	468,383	352,383
Justice of the peace, precinct 1	100,000	100,000	130,472	30,472
Justice of the peace, precinct 2	120,000	120,000	177,975	57,975
Justice of the peace, precinct 3	895,600	895,600	942,114	46,514
Justice of the peace, precinct 4	151,700	151,700	430,065	278,365
Total fines and forfeitures	1,688,400	1,688,400	2,537,852	849,452
Charges for services				
Emergency medical service	11,129,150	11,129,150	13,837,642	2,708,492
County sheriff	-	-	383,015	383,015
Constables	-	-	38,560	38,560
Parks	893,300	893,300	1,040,218	146,918
Other	5,552,050	5,552,050	7,330,392	1,778,342
Total charges for services	17,574,500	17,574,500	22,629,827	5,055,327
Intergovernmental				
Federal payments in lieu of taxes	65,000	65,000	77,103	12,103
State shared	2,205,312	2,338,117	2,925,704	587,587
Total intergovernmental	2,270,312	2,403,117	3,002,807	599,690
Investment earnings and other				
Investment earnings and unrealized gains/losses	14,000,000	14,000,000	20,449,887	6,449,887
Other/Miscellaneous	152,400	876,575	1,276,400	399,825
Total investment income and other	14,152,400	14,876,575	21,726,287	6,849,712
Total revenues	$ 296,888,597	$ 297,804,568	$ 311,162,571	$ 13,358,003

Williamson County, Texas

Schedule of Expenditures – Budget and Actual
General Fund
For the Fiscal Year Ended September 30, 2024

	Budgeted Amounts		Actual	Variance Positive
	Original	Final	Amounts	(Negative)
Expenditures				
General government				
County judge	$ 682,624	$ 595,650	$ 551,015	$ 44,635
Commissioners court	1,304,654	1,315,511	911,756	403,755
Commissioners, precinct 1	400,750	400,750	391,349	9,401
Commissioners, precinct 2	430,473	430,473	415,815	14,658
Commissioners, precinct 3	413,121	413,121	405,275	7,846
Commissioners, precinct 4	369,333	369,333	362,504	6,829
County clerk	1,013,553	959,979	905,632	54,347
Non-departmental	23,626,356	28,264,101	23,828,509	4,435,592
County auditor	3,752,116	3,747,116	3,380,103	367,013
County treasurer	710,094	710,094	624,960	85,134
Budget office	484,658	494,884	490,574	4,310
Tax assessor/collector	5,513,376	5,513,376	4,821,376	692,000
Infrastructure department	401,010	370,746	316,342	54,404
Facilities management	19,419,889	19,658,403	19,283,634	374,769
Information technology services	18,201,080	19,968,539	18,092,322	1,876,217
Human resources	1,581,851	1,594,786	1,520,087	74,699
General elections	2,771,202	3,243,259	3,037,970	205,289
Public Affairs	531,025	586,504	514,311	72,193
Purchasing	1,246,794	1,349,926	1,230,994	118,932
Total general government	82,853,959	89,986,551	81,084,528	8,902,023
Public safety				
Constable, precinct 1	1,942,094	1,955,814	1,869,765	86,049
Constable, precinct 2	1,936,103	1,948,217	1,860,566	87,651
Constable, precinct 3	2,086,620	2,090,884	2,038,414	52,470
Constable, precinct 4	2,243,309	2,287,217	2,172,526	114,691
County sheriff	33,897,731	34,486,126	32,914,730	1,571,396
Department of public safety	154,953	154,780	154,215	565
Jail and law enforcement	38,853,079	38,789,167	35,144,275	3,644,892
Juvenile services	13,661,312	13,639,451	12,135,833	1,503,618
Adult probation	187,631	187,631	176,855	10,776
Emergency services	1,320,799	684,700	608,714	75,986
Emergency medical services	23,534,182	24,429,339	23,603,201	826,138
Emergency management	951,568	966,848	735,527	231,321
Fire Marshall Spec Ops/ Haz-Mat	1,045,733	1,084,782	881,232	203,550
Emergency 911 communications	8,948,233	9,124,180	7,348,197	1,775,983
Wireless communication	723,316	735,377	653,668	81,709
Public safety information technology	2,842,449	2,898,553	2,225,295	673,258
Total public safety	134,329,112	135,463,066	124,523,013	10,940,053
Judicial				
County courts-at-law	2,436,584	2,396,484	2,349,765	46,719
County court-at-law #1	615,336	615,336	604,196	11,140
County court-at-law #2	652,103	696,678	660,902	35,776
County court-at-law #3	641,768	641,768	625,784	15,984
County court-at-law #4	769,197	769,197	737,932	31,265
County court-at-law #5	573,852	573,852	563,731	10,121
District courts	4,263,589	4,288,889	3,942,926	345,963
Magistrate office	812,477	812,477	713,011	99,466
Pre-trial Office	1,790,114	1,798,130	1,536,389	261,741
26th Judicial court	356,228	356,228	342,284	13,944
277th Judicial court	379,759	379,759	367,340	12,419
368th Judicial court	359,849	359,849	344,271	15,578
395th Judicial court	337,342	337,342	329,058	8,284
425th Judicial court	357,865	357,865	353,785	4,080
480th Judicial court	334,888	334,888	329,260	5,628

Williamson County, Texas

Schedule of Expenditures – Budget and Actual
General Fund – Continued
For the Fiscal Year Ended September 30, 2024

	Budgeted Amounts		Actual	Variance Positive
	Original	Final	Amounts	(Negative)
Expenditures (Continued)				
Judicial (Continued)				
District attorney	$ 6,870,435	$ 6,900,769	$ 6,661,374	$ 239,395
District clerk	2,965,128	2,965,128	2,556,226	408,902
Justice court, precinct 1	1,350,361	1,586,361	1,488,316	98,045
Justice court, precinct 2	1,483,454	1,530,654	1,505,786	24,868
Justice court, precinct 3	1,922,945	1,960,490	1,795,237	165,253
Justice court, precinct 4	1,817,371	1,817,371	1,693,174	124,197
County attorney	7,616,164	7,764,175	7,200,327	563,848
County clerk	1,546,656	1,600,231	1,529,099	71,132
Total judicial	40,253,465	40,843,921	38,230,173	2,613,748
Community services				
Veterans service	577,355	580,368	555,685	24,683
Health department	6,929,346	5,720,007	5,720,007	-
Agricultural extension service	469,561	469,561	448,775	20,786
Parks department	5,362,193	5,522,645	5,223,336	299,309
Public welfare	2,083,360	2,083,360	2,046,456	36,904
Child welfare	103,750	103,750	90,742	13,008
WC historical commission	2,062	2,062	1,840	222
Onsite sewer services	1,137,215	1,181,304	1,058,945	122,359
Total community services	16,664,842	15,663,057	15,145,786	517,271
Debt service				
Interest and other charges	-	102,769	102,769	-
Total debt service	-	102,769	102,769	-
Capital outlay	15,165,635	10,283,636	5,645,770	4,637,866
Total expenditures	$ 289,267,013	$ 292,343,000	$ 264,732,039	$ 27,610,961

Williamson County, Texas
Schedule of Revenues, Expenditures, and
Changes in Fund Balance – Budget and Actual
Debt Service Fund
For the Fiscal Year Ended September 30, 2024

	Final	Actual	Variance Positive (Negative)
REVENUES			
Taxes	$ 161,609,791	$ 160,139,580	$ (1,470,211)
Intergovernmental	113,253	135,437	22,184
Investment earnings	1,200,000	2,221,487	1,021,487
Total revenues	162,923,044	162,496,504	(426,540)
EXPENDITURES			
Debt service			
Principal	105,395,000	105,395,000	-
Interest and other charges	44,213,854	42,842,794	1,371,060
Payment to bond escrow agent	19,979,042	19,979,042	-
Bond issuance fees	39,758	16,585	23,173
Total expenditures	169,627,654	168,233,421	1,394,233
Deficiency of revenues under expenditures	(6,704,610)	(5,736,917)	967,693
OTHER FINANCING SOURCES			
Issuance of long-term debt	-	5,230	(5,230)
Transfers in	7,369,078	6,276,000	(1,093,078)
Total other financing sources	7,369,078	6,281,230	(1,087,848)
Net change in fund balance	664,468	544,313	(120,155)
FUND BALANCE, beginning	10,376,520	10,376,520	-
FUND BALANCE, ending	$ 11,040,988	$ 10,920,833	$ (120,155)

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Non-major Special Revenue Funds

Special Revenue Funds are used to account for the proceeds of specified revenue sources or to finance specified activities as required by law or administrative regulation.

The following comprise the County's non-major Special Revenue Funds:

Alternate Dispute Resolution – This fund was set up to aid in a week long mass mediation session held annually to clear open cases and finalize documentation in question. The monies are spent on mailing notices and coordinating parties who wish to participate in the mediation process.

Appellate Judicial System Fund – Each county in the Third Court of Appeals is required to establish an Appellate Judicial Fund to assist the court of appeals in the processing of appeals and to defray costs incurred by the county. Fees are assessed for court cases filed in a county court, county court at law, probate court and district courts.

Avery Centre Road District No. 1 – Avery Centre Road District No. 1 was formed by the Commissioners Court in 2008. The District issues unlimited tax bonds for the purpose of developing roads in the district. The fund is for constructing, improving, acquiring, maintaining, reimbursing, financing and operating macadamized, graveled or paved roads, and turnpikes and related bridges, trails, drainage works, and other similar improvements, and carrying out other improvements. The District is governed by a Board comprised of the Williamson County Commissioners Court. The bonds are scheduled to be paid in full on August 15, 2049.

Avery Ranch Road District – Avery Ranch Road District No. 1 was formed by the Commissioners Court in 2001. The District issues unlimited tax bonds for the purpose of developing roads in the district. The District is governed by a Board comprised of the Williamson County Commissioners Court. The bonds are scheduled to be paid in full on August 15, 2025.

CAMPO Personnel Fund – This fund is set up to account for payroll expenditures associated with the Capital Area Metropolitan Planning Organization (CAMPO) county employees.

Child Abuse Prevention Fund – This fund is used to account for the $100 fee assessed in certain child sexual assault and related convictions. These funds are to be used for child abuse prevention programs.

Child Safety – This fund is used to account for $1.50 tax collected during the vehicle registration process. These funds are also collected by justice, county, or district courts for violations that occur within a school crossing zone up to $25 per violation. This fund is used to provide a school crossing guard program and/or programs designed to enhance child safety, health, or nutrition.

Community Improvement Precinct 4 Fund – This fund was formed by the Williamson County Commissioners Court in August of 2020. Donations received from Lealco, Inc. are for community improvement projects located in Precinct 4 of Williamson County.

Conservation Foundation – This fund was formed by the Williamson County Commissioners Court in December of 2002, as a pro-active approach to providing for conservation of the recovery of endangered species in the Williamson County area.

County and District Court Technology – This fund accounts for money charged to a defendant convicted of a criminal offense in a County or District Court. It is designated for the purpose of financing the purchase of technological enhancements for a county court, statutory court, or district court.

County Attorney Hot Check – This fund is used to account for monies received from fees collected on the payment of hot checks. Expenditures are made for the improvement of the operation of the County Attorney's office.

County Sheriff – This fund is used to account for jail inmates' purchase of food and toiletry items or other supplies. Expenditures are for the purchase of these items. Any revenue generated may be used for the benefit of the inmate.

County Sheriff Asset Forfeitures – This fund is used to account for monies received from Federal and State court cases dealing with illegal drug violations. Money is distributed to entities involved in the resolution of the drug case and used for education or equipment needed to enhance law enforcement activities.

County Radio Communications Systems (RCS) – This fund is used to account for money collected from governmental entities utilizing the countywide radio communication system. The funds are used for operations and maintenance of the system.

Court Facility Fee Fund – This fund accounts for monies collected through civil cases defined by Sections 135.101, 135.102, and 135.103 of the Local Government Code. Monies allocated to the fund may be used by a county only to fund the construction, renovation, or improvement of facilities that house the courts or to pay the principal of interest on, and costs of issuance of bonds, including refunding bonds, issued for the construction, renovation, or improvement of the facilities.

Court Records Preservation – This fund is used to account for monies collected from fees charged by the County and District Clerks. They are used only to digitize court records and to preserve the records from natural disasters.

Court Reporter – The clerk of each court that has an official court reporter shall collect a court reporter service fee of $15 as a court cost in each civil case filed with the clerk to maintain a court reporter who is available for assignment in the court.

Courthouse Security – This fund is used to collect court costs of defendants convicted of felony and misdemeanor offenses. The funds are designated for security purposes such as metal detectors, identification cards, and surveillance cameras.

District Attorney Asset Forfeitures – This fund is used to account for monies received from Federal and State court cases dealing with illegal drug violations. Money is distributed to entities involved in the resolution of the drug case and used for education or equipment needed to enhance law enforcement activities.

Election Chapter 19 – The state allocates funding based on the number of new, canceled and updated voter registrations processed in the preceding calendar year. These funds are only to be used for any activities designed to enhance the voter registration process.

Election HAVA – This fund was created to account for the rental fees collected from the use of voter equipment purchased with funds from the HAVA grant. The use of these fee revenues includes but is not limited to the maintenance, license fees and upgrades for the voting equipment as well as new equipment, training, storage and other costs associated with the operation and maintenance of the voting systems.

Election Services Contract – This fund is used to support and contain costs generated from a contract election. Contracts between political parties and other entities are handled by the elections officer and paid by the contracting party for administering election services.

Fire Code Enforcement – The Commissioners Court adopted a fee schedule on November 17, 2020, per Local Government Code 233.065. The fund is used to account for the fees related to fire code inspections. The funds may be used only for the administration and enforcement of the fire code.

Guardianship – This fund is used to account for the collection of a $20.00 "supplemental court-initiated guardianship fee" required by the State of Texas for support of judiciary guardianship initiated under Section 683 of the Texas Probate Code. The fees are to be used to supplement, not supplant, the compensation of a court-appointed guardian ad litem or attorney and to fund local guardianship programs for indigent incapacitated persons without family members, suitable and willing to serve as guardians.

Judicial Education Probate Court – This fund accounts for fees from all probate court cases filed and is used for training for County Courts at Law personnel.

Justice Court Technology – This fund accounts for money charged to a defendant convicted of a misdemeanor in a justice court. It is designated for the purpose of financing the purchase of technological enhancements for a justice court.

Justice of the Peace Security – This fund is used to collect court costs of defendants convicted of misdemeanor offenses. Funds are designated for security purposes such as metal detectors, identification cards, and surveillance cameras for justice courts not housed in the County courthouse.

Juvenile Fee Fund – This fund is used to account for court-ordered fees while a juvenile is on probation. Section 54.061 of the Family Code requires the fees may only be used for juvenile probation or community based juvenile corrections services or facilities in which a juvenile may be required to live while under court supervision.

Law Library – Monies collected through civil cases filed in the county or district court are accounted for through this fund. Monies collected are used to support the management and expenditures necessary to maintain law libraries throughout the County.

Local Provider Participation – Section 292B of the Texas Health & Safety Code allows Williamson County to create a Local Provider Participation Fund. The county annually sets the rate associated with mandatory provider participation payments from local hospitals. These funds can be spent on certain intergovernmental transfers and indigent care programs as defined by the code.

Local Youth Diversion Program – This fund is used to account for the collection of a $50 administrative fee allowed by the State of Texas under Section 45.312 of the Code of Criminal Procedure. These funds can be used only to offset the cost of operations of youth diversion programs and may include employing a juvenile case manager to provide youth diversion services.

Northwoods Road District – Northwoods Road District was formed by the Commissioners Court in 2011. The District issues unlimited tax bonds for the purpose of developing roads in the district. The fund is used to pay for the long-term debt expenditures for the district. The District is governed by a Board comprised of the Williamson County Commissioners Court. The bonds are scheduled to be paid in full on August 15, 2043.

Pass-Through Funding Program – This fund is used to account for reimbursements from the Texas Department of Transportation (TxDOT) related to the Pass-Through Road Financing Program. The pass-through program allows the County to manage the improvements of state highways. Reimbursements from TxDOT are based on a per vehicle usage after completion of these projects. The monies will be used for the payment of the debt related to these projects. Any funds remaining after all debt has been retired will be used for road projects.

Pearson Place Road District – Pearson Place Road District was formed by the Commissioners Court in 2010. The District issues unlimited tax bonds for the purpose of developing roads in the district. The fund is used to reimburse the developer for construction of the four-lane divided portion of Neenah Avenue within the District and pay for the long-term debt expenditures for the district. The District is governed by a Board comprised of the Williamson County Commissioners Court. The bonds are scheduled to be paid in full on August 15, 2041.

Pretrial Intervention Program – This fund is used to account for a fee not to exceed $500, to be used to reimburse the county expenditures related to a defendant's participation in a pretrial intervention program.

Records Archive – This fund was established specifically to support the preservation and restoration services performed by the County Clerk in connection with maintaining archived records. These monies support and will be dedicated to assisting County Clerks with maintaining public documents filed before January 1, 1990.

Records Management and Preservation – This fund is compiled of the fees for records management and preservation services performed by the County Clerk and District Clerk. This fee may be used for specific records preservation and automation projects.

Records Management – This fund is used to account for monies collected from fees charged by the County and District Clerk. These funds are used Countywide for records management, records management training and for the disposal of large quantities of outdated documents.

Records Technology – This fund accounts for money charged when filing suit in a district court. It is designated for the purpose of preservation and restoration services performed in connection with maintaining a district court records archive.

Regional Animal Shelter (WCRAS) – This fund accounts for the County's percentage share of revenues collected as adoption fees, surrender fees, etc. at the WCRAS. Expenditures are made for the day-to-day operations of the facility. The other regional participants in the shelter share proportionately in the operational cost.

Somerset Hills Road District No. 3 – Somerset Hills Road District No. 3 was formed by the Commissioners Court in 2008. The District issues unlimited tax bonds for the purpose of developing roads in the district. The fund is used to reimburse the developer and Williamson County for its share of the costs associated with construction expenses and land dedication for Ronald Reagan Boulevard from Farm to Market Road 2338 to State Highway 195. The District is governed by a Board comprised of the Williamson County Commissioners Court. The bonds are scheduled to be paid in full on August 15, 2048.

Somerset Hills Road District No. 4 – Somerset Hills Road District No. 4 was formed by the Commissioners Court in 2008. The District issues unlimited tax bonds for the purpose of developing roads in the district. The fund is used to reimburse the developer and Williamson County for its share of the costs associated with construction expenses and land dedication for Ronald Reagan Boulevard from Farm to Market Road 2338 to State Highway 195. The District is governed by a Board comprised of the Williamson County Commissioners Court. The bonds are scheduled to be paid in full on August 15, 2048.

Specialty Court – Section121.00 of the Texas Government Code allows the creation of Specialty Court programs. Williamson County has two active programs, the DWI/Drug Court and the Veterans Court. The programs are funded by collection of the court costs of a conviction for certain intoxication and drug related offenses. The fund retains 50% of the total fee to be used exclusively to develop and maintain these two programs. A service fee of 10% is revenue deposited into the General Fund. The remaining 40% of the total fee is sent to the state.

Juvenile Justice Alternative Education Program (JJAEP) Tier II – The Texas Probation Commission provides funding for costs that are reasonable, necessary and directly related to the creation and ongoing operation of a JJAEP to include the purchase of equipment, renovations, or construction. This program is designed to provide an educational setting for students that have been expelled from the public schools. The goal of the program is to reduce delinquency, increase offender accountability, and rehabilitate offenders through a comprehensive, coordinated community-based juvenile probation system.

Tobacco – Monies received by the County from the state as pro rata distributions from the lump sum payment made by tobacco companies are accounted for through this fund. The money collected from the state is to be spent on health-related issues. In addition, monies received by the County for Ambulance Uncompensated Care are accounted for in this fund. The Ambulance UC monies are used for the High Utilizer Group (HUG) program.

Teen Court Program – The purpose of this fund is to account for the receipt of fees for juveniles who are participating in the Teen Court Program.

Unclaimed Juvenile Restitution– Section 54.0482 of the Texas Family Code requires a separate fund to account for unclaimed juvenile restitution. The funds may be spent only for the same purposes as specified for juvenile state aid.

Vehicle Inventory Tax – This fund is used to account for interest earned from the Tax Assessor-Collector's motor vehicle inventory escrow account. Section 23.122 of the Tax Code requires the interest revenue may only be spent to defray the cost of the collection program.

WC Historical Commission – The fund is used to account for the monies received from memorial brick sales and donations to the Williamson County Historical Commission. The funds can be used for county historic preservation.

WM – City of Hutto and Hutto ISD – Monies received from the Contractor of the Williamson County Landfill to be expended for the benefit of the City of Hutto and Hutto ISD. Contractor pays 2% of the total Tip Fees collected.

WM – Community Recreational Facility – Monies received from the Contractor of the Williamson County Landfill to pay for recreational facility use within Williamson County. Contractor pays 1% of the total Tip Fees collected.

WM – Future Environmental Liability – Monies received from the Contractor of the Williamson County Landfill to pay for any environmental liability related to the Landfill beyond those costs covered by closure and post-closure trust funds. Contractor pays 2% of the total Tip Fees collected.

WM – Master Site Development – Monies received from the Contractor of the Williamson County Landfill to pay for site development of the facility. Contractor pays 1% of the total Tip Fees collected.

Williamson County, Texas
Combining Balance Sheet
Non-major Special Revenue Funds
September 30, 2024

	Alternate Dispute Resolution	Appellate Judicial System	Avery Centre Road District No. 1	Avery Ranch Road District No. 1	CAMPO Personnel Fund	Child Abuse Prevention	Child Safety
ASSETS							
Cash and investments	$ 1,016,508	$ 5,070	$ 5,620,007	$ 142,356	$ -	$ 8,450	$ 863,266
Accounts receivable (net of allowance)	3,906	1,085	-	6,491	-	149	25
Due from other governments	-	-	-	-	789,582	-	-
Prepaids	-	-	-	-	-	-	-
TOTAL ASSETS	$ 1,020,414	$ 6,155	$ 5,620,007	$ 148,847	$ 789,582	$ 8,599	$ 863,291
LIABILITIES, DEFERRED INFLOW OF RESOURCES AND FUND BALANCES							
LIABILITIES							
Accounts payable	$ -	$ 5,070	$ 125	$ 410	$ -	$ -	$ -
Accrued liabilities	-	-	-	-	95,610	-	-
Due to other funds	-	-	-	-	693,972	-	-
Due to other governments	-	-	-	-	-	-	-
Total liabilities	-	5,070	125	410	789,582	-	-
DEFERRED INFLOWS OF RESOURCES							
Deferred revenues	-	-	-	5,918	-	-	-
Total deferred inflows of resources	-	-	-	5,918	-	-	-
FUND BALANCES							
Nonspendable	-	-	-	-	-	-	-
Restricted	1,020,414	1,085	5,619,882	142,519	-	8,599	863,291
Total fund balances	1,020,414	1,085	5,619,882	142,519	-	8,599	863,291
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES	$ 1,020,414	$ 6,155	$ 5,620,007	$ 148,847	$ 789,582	$ 8,599	$ 863,291

Williamson County, Texas
Combining Balance Sheet – Continued
Non-major Special Revenue Funds
September 30, 2024

	Community Improvement PCT 4	Conservation Foundation	County and District Court Technology	County Attorney Hot Check	County Sheriff	County Sheriff Asset Forfeitures	County Radio Communications System
ASSETS							
Cash and investments	$ 20,000	$ 22,195,531	$ 121,924	$ -	$ 3,888,576	$ 436,019	$ 895,020
Accounts receivable (net of allowance)	-	117,110	368	-	-	102,533	7,608
Due from other governments	-	-	-	-	-	-	-
Prepaids	-	-	-	-	-	-	1,952
TOTAL ASSETS	$ 20,000	$ 22,312,641	$ 122,292	$ -	$ 3,888,576	$ 538,552	$ 904,580
LIABILITIES, DEFERRED INFLOW OF RESOURCES AND FUND BALANCES							
LIABILITIES							
Accounts payable	$ -	$ 53,343	$ -	$ -	$ -	$ 65,570	$ 34,358
Accrued liabilities	-	11,934	-	-	-	-	15,096
Due to other funds	-	-	-	-	-	-	-
Due to other governments	-	-	-	-	-	-	-
Total liabilities	-	65,277	-	-	-	65,570	49,454
DEFERRED INFLOWS OF RESOURCES							
Deferred revenues	-	-	-	-	-	-	-
Total deferred inflows of resources	-	-	-	-	-	-	-
FUND BALANCES							
Nonspendable	-	-	-	-	-	-	1,952
Restricted	20,000	22,247,364	122,292	-	3,888,576	472,982	853,174
Total fund balances	20,000	22,247,364	122,292	-	3,888,576	472,982	855,126
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES	$ 20,000	$ 22,312,641	$ 122,292	$ -	$ 3,888,576	$ 538,552	$ 904,580

Williamson County, Texas
Combining Balance Sheet – Continued
Non-major Special Revenue Funds
September 30, 2024

	Court Facility Fee	Court Records Preservation	Court Reporter	Courthouse Security	District Attorney Asset Forfeitures	Election Chapter 19	Election HAVA
ASSETS							
Cash and investments	$ 532,051	$ 881,999	$ 1,023,663	$ 687,305	$ 281,713	$ -	$ 2,084,058
Accounts receivable (net of allowance)	4,342	10	5,696	5,276	203,432	-	-
Due from other governments	-	-	-	-	-	-	-
Prepaids	-	-	-	-	-	-	-
TOTAL ASSETS	$ 536,393	$ 882,009	$ 1,029,359	$ 692,581	$ 485,145	$ -	$ 2,084,058
LIABILITIES, DEFERRED INFLOW OF RESOURCES AND FUND BALANCES							
LIABILITIES							
Accounts payable	$ -	$ 742,964	$ 6,847	$ -	$ 1,196	$ -	$ 800,617
Accrued liabilities	-	-	-	10,120	-	-	-
Due to other funds	-	-	-	-	-	-	-
Due to other governments	-	-	-	-	-	-	-
Total liabilities	-	742,964	6,847	10,120	1,196	-	800,617
DEFERRED INFLOWS OF RESOURCES							
Deferred revenues	-	-	-	-	-	-	-
Total deferred inflows of resources	-	-	-	-	-	-	-
FUND BALANCES							
Nonspendable	-	-	-	-	-	-	-
Restricted	536,393	139,045	1,022,512	682,461	483,949	-	1,283,441
Total fund balances	536,393	139,045	1,022,512	682,461	483,949	-	1,283,441
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES	$ 536,393	$ 882,009	$ 1,029,359	$ 692,581	$ 485,145	$ -	$ 2,084,058

Williamson County, Texas
Combining Balance Sheet – Continued
Non-major Special Revenue Funds
September 30, 2024

	Election Services Contract	Fire Code Enforcement	Guardianship	Judicial Education Probate Court	Justice Court Technology	Justice of the Peace Security	Juvenile Fee
ASSETS							
Cash and investments	$ 549,713	$ 517,223	$ 175,101	$ 97,409	$ 374,259	$ 232,615	$ 301,481
Accounts receivable (net of allowance)	1,000	-	780	130	629	729	-
Due from other governments	-	-	-	-	-	-	-
Prepaids	-	-	-	-	-	-	-
TOTAL ASSETS	$ 550,713	$ 517,223	$ 175,881	$ 97,539	$ 374,888	$ 233,344	$ 301,481
LIABILITIES, DEFERRED INFLOW OF RESOURCES AND FUND BALANCES							
LIABILITIES							
Accounts payable	$ 108,587	$ -	$ -	$ 563	$ 9,703	$ 6,824	$ 2,492
Accrued liabilities	628	-	-	-	-	-	-
Due to other funds	-	-	-	-	-	-	-
Due to other governments	-	-	-	-	-	-	294
Total liabilities	109,215	-	-	563	9,703	6,824	2,786
DEFERRED INFLOWS OF RESOURCES							
Deferred revenues	-	-	-	-	-	-	-
Total deferred inflows of resources	-	-	-	-	-	-	-
FUND BALANCES							
Nonspendable	-	-	-	-	-	-	-
Restricted	441,498	517,223	175,881	96,976	365,185	226,520	298,695
Total fund balances	441,498	517,223	175,881	96,976	365,185	226,520	298,695
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES	$ 550,713	$ 517,223	$ 175,881	$ 97,539	$ 374,888	$ 233,344	$ 301,481

Williamson County, Texas
Combining Balance Sheet – Continued
Non-major Special Revenue Funds
September 30, 2024

	Law Library	Local Provider Participation	Local Youth Diversion Program	Northwoods Road District	Pass-through Funding Program	Pearson Place Road District	Pretrial Intervention Program
ASSETS							
Cash and investments	$ 1,690,592	$ 858,673	$ 381,749	$ 328,096	$ 47,346,465	$ 976,144	$ 17,080
Accounts receivable (net of allowance)	7,598	-	836	5,427	161,960	76	-
Due from other governments	-	-	-	-	3,437,810	-	-
Prepaids	-	-	-	-	-	-	-
TOTAL ASSETS	$ 1,698,190	$ 858,673	$ 382,585	$ 333,523	$ 50,946,235	$ 976,220	$ 17,080
LIABILITIES, DEFERRED INFLOW OF RESOURCES AND FUND BALANCES							
LIABILITIES							
Accounts payable	$ 18,240	$ -	$ 39	$ 410	$ -	$ 410	$ 11,680
Accrued liabilities	-	-	2,940	-	-	-	-
Due to other funds	-	-	-	-	-	-	-
Due to other governments	-	-	-	-	-	-	-
Total liabilities	18,240	-	2,979	410	-	410	11,680
DEFERRED INFLOWS OF RESOURCES							
Deferred revenues	-	-	-	5,427	-	76	-
Total deferred inflows of resources	-	-	-	5,427	-	76	-
FUND BALANCES							
Nonspendable	-	-	-	-	-	-	-
Restricted	1,679,950	858,673	379,606	327,686	50,946,235	975,734	5,400
Total fund balances	1,679,950	858,673	379,606	327,686	50,946,235	975,734	5,400
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES	$ 1,698,190	$ 858,673	$ 382,585	$ 333,523	$ 50,946,235	$ 976,220	$ 17,080

Williamson County, Texas
Combining Balance Sheet – Continued
Non-major Special Revenue Funds
September 30, 2024

	Records Archive	Records Management and Preservation	Records Management	Records Technology	Regional Animal Shelter (WCRAS)	Somerset Hills Road District No. 3	Somerset Hills Road District No. 4
ASSETS							
Cash and investments	$ 5,231,657	$ 9,251,430	$ 504,505	$ 358,401	$ 1,897,794	$ 3,000,610	$ 5,283,186
Accounts receivable (net of allowance)	20,710	31,242	458	10	4,866	-	13,612
Due from other governments	-	-	-	-	-	-	-
Prepaids	-	-	-	-	-	-	-
TOTAL ASSETS	$ 5,252,367	$ 9,282,672	$ 504,963	$ 358,411	$ 1,902,660	$ 3,000,610	$ 5,296,798
LIABILITIES, DEFERRED INFLOW OF RESOURCES AND FUND BALANCES							
LIABILITIES							
Accounts payable	$ 282,814	$ 10,652	$ 32,583	$ -	$ 154,802	$ 3,379	$ 2,194
Accrued liabilities	15,356	29,433	-	-	101,736	-	-
Due to other funds	-	-	-	-	-	-	-
Due to other governments	-	-	-	-	3,215	-	-
Total liabilities	298,170	40,085	32,583	-	259,753	3,379	2,194
DEFERRED INFLOWS OF RESOURCES							
Deferred revenues	-	-	-	-	-	-	13,530
Total deferred inflows of resources	-	-	-	-	-	-	13,530
FUND BALANCES							
Nonspendable	-	-	-	-	-	-	-
Restricted	4,954,197	9,242,587	472,380	358,411	1,642,907	2,997,231	5,281,074
Total fund balances	4,954,197	9,242,587	472,380	358,411	1,642,907	2,997,231	5,281,074
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES	$ 5,252,367	$ 9,282,672	$ 504,963	$ 358,411	$ 1,902,660	$ 3,000,610	$ 5,296,798

Williamson County, Texas
Combining Balance Sheet – Continued
Non-major Special Revenue Funds
September 30, 2024

	Specialty Court	JJAEP Tier II	Tobacco	Teen Court Program	Unclaimed Juvenile Restitution	Vehicle Inventory Tax Fund	WC Historical Commission
ASSETS							
Cash and investments	$ 222,441	$ 608,082	$ 10,783,543	$ 4,653	$ 17,750	$ -	$ 18,969
Accounts receivable (net of allowance)	2,387	-	-	-	-	-	-
Due from other governments	-	-	-	-	-	-	-
Prepaids	-	-	-	-	-	-	-
TOTAL ASSETS	$ 224,828	$ 608,082	$ 10,783,543	$ 4,653	$ 17,750	$ -	$ 18,969
LIABILITIES, DEFERRED INFLOW OF RESOURCES AND FUND BALANCES							
LIABILITIES							
Accounts payable	$ -	$ -	$ 51,752	$ 466	$ -	$ -	$ 562
Accrued liabilities	-	2,835	11,946	-	-	-	-
Due to other funds	-	-	-	-	-	-	-
Due to other governments	-	-	-	-	-	-	-
Total liabilities	-	2,835	63,698	466	-	-	562
DEFERRED INFLOWS OF RESOURCES							
Deferred revenues	-	-	-	-	-	-	-
Total deferred inflows of resources	-	-	-	-	-	-	-
FUND BALANCES							
Nonspendable	-	-	-	-	-	-	-
Restricted	224,828	605,247	10,719,845	4,187	17,750	-	18,407
Total fund balances	224,828	605,247	10,719,845	4,187	17,750	-	18,407
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES	$ 224,828	$ 608,082	$ 10,783,543	$ 4,653	$ 17,750	$ -	$ 18,969

Williamson County, Texas
Combining Balance Sheet – Continued
Non-major Special Revenue Funds
September 30, 2024

	WM - City of Hutto and Hutto ISD	WM - Community Recreation Facility	WM - Future Environmental Liability	WM - Master Site Development	Total Governmental Funds
ASSETS					
Cash and investments	$ 762,798	$ 2,400,908	$ 5,904,142	$ 1,816,183	$ 142,617,168
Accounts receivable (net of allowance)	-	-	62,344	-	772,825
Due from other governments	-	-	-	-	4,227,392
Prepaids	-	-	-	-	1,952
TOTAL ASSETS	$ 762,798	$ 2,400,908	$ 5,966,486	$ 1,816,183	$ 147,619,337
LIABILITIES, DEFERRED INFLOW OF RESOURCES AND FUND BALANCES					
LIABILITIES					
Accounts payable	$ -	$ -	$ -	$ -	$ 2,408,652
Accrued liabilities	-	-	-	-	297,634
Due to other funds	-	-	-	-	693,972
Due to other governments	-	-	-	-	3,509
Total liabilities	-	-	-	-	3,403,767
DEFERRED INFLOWS OF RESOURCES					
Deferred revenues	-	-	-	-	24,951
Total deferred inflows of resources	-	-	-	-	24,951
FUND BALANCES					
Nonspendable	-	-	-	-	1,952
Restricted	762,798	2,400,908	5,966,486	1,816,183	144,188,667
Total fund balances	762,798	2,400,908	5,966,486	1,816,183	144,190,619
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES	$ 762,798	$ 2,400,908	$ 5,966,486	$ 1,816,183	$ 147,619,337

Williamson County, Texas

Combining Statement of Revenues, Expenditures
and Changes in Fund Balances
Non-major Special Revenue Funds
For the Fiscal Year Ended September 30, 2024

	Alternate Dispute Resolution	Appellate Judicial System	Avery Centre Road District No. 1	Avery Ranch Road District No. 1	CAMPO Personnel Fund	Child Abuse Prevention	Child Safety
REVENUES							
Taxes	$ -	$ -	$ -	$ 718,425	$ -	$ -	$ -
Fees of office	213,038	49,222	-	-	-	3,109	863,291
Fines and forfeitures	-	-	-	-	-	-	-
Charges for services	-	-	-	-	-	-	-
Intergovernmental	-	-	-	-	-	-	-
Investment earnings	43,154	-	9,368	32,312	-	-	26,038
Miscellaneous	-	-	-	-	2,236,114	-	-
Total revenues	256,192	49,222	9,368	750,737	2,236,114	3,109	889,329
EXPENDITURES							
Current							
General government	-	-	125	13,397	2,236,114	-	-
Public safety	-	-	-	-	-	-	-
Transportation support	-	-	-	-	-	-	-
Judicial	-	49,042	-	-	-	-	-
Community services	-	-	-	-	-	-	885,392
Conservation	-	-	-	-	-	-	-
Debt service							
Principal	-	-	-	720,000	-	-	-
Interest and other charges	-	-	-	57,600	-	-	-
Bond issuance fees	-	-	322,014	-	-	-	-
Capital outlay	-	-	-	-	-	-	-
Total expenditures	-	49,042	322,139	790,997	2,236,114	-	885,392
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	256,192	180	(312,771)	(40,260)	-	3,109	3,937
OTHER FINANCING SOURCES (USES)							
Issuance of long-term debt	-	-	5,975,000	-	-	-	-
Premium on issuance of long-term debt	-	-	-	-	-	-	-
Discount on issuance of long-term debt	-	-	(42,347)	-	-	-	-
Transfers in	-	-	-	-	-	-	-
Transfers out	-	-	-	-	-	-	-
Total other financing sources (uses)	-	-	5,932,653	-	-	-	-
NET CHANGE IN FUND BALANCES	256,192	180	5,619,882	(40,260)	-	3,109	3,937
FUND BALANCES, BEGINNING OF YEAR	764,222	905	-	182,779	-	5,490	859,354
FUND BALANCES, END OF YEAR	$ 1,020,414	$ 1,085	$ 5,619,882	$ 142,519	$ -	$ 8,599	$ 863,291

Williamson County, Texas

Combining Statement of Revenues, Expenditures and Changes in Fund Balances – Continued
Non-major Special Revenue Funds
For the Fiscal Year Ended September 30, 2024

	Community Improvement PCT 4	Conservation Foundation	County and District Court Technology	County Attorney Hot Check	County Sheriff	County Sheriff Asset Forfeitures	County Radio Communications System
REVENUES							
Taxes	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Fees of office	-	-	5,806	1,020	-	-	-
Fines and forfeitures	-	-	-	-	-	414,213	-
Charges for services	-	-	-	-	559,935	-	1,691,116
Intergovernmental	-	-	-	-	-	-	-
Investment earnings	-	1,217,909	-	-	143,633	19,108	39,389
Miscellaneous	-	7,360,757	-	-	-	25,275	5,624
Total revenues	-	8,578,666	5,806	1,020	703,568	458,596	1,736,129
EXPENDITURES							
Current							
General government	-	-	-	-	-	-	-
Public safety	-	-	-	-	43,003	346,278	1,422,040
Transportation support	-	-	-	-	-	-	-
Judicial	-	-	-	-	-	-	-
Community services	-	-	-	-	-	-	-
Conservation	-	739,720	-	-	-	-	-
Debt service							
Principal	-	-	-	-	-	-	-
Interest and other charges	-	-	-	-	-	-	-
Bond issuance fees	-	-	-	-	-	-	-
Capital outlay	-	48,894	-	-	-	170,119	-
Total expenditures	-	788,614	-	-	43,003	516,397	1,422,040
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	-	7,790,052	5,806	1,020	660,565	(57,801)	314,089
OTHER FINANCING SOURCES (USES)							
Issuance of long-term debt	-	-	-	-	-	-	-
Premium on issuance of long-term debt	-	-	-	-	-	-	-
Discount on issuance of long-term debt	-	-	-	-	-	-	-
Transfers in	-	-	-	-	-	-	-
Transfers out	-	(61,638)	-	(1,020)	-	-	-
Total other financing sources (uses)	-	(61,638)	-	(1,020)	-	-	-
NET CHANGE IN FUND BALANCES	-	7,728,414	5,806	-	660,565	(57,801)	314,089
FUND BALANCES, BEGINNING OF YEAR	20,000	14,518,950	116,486	-	3,228,011	530,783	541,037
FUND BALANCES, END OF YEAR	$ 20,000	$ 22,247,364	$ 122,292	$ -	$ 3,888,576	$ 472,982	$ 855,126

Williamson County, Texas

Combining Statement of Revenues, Expenditures and Changes in Fund Balances – Continued
Non-major Special Revenue Funds
For the Fiscal Year Ended September 30, 2024

	Court Facility Fee	Court Records Preservation	Court Reporter	Courthouse Security	District Attorney Asset Forfeitures	Election Chapter 19	Election HAVA
REVENUES							
Taxes	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Fees of office	196,687	624	250,083	236,886	-	-	-
Fines and forfeitures	-	-	-	-	293,596	-	-
Charges for services	-	-	-	-	-	-	-
Intergovernmental	-	-	-	-	-	65,684	-
Investment earnings	14,393	61,707	38,002	29,463	15,560	-	96,062
Miscellaneous	-	-	-	-	9,871	-	-
Total revenues	211,080	62,331	288,085	266,349	319,027	65,684	96,062
EXPENDITURES							
Current							
General government	-	-	-	-	-	65,684	1,051,211
Public safety	-	-	-	-	-	-	-
Transportation support	-	-	-	-	-	-	-
Judicial	-	742,965	75,513	250,813	143,079	-	-
Community services	-	-	-	-	-	-	-
Conservation	-	-	-	-	-	-	-
Debt service							
Principal	-	-	-	-	-	-	-
Interest and other charges	-	-	-	-	-	-	-
Bond issuance fees	-	-	-	-	-	-	-
Capital outlay	-	-	-	-	-	-	219,315
Total expenditures	-	742,965	75,513	250,813	143,079	65,684	1,270,526
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	211,080	(680,634)	212,572	15,536	175,948	-	(1,174,464)
OTHER FINANCING SOURCES (USES)							
Issuance of long-term debt	-	-	-	-	-	-	-
Premium on issuance of long-term debt	-	-	-	-	-	-	-
Discount on issuance of long-term debt	-	-	-	-	-	-	-
Transfers in	-	-	-	-	-	-	330,802
Transfers out	-	-	-	-	-	-	-
Total other financing sources (uses)	-	-	-	-	-	-	330,802
NET CHANGE IN FUND BALANCES	211,080	(680,634)	212,572	15,536	175,948	-	(843,662)
FUND BALANCES, BEGINNING OF YEAR	325,313	819,679	809,940	666,925	308,001	-	2,127,103
FUND BALANCES, END OF YEAR	$ 536,393	$ 139,045	$ 1,022,512	$ 682,461	$ 483,949	$ -	$ 1,283,441

Williamson County, Texas

Combining Statement of Revenues, Expenditures and Changes in Fund Balances – Continued
Non-major Special Revenue Funds
For the Fiscal Year Ended September 30, 2024

	Election Services Contract	Fire Code Enforcement	Guardianship	Judicial Education Probate Court	Justice Court Technology	Justice of the Peace Security	Juvenile Fee Fund
REVENUES							
Taxes	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Fees of office	1,135,813	220,179	50,660	8,255	55,898	67,573	3,610
Fines and forfeitures	-	-	-	-	-	-	-
Charges for services	-	-	-	-	-	-	-
Intergovernmental	-	-	-	-	-	-	-
Investment earnings	13,116	-	-	-	14,693	-	-
Miscellaneous	-	-	-	-	-	-	-
Total revenues	1,148,929	220,179	50,660	8,255	70,591	67,573	3,610
EXPENDITURES							
Current							
General government	866,007	-	-	-	-	-	-
Public safety	-	-	-	-	-	-	10,880
Transportation support	-	-	-	-	-	-	-
Judicial	-	-	52,500	2,794	27,553	183,166	-
Community services	-	-	-	-	-	-	-
Conservation	-	-	-	-	-	-	-
Debt service							
Principal	-	-	-	-	-	-	-
Interest and other charges	-	-	-	-	-	-	-
Bond issuance fees	-	-	-	-	-	-	-
Capital outlay	-	-	-	-	-	-	-
Total expenditures	866,007	-	52,500	2,794	27,553	183,166	10,880
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	282,922	220,179	(1,840)	5,461	43,038	(115,593)	(7,270)
OTHER FINANCING SOURCES (USES)							
Issuance of long-term debt	-	-	-	-	-	-	-
Premium on issuance of long-term debt	-	-	-	-	-	-	-
Discount on issuance of long-term debt	-	-	-	-	-	-	-
Transfers in	95,022	-	-	-	-	-	-
Transfers out	(425,824)	-	-	-	-	-	-
Total other financing sources (uses)	(330,802)	-	-	-	-	-	-
NET CHANGE IN FUND BALANCES	(47,880)	220,179	(1,840)	5,461	43,038	(115,593)	(7,270)
FUND BALANCES, BEGINNING OF YEAR	489,378	297,044	177,721	91,515	322,147	342,113	305,965
FUND BALANCES, END OF YEAR	$ 441,498	$ 517,223	$ 175,881	$ 96,976	$ 365,185	$ 226,520	$ 298,695

Williamson County, Texas

Combining Statement of Revenues, Expenditures and Changes in Fund Balances – Continued
Non-major Special Revenue Funds
For the Fiscal Year Ended September 30, 2024

	Law Library	Local Provider Participation	Local Youth Diversion Program	Northwood Road District	Pass-through Funding Program	Pearson Place Road District	Pretrial Intervention Program
REVENUES							
Taxes	$ -	$ 23,400,336	$ -	$ 682,053	$ -	$ 264,863	$ -
Fees of office	344,421	-	71,600	-	-	-	-
Fines and forfeitures	-	-	-	-	-	-	-
Charges for services	-	-	-	-	-	-	216,940
Intergovernmental	-	-	-	-	-	-	-
Investment earnings	71,508	301,938	-	33,845	2,763,325	61,172	-
Miscellaneous	-	773,776	-	-	-	-	-
Total revenues	415,929	24,476,050	71,600	715,898	2,763,325	326,035	216,940
EXPENDITURES							
Current							
General government	-	-	-	10,419	-	7,963	-
Public safety	-	-	-	-	-	-	-
Transportation support	-	-	-	-	1,026	-	-
Judicial	112,684	-	67,635	-	-	-	211,540
Community services	-	29,467,457	-	-	-	-	-
Conservation	-	-	-	-	-	-	-
Debt service							
Principal	-	-	-	320,000	-	180,000	-
Interest and other charges	-	-	-	361,400	-	147,250	-
Bond issuance fees	-	-	-	-	-	-	-
Capital outlay	-	-	-	-	-	-	-
Total expenditures	112,684	29,467,457	67,635	691,819	1,026	335,213	211,540
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	303,245	(4,991,407)	3,965	24,079	2,762,299	(9,178)	5,400
OTHER FINANCING SOURCES (USES)							
Issuance of long-term debt	-	-	-	-	-	-	-
Premium on issuance of long-term debt	-	-	-	-	-	-	-
Discount on issuance of long-term debt	-	-	-	-	-	-	-
Payments from sale of assets	-	-	-	-	-	-	-
Transfers in	-	-	17,254	-	-	-	-
Transfers out	-	-	-	-	(6,276,000)	-	-
Total other financing sources (uses)	-	-	17,254	-	(6,276,000)	-	-
NET CHANGE IN FUND BALANCES	303,245	(4,991,407)	21,219	24,079	(3,513,701)	(9,178)	5,400
FUND BALANCES, beginning of year	1,376,705	5,850,080	358,387	303,607	54,459,936	984,912	-
FUND BALANCES, end of year	$ 1,679,950	$ 858,673	$ 379,606	$ 327,686	$ 50,946,235	$ 975,734	$ 5,400

Williamson County, Texas

Combining Statement of Revenues, Expenditures
and Changes in Fund Balances – Continued
Non-major Special Revenue Funds
For the Fiscal Year Ended September 30, 2024

	Records Archive	Records Management and Preservation	Records Management	Records Technology	Regional Animal Shelter (WCRAS)	Somerset Hills Road District No. 3	Somerset Hills Road District No. 4
REVENUES							
Taxes	$ -	$ -	$ -	$ -	$ -	$ 287,893	$ 1,174,184
Fees of office	996,175	1,387,223	5,750	703	-	-	-
Fines and forfeitures	-	-	-	-	-	-	-
Charges for services	-	-	-	-	259,442	-	-
Intergovernmental	-	-	-	-	1,702,872	-	-
Investment earnings	246,764	424,675	27,181	-	56,218	23,651	53,626
Miscellaneous	-	-	-	-	504,320	249	272
Total revenues	1,242,939	1,811,898	32,931	703	2,522,852	311,793	1,228,082
EXPENDITURES							
Current							
General government	892,471	1,031,366	100,457	-	-	11,050	16,010
Public safety	-	-	-	-	-	-	-
Transportation support	-	-	-	-	-	-	-
Judicial	-	-	-	-	-	-	-
Community services	-	-	-	-	3,526,245	-	-
Conservation	-	-	-	-	-	-	-
Debt service							
Principal	-	-	-	-	-	-	545,000
Interest and other charges	-	-	-	-	-	205,394	721,593
Bond issuance fees	-	-	-	-	-	199,067	217,626
Capital outlay	-	-	-	-	-	-	-
Total expenditures	892,471	1,031,366	100,457	-	3,526,245	415,511	1,500,229
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	350,468	780,532	(67,526)	703	(1,003,393)	(103,718)	(272,147)
OTHER FINANCING SOURCES (USES)							
Issuance of long-term debt	-	-	-	-	-	2,915,000	5,255,000
Premium on issuance of long-term debt	-	-	-	-	-	-	-
Discount on issuance of long-term debt	-	-	-	-	-	(35,746)	(48,671)
Payments from sale of assets	-	-	-	-	-	-	-
Transfers in	-	-	-	-	1,774,586	-	-
Transfers out	-	-	-	-	-	(2,380,849)	(2,368,856)
Total other financing sources (uses)	-	-	-	-	1,774,586	498,405	2,837,473
NET CHANGE IN FUND BALANCES	350,468	780,532	(67,526)	703	771,193	394,687	2,565,326
FUND BALANCES, beginning of year	4,603,729	8,462,055	539,906	357,708	871,714	2,602,544	2,715,748
FUND BALANCES, end of year	$ 4,954,197	$ 9,242,587	$ 472,380	$ 358,411	$ 1,642,907	$ 2,997,231	$ 5,281,074

Williamson County, Texas

Combining Statement of Revenues, Expenditures and Changes in Fund Balances – Continued
Non-major Special Revenue Funds
For the Fiscal Year Ended September 30, 2024

	Specialty Court	JJAEP Tier II	Tobacco	Teen Court Program	Unclaimed Juvenile Restitution	Vehicle Inventory Tax Fund	WC Historical Commission
REVENUES							
Taxes	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Fees of office	39,236	-	-	10	-	-	-
Fines and forfeitures	-	-	-	-	-	-	-
Charges for services	-	-	-	-	-	-	-
Intergovernmental	-	145,684	458,096	-	-	-	-
Investment earnings	-	-	525,735	-	2,533	-	-
Miscellaneous	5,726	-	564,956	3,001	-	30,655	6,529
Total revenues	44,962	145,684	1,548,787	3,011	2,533	30,655	6,529
EXPENDITURES							
Current							
General government	-	-	-	-	-	30,655	-
Public safety	-	43,280	-	-	-	-	-
Transportation support	-	-	-	-	-	-	-
Judicial	8,055	-	-	2,428	-	-	-
Community services	-	-	790,499	-	-	-	4,020
Conservation	-	-	-	-	-	-	-
Debt service	-						
Principal	-	-	-	-	-	-	-
Interest and other charges	-	-	-	-	-	-	-
Bond issuance fees	-	-	-	-	-	-	-
Capital outlay	-	-	-	-	-	-	-
Total expenditures	8,055	43,280	790,499	2,428	-	30,655	4,020
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	36,907	102,404	758,288	583	2,533	-	2,509
OTHER FINANCING SOURCES (USES)							
Issuance of long-term debt	-	-	-	-	-	-	-
Premium on issuance of long-term debt	-	-	-	-	-	-	-
Discount on issuance of long-term debt	-	-	-	-	-	-	-
Transfers in	-	-	-	-	-	-	-
Transfers out	-	-	-	-	-	-	-
Total other financing sources (uses)	-	-	-	-	-	-	-
NET CHANGE IN FUND BALANCES	36,907	102,404	758,288	583	2,533	-	2,509
FUND BALANCES, beginning of year	187,921	502,843	9,961,557	3,604	15,217	-	15,898
FUND BALANCES, end of year	$ 224,828	$ 605,247	$ 10,719,845	$ 4,187	$ 17,750	$ -	$ 18,407

Williamson County, Texas

Combining Statement of Revenues, Expenditures
and Changes in Fund Balances – Continued
Non-major Special Revenue Funds
For the Fiscal Year Ended September 30, 2024

	WM - City of Hutto and Hutto ISD	WM - Community Recreation Facility	WM - Future Environmental Liability	WM - Master Site Development	Total Governmental Funds
REVENUES					
Taxes	$ -	$ -	$ -	$ -	$ 26,527,754
Fees of office	-	-	-	-	6,206,872
Fines and forfeitures	-	-	-	-	707,809
Charges for services	-	-	-	-	2,727,433
Intergovernmental	-	-	-	-	2,372,336
Investment earnings	-	121,672	403,472	89,825	7,021,047
Miscellaneous	681,265	340,429	681,266	340,427	13,570,512
Total revenues	681,265	462,101	1,084,738	430,252	59,133,763
EXPENDITURES					
Current					
General government	-	-	-	-	6,332,929
Public safety	-	-	-	-	1,865,481
Transportation support	-	-	-	-	1,026
Judicial	-	-	-	-	1,929,767
Community services	250,000	-	-	-	34,923,613
Conservation	-	-	-	-	739,720
Debt service					
Principal	-	-	-	-	1,765,000
Interest and other charges	-	-	-	-	1,493,237
Bond issuance fees	-	-	-	-	738,707
Capital outlay	-	11,917	-	-	450,245
Total expenditures	250,000	11,917	-	-	50,239,725
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	431,265	450,184	1,084,738	430,252	8,894,038
OTHER FINANCING SOURCES (USES)					
Issuance of long-term debt	-	-	-	-	14,145,000
Premium on issuance of long-term debt	-	-	-	-	-
Discount on issuance of long-term debt	-	-	-	-	(126,764)
Transfers in	-	-	-	-	2,217,664
Transfers out	(340,632)	-	-	-	(11,854,819)
Total other financing sources (uses)	(340,632)	-	-	-	4,381,081
NET CHANGE IN FUND BALANCES	90,633	450,184	1,084,738	430,252	13,275,119
FUND BALANCES, beginning	672,165	1,950,724	4,881,748	1,385,931	130,915,500
FUND BALANCES, ending	$ 762,798	$ 2,400,908	$ 5,966,486	$ 1,816,183	$ 144,190,619

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Alternate Dispute Resolution
For the Fiscal Year Ended September 30, 2024

	Final	Actual	Variance Positive (Negative)
REVENUES			
Fees of office	$ 180,000	$ 213,038	$ 33,038
Investment earnings	22,000	43,154	21,154
Total revenues	202,000	256,192	54,192
EXPENDITURES			
Current			
Judicial	8,047	-	8,047
Total expenditures	8,047	-	8,047
Net change in fund balance	193,953	256,192	62,239
FUND BALANCE, beginning	764,222	764,222	-
FUND BALANCE, ending	$ 958,175	$ 1,020,414	$ 62,239

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Avery Ranch Road District No. 1
For the Fiscal Year Ended September 30, 2024

	Final	Actual	Variance Positive (Negative)
REVENUES			
Taxes	$ 706,146	$ 718,425	$ 12,279
Investment earnings	40,000	32,312	(7,688)
Total revenues	746,146	750,737	4,591
EXPENDITURES			
Current			
General government	15,750	13,397	2,353
Debt service			
Principal	720,000	720,000	-
Interest and other charges	57,600	57,600	-
Total expenditures	793,350	790,997	2,353
Net change in fund balance	(47,204)	(40,260)	6,944
FUND BALANCE, beginning	182,779	182,779	-
FUND BALANCE, ending	$ 135,575	$ 142,519	$ 6,944

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
CAMPO Personnel Fund
For the Fiscal Year Ended September 30, 2024

	Final	Actual	Variance Positive (Negative)
REVENUES			
Miscellaneous	$ 2,647,187	$ 2,236,114	$ (411,073)
Total revenues	2,647,187	2,236,114	(411,073)
EXPENDITURES			
Current			
General government	2,631,668	2,236,114	395,554
Total expenditures	2,631,668	2,236,114	395,554
Net change in fund balance	15,519	-	(15,519)
FUND BALANCE, beginning	-	-	-
FUND BALANCE, ending	$ 15,519	$ -	$ (15,519)

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Conservation Foundation
For the Fiscal Year Ended September 30, 2024

	Final	Actual	Variance Positive (Negative)
REVENUES			
Investment earnings	$ -	$ 1,217,909	$ 1,217,909
Miscellaneous	7,150	7,360,757	7,353,607
Total revenues	7,150	8,578,666	8,571,516
EXPENDITURES			
Current			
Conservation	1,225,610	739,720	485,890
Capital outlay	60,413	48,894	11,519
Total expenditures	1,286,023	788,614	497,409
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(1,278,873)	7,790,052	9,068,925
OTHER FINANCING USES			
Transfers out	(106,166)	(61,638)	44,528
Total other financing uses	(106,166)	(61,638)	44,528
Net change in fund balance	(1,385,039)	7,728,414	9,113,453
FUND BALANCE, beginning	14,518,950	14,518,950	-
FUND BALANCE, ending	$ 13,133,911	$ 22,247,364	$ 9,113,453

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
County and District Court Technology
For the Fiscal Year Ended September 30, 2024

	Final	Actual	Variance Positive (Negative)
REVENUES			
Fees of office	$ -	$ 5,806	$ 5,806
Total revenues	-	5,806	5,806
EXPENDITURES			
Total expenditures	-	-	-
Net change in fund balance	-	5,806	5,806
FUND BALANCE, beginning	116,486	116,486	-
FUND BALANCE, ending	$ 116,486	$ 122,292	$ 5,806

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
County Attorney Hot Check
For the Fiscal Year Ended September 30, 2024

	Final	Actual	Variance Positive (Negative)
REVENUES			
Fees of office	$ 1,600	$ 1,020	$ (580)
Total revenues	1,600	1,020	(580)
EXPENDITURES			
Total expenditures	-	-	-
EXCESS OF REVENUES OVER EXPENDITURES	1,600	1,020	(580)
OTHER FINANCING USES			
Transfers out	(1,600)	(1,020)	580
Total other financing uses	(1,600)	(1,020)	580
Net change in fund balance	-	-	-
FUND BALANCE, beginning	-	-	-
FUND BALANCE, ending	$ -	$ -	$ -

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
County Sheriff Asset Forfeitures
For the Fiscal Year Ended September 30, 2024

	Final	Actual	Variance Positive (Negative)
REVENUES			
Fines and forfeitures	$ -	$ 414,213	$ 414,213
Investment earnings	-	19,108	19,108
Miscellaneous revenue	-	25,275	25,275
Total revenues	-	458,596	458,596
EXPENDITURES			
Current			
Public safety	408,118	346,278	61,840
Capital outlay	195,198	170,119	25,079
Total expenditures	603,316	516,397	86,919
Net change in fund balance	(603,316)	(57,801)	545,515
FUND BALANCE, beginning	530,783	530,783	-
FUND BALANCE, ending	$ (72,533)	$ 472,982	$ 545,515

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
County Radio Communications System (RCS)
For the Fiscal Year Ended September 30, 2024

	Final	Actual	Variance Positive (Negative)
REVENUES			
Charges for services	$ 1,604,700	$ 1,691,116	$ 86,416
Investment earnings	45,000	39,389	(5,611)
Miscellaneous	-	5,624	5,624
Total revenues	1,649,700	1,736,129	86,429
EXPENDITURES			
Current			
Public safety	1,551,331	1,422,040	129,291
Total expenditures	1,551,331	1,422,040	129,291
Net change in fund balance	98,369	314,089	215,720
FUND BALANCE, beginning	541,037	541,037	-
FUND BALANCE, ending	$ 639,406	$ 855,126	$ 215,720

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Court Facility Fee
For the Fiscal Year Ended September 30, 2024

	Final	Actual	Variance Positive (Negative)
REVENUES			
Fees of office	$ 180,000	$ 196,687	$ 16,687
Investment earnings	-	14,393	14,393
Total revenues	180,000	211,080	31,080
EXPENDITURES			
Total expenditures	-	-	-
Net change in fund balance	180,000	211,080	31,080
FUND BALANCE, beginning	325,313	325,313	-
FUND BALANCE, ending	$ 505,313	$ 536,393	$ 31,080

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Court Records Preservation
For the Fiscal Year Ended September 30, 2024

	Final	Actual	Variance Positive (Negative)
REVENUES			
Fees of office	$ -	$ 624	$ 624
Investment earnings	33,000	61,707	28,707
Total revenues	33,000	62,331	29,331
EXPENDITURES			
Current			
Judicial	812,500	742,965	69,535
Total expenditures	812,500	742,965	69,535
Net change in fund balance	(779,500)	(680,634)	98,866
FUND BALANCE, beginning	819,679	819,679	-
FUND BALANCE, ending	$ 40,179	$ 139,045	$ 98,866

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Court Reporter
For the Fiscal Year Ended September 30, 2024

	Final	Actual	Variance Positive (Negative)
REVENUES			
Fees of office	$ 225,000	$ 250,083	$ 25,083
Investment earnings	23,000	38,002	15,002
Total revenues	248,000	288,085	40,085
EXPENDITURES			
Current			
Judicial	89,540	75,513	14,027
Total expenditures	89,540	75,513	14,027
Net change in fund balance	158,460	212,572	54,112
FUND BALANCE, beginning	809,940	809,940	-
FUND BALANCE, ending	$ 968,400	$ 1,022,512	$ 54,112

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Courthouse Security
For the Fiscal Year Ended September 30, 2024

	Final	Actual	Variance Positive (Negative)
REVENUES			
Fees of office	$ 305,000	$ 236,886	$ (68,114)
Investment earnings	20,000	29,463	9,463
Total revenues	325,000	266,349	(58,651)
EXPENDITURES			
Current			
Judicial	272,577	250,813	21,764
Total expenditures	272,577	250,813	21,764
Net change in fund balance	52,423	15,536	(36,887)
FUND BALANCE, beginning	666,925	666,925	-
FUND BALANCE, ending	$ 719,348	$ 682,461	$ (36,887)

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
District Attorney Asset Forfeitures
For the Fiscal Year Ended September 30, 2024

	Final	Actual	Variance Positive (Negative)
REVENUES			
Fines and forfeitures	$ -	$ 293,596	$ 293,596
Investment earnings	-	15,560	15,560
Miscellaneous	-	9,871	9,871
Total revenues	-	319,027	319,027
EXPENDITURES			
Current			
Judicial	156,959	143,079	13,880
Total expenditures	156,959	143,079	13,880
Net change in fund balance	(156,959)	175,948	332,907
FUND BALANCE, beginning	308,001	308,001	-
FUND BALANCE, ending	$ 151,042	$ 483,949	$ 332,907

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Election Chapter 19
For the Fiscal Year Ended September 30, 2024

	Final	Actual	Variance Positive (Negative)
REVENUES			
Intergovernmental	$ 122,881	$ 65,684	$ (57,197)
Total revenues	122,881	65,684	(57,197)
EXPENDITURES			
Current			
General government	122,881	65,684	57,197
Total expenditures	122,881	65,684	57,197
Net change in fund balance	-	-	-
FUND BALANCE, beginning	-	-	-
FUND BALANCE, ending	$ -	$ -	$ -

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Election HAVA
For the Fiscal Year Ended September 30, 2024

	Final	Actual	Variance Positive (Negative)
REVENUES			
Investment earnings	$ 65,000	$ 96,062	$ 31,062
Total revenues	65,000	96,062	31,062
EXPENDITURES			
Current			
General government	1,076,012	1,051,211	24,801
Capital Outlay	490,520	219,315	271,205
Total expenditures	1,566,532	1,270,526	296,006
DEFICIENCY OF REVENUES UNDER EXPENDITURES	(1,501,532)	(1,174,464)	327,068
OTHER FINANCING SOURCES			
Transfers In	-	330,802	330,802
Total other financing sources	-	330,802	330,802
Net change in fund balance	(1,501,532)	(843,662)	657,870
FUND BALANCE, beginning of yea	2,127,103	2,127,103	-
FUND BALANCE, ending	$ 625,571	$ 1,283,441	$ 657,870

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Election Services Contract
For the Fiscal Year Ended September 30, 2024

	Final	Actual	Variance Positive (Negative)
REVENUES			
Fees of office	$ 1,135,814	$ 1,135,813	$ (1)
Investment earnings	-	13,116	13,116
Total revenues	1,135,814	1,148,929	13,115
EXPENDITURES			
Current			
General government	1,056,028	866,007	190,021
Total expenditures	1,056,028	866,007	190,021
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	79,786	282,922	203,136
OTHER FINANCING SOURCES (USES)			
Transfers in	-	95,022	95,022
Transfers out	(425,824)	(425,824)	-
Total other financing sources (uses)	(425,824)	(330,802)	95,022
Net change in fund balance	(346,038)	(47,880)	298,158
FUND BALANCE, beginning	489,378	489,378	-
FUND BALANCE, ending	$ 143,340	$ 441,498	$ 298,158

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Guardianship
For the Fiscal Year Ended September 30, 2024

	Final	Actual	Variance Positive (Negative)
REVENUES			
Fees of office	$ 52,000	$ 50,660	$ (1,340)
Total revenues	52,000	50,660	(1,340)
EXPENDITURES			
Current			
Judicial	52,500	52,500	-
Total expenditures	52,500	52,500	-
Net change in fund balance	(500)	(1,840)	(1,340)
FUND BALANCE, beginning	177,721	177,721	-
FUND BALANCE, ending	$ 177,221	$ 175,881	$ (1,340)

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Judicial Education Probate Court
For the Fiscal Year Ended September 30, 2024

	Final	Actual	Variance Positive (Negative)
REVENUES			
Fees of office	$ 8,500	$ 8,255	$ (245)
Total revenues	8,500	8,255	(245)
EXPENDITURES			
Current			
Judicial	4,000	2,794	1,206
Total expenditures	4,000	2,794	1,206
Net change in fund balance	4,500	5,461	961
FUND BALANCE, beginning	91,515	91,515	-
FUND BALANCE, ending	$ 96,015	$ 96,976	$ 961

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Justice Court Technology
For the Fiscal Year Ended September 30, 2024

	Final	Actual	Variance Positive (Negative)
REVENUES			
Fees of office	$ 52,100	$ 55,898	$ 3,798
Investment earnings	11,500	14,693	3,193
Total revenues	63,600	70,591	6,991
EXPENDITURES			
Current			
Judicial	64,189	27,553	36,636
Total expenditures	64,189	27,553	36,636
Net change in fund balance	(589)	43,038	43,627
FUND BALANCE, beginning	322,147	322,147	-
FUND BALANCE, ending	$ 321,558	$ 365,185	$ 43,627

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Justice of the Peace Security
For the Fiscal Year Ended September 30, 2024

	Final	Actual	Variance Positive (Negative)
REVENUES			
Fees of office	$ 60,800	$ 67,573	$ 6,773
Total revenues	60,800	67,573	6,773
EXPENDITURES			
Current			
Judicial	212,275	183,166	29,109
Total expenditures	212,275	183,166	29,109
Net change in fund balance	(151,475)	(115,593)	35,882
FUND BALANCE, beginning	342,113	342,113	-
FUND BALANCE, ending	$ 190,638	$ 226,520	$ 35,882

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes In Fund Balance – Budget and Actual
Juvenile Fee
For the Fiscal Year Ended September 30, 2024

	Final	Actual	Variance Positive (Negative)
REVENUES			
Fees of office	$ -	$ 3,610	$ 3,610
Total revenues	-	3,610	3,610
EXPENDITURES			
Current			
Public Safety	35,000	10,880	$ (24,120)
Total expenditures	35,000	10,880	(24,120)
Net change in fund balance	(35,000)	(7,270)	27,730
FUND BALANCE, beginning	305,965	305,965	-
FUND BALANCE, ending	$ 270,965	$ 298,695	$ 27,730

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes In Fund Balance – Budget and Actual
Law Library
For the Fiscal Year Ended September 30, 2024

	Final	Actual	Variance Positive (Negative)
REVENUES			
Fees of office	$ 307,000	$ 344,421	$ 37,421
Investment earnings	45,000	71,508	26,508
Total revenues	352,000	415,929	63,929
EXPENDITURES			
Current			
Judicial	200,000	112,684	87,316
Total expenditures	200,000	112,684	87,316
Net change in fund balance	152,000	303,245	151,245
FUND BALANCE, beginning	1,376,705	1,376,705	-
FUND BALANCE, ending	$ 1,528,705	$ 1,679,950	$ 151,245

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes In Fund Balance – Budget and Actual
Local Youth Diversion Program
For the Fiscal Year Ended September 30, 2024

	Final	Actual	Variance Positive (Negative)
REVENUES			
Fees of office	$ 65,650	$ 71,600	$ 5,950
Total revenues	65,650	71,600	5,950
EXPENDITURES			
Current			
Judicial	166,919	67,635	99,284
Total expenditures	166,919	67,635	99,284
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(101,269)	3,965	105,234
OTHER FINANCING SOURCES			
Transfers in	80,375	17,254	63,121
Total other financing sources	80,375	17,254	(63,121)
Net change in fund balance	(20,894)	21,219	42,113
FUND BALANCE, beginning	358,387	358,387	-
FUND BALANCE, ending	$ 337,493	$ 379,606	$ 42,113

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes In Fund Balance – Budget and Actual
Northwoods Road District
For the Fiscal Year Ended September 30, 2024

	Final	Actual	Variance Positive (Negative)
REVENUES			
Taxes	$ 667,441	$ 682,053	$ 14,612
Investment earnings	30,000	33,845	3,845
Total revenues	697,441	715,898	18,457
EXPENDITURES			
Current			
General government	10,950	10,419	531
Debt service			
Principal	320,000	320,000	-
Interest and other charges	361,400	361,400	-
Total expenditures	692,350	691,819	531
Net change in fund balance	5,091	24,079	18,988
FUND BALANCE, beginning	303,607	303,607	-
FUND BALANCE, ending	$ 308,698	$ 327,686	$ 18,988

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes In Fund Balance – Budget and Actual
Pearson Place Road District
For the Fiscal Year Ended September 30, 2024

	Final	Actual	Variance Positive (Negative)
REVENUES			
Taxes	$ 259,737	$ 264,863	$ 5,126
Investment earnings	50,000	61,172	11,172
Total revenues	309,737	326,035	16,298
EXPENDITURES			
Current			
General government	8,900	7,963	937
Debt service			
Principal	180,000	180,000	-
Interest and other charges	147,250	147,250	-
Total expenditures	336,150	335,213	937
Net change in fund balance	(26,413)	(9,178)	17,235
FUND BALANCE, beginning	984,912	984,912	-
FUND BALANCE, ending	$ 958,499	$ 975,734	$ 17,235

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes In Fund Balance – Budget and Actual
Pretrial Intervention Program
For the Fiscal Year Ended September 30, 2024

	Final	Actual	Variance Positive (Negative)
REVENUES			
Charges for services	$ 253,680	$ 216,940	$ (36,740)
Total revenues	253,680	216,940	(36,740)
EXPENDITURES			
Current			
Judicial	253,680	211,540	42,140
Total expenditures	253,680	211,540	42,140
Net change in fund balance	-	5,400	5,400
FUND BALANCE, beginning	-	-	-
FUND BALANCE, ending	$ -	$ 5,400	$ 5,400

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Records Archive
For the Fiscal Year Ended September 30, 2024

	Final	Actual	Variance Positive (Negative)
REVENUES			
Fees of office	$ 1,050,000	$ 996,175	$ (53,825)
Investment earnings	150,000	246,764	96,764
Total revenues	1,200,000	1,242,939	42,939
EXPENDITURES			
Current			
General government	911,839	892,471	19,368
Total expenditures	911,839	892,471	19,368
Net change in fund balance	288,161	350,468	62,307
FUND BALANCE, beginning	4,603,729	4,603,729	-
FUND BALANCE, ending	$ 4,891,890	$ 4,954,197	$ 62,307

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Records Management and Preservation
For the Fiscal Year Ended September 30, 2024

	Final	Actual	Variance Positive (Negative)
REVENUES			
Fees of office	$ 1,415,000	$ 1,387,223	$ (27,777)
Investment earnings	200,000	424,675	224,675
Total revenues	1,615,000	1,811,898	196,898
EXPENDITURES			
Current			
General government	2,018,607	1,031,366	987,241
Total expenditures	2,018,607	1,031,366	987,241
Net change in fund balance	(403,607)	780,532	1,184,139
FUND BALANCE, beginning	8,462,055	8,462,055	-
FUND BALANCE, ending	$ 8,058,448	$ 9,242,587	$ 1,184,139

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Records Management
For the Fiscal Year Ended September 30, 2024

	Final	Actual	Variance Positive (Negative)
REVENUES			
Fees of office	$ -	$ 5,750	$ 5,750
Investment earnings	24,000	27,181	3,181
Total revenues	24,000	32,931	8,931
EXPENDITURES			
Current			
General government	543,920	100,457	443,463
Total expenditures	543,920	100,457	443,463
Net change in fund balance	(519,920)	(67,526)	452,394
FUND BALANCE, beginning	539,906	539,906	-
FUND BALANCE, ending	$ 19,986	$ 472,380	$ 452,394

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Records Technology
For the Fiscal Year Ended September 30, 2024

	Final	Actual	Variance Positive (Negative)
REVENUES			
Fees of office	$ -	$ 703	$ 703
Total revenues	-	703	703
EXPENDITURES			
Current			
General government	357,000	-	357,000
Total expenditures	357,000	-	357,000
Net change in fund balance	(357,000)	703	357,703
FUND BALANCE, beginning	357,708	357,708	-
FUND BALANCE, ending	$ 708	$ 358,411	$ 357,703

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Regional Animal Shelter (WCRAS)
For the Fiscal Year Ended September 30, 2024

	Final	Actual	Variance Positive (Negative)
REVENUES			
Charges for service	$ 195,000	$ 259,442	$ 64,442
Intergovernmental	1,327,432	1,702,872	375,440
Investment earnings	51,635	56,218	4,583
Miscellaneous	502,150	504,320	2,170
Total revenues	2,076,217	2,522,852	446,635
EXPENDITURES			
Current			
Community services	4,897,775	3,526,245	1,371,530
Total expenditures	4,897,775	3,526,245	1,371,530
DEFICIENCY OF REVENUES UNDER EXPENDITURES	(2,821,558)	(1,003,393)	1,818,165
OTHER FINANCING SOURCES			
Transfers in	1,664,975	1,774,586	109,611
Total other financing sources	1,664,975	1,774,586	109,611
Net change in fund balance	(1,156,583)	771,193	1,927,776
FUND BALANCE, beginning	871,714	871,714	-
FUND BALANCE, ending	$ (284,869)	$ 1,642,907	$ 1,927,776

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Somerset Hills Road District No. 3
For the Fiscal Year Ended September 30, 2024

	Final	Actual	Variance Positive (Negative)
REVENUES			
Taxes	$ 293,352	$ 287,893	$ (5,459)
Investment earnings	6,000	23,651	17,651
Miscellaneous	-	249	249
Total revenues	299,352	311,793	12,441
EXPENDITURES			
Current			
General government	10,900	11,050	(150)
Debt service			
Interest and other charges	205,794	205,394	400
Bond issuance fees	-	199,067	(199,067)
Total expenditures	216,694	415,511	(198,817)
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	82,658	(103,718)	(186,376)
OTHER FINANCING SOURCES (USES)			
Issuance of long-term debt	-	2,915,000	2,915,000
Discount on issuance of long-term debt	-	(35,746)	(35,746)
Transfers out	-	(2,380,849)	(2,380,849)
Total other financing sources (uses)	-	498,405	498,405
Net change in fund balance	82,658	394,687	312,029
FUND BALANCE, beginning	2,602,544	2,602,544	-
FUND BALANCE, ending	$ 2,685,202	$ 2,997,231	$ 312,029

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Somerset Hills Road District No. 4
For the Fiscal Year Ended September 30, 2024

	Final	Actual	Variance Positive (Negative)
REVENUES			
Taxes	$ 1,174,726	$ 1,174,184	$ (542)
Investment earnings	43,000	53,626	10,626
Miscellaneous	-	272	272
Total revenues	1,217,726	1,228,082	10,356
EXPENDITURES			
Current			
General government	12,200	16,010	(3,810)
Debt service			
Principal	545,000	545,000	-
Interest and other charges	722,193	721,593	600
Bond issuance fees	-	217,626	(217,626)
Total expenditures	1,279,393	1,500,229	(220,836)
DEFICIENCY OF REVENUES UNDER EXPENDITURES	(61,667)	(272,147)	(210,480)
OTHER FINANCING SOURCES (USES)			
Issuance of long-term debt	-	5,255,000	5,255,000
Premium on issuance of long-term debt	-	-	-
Discount on issuance of long-term debt	-	(48,671)	(48,671)
Transfers Out	-	(2,368,856)	(2,368,856)
Total other financing sources (uses)	-	2,837,473	2,837,473
Net change in fund balance	(61,667)	2,565,326	2,626,993
FUND BALANCE, beginning	2,715,748	2,715,748	-
FUND BALANCE, ending	$ 2,654,081	$ 5,281,074	$ 2,626,993

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Specialty Court
For the Fiscal Year Ended September 30, 2024

	Final	Actual	Variance Positive (Negative)
REVENUES			
Fees of office	$ 37,000	$ 39,236	$ 2,236
Miscellaneous	-	5,726	5,726
Total revenues	37,000	44,962	7,962
EXPENDITURES			
Current			
Judicial	26,350	8,055	18,295
Total expenditures	26,350	8,055	18,295
Net change in fund balance	10,650	36,907	26,257
FUND BALANCE, beginning	187,921	187,921	-
FUND BALANCE, ending	$ 198,571	$ 224,828	$ 26,257

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
JJAEP Tier II
For the Fiscal Year Ended September 30, 2024

	Final	Actual	Variance Positive (Negative)
REVENUES			
Intergovernmental	$ -	$ 145,684	$ 145,684
Total revenues	-	145,684	145,684
EXPENDITURES			
Current			
Public safety	172,777	43,280	129,497
Total expenditures	172,777	43,280	129,497
Net change in fund balance	(172,777)	102,404	275,181
FUND BALANCE, beginning	502,843	502,843	-
FUND BALANCE, ending	$ 330,066	$ 605,247	$ 275,181

Williamson County, Texas
Schedule of Revenues, Expenditures And
Changes In Fund Balance – Budget And Actual
Tobacco
For the Fiscal Year Ended September 30, 2024

	Final	Actual	Variance Positive (Negative)
REVENUES			
Intergovernmental	$ 400,000	$ 458,096	$ 58,096
Investment income	350,000	525,735	175,735
Miscellaneous	-	564,956	564,956
Total revenues	750,000	1,548,787	798,787
EXPENDITURES			
Current			
Community services	877,362	790,499	86,863
Total expenditures	877,362	790,499	86,863
Net change in fund balance	(127,362)	758,288	885,650
FUND BALANCE, beginning	9,961,557	9,961,557	-
FUND BALANCE, ending	$ 9,834,195	$ 10,719,845	$ 885,650

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Teen Court Program
For the Fiscal Year Ended September 30, 2024

	Final	Actual	Variance Positive (Negative)
REVENUES			
Fees of office	$ -	$ 10	$ 10
Miscellaneous	3,000	3,001	1
Total revenues	3,000	3,011	11
EXPENDITURES			
Current			
Judicial	6,604	2,428	4,176
Total expenditures	6,604	2,428	4,176
Net change in fund balance	(3,604)	583	4,187
FUND BALANCE, beginning	3,604	3,604	-
FUND BALANCE, ending	$ -	$ 4,187	$ 4,187

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Vehicle Inventory Tax
For the Fiscal Year Ended September 30, 2024

	Final	Actual	Variance Positive (Negative)
REVENUES			
Miscellaneous	$ 260,507	$ 30,655	$ (229,852)
Total revenues	260,507	30,655	(229,852)
EXPENDITURES			
Current			
General government	260,507	30,655	229,852
Capital Outlay	-	-	-
Total expenditures	260,507	30,655	229,852
Net change in fund balance	-	-	-
FUND BALANCE, beginning	-	-	-
FUND BALANCE, ending	$ -	$ -	$ -

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
WC Historical Commission
For the Fiscal Year Ended September 30, 2024

	Final	Actual	Variance Positive (Negative)
REVENUES			
Miscellaneous	$ 9,729	$ 6,529	$ (3,200)
Total revenues	9,729	6,529	(3,200)
EXPENDITURES			
Current			
Community service	12,617	4,020	8,597
Total expenditures	12,617	4,020	8,597
Net change in fund balance	(2,888)	2,509	5,397
FUND BALANCE, beginning of year	15,898	15,898	-
FUND BALANCE, ending	$ 13,010	$ 18,407	$ 5,397

Internal Service Funds

Internal Service Funds are used to account for the financing of goods or services provided by one department to other departments of the County on a cost-reimbursement basis.

Benefits Program – This fund is used to account for the accumulation and allocation of costs associated with medical and dental benefits.

Fleet Management – This fund is used to account for the maintenance and repair of motor vehicles and related costs.

Risk Management – This fund is used to account for the accumulation and allocation of costs associated with the self-funded Workers Compensation and Liability coverage.

Williamson County, Texas
Combining Statement of Net Position
Internal Service Funds
September 30, 2024

	Benefits Program	Fleet Management	Risk Management	Total
ASSETS				
Current assets				
Cash and investments	$ 21,143,268	$ -	$ 1,332,742	$ 22,476,010
Accounts receivables	86,400	5,921	-	92,321
Due from other funds	-	-	-	-
Interest receivable	107,396	-	-	107,396
Inventory	-	269,037	-	269,037
Prepaid expenses	389,647	-	50,000	439,647
Total current assets	21,726,711	274,958	1,382,742	23,384,411
Non-current assets				
Capital assets				
Machinery and equipment	-	637,225	-	637,225
Intangibles	-	6,547	-	6,547
Right-of-use assets, subscriptions	336,713	-	-	336,713
Less accumulated depreciation and amortization	(336,713)	(511,890)	-	(848,603)
Total non-current assets	-	131,882	-	131,882
Total assets	21,726,711	406,840	1,382,742	23,516,293
LIABILITIES				
Current liabilities				
Accounts payable	42,481	270,390	83,494	396,365
Accrued liabilities	1,771,515	55,305	599,174	2,425,994
Due to other funds	-	204,098	-	204,098
Total liabilities	1,813,996	529,793	682,668	3,026,457
NET POSITION				
Net investment in capital assets	365,790	131,882	-	497,672
Unrestricted	19,546,925	(254,835)	700,074	19,992,164
TOTAL NET POSITION	$ 19,912,715	$ (122,953)	$ 700,074	$ 20,489,836

Williamson County, Texas

Combining Statement of Revenues, Expenses
and Changes in Net Position
Internal Service Funds
For the Fiscal Year Ended September 30, 2024

	Benefits Program	Fleet Management	Risk Management	Total
OPERATING REVENUES				
Employer contributions	$ 21,000,000	$ -	$ 2,447,991	$ 23,447,991
Employee contributions	5,722,095	-	-	5,722,095
Charge for services	-	4,853,249	-	4,853,249
Total operating revenues	26,722,095	4,853,249	2,447,991	34,023,335
OPERATING EXPENSES				
Claims	23,468,614	-	-	23,468,614
Payments to individuals	-	-	1,813,221	1,813,221
Insurance	2,826,549	-	-	2,826,549
Administration	2,003,433	1,007,492	-	3,010,925
Supplies and parts	-	3,576,038	-	3,576,038
Depreciation and amortization	144,009	35,738	-	179,747
Total operating expenses	28,442,605	4,619,268	1,813,221	34,875,094
OPERATING INCOME	(1,720,510)	233,981	634,770	(851,759)
NON-OPERATING REVENUES (EXPENSES)				
Interest income (expense)	1,112,660	-	65,304	1,177,964
Total non-operating revenues (expenses)	1,112,660	-	65,304	1,177,964
CHANGE IN NET POSITION	(607,850)	233,981	700,074	326,205
TOTAL NET POSITION, beginning	20,520,565	(356,934)	-	20,163,631
TOTAL NET POSITION, ending	$ 19,912,715	$ (122,953)	$ 700,074	$ 20,489,836

Williamson County, Texas
Combining Statement of Cash Flows
Internal Service Funds
For the Fiscal Year Ended September 30, 2024

	Benefits Program	Fleet Management	Risk Management	Total
CASH FLOWS FROM OPERATING ACTIVITIES				
Receipts from customers and users	$ 26,726,847	$ 4,854,794	$ 2,447,991	$ 34,029,632
Payments to suppliers	(25,845,560)	(3,523,233)	(1,180,553)	(30,549,346)
Payments to employees	(2,003,433)	(1,331,561)	-	(3,334,994)
Net cash flows provided by operating activities	(1,122,146)	-	1,267,438	145,292
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES				
Principal paid on subscriptions	(173,086)	-	-	(173,086)
Interest paid on subscriptions	(2,926)	-	-	(2,926)
Net cash flows used in capital and related financing activities	(176,012)	-	-	(176,012)
CASH FLOWS FROM INVESTING ACTIVITIES				
Investment earnings and other revenue	1,008,190	-	65,304	1,073,494
Net cash flows provided by investing activities	1,008,190	-	65,304	1,073,494
Change in cash and cash equivalents	(289,968)	-	1,332,742	1,042,774
CASH AND CASH EQUIVALENTS, beginning	21,433,236	-	-	21,433,236
CASH AND CASH EQUIVALENTS, ending	$ 21,143,268	$ -	$ 1,332,742	$ 22,476,010
RECONCILIATION OF OPERATING INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES				
Operating income	$ (1,720,510)	$ 233,981	$ 634,770	$ (851,759)
Adjustments to reconcile operating income to net cash provided by operating activities				
Depreciation and amortization	144,009	35,738	-	179,747
Change in assets and liabilities				
Accounts receivable	4,752	1,545	-	6,297
Inventory	-	24,345	-	24,345
Prepaid expenses	151,308	-	(50,000)	101,308
Accounts payable	(242,489)	21,063	83,494	(137,932)
Accrued liabilities	541,232	7,397	599,174	1,147,803
Due to other funds	-	(324,069)	-	(324,069)
Interest payable	(448)	-	-	(448)
NET CASH PROVIDED BY OPERATING ACTIVITIES	$ (1,122,146)	$ -	$ 1,267,438	$ 145,292

Fiduciary Funds

Custodial Funds

Custodial Funds serve primarily as clearing mechanisms for cash resources, which are collected by a governmental unit, held as such for a brief period, and then distributed to authorized recipients.

The following comprise the County's Custodial Funds:

- County Attorney Hot Check Restitution
- District Attorney Forfeitures
- County Clerk Trust
- District Clerk Trust
- Juvenile Services
- Sheriff's Office Inmate Trust
- Sheriff's Office Cash Bond
- Tax Assessor – Collector
- Bail Bonds
- CAMPO

Williamson County, Texas
Combining Statement of Net Position
Fiduciary Funds
September 30, 2024

	County Attorney Hot Checks	District Attorney Forfeitures	County Clerk Trust	District Clerk Trust	Juvenile Services	Sheriff's Office Inmate Trust
ASSETS						
Cash and investments	$ 434	$ 827,600	$ 28,336,514	$ 4,108,043	$ 46,051	$ 212,869
Accounts receivable	-	-	-	-	-	-
Prepaids	-	-	-	-	-	-
TOTAL ASSETS	434	827,600	28,336,514	4,108,043	46,051	212,869
LIABILITIES						
Accounts payable	-	-	-	-	-	-
Due to other governments	-	-	-	-	-	-
Unearned revenue	-	-	-	-	-	-
Total liabilities	-	-	-	-	-	-
NET POSITION						
Individuals, organizations, and other governments	434	827,600	28,336,514	4,108,043	46,051	212,869
TOTAL NET POSITION	$ 434	$ 827,600	$ 28,336,514	$ 4,108,043	$ 46,051	$ 212,869

Williamson County, Texas
Combining Statement of Net Position
Fiduciary Funds - Continued
September 30, 2024

	Sheriff's Office Cash Bond	Tax Assessor-Collector	Bail Bonds	CAMPO	Total Custodial Funds
ASSETS					
Cash and investments	$ 154,897	$ 15,081,844	$ 2,585,397	$ -	$ 51,353,649
Accounts receivable	-	-	-	2,438,294	2,438,294
Prepaids	-	-	-	39,702	39,702
TOTAL ASSETS	154,897	15,081,844	2,585,397	2,477,996	53,831,645
LIABILITIES					
Accounts payable	-	-	-	2,199,081	2,199,081
Due to other governments	-	-	-	728,643	728,643
Unearned revenue	-	-	-	99,620	99,620
Total liabilities	-	-	-	3,027,344	3,027,344
NET POSITION					
Individuals, organizations, and other governments	154,897	15,081,844	2,585,397	(549,348)	50,804,301
TOTAL NET POSITION	$ 154,897	$ 15,081,844	$ 2,585,397	$ (549,348)	$ 50,804,301

Williamson County, Texas

Combining Statement of Revenues, Expenses
and Changes in Net Position
Fiduciary Funds
For the Fiscal Year Ended September 30, 2024

	County Attorney Hot Checks	District Attorney Forfeitures	County Clerk Trust	District Clerk Trust	Juvenile Services	Sheriff's Office Inmate Trust
ADDITIONS						
Tax collections from other governments	$ -	$ -	$ -	$ -	$ -	$ -
Fees for other government	1,020	-	-	-	-	-
Held for others	13,389	239,932	53,094,165	2,855,283	50,123	1,891,482
Interest Income	-	58,832	1,189,670	71,715	2,560	-
Total additions	14,409	298,764	54,283,835	2,926,998	52,683	1,891,482
DEDUCTIONS						
Payments to other governments	2,608	575,861	1,995,986	504,212	44,404	418,226
Payments to individuals	11,854	359,063	44,024,329	1,668,419	-	1,449,681
Total deductions	14,462	934,924	46,020,315	2,172,631	44,404	1,867,907
NET INCREASE (DECREASE) IN FIDUCIARY NET POSITION	(53)	(636,160)	8,263,520	754,367	8,279	23,575
NET POSITION, beginning of year	487	1,463,760	20,072,994	3,353,676	37,772	189,294
NET POSITION, end of year	$ 434	$ 827,600	$ 28,336,514	$ 4,108,043	$ 46,051	$ 212,869

Williamson County, Texas

Combining Statement of Revenues, Expenses and Changes in Net Position
Fiduciary Funds - Continued
For the Fiscal Year Ended September 30, 2024

	Sheriff's Office Cash Bond	Tax Assessor-Collector	Bail Bonds	CAMPO	Total Custodial Funds
ADDITIONS					
Tax collections from other governments	$ -	$ 3,066,052,240	$ -	$ -	$ 3,066,052,240
Fees for other government	-	-	-	-	1,020
Held for others	2,782,865	-	150,000	5,559,187	66,636,426
Interest Income	-	2,119,464	-	-	3,442,241
Total additions	2,782,865	3,068,171,704	150,000	5,559,187	3,136,131,927
DEDUCTIONS					
Payments to other governments	-	3,009,101,277	-	126,469	3,012,769,043
Payments to individuals	2,785,612	59,010,775	269,500	6,340,683	115,919,916
Total deductions	2,785,612	3,068,112,052	269,500	6,467,152	3,128,688,959
NET INCREASE (DECREASE) IN FIDUCIARY NET POSITION	(2,747)	59,652	(119,500)	(907,965)	7,442,968
NET POSITION, beginning of year	157,644	15,022,192	2,704,897	358,617	43,361,333
NET POSITION, end of year	$ 154,897	$ 15,081,844	$ 2,585,397	$ (549,348)	$ 50,804,301

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Statistical Information
(Unaudited)

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This portion of Williamson County's annual comprehensive financial report presents multiple years of data to provide a historical perspective for understanding the information available in the financial statements, note disclosures, and required supplementary information and for assessing the County's overall financial health.

Contents

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Financial Trends 158
These schedules contain trend information to help the reader understand how the County's financial performance and well-being have changed over time.

Revenue Capacity 162
These schedules contain trend information to help the reader assess the County's most significant local revenue resource.

Debt Capacity 169
These schedules contain trend information to help the reader assess the affordability of the County's current levels of outstanding debt and the County's ability to issue additional debt in the future.

Economic and Demographic Indicators 174
These schedules contain economic and demographic information to help the reader understand the environment within which the County's financial activities take place.

Operating Information 176
These schedules contain service and infrastructure data to help the reader understand how the information in the County's financial report relates to the services and activities performed by the County.

Miscellaneous Information 181
These pages contain additional data about the area, communities, colleges, medical facilities, and County government offices.

Williamson County, Texas

Table 1

Net Position by Component
Last Ten Fiscal Years
(Full Accrual Basis of Accounting)

	Fiscal Year									
	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015
Governmental activities										
Net investment in capital assets	$ 1,331,729,835	$ 1,209,223,449	$ 1,001,153,598	$ 270,544,977	$ 716,022,842	$ 637,304,132	$ 388,681,714	$ 412,098,469	$ 365,342,452	$ 445,160,755
Restricted	871,723,729	700,591,876	699,215,634	606,279,506	70,967,293	60,512,370	76,157,795	61,342,122	49,879,697	42,611,846
Unassigned	(860,132,582)	(777,717,630)	(749,057,671)	(168,337,998)	(221,331,942)	(250,047,739)	(115,140,490)	(222,463,184)	(287,988,424)	(348,784,532)
Total Governmental activities net position	$ 1,343,320,982	$ 1,132,097,695	$ 951,311,561	$ 708,486,485	$ 565,658,193	$ 447,768,763	$ 349,699,019	$ 250,977,407	$ 127,233,725	$ 138,988,069
Primary government										
Net investment in capital assets	$ 1,331,729,835	$ 1,209,223,449	$ 1,001,153,598	$ 270,544,977	$ 716,022,842	$ 637,304,132	$ 388,681,714	$ 412,098,469	$ 365,342,452	$ 445,160,755
Restricted	871,723,729	700,591,876	699,215,634	606,279,506	70,967,293	60,512,370	76,157,795	61,342,122	49,879,697	42,611,846
Unassigned	(860,132,582)	(777,717,630)	(749,057,671)	(168,337,998)	(221,331,942)	(250,047,739)	(115,140,490)	(222,463,184)	(287,988,424)	(348,784,532)
Total primary government net position	$ 1,343,320,982	$ 1,132,097,695	$ 951,311,561	$ 708,486,485	$ 565,658,193	$ 447,768,763	$ 349,699,019	$ 250,977,407	$ 127,233,725	$ 138,988,069

Source: Annual Comprehensive Financial Report

Notes:
Financial data includes Avery Ranch, Pearson Place, Northwoods No. 1, Somerset Hills No. 3, Somerset Hills No. 4, and Avery Centre No. 1 Road Districts (blended component units).

The County is not currently engaged in any business-type activities, and accordingly, does not present business -type information above.

Williamson County, Texas

Table 2

Changes in Net Position
Last Ten Fiscal Years
(Full Accrual Basis of Accounting)

	Fiscal Year									
	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015
Expenses										
Governmental activities:										
General government	$ 120,176,434	$ 94,990,584	$ 95,241,179	$ 81,509,475	$ 95,818,018	$ 58,051,710	$ 54,797,454	$ 34,560,332	$ 48,471,235	$ 33,113,079
Public safety	147,418,771	168,344,228	109,407,176	97,377,417	109,312,387	116,707,999	99,809,010	69,592,308	115,818,653	87,932,683
Transportation support	109,699,020	122,432,160	89,819,635	92,821,273	81,453,260	62,487,644	72,329,109	55,114,815	99,775,558	78,977,229
Judicial	41,353,084	44,515,813	32,902,982	27,235,265	30,242,867	33,832,980	27,337,346	18,656,716	31,025,054	23,581,105
Community services	59,390,503	49,864,644	45,197,557	31,102,956	30,383,602	48,664,236	32,584,267	15,685,849	21,383,743	18,727,680
Conservation	728,476	684,354	740,997	962,046	1,373,775	709,525	369,119	1,300,206	560,710	407,345
Interest on long term debt	38,762,528	31,286,522	32,446,311	35,118,001	40,758,044	38,255,649	40,588,916	39,492,764	41,283,450	40,308,534
Total governmental activities expenses	517,528,816	512,118,305	405,755,837	366,126,433	389,341,953	358,709,743	327,815,221	234,402,990	358,318,403	283,047,655
Total primary government expenses	517,528,816	512,118,305	405,755,837	366,126,433	389,341,953	358,709,743	327,815,221	234,402,990	358,318,403	283,047,655
Program Revenues										
Governmental activities										
Fees, fines and charges for services:										
General government	29,047,849	27,307,533	29,408,569	29,566,682	22,780,725	19,619,138	18,442,156	17,726,272	16,936,279	15,659,297
Public safety	16,521,273	20,677,933	18,088,427	13,335,568	12,527,369	13,466,619	14,595,110	13,330,502	12,310,097	14,976,278
Transportation support	11,617,063	10,774,362	10,695,833	10,019,724	8,821,259	9,016,332	7,807,781	5,901,946	6,267,221	6,155,099
Judicial	5,797,498	5,065,274	4,147,635	3,669,049	4,471,701	5,160,524	5,465,161	6,487,199	5,920,681	6,019,784
Community services	2,318,671	2,511,417	2,600,751	2,468,687	2,395,247	2,251,911	267,917	3,694,941	2,515,080	1,613,488
Conservation	38,548	1,004,799	1,930,744	499,466	2,136,744	1,268,122	1,974,710	-	-	-
Operating grants and contributions	71,405,749	66,147,266	56,632,343	53,433,019	64,303,593	13,699,587	17,125,735	7,389,422	7,021,670	7,327,581
Capital grants and contributions	37,521,246	78,721,735	137,008,334	36,176,049	49,873,724	68,415,425	48,139,969	54,957,868	63,114,526	59,565,089
Total governmental activities program revenues	174,267,897	212,210,319	260,512,636	149,168,244	167,310,362	132,897,658	113,818,539	109,488,150	114,085,554	111,316,616
Total primary government program revenues	174,267,897	212,210,319	260,512,636	149,168,244	167,310,362	132,897,658	113,818,539	109,488,150	114,085,554	111,316,616
Net (expense) revenue										
Governmental activities	(343,260,919)	(299,907,986)	(145,243,201)	(216,958,189)	(222,031,591)	(225,812,085)	(213,996,682)	(124,914,840)	(244,232,849)	(171,731,039)
Total primary government net expense	(343,260,919)	(299,907,986)	(145,243,201)	(216,958,189)	(222,031,591)	(225,812,085)	(213,996,682)	(124,914,840)	(244,232,849)	(171,731,039)
General Revenues and Other Changes in Net Position										
Governmental activities:										
Taxes:										
Property taxes, levied for general purposes	217,056,989	196,965,239	181,421,949	171,768,414	163,932,640	146,561,112	120,231,990	140,500,042	128,577,499	116,814,321
Property taxes, levied for farm to market	54,344,042	41,539,986	34,399,660	29,432,670	27,439,690	25,264,772	23,002,816	20,691,651	18,552,068	16,521,025
Property taxes, levied for debt service	187,332,313	167,188,852	161,656,245	139,783,452	127,048,877	122,161,032	129,065,600	88,542,902	79,408,330	70,940,367
Other taxes	26,304,520	24,543,802	21,774,138	16,291,760	11,304,726	15,533,141	31,775,438	1,497,202	1,328,610	1,118,611
Investment earnings	69,128,101	50,115,081	(11,761,190)	2,325,656	9,818,234	14,119,674	8,477,449	4,713,739	2,826,060	1,291,116
Miscellaneous	318,241	341,160	577,475	184,529	376,854	242,098	165,001	2,014,239	1,785,938	2,602,864
Transfers	-	-	-	-	-	-	-	-	-	-
Total governmental activities	554,484,206	480,694,120	388,068,277	359,786,481	339,921,021	323,881,829	312,718,294	257,959,775	232,478,505	209,288,304
Total primary government	554,484,206	480,694,120	388,068,277	359,786,481	339,921,021	323,881,829	312,718,294	257,959,775	232,478,505	209,288,304
Change in net position										
Governmental activities	211,223,287	180,786,134	242,825,076	142,828,292	117,889,430	98,069,744	98,721,612	133,044,935	(11,754,344)	37,557,265
Total primary government	$ 211,223,287	$ 180,786,134	$ 242,825,076	$ 142,828,292	$ 117,889,430	$ 98,069,744	$ 98,721,612	$ 133,044,935	$ (11,754,344)	$ 37,557,265
Prior period adjustment	$ -	$ -	$ -	$ -	$ -	$ -	$ (9,301,253)	$ -	$ -	$ -

Source: Annual Comprehensive Financial Report

Notes:
Financial data includes Avery Ranch, Pearson Place, Northwoods No. 1, Somerset Hills No. 3, Somerset Hills No. 4, and Avery Centre No. 1 Road Districts (blended component units).

Williamson County, Texas **Table 3**

Fund Balances
Governmental Funds
Last Ten Fiscal Years
(Modified Accrual Basis of Accounting)

	Fiscal Year									
	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015
General fund										
Nonspendable	$ 90,295	$ 88,808	$ 22,624	$ 638,440	$ 667,944	$ 721,804	$ 824,721	$ 811,865	$ 857,744	$ 885,700
Committed	66,951,388	48,813,426	40,907,524	36,528,891	32,074,882	28,263,350	19,350,387	12,071,125	3,534,167	5,475,348
Unassigned	170,706,542	153,654,737	135,158,551	130,659,577	106,276,815	91,171,890	93,426,415	86,343,485	82,585,995	77,142,946
Total general fund	$ 237,748,225	$ 202,556,971	$ 176,088,699	$ 167,826,908	$ 139,019,641	$ 120,157,044	$ 113,601,523	$ 99,226,475	$ 86,977,906	$ 83,503,994
All other governmental funds										
Nonspendable	$ 1,403,718	$ 1,118,969	$ 388,907	$ 104,332,262	$ 116,846,937	$ 127,582,740	$ 131,595,069	$ 445,019	$ 601,831	$ -
Restricted	868,912,681	702,049,623	374,809,973	335,794,554	345,228,101	208,524,559	122,870,856	288,414,746	348,991,227	-
Committed	-	-	-	-	-	-	760,215	1,366,480	1,360,754	-
Unassigned, reported in:										
Special Revenue Fund	-	-	-	-	-	-	(3,201)	-	-	136,252,756
Debt Service Fund	-	-	-	-	-	-	-	-	-	21,876,358
Capital Projects Fund	-	-	-	-	-	-	-	-	-	174,188,055
Total all other governmental funds	$ 870,316,399	$ 703,168,592	$ 375,198,880	$ 440,126,816	$ 462,075,038	$ 336,107,299	$ 255,222,939	$ 290,226,245	$ 350,953,812	$ 332,317,169

Source: Annual Comprehensive Financial Report

Notes:

Financial data includes Avery Ranch, Pearson Place, Northwoods No. 1, Somerset Hills No. 3, Somerset Hills No. 4, and Avery Centre No. 1 Road Districts (blended component units).

Williamson County, Texas

Table 4

Changes in Fund Balances
Governmental Funds
Last Ten Fiscal Years
(Modified Accrual Basis of Accounting)

	Fiscal Year									
	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015
REVENUES										
Taxes	$ 483,178,141	$ 431,187,472	$ 398,041,068	$ 356,796,154	$ 329,776,593	$ 309,654,849	$ 303,321,453	$ 251,551,065	$ 227,954,402	$ 205,237,263
Fees of office	25,083,718	24,985,714	25,090,192	23,609,021	19,753,745	19,600,375	17,967,236	18,408,551	17,991,608	16,644,320
Fines and forfeitures	3,245,661	2,194,241	2,404,851	2,007,876	2,294,774	3,268,799	4,800,979	3,514,690	3,264,463	3,671,853
Charges for services	59,725,895	56,243,117	45,594,693	48,699,982	18,140,575	11,216,001	16,291,536	11,335,018	12,406,825	14,269,803
Intergovernmental	27,088,504	24,176,490	23,693,534	20,658,080	55,861,777	17,710,468	16,152,728	15,057,500	14,903,803	16,044,809
Motor vehicle registration	6,105,960	6,085,600	5,913,654	5,794,859	5,301,340	5,412,380	5,131,450	4,850,250	4,896,590	4,521,887
Investment earnings	67,947,659	49,281,602	(11,888,394)	2,316,954	9,788,825	14,042,511	8,424,121	4,675,363	2,811,197	1,248,350
Miscellaneous	18,994,348	16,170,879	19,211,440	11,827,129	16,208,702	7,723,409	5,430,887	5,225,020	2,420,846	5,821,987
Total revenues	691,369,886	610,325,115	508,061,038	471,710,055	457,126,331	388,628,792	377,520,390	314,617,457	286,649,734	267,460,272
EXPENDITURES										
General government	111,885,472	95,659,780	92,549,234	83,255,796	90,628,083	46,448,317	49,906,736	41,042,745	32,771,043	30,565,849
Public safety	131,185,064	123,123,876	107,391,512	97,606,790	98,014,783	95,144,618	90,317,289	87,083,604	83,385,196	80,998,693
Transportation support	73,297,672	71,266,543	57,964,912	56,686,628	56,406,448	54,415,845	62,272,488	49,588,767	46,317,285	42,642,651
Judicial	40,468,367	37,075,117	32,716,802	28,485,809	28,434,116	29,002,842	26,009,286	24,302,479	23,301,897	22,482,926
Community services	52,156,768	43,026,046	42,422,278	30,553,089	28,074,843	44,502,247	30,036,178	17,909,180	16,474,180	17,081,838
Conservation	739,720	672,611	736,358	962,046	759,147	570,742	365,588	397,307	308,850	407,345
Capital outlay	248,151,248	207,112,570	133,326,756	83,153,675	88,596,988	67,404,676	71,816,984	62,980,025	37,121,889	27,084,792
Debt service										
Principal	107,160,000	95,793,300	89,610,000	59,014,956	49,121,210	74,142,796	50,422,241	47,744,735	51,568,941	41,150,000
Interest	44,438,800	40,748,494	39,525,996	40,895,522	45,547,639	34,940,444	36,735,087	35,945,914	39,704,479	35,162,235
Bond issuance costs	2,994,596	886,518	1,146,599	2,410,395	2,577,613	5,450,147	19,971,098	-	-	-
Payment to bond escrow agent	19,979,042	29,978,788	24,978,837	24,772,451	41,974,821	262,193	782,916	841,179	1,248,338	2,669,173
Total expenditures	832,456,749	745,343,643	622,369,284	507,797,157	530,135,691	452,284,867	438,635,891	367,835,935	332,202,098	300,245,502
EXCESS (DEFICIENCY) OF REVENUES										
OVER (UNDER) EXPENDITURES	(141,086,863)	(135,018,528)	(114,308,246)	(36,087,102)	(73,009,360)	(63,656,075)	(61,115,501)	(53,218,478)	(45,552,364)	(32,785,230)
OTHER FINANCING SOURCES (USES)										
Transfers in	43,525,806	60,288,548	64,825,464	25,136,452	42,896,535	30,316,939	24,490,605	18,783,537	13,473,488	17,530,126
Transfers out	(43,525,806)	(60,288,548)	(64,825,464)	(25,136,452)	(42,896,535)	(29,516,939)	(24,490,605)	(18,783,537)	(13,473,488)	(17,530,126)
Proceeds from sale of capital assets	144,154	98,192	141,357	1,236,480	258,134	570,887	4,592,075	455,502	428,175	353,219
Leases	-	159,860	257,959	-	-	-	2,156,875	1,214,557	-	-
Subscriptions	-	5,426,752	-	-	-	-	-	-	-	-
Payment to bond escrow agent	-	-	-	(196,163,891)	(11,652,168)	(3,696,000)	-	(60,823,844)	(65,104,636)	(189,149,021)
Bond discount	(126,764)	(103,501)	(104,370)	-	(396,458)	(12,594)	(320,576)	-	(36,478)	(227,380)
Bond premium	35,598,534	13,412,059	8,221,947	26,494,279	45,513,846	285,006	4,233,470	7,942,896	11,075,993	24,851,074
Issuance of long-term debt	307,810,000	143,265,000	109,465,000	374,790,400	307,810,000	5,895,000	71,860,000	51,750,000	80,715,000	330,780,000
Total other financing sources (uses)	343,425,924	162,258,362	117,981,893	206,357,268	341,533,354	3,842,299	82,521,844	539,111	27,078,054	166,607,892
NET CHANGE IN FUND BALANCES	$ 202,339,061	$ 27,239,834	$ 3,673,647	$ 170,270,166	$ 268,523,994	$ (59,813,776)	$ 21,406,343	$ (52,679,367)	$ (18,474,310)	$ 133,822,662
PRIOR PERIOD ADJUSTMENT	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 49,566,028
Debt services (principal and interest) as percentage of noncapital expenditures	29.4%	31.3%	31.5%	35.0%	30.9%	28.4%	24.0%	27.5%	31.2%	26.3%

Source: Annual Comprehensive Financial Report

Note:
Financial data includes Avery Ranch, Pearson Place, Northwoods No. 1, Somerset Hills No. 3, Somerset Hills No. 4, and Avery Centre No. 1 Road Districts (blended component units).

Williamson County, Texas

Table 5

Assessed Value and Actual Value of Taxable Property
Last Ten Fiscal Years
(Unaudited)

General and Debt Service

Fiscal Year	Residential Property	Commercial Property	Other Property	Personal Property	Less: Tax-Exempt Property	Total Taxable Assessed Value	Total Direct Tax Rate
2024	$ 97,117,613,589	$ 46,082,347,730	$ 12,332,353,139	$ 6,525,103,923	$ 41,136,339,436	$ 120,921,078,945	0.333116
2023	103,741,524,073	37,757,764,275	12,086,204,119	5,741,154,915	52,330,550,264	106,996,097,118	0.338116
2022	66,267,903,396	29,205,609,343	6,380,819,695	5,242,956,287	22,184,052,658	84,913,236,063	0.400846
2021	53,402,336,541	26,299,386,015	5,682,012,059	4,454,162,388	14,471,455,332	75,366,441,671	0.418719
2020	50,350,231,338	24,678,691,568	5,307,565,816	4,441,369,590	13,902,292,181	70,875,566,131	0.418719
2019	46,320,016,540	23,006,806,811	5,000,082,568	4,042,512,946	13,207,399,793	65,162,019,072	0.419029
2018	41,823,592,942	20,851,362,886	4,875,057,090	3,785,429,994	12,303,245,704	59,032,197,208	0.426529
2017	37,548,206,067	19,013,496,088	4,731,623,356	3,576,829,388	11,622,746,626	53,247,408,273	0.436529
2016	33,460,572,390	17,123,217,809	4,392,702,538	3,418,803,516	10,977,773,906	47,417,522,347	0.441529
2015	29,587,478,395	15,422,168,902	4,336,197,330	3,165,493,480	10,568,711,913	41,942,626,194	0.446529

Road and Bridge

Fiscal Year	Residential Property	Commercial Property	Other Property	Personal Property	Less: Tax-Exempt Property	Total Taxable Assessed Value	Total Direct Tax Rate
2024	$ 97,117,613,589	$ 46,082,348,608	$ 12,332,353,139	$ 6,525,103,923	$ 32,624,192,002	$ 129,433,227,257	0.044329
2023	103,741,617,623	37,757,764,822	12,086,204,119	5,741,154,915	44,429,150,866	114,897,590,613	0.037492
2022	66,267,974,116	29,205,609,890	6,380,819,695	5,242,956,287	18,085,917,045	89,011,442,943	0.040000
2021	53,402,402,705	26,299,386,535	5,682,012,059	4,454,162,388	13,697,518,096	76,140,445,591	0.040000
2020	50,350,291,353	24,678,692,115	5,307,565,816	4,441,369,590	13,356,109,949	71,421,808,925	0.040000
2019	46,320,075,994	23,006,807,358	5,000,082,568	4,042,512,946	12,693,788,027	65,675,690,839	0.040000
2018	41,823,614,820	20,851,386,573	4,875,057,090	3,785,429,994	11,829,184,790	59,506,303,687	0.040000
2017	37,548,223,900	19,013,614,884	4,731,623,356	3,576,829,388	11,182,535,028	53,687,756,500	0.040000
2016	33,460,583,239	17,123,218,356	4,392,702,538	3,418,803,516	10,571,189,710	47,824,117,939	0.040000
2015	29,587,485,425	15,422,206,819	4,336,197,330	3,165,493,480	10,197,587,059	42,313,795,995	0.040000

Source:
Williamson Central Appraisal District

Notes:
Property is required to be reappraised at least once every three years according to Texas Tax Code Section 26.18(b).

Property is assessed at actual value; therefore, the assessed values are equal to actual value.

Tax rates are per $100 of assessed value.

The assessed values represent the Appraisal Review Board's approved totals from the last supplement as the respective fiscal year end.

Williamson County, Texas **Table 6**

Direct and Overlapping Property Tax Rate
(Per $100 Assessed Value)
Last Ten Fiscal Years
(Unaudited)

	Fiscal Year									
	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015
County direct rates										
General	$ 0.199216	$ 0.204216	$ 0.235846	$ 0.251529	$ 0.251529	$ 0.251529	$ 0.259029	$ 0.269029	$ 0.274029	$ 0.279029
Debt Service	0.133900	0.133900	0.165000	0.167190	0.167190	0.167500	0.167500	0.167500	0.167500	0.167500
Road and bridge	0.044329	0.037492	0.040000	0.040000	0.040000	0.040000	0.040000	0.040000	0.040000	0.040000
Total direct rate	0.377445	0.375608	0.440846	0.458719	0.458719	0.459029	0.466529	0.476529	0.481529	0.486529
City and Town rates										
Austin	0.445800	0.462700	0.541000	0.533500	0.443100	0.440300	0.444800	0.441800	0.458900	0.480900
Bartlett	0.750000	0.554900	0.715000	0.425800	0.425800	0.473800	0.516800	0.580100	0.578200	0.579100
Cedar Park	0.370000	0.390000	0.432000	0.446977	0.447000	0.449000	0.457500	0.470000	0.479500	0.485000
Coupland	0.201431	0.163232	0.215934	0.237459	0.250000	0.250000	0.250000	0.250000	0.250000	0.250000
Florence	0.603330	0.622790	0.700000	0.720000	0.705019	0.643509	0.700000	0.704030	0.717906	0.712892
Georgetown	0.374000	0.374000	0.401000	0.418000	0.420000	0.420000	0.420000	0.424000	0.434000	0.434000
Granger	0.840000	0.840000	0.840000	0.745621	0.754136	0.678557	0.765316	0.807429	0.836986	0.869470
Hutto	0.422114	0.421980	0.536448	0.600000	0.631351	0.515171	0.515171	0.520443	0.528500	0.528691
Jarrell	0.414004	0.419500	0.419500	0.419500	0.419500	0.419500	0.419500	0.419580	0.430000	0.431233
Leander	0.417282	0.432325	0.479699	0.536867	0.541867	0.551867	0.577867	0.599000	0.632920	0.652920
Liberty Hill	0.454559	0.454559	0.454559	0.454559	0.490187	0.500000	0.500000	0.500000	0.527842	0.536426
Pflugerville	0.536200	0.481300	0.486300	0.486300	0.497600	0.497600	0.539900	0.539900	0.540500	0.533600
Round Rock	0.342000	0.342000	0.397000	0.439000	0.439000	0.420000	0.430000	0.425000	0.414650	0.414650
Taylor	0.628774	0.648953	0.765115	0.809215	0.809215	0.788000	0.798000	0.803893	0.813893	0.813893
Thorndale	0.535500	0.646195	0.718100	0.728100	0.750000	0.750000	0.820000	0.780000	0.810000	0.810000
Thrall	0.403332	0.422267	0.507143	0.596285	0.597740	0.643336	0.652805	0.470773	0.474446	0.490000
Weir	0.150717	0.177029	0.214857	0.227259	0.223293	0.223293	0.212370	0.222637	0.242648	0.246484
School District rates										
Bartlett	1.169200	1.354600	1.150000	1.094400	1.083800	1.154680	1.154680	1.154680	1.154680	1.154680
Burnet Consolidated	0.874200	1.059600	1.077000	1.146300	1.185000	1.260000	1.280000	1.320000	1.330000	1.262500
Coupland	1.169200	0.949708	1.005851	1.153957	0.970000	1.040050	1.040050	1.040050	1.040050	1.040050
Florence	1.106500	1.291900	1.123800	1.233900	1.300300	1.360000	1.370000	1.370000	1.350000	1.330000
Georgetown	1.046700	1.213600	1.231000	1.307100	1.339000	1.409000	1.409000	1.409000	1.398000	1.398000
Granger	1.154700	1.250800	0.918200	1.012600	1.026200	1.105000	1.105000	1.105000	1.105000	1.105000
Hutto	1.207500	1.392900	1.420300	1.466500	1.498350	1.600000	1.620000	1.665500	1.670000	1.670000
Jarrell	1.169200	1.354600	1.372000	1.426600	1.470000	1.492500	1.420000	1.367500	1.367500	1.390000
Leander	1.108700	1.274600	1.337000	1.418400	1.437500	1.510000	1.511870	1.511870	1.511570	1.511870
Lexington	0.887500	1.072900	1.090300	1.146800	1.198350	1.300000	1.212240	1.217400	1.220000	1.119000
Liberty Hill	1.169200	1.344600	1.362000	1.364700	1.470000	1.540000	1.540000	1.540000	1.540000	1.540000
Pflugerville	1.109200	1.264600	1.388000	1.422300	1.450000	1.520000	1.540000	1.540000	1.540000	1.540000
Round Rock	0.919000	1.062600	1.133600	1.221200	1.234800	1.304800	1.304800	1.332500	1.332500	1.337500
Taylor	1.100000	1.285400	1.332800	1.403300	1.468300	1.570000	1.570000	1.570000	1.450000	1.450000
Thorndale	0.757500	0.942900	0.970000	1.008000	1.068350	1.170000	1.170000	1.170000	1.310000	1.310000
Thrall	1.207700	1.289700	1.289700	1.289700	1.287350	1.389000	1.389000	1.389000	1.284000	1.199000

Williamson County, Texas **Table 6**

Direct and Overlapping Property Tax Rate
(Per $100 Assessed Value) – Continued
Last Ten Fiscal Years
(Unaudited)

	Fiscal Year									
	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015
Municipal Utility Districts rates										
Berry Creek Highland	0.550000	0.550000	0.550000	0.550000	N/A	N/A	N/A	N/A	N/A	N/A
Block House	0.590500	0.659500	0.700000	0.760000	0.808500	0.781000	0.801000	0.801000	0.827000	0.842300
Brushy Creek (BC)	0.419543	0.419543	0.432059	0.460000	0.460000	0.460000	0.460000	0.465000	0.470000	0.480000
BC-Defined Areas	0.115000	0.127500	0.140000	0.160000	0.165000	0.175000	0.190000	0.225000	0.270000	0.350000
Cool Water	0.950000	0.950000	0.950000	0.950000	N/A	N/A	N/A	N/A	N/A	N/A
CLL #1	0.822000	0.930000	0.930000	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Fern Bluff	0.200000	0.210000	0.250000	0.279000	0.400000	0.420000	0.434500	0.444500	0.464500	0.509500
Highlands at Mayfield Ranch	0.518100	0.539400	0.632100	0.850000	0.900000	0.950000	0.950000	0.950000	0.950000	0.950000
Lakeside WCID 2A/MUD #2A	0.967500	0.970000	0.970000	0.970000	0.970000	0.970000	0.970000	0.970000	0.970000	0.970000
Lakeside #3	0.690000	0.712500	0.794000	0.840000	0.840000	0.840000	0.840000	0.840000	0.847000	0.877500
Leander #1	1.000000	1.000000	1.000000	1.000000	1.000000	1.000000	1.000000	1.000000	1.000000	N/A
Leander #2	1.000000	1.000000	1.000000	1.000000	1.000000	1.000000	1.000000	1.000000	1.000000	N/A
Leander #3	1.000000	1.000000	1.000000	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Leander TODD #1	0.350000	0.350000	0.350000	0.350000	0.350000	0.350000	0.350000	0.350000	0.350000	N/A
Meadows of Chandler Creek	0.297200	0.309200	0.337600	0.360000	0.360000	0.370000	0.401400	0.425000	0.435000	0.440000
North Austin #1	0.224600	0.235500	0.262500	0.281700	0.283000	0.283000	0.288000	0.289000	0.317000	0.339900
North San Gabriel #1	0.950000	0.950000	0.950000	0.950000	N/A	N/A	N/A	N/A	N/A	N/A
North San Gabriel #2	0.400000	0.400000	0.400000	0.400000	0.400000	0.400000	N/A	N/A	N/A	N/A
NW Williamson #2	0.950000	0.950000	0.950000	0.950000	N/A	N/A	N/A	N/A	N/A	N/A
Palmera Ridge	0.400000	0.400000	0.400000	0.400000	0.400000	0.400000	0.400000	0.400000	0.400000	N/A
Paloma Lakes #1	0.420000	0.440000	0.520000	0.610000	0.615000	0.650000	0.900000	0.943500	0.950000	0.950000
Paloma Lakes #2	0.507500	0.541500	0.639000	0.750000	0.830000	0.850000	0.950000	0.950000	0.950000	0.950000
Parkside at Mayfield Ranch	0.407500	0.438000	0.497000	0.575000	0.575000	0.617700	0.700000	0.950000	0.950000	0.950000
Parkside on the River #1	0.920000	0.920000	0.920000	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ranch at Cypress Creek #1	0.295500	0.321500	0.351300	0.351300	0.353500	0.342500	0.352500	0.356500	0.365000	0.433000
Rancho Del Cielo	0.950000	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Round Rock #1	0.680000	0.680000	0.680000	0.680000	N/A	N/A	N/A	N/A	N/A	N/A
Round Rock #2	0.511000	0.511000	0.511000	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Siena MUD #1	0.583900	0.608500	0.680000	0.750000	0.850000	0.850000	0.950000	0.950000	0.950000	0.950000
Siena MUD #2	0.630000	0.646000	0.750000	0.850000	0.950000	0.950000	0.950000	0.950000	0.950000	0.950000
Sonterra	0.703500	0.715000	0.947500	0.947500	0.947500	0.947500	0.950000	0.950000	0.950000	0.950000
SE Williamson County #1	0.459500	0.459500	0.514500	0.540000	0.540000	0.540000	0.540000	0.540000	N/A	N/A
Stonewall Ranch	0.763000	0.784400	0.866500	0.900000	0.900000	0.900000	0.901500	0.901500	0.901500	0.918200
Vista Oaks	0.235000	0.256100	0.290700	0.320000	0.330000	0.330000	0.520000	0.545000	0.610000	0.665900
Walsh Ranch	0.415900	0.438100	0.496000	0.588800	0.600000	0.620000	0.650000	0.720000	0.720000	0.750000
Watch Hill	0.557200	0.630500	0.630500	0.650000	0.650000	0.650000	0.650000	0.650000	0.650000	0.650000
Wells Branch	0.257000	0.282900	0.335000	0.370000	0.373000	0.373000	0.379500	0.387300	0.390000	0.430000

Williamson County, Texas **Table 6**

Direct and Overlapping Property Tax Rate
(Per $100 Assessed Value) – Continued
Last Ten Fiscal Years
(Unaudited)

	Fiscal Year									
	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015
West Williamson County #1	0.720500	0.763500	0.874000	0.900000	0.900000	0.900000	0.900000	0.900000	0.900000	0.900000
West Williamson County #2	0.682000	0.823000	0.869000	0.950000	0.950000	0.950000	0.950000	0.950000	N/A	N/A
Williamson County #10	0.411500	0.455500	0.500000	0.550000	0.550000	0.550000	0.600000	0.620000	0.670000	0.780000
Williamson County #11	0.396000	0.442500	0.517500	0.570000	0.585000	0.600000	0.620000	0.650000	0.750000	0.860000
Williamson County #12	0.735500	0.772500	0.850000	0.850000	0.850000	0.850000	0.850000	0.850000	0.850000	0.850000
Williamson County #13	0.547100	0.571800	0.719700	0.820000	0.850000	0.850000	0.850000	0.850000	0.850000	0.850000
Williamson County #15	0.520000	0.590000	0.675000	0.745000	0.805000	0.870000	0.900000	0.900000	0.900000	0.900000
Williamson County #19	0.642500	0.642500	0.818800	0.850000	0.850000	0.850000	0.850000	0.850000	0.850000	0.850000
Williamson County #19A	0.694600	0.722900	0.828700	0.850000	0.850000	0.850000	0.850000	0.850000	0.850000	0.850000
Williamson County #19B	0.850000	0.850000	0.850000	0.850000	N/A	N/A	N/A	N/A	N/A	N/A
Williamson County #19C	0.850000	0.850000	0.850000	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Williamson County #19E	0.850000	0.850000	0.850000	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Williamson County #19F	0.850000	0.850000	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Williamson County #19G	0.850000	0.850000	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Williamson County #19H	0.850000	0.850000	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Williamson County #22	0.865000	0.867500	0.932000	0.950000	0.950000	0.950000	0.950000	0.950000	0.950000	0.950000
Williamson County #23	0.930000	0.950000	0.950000	0.950000	0.950000	0.950000	0.950000	0.950000	0.950000	N/A
Williamson County #25	0.920000	0.920000	0.920000	0.920000	0.920000	0.920000	0.920000	0.920000	0.920000	0.920000
Williamson County #26	0.900000	0.900000	0.900000	0.900000	0.900000	0.900000	0.900000	0.900000	0.900000	0.900000
Williamson County #28	0.625000	0.650000	0.650000	0.650000	0.650000	0.650000	0.650000	0.650000	N/A	N/A
Williamson County #29	0.650000	0.650000	0.650000	0.650000	0.650000	N/A	N/A	N/A	N/A	N/A
Williamson County #30	0.735500	0.735500	0.917000	0.950000	0.950000	0.950000	0.950000	0.950000	N/A	N/A
Williamson County #31	0.850000	0.850000	0.850000	0.850000	0.850000	0.850000	N/A	N/A	N/A	N/A
Williamson County #32	0.850000	0.850000	0.850000	0.850000	0.850000	0.850000	0.850000	0.850000	N/A	N/A
Williamson County #34	0.632500	0.646500	0.658000	0.666000	0.666000	0.666000	0.666000	N/A	N/A	N/A
Williamson-Liberty Hill	0.950000	0.950000	0.950000	0.950000	0.950000	0.950000	0.950000	0.950000	0.950000	0.950000
Williamson-Travis #1	0.288100	0.301800	0.329100	0.347900	0.385000	0.407900	0.431600	0.466200	0.510000	0.540000

Williamson County, Texas

Table 6

Direct and Overlapping Property Tax Rate
(Per $100 Assessed Value) – Continued
Last Ten Fiscal Years
(Unaudited)

	Fiscal Year									
	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015
Emergency Service Districts rates										
ESD #1-Jollyville VFD	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000	0.085393	0.091765	0.100000	0.100000
ESD #2-Sam Bass VFD	0.094296	0.095689	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000
ESD #3-Hutto	0.100000	0.100000	0.100000	0.100000	0.100000	0.096374	0.100000	0.100000	0.100000	0.100000
ESD #4-Liberty Hill	0.067969	0.067054	0.083155	0.093295	0.098250	0.098250	0.098250	0.096124	0.100000	0.100000
ESD #5-Jarrell	0.100000	0.093672	0.087244	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000
ESD #6-Weir	0.061900	0.077853	0.077853	0.100000	0.100000	0.094663	0.099606	0.100000	0.100000	0.100000
ESD #7-Florence	0.080166	0.086729	0.100000	0.100000	0.092915	0.094257	0.094790	0.096400	0.100000	0.100000
ESD #8-Georgetown	0.094073	0.093793	0.100000	0.100000	0.100000	0.100000	0.093771	0.094000	0.950000	0.095000
ESD #9-Round Rock	0.094366	0.094855	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000
ESD #10-Coupland	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000
ESD #11-Cedar Park	0.090900	0.090900	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000
ESD #12-Cedar Park	0.090698	0.088870	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000
Other Taxing District rates										
Anderson Mill Limited District	0.122544	0.130000	0.110083	0.117455	0.117707	0.117008	0.117083	0.123360	0.126000	0.130000
Austin Community College	0.098600	0.098700	0.104800	0.105800	0.104900	0.104800	0.100800	0.102000	0.100500	0.094200
Avery Ranch Road District	0.032000	0.041400	0.066500	0.074096	0.076600	0.081000	0.085000	0.088010	0.097500	0.103705
EWC Higher Education Center	0.038320	0.038320	0.044560	0.048440	0.046040	0.045340	0.045652	0.045652	0.045905	0.049784
Georgetown Village PID	0.120000	0.120000	0.140000	0.140000	0.140000	0.140000	0.140000	0.140000	0.200000	0.200000
Donahoe Creek Watershed	0.022700	0.018400	0.020000	0.020000	0.020000	0.020000	0.020000	0.020000	0.020000	0.020000
Lower Brushy Creek WCID	0.016265	0.017374	0.019139	0.020000	0.020000	N/A	N/A	N/A	N/A	N/A
Northwoods Road District	0.197500	0.207500	0.245300	0.272500	0.282500	0.284600	0.290000	N/A	N/A	N/A
Pearson Place Road District	0.061000	0.070240	0.090000	0.100000	0.110000	0.120000	0.157799	0.275000	N/A	N/A
Somerset Hills Rd District	0.290000	0.290000	0.290000	0.290000	N/A	N/A	N/A	N/A	N/A	N/A
Upper Brushy Creek WCID 1A	0.017000	0.017500	0.017500	0.020000	0.020000	0.020000	0.020000	0.019823	0.020000	0.020000
Williamson County WSID #3	0.621000	0.642000	0.699000	0.746500	0.746500	0.723000	0.723000	0.723000	0.730600	0.808200

Source:
Williamson County Tax Assessor/Collector

Notes:
N/A - Not applicable

Texas Tax Code Section 26.07(a)

If the governing body of a taxing unit other than a school district adopts a tax rate that exceeds the rollback tax rate calculated, the qualified voters of the taxing unit by petition may require that an election be held to determine whether or not to reduce the tax rate adopted for the current year to the rollback tax rate calculated.

Williamson County, Texas **Table 7**

Principal Property Taxpayers
Current Year and Nine Years Ago
(Unaudited)

Taxpayer	2024 Taxable Assessed Value [a]	2024 Rank	2024 Percentage of Total County Taxable Assessed Value	2015 Taxable Assessed Value [a]	2015 Rank	2015 Percentage of Total County Taxable Assessed Value
City of Round Rock	$ 547,781,857	1	0.45 %	$ -		- %
Dell Computer Holdings LP	468,507,383	2	0.39	297,994,581	1	0.71
Samsung Austin Semiconductor LLC	424,400,328	3	0.35	-		-
Oncor Electric Delivery Company [b]	381,171,871	4	0.32	156,686,900	3	0.37
Apple Inc.	345,000,000	5	0.29	-		-
BRI 1869 Parmer LLC [c]	291,287,622	6	0.24	-		-
Citicorp North America	271,235,851	7	0.22	-		-
Atmos Energy/Mid-Tex Distribution	235,259,692	8	0.19	-		-
Texas Essential Housing Public Facility Corporation	230,733,813	9	0.19	-		-
Property Reserve Inc.	169,507,324	10	0.14	-		-
Parmer Lane Austin LP	-		-	159,000,000	2	0.38
CPG Round Rock LP & SPG Round Rock NS LP	-		-	138,431,301	4	0.33
Lakeline Developers	-		-	100,547,179	5	0.24
1890 Ranch Ltd. [d]	-		-	92,900,096	6	0.22
Dell Computer Corp	-		-	91,256,835	7	0.22
HEB Grocery Company	-		-	84,056,275	8	0.20
Baltgem Development Corp. Et, Al.	-		-	77,884,064	9	0.19
Cedar Park Health System LP	-		-	76,854,617	10	0.18
Total	$ 3,364,885,741		2.78 %	$ 1,275,611,848		3.04 %
Total taxable assessed value	$ 120,921,078,945		100.00 %	$ 41,942,626,194		100.00 %

Source:
Williamson County Tax Assessor/Collector
Williamson Central Appraisal District

Note:
[a] The assessed values represent the Appraisal Review Board's approved totals from the last supplement as of the respective fiscal year end.
[b] Formerly known as TXU Electric Delivery Company
[c] Formerly known as Parmer Lane Austin LP
[d] Formerly known as Inland Western Cedar Park 1890 Ranch LP

Williamson County, Texas

Table 8

Property Tax Levies and Collections
Last Ten Fiscal Years
(Unaudited)

General and Debt Service

Fiscal Year	Tax Levy for Fiscal Year (Original)	Adjustments	Adjusted Tax Levy	Collected within the Fiscal Year of the Levy		Subsequent Collections[a]	Total Collections to Date	
				Amount	Percentage of Original Levy		Amount	Percentage of Adjusted Levy
2024	$ 400,651,596	$ -	$ 400,651,596	$ 398,513,829	99.47 %	$ -	$ 398,513,829	99.47 %
2023	360,989,161	(1,624,453)	359,364,708	359,818,195	99.68	(757,649)	359,060,547	99.92
2022	337,127,235	(1,235,568)	335,891,667	336,341,550	99.77	(696,249)	335,645,302	99.93
2021	307,662,737	(1,000,096)	306,662,641	306,618,717	99.66	(195,659)	306,423,059	99.92
2020	287,731,016	(508,396)	287,222,620	286,685,003	99.64	342,617	287,027,620	99.93
2019	265,165,868	(767,868)	264,398,000	264,291,945	99.67	(61,929)	264,230,017	99.94
2018	244,736,683	(394,515)	244,342,168	243,894,515	99.66	313,294	244,207,809	99.95
2017	226,354,963	(379,356)	225,975,607	225,670,341	99.70	191,653	225,861,994	99.95
2016	204,948,985	(260,248)	204,688,737	204,238,533	99.65	352,513	204,591,046	99.95
2015	184,437,586	(177,594)	184,259,992	183,586,256	99.54	588,945	184,175,202	99.95

Road and Bridge

Fiscal Year	Tax Levy for Fiscal Year (Original)	Adjustments	Adjusted Tax Levy	Collected within the Fiscal Year of the Levy		Subsequent Collections[a]	Total Collections to Date	
				Amount	Percentage of Original Levy		Amount	Percentage of Adjusted Levy
2024	$ 54,214,270	$ -	$ 54,214,270	$ 53,928,927	99.47 %	$ -	$ 53,928,927	99.47 %
2023	41,452,358	(142,145)	41,310,213	41,315,674	99.67	(62,163)	41,253,511	99.86
2022	34,063,565	(107,604)	33,955,961	33,982,512	99.76	(52,715)	33,929,797	99.92
2021	29,285,975	(92,444)	29,193,531	29,186,355	99.66	(15,630)	29,170,724	99.92
2020	27,329,229	(46,557)	27,282,673	27,229,942	99.64	34,401	27,264,343	99.93
2019	25,123,998	(71,606)	25,052,392	25,041,825	99.67	(5,041)	25,036,784	99.94
2018	22,771,977	(34,741)	22,737,236	22,694,141	99.66	30,846	22,724,988	99.95
2017	20,580,268	(32,380)	20,547,888	20,518,625	99.70	19,213	20,537,838	99.95
2016	18,399,217	(22,447)	18,376,770	18,336,167	99.66	32,155	18,368,321	99.95
2015	16,345,948	(14,782)	16,331,166	16,270,897	99.54	53,060	16,323,957	99.96

Source:

Williamson County Tax Assessor/Collector

Notes:

Tax levies consider supplemental value changes during the initial fiscal year. Data for fiscal year does not include Agriculture Rollbacks.

[a] Data represents subsequent collections of the respective fiscal year's tax in later fiscal years.

Williamson County, Texas

Table 9

Ratios of Outstanding Debt by Type
Last Ten Fiscal Years
(Unaudited)

Fiscal Year	Governmental Activities								Total Primary Government	Percentage of Personal Income [a]	Per Capita [a]
	General Obligation Bonds	Accumulated Accretion of Interest [b]	Certificate of Obligations	Tax Anticipation Notes [c]	Revenue Bonds	Leases Payable	Subscriptions Payable	Capital Leases			
2024	$ 939,964,549	$ -	$ 91,814,621	$ 429,224,348	$ -	$ 253,095	$ 3,279,671	$ -	$ 1,464,536,284	N/A	$ 2,101
2023	833,446,966	-	124,751,452	297,214,436	-	389,271	4,614,762	-	1,260,416,886	N/A	1,808
2022	903,654,748	-	160,687,647	172,489,852	-	468,148	-	-	1,237,300,394	3.68%	1,843
2021	858,945,572	-	189,078,297	197,437,327	-	-	-	-	1,245,461,196	4.36%	1,937
2020	892,804,111	2,737,448	243,549,592	-	-	-	-	-	1,139,091,151	5.39%	1,870
2019	633,918,237	9,696,301	256,007,940	-	-	-	-	1,031,223	900,653,701	3.95%	1,525
2018	696,313,397	9,271,725	278,100,016	-	-	-	-	2,094,018	985,779,156	4.80%	1,739
2017	655,098,787	8,864,377	318,035,991	-	-	-	-	694,385	982,693,540	5.03%	1,795
2016	679,486,575	8,475,650	343,654,004	-	-	-	-	-	1,031,616,230	5.62%	1,951
2015	683,872,137	8,104,014	364,785,409	-	-	-	-	-	1,056,761,560	6.27%	2,078

Notes:

Details regarding the County's outstanding debt can be found in the notes to the financial statements.

This schedule includes Avery Ranch Road District, Pearson Place Road District, Northwoods No. 1 Road District, Somerset Hills No. 3 Road District, Somerset Hills No. 4 Road District and Avery Center No. 1 Road District (blended component units).

N/A - Not available

[a] See Table 13 for personal income and population data.

[b] Accumulated accretion of interest on capital appreciation bonds. The face amount of the capital appreciation bonds are included with the general obligation bonds.

[c] General governmental resources will be used to repay debt.

Williamson County, Texas **Table 10**

Ratios of General Bonded Debt Outstanding
Last Ten Fiscal Years
(Unaudited)

Fiscal Year	General Bonded Debt Outstanding: General Obligation Bonds	Accumulated Accretion of Interest [c]	Certificate of Obligations	Tax Anticipation Notes [d]	Total	Amounts Available for Debt Service	Total	Actual Percentage Taxable Property Value [a]	Per Capita [b]
2024	$ 939,964,549	$ -	$ 91,814,621	$ 429,224,348	$ 1,461,003,518	$ 10,075,526	$ 1,450,927,992	1.20 %	$ 2,081
2023	833,446,966	-	124,751,452	297,214,436	1,255,412,853	7,848,648	1,247,564,205	1.17	1,789
2022	903,654,748	-	160,687,647	172,489,852	1,236,832,246	6,776,072	1,230,056,174	1.45	1,832
2021	858,945,572	-	189,078,297	197,437,327	1,245,461,196	5,474,488	1,239,986,708	1.65	1,928
2020	892,804,111	2,737,448	243,549,592	-	1,139,091,151	9,215,935	1,129,875,216	1.59	1,855
2019	633,918,237	9,696,301	256,007,940	-	899,622,478	3,641,844	895,980,634	1.38	1,517
2018	696,313,397	9,271,725	278,100,016	-	983,685,139	4,909,310	978,775,829	1.66	1,727
2017	655,098,787	8,864,377	318,035,991	-	981,999,155	14,022,061	967,977,094	1.82	1,768
2016	679,486,575	8,475,650	343,654,004	-	1,031,616,230	8,269,822	1,023,346,408	2.16	1,936
2015	683,872,137	8,104,014	364,785,409	-	1,056,761,560	1,825,778	1,054,935,782	2.52	2,075

Notes:

Details regarding the County's outstanding debt can be found in the notes to the financial statements.

This schedule includes Avery Ranch, Pearson Place, Northwoods, Somerset Hills No. 3, Somerset Hills No. 4, and Avery Centre No. 1 Road Districts (blended component units).

N/A - Not available

[a] Used General & Debt Service's taxable assessed property value in calculation. See Table 5 for property value data.

[b] See table 13 for population data.

[c] Accumulated accretion of interest on capital appreciation bonds. The face amount of the capital appreciation bonds are included with the general obligation bonds.

[d] General governmental resources will be used to repay debt.

Williamson County, Texas

Table 11

Direct and Overlapping Governmental Activities Debt
September 30, 2024
(Unaudited)

Governmental Unit	Debt Outstanding [1]	Estimated Percentage Applicable [1, a]	Estimated Share of Overlapping Debt
City and Town			
Austin	$ 1,545,395,000	5.26 %	$ 81,287,777
Bartlett	2,425,000	65.71	1,593,467
Cedar Park	216,605,000	89.50	193,861,475
Florence	2,659,000	100.00	2,659,000
Georgetown	442,330,000	100.00	442,330,000
Granger	217,000	100.00	217,000
Hutto	564,410,000	100.00	564,410,000
Jarrell	38,020,000	100.00	38,020,000
Leander	188,585,000	78.96	148,906,716
Liberty Hill	7,160,000	100.00	7,160,000
Pflugerville	726,825,000	0.51	3,706,807
Round Rock	325,710,000	96.90	315,612,990
Taylor	150,500,000	100.00	150,500,000
Thrall	1,335,000	100.00	1,335,000
City and Town Subtotal	4,212,176,000		1,951,600,232
School Districts			
Bartlett	24,685,000	52.02	12,841,137
Burnet Consolidated	50,620,000	0.89	450,518
Coupland	25,875,000	96.67	25,013,362
Florence	54,300,000	87.03	47,257,290
Georgetown	899,940,000	100.00	899,940,000
Granger	37,635,000	100.00	37,635,000
Hutto	686,700,000	100.00	686,700,000
Jarrell	282,454,809	100.00	282,454,809
Leander	1,308,693,337	64.57	845,023,287
Lexington	8,096,000	0.65	52,624
Liberty Hill	831,364,870	100.00	831,364,870
Pflugerville	730,030,000	0.13	949,039
Round Rock	660,675,000	75.08	496,034,790
Taylor	127,799,916	100.00	127,799,916
Thorndale	27,715,000	9.70	2,688,355
Thrall	51,975,000	100.00	51,975,000
School Districts Subtotal	5,808,558,932		4,348,179,997
Municipal Utility Districts			
Berry Creek Highlands	5,700,000	100.00	5,700,000
Block House	4,095,000	100.00	4,095,000
Brushy Creek (BC)	12,530,000	100.00	12,530,000
Brushy Creek (BC) - Sendero Springs & Cornerstone	7,845,000	100.00	7,845,000
CLL	9,820,000	100.00	9,820,000
Cool Water	26,500,000	100.00	26,500,000
Highlands at Mayfield Ranch	30,785,000	100.00	30,785,000
Lakeside #3	18,490,000	11.86	2,192,914
Lakeside WCID #2-A	38,195,000	4.69	1,791,345
Leander #1	18,590,000	100.00	18,590,000
Leander #2	13,090,000	100.00	13,090,000
Leander TODD #1	22,595,000	100.00	22,595,000
North Austin #1	3,900,000	89.85	3,504,150
North San Gabriel #2	5,825,000	100.00	5,825,000
Northwest Williamson Co MUD # 2	13,170,000	100.00	13,170,000
Palmera Ridge	21,620,000	100.00	21,620,000
Paloma Lake #1	17,190,000	100.00	17,190,000
Paloma Lake #2	15,005,000	100.00	15,005,000
Parkside at Mayfield Ranch	19,815,000	100.00	19,815,000
Parkside On The River #1	12,940,000	100.00	12,940,000
Rancho del Cielo	5,230,000	100.00	5,230,000
Round Rock #1	22,675,000	100.00	22,675,000
Round Rock #2	16,395,000	100.00	16,395,000
Siena #1	49,215,000	100.00	49,215,000
Siena #2	29,020,000	100.00	29,020,000

Sonterra	$ 64,493,312	100.00 %	$	64,493,312
Southeast Williamson County	49,810,000	100.00		49,810,000
Stonewall Ranch	22,545,000	100.00		22,545,000
Upper Brushy Creek WCID	49,920,000	100.00		49,920,000
Walsh Ranch	4,115,000	100.00		4,115,000
Watch Hill	2,830,000	100.00		2,830,000
West Williamson Co #1	33,080,000	100.00		33,080,000
West Williamson Co #2	24,465,000	100.00		24,465,000
Williamson County #10	9,965,000	100.00		9,965,000
Williamson County #11	17,665,000	100.00		17,665,000
Williamson County #12	67,525,000	100.00		67,525,000
Williamson County #13	23,825,000	100.00		23,825,000
Williamson County #15	29,000,000	100.00		29,000,000
Williamson County #19	52,985,000	100.00		52,985,000
Williamson County #19A	45,415,000	100.00		45,415,000
Williamson County #19B	15,420,000	100.00		15,420,000
Williamson County #19C	10,710,000	100.00		10,710,000
Williamson County #19E	20,735,000	100.00		20,735,000
Williamson County #19F	2,405,000	100.00		2,405,000
Williamson County #22	30,725,000	100.00		30,725,000
Williamson Co MUD #23	91,680,000	100.00		91,680,000
Williamson Co MUD #25	41,625,000	100.00		41,625,000
Williamson Co MUD #26	7,080,000	100.00		7,080,000
Williamson Co MUD #28	55,320,000	100.00		55,320,000
Williamson Co MUD #29	36,075,000	100.00		36,075,000
Williamson Co MUD #30	12,025,000	100.00		12,025,000
Williamson Co MUD #31	39,710,000	100.00		39,710,000
Williamson Co MUD #32	44,815,000	100.00		44,815,000
Williamson Co MUD #34	15,530,000	100.00		15,530,000
Williamson-Liberty Hill MUD	33,000,000	100.00		33,000,000
Municipal Utility Districts Subtotal	1,394,728,312			1,341,631,721
Other				
Austin Community College	540,180,000	19.82		107,063,676
Williamson County Water, Sewer, Irrigation, Drainage District #3	28,040,000	86.32		24,204,128
Other Subtotal	568,220,000			131,267,804
Total Overlapping Debt	11,983,683,244			7,772,679,754
County Debt [2]				
Williamson County	1,413,663,518	100.00		1,413,663,518
Avery Ranch Road District (blended component unit)	710,000	100.00		710,000
Pearson Place Road District (blended component unit)	4,230,000	100.00		4,230,000
Northwoods Road District (blended component unit)	8,695,000	100.00		8,695,000
Somerset Hills Road District No. 4 (blended component unit)	21,300,000	100.00		21,300,000
Somerset Hills Road District No. 3 (blended component unit)	6,430,000	100.00		6,430,000
Avery Centre Road District No. 1 (blended component unit)	5,975,000	100.00		5,975,000
Total County Wide Direct Debt	1,461,003,518			1,461,003,518
Total direct and overlapping debt	$ 13,444,686,762		$	9,233,683,272

Source:
[1] Municipal Advisory Council of Texas
[2] Williamson County Auditor's Office

Note:

[a] The percentage of overlapping debt applicable is estimated using taxable assessed property values. Applicable percentages were estimated by determining the portion of another governmental unit's taxable assessed value that is within the County's boundaries and dividing it by each unit's total taxable assessed value.

Williamson County, Texas

Table 12

Legal Debt Margin Information
Last Ten Fiscal Years
(Unaudited)

	Fiscal Year									
	2024	**2023**	**2022**	**2021**	**2020**	**2019**	**2018**	**2017**	**2016**	**2015**
Total taxable value	$ 120,921,078,945	$ 106,996,097,118	$ 84,913,236,063	$ 75,366,441,671	$ 70,875,566,131	$ 65,162,019,072	$ 59,032,197,208	$ 53,247,408,273	$ 47,417,522,347	$ 41,942,626,194
Assessed value of real property	114,395,975,022	101,254,942,203	79,670,279,776	70,912,279,283	66,434,196,541	61,119,506,126	55,246,767,214	49,670,578,885	43,998,718,831	38,777,132,714
Debt limit rate	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%
Debt limit	28,598,993,756	25,313,735,551	19,917,569,944	17,728,069,821	16,608,549,135	15,279,876,532	13,811,691,804	12,417,644,721	10,999,679,708	9,694,283,179
Debt applicable to limit:										
General bonded debt	1,461,003,518	1,255,412,853	1,236,832,246	1,245,461,196	1,139,091,151	899,622,478	983,685,139	981,999,155	1,031,616,230	1,056,761,560
Less: amount set aside for repayment of general bonded debt	10,075,526	7,848,648	6,776,072	5,474,488	9,215,935	3,641,844	4,909,310	14,022,061	8,269,822	1,825,778
Total net debt applicable to limit	1,450,927,992	1,247,564,205	1,230,056,174	1,239,986,708	1,129,875,216	895,980,634	978,775,829	967,977,094	1,023,346,408	1,054,935,782
Legal debt margin	$ 27,148,065,764	$ 24,066,171,346	$ 18,687,513,770	$ 16,488,083,113	$ 15,478,673,919	$ 14,383,895,898	$ 12,832,915,975	$ 11,449,667,627	$ 9,976,333,300	$ 8,639,347,397
Total net debt applicable to the limit as a percentage of debt limit	5.07%	4.93%	6.18%	6.99%	6.80%	5.86%	7.09%	7.80%	9.30%	10.88%

Notes:

This schedule includes Avery Ranch, Pearson Place, Northwoods, Somerset Hills No. 3 and Somerset Hills No. 4 Road Districts (blended component units).

Texas Constitution Art. 3 Section 52(B)

Under Legislative provision, any county, any political subdivision of a county, any number of adjoining counties, or any political subdivision of the state, or any defined district now or hereafter to be described and defined within the State of Texas, and which may or may not include towns, villages, or municipal corporations, upon a vote of two-thirds majority of the resident property taxpayers voting thereon who are qualified electors of such district or territory to be affected thereby, in addition to all other debts, any issue bonds or otherwise lend its credit in any amount not to exceed one-fourth of the assessed valuation of the real property of such district or territory, except that the total bonded indebtedness of any city or town shall never exceed the limits imposed by other provisions of this Constitution, and levy and collect taxes to pay the interest thereon and provide a sinking fund for the redemption thereof.

Williamson County, Texas **Table 13**

Demographic and Economic Statistics
Last Ten Fiscal Years
(Unaudited)

	County					State of Texas	United States
Year	Estimated Population [a]	Personal Income (thousands of dollars) [a]	Per Capita Personal Income [a]	School Enrollment [b]	Unemployment Rate [c, d, e]	Per Capita Personal Income [a]	Per Capita Personal Income [a]
2024	697,191	N/A	N/A	139,321	3.6 %	N/A	N/A
2023	697,191	$ 37,121,500	$ 51,260	111,969	3.7	$ 39,446	$ 43,289
2022	671,418	33,608,383	47,574	109,744	2.8	37,514	41,261
2021	643,026	28,551,411	42,959	107,096	3.6	34,255	37,638
2020	609,017	21,146,131	37,242	102,134	5.9	31,277	34,103
2019	590,551	22,801,969	37,242	95,760	2.8	31,277	34,103
2018	566,719	20,556,992	35,825	106,683	3.0	30,143	32,621
2017	547,545	19,544,956	34,575	94,025	3.0	28,985	31,177
2016	528,718	18,371,452	32,705	89,765	3.6	27,828	29,829
2015	508,514	16,855,771	33,147	89,365	3.4	28,210	29,979

Notes:

N/A - Not available

*Personal Income last update in 2023

Sources:

[a] 2015 to 2023 - U.S. Census Bureau QuickFacts update through 2023

[b] School enrollment provided by the National Center for Education Statistics

[c] September rate for 2015 to 2022 - Texas Workforce Commission

[d] September rate for 2015 to 2022 - Tracer Texas Labor Market Information website

[e] September rate 2022-2023 - U.S. Bureau of Labor Statistics

Williamson County, Texas **Table 14**

Principal Employers
Current Year and Nine Years Ago
(Unaudited)

	2024			2015		
Employer [a]	**Employees** [b]		**Percentage of Total County Employment**	**Employees** [b]		**Percentage of Total County Employment**
Dell Computer	12,000	1	5.24 %	13,000	1	5.23
Apple, Inc	7,000	2	3.05	N/A		N/A
H-E-B, LP	7,000	3	3.05	945	7	0.38
Round Rock ISD	6,341	4	2.77	5,800	2	2.33
Leander ISD	5,589	5	2.44	4,137	3	1.66
Georgetown ISD	2,000	6	0.87	1,550	5	0.62
Williamson County	1,950	7	0.85	1,582	4	N/A
St. David's Round Rock Medical Center	1,300	8	0.57	N/A		N/A
Kalahari Resorts & Conventions	1,200	9	0.52	N/A		N/A
City of Round Rock	1,130	10	0.49	830	9	N/A
Sears (Teleserve)	N/A		N/A	1,500	6	0.60
Scott & White Healthcare	N/A		N/A	930	8	0.37
Hutto ISD	N/A		N/A	813	10	0.33
Total	45,510		19.85 %	31,087		11.54
Total Avg. Employees for the 1st Qtr per [c]	229,225			248,511		

Source:

[a] Individual employers provided employee count; williamsoncountytxedp.com

[b] Individual cities provided employee count.

[c] US Bureau of Labor Statistics (2022-2023)

Williamson County, Texas

Table 15

County Government Employees by Function
Last Ten Fiscal Years
(Unaudited)

Function	Fiscal Year									
	2024[a]	2023[a]	2022[a]	2021[a]	2020[a]	2019[a]	2018[a]	2017[a]	2016[a]	2015[a]
General government	321	310	297	286	284	270	262	249	252	246
Judicial	287	291	278	266	255	248	242	224	231	226
Public safety	1,107	1,033	1,034	1,023	1,036	1,022	1,002	979	989	973
Transportation	174	167	159	154	154	134	129	129	129	124
Community services	61	103	85	83	83	78	59	47	46	42
Total	1,950	1,904	1,812	1,812	1,811	1,752	1,694	1,628	1,646	1,611

Source: Williamson County Human Resource or Payroll Department

Note:
[a] Budgeted positions

Function/Program or Department	Fiscal Year									
	2024[a]	2023[a]	2022[a]	2021[a]	2020[a]	2019[a]	2018[a]	2017[a]	2016[a]	2015[a]
General government										
Commissioners court	19	22	19	18	17	17	12	12	12	12
Building maintenance	36	35	33	33	33	30	28	28	28	28
Budget office	3	3	3	3	3	3	3	2	2	2
County auditor	33	31	29	29	29	29	29	29	29	28
County clerk	10	10	10	10	10	10	24	24	25	25
County judge	4	4	4	4	4	4	7	7	7	6
County treasurer	5	5	5	5	5	5	5	5	5	5
County wide records mgmt-Co clerk	17	17	14	14	14	14	-	-	-	2
Elections	13	13	12	12	12	12	12	11	11	11
Fleet services	18	18	18	18	18	17	17	17	17	17
HUD CDBG	1	1	1	1	1	1	1	1	1	1
Human resources	20	17	18	16	15	15	15	11	14	13
Information techonology services	60	59	57	52	52	45	42	38	38	35
Infrastructure	1	2	2	2	2	2	2	2	2	2
Purchasing	12	11	11	10	10	10	10	9	9	7
Public Affairs	4	-	-	-	-	-	-	-	-	-
Tax assessor/collector	62	62	61	59	59	56	55	53	52	50
	318	310	297	286	284	270	262	249	252	244

Williamson County, Texas

Table 15

County Government Employees by Function – Continued
Last Ten Fiscal Years
(Unaudited)

Function/Program or Department	Fiscal Year									
	2024[a]	2023[a]	2022[a]	2021[a]	2020[a]	2019[a]	2018[a]	2017[a]	2016[a]	2015[a]
Judicial										
County attorney	61	57	60	55	56	55	55	53	52	51
District attorney	48	56	49	46	43	42	38	35	33	31
County clerk	21	21	21	21	21	20	20	20	20	20
District clerk	35	35	34	33	33	33	31	28	28	27
County courts at law	21	20	16	16	16	16	16	16	16	16
District courts	21	21	19	17	17	16	16	16	25	25
Justice of the Peace	55	55	55	54	53	51	51	51	51	51
Courthouse security	2	2	2	2	2	2	2	2	3	3
Magistrates office	4	4	4	4	4	10	10	-	-	-
Personal bond office	-	-	-	-	-	3	3	3	3	2
Pretrial	19	20	18	18	10	-	-	-	-	-
	287	291	266	266	255	248	242	224	231	226
Public Safety										
911 Communications/EOC	108	85	85	85	85	84	86	83	82	72
911 Addressing	-	-	3	3	3	3	3	3	3	3
Constables	58	56	55	55	55	54	53	52	52	52
DPS	1	1	1	1	1	2	2	2	2	2
EMS	172	164	161	154	154	147	140	133	145	145
HAZ-MAT	6	5	4	4	4	4				
Jail	324	324	326	322	326	321	314	315	313	311
Juvenile services	161	161	162	162	162	164	164	164	162	162
Mobile outreach	-	-	8	12	11	11	17	9	13	15
Sheriff	240	237	229	225	235	232	223	218	217	211
	1,070	1,033	1,023	1,023	1,036	1,022	1,002	979	989	973
Transportation										
Road and bridge	157	150	142	137	137	134	129	129	129	124
CAMPO	17	17	17	17	17					
	174	167	154	154	154	134	129	129	129	124
Community Services										
Agricultural extension service	4	4	3	3	3	3	3	3	3	4
Animal shelter	41	35	32	31	32	31	20	18	18	17
Conservation	3	2	2	3	2	2	2	2	2	2
On site sewer facilties	11	10	10	9	9	9	8	-	-	-
Parks	32	39	27	27	27	23	21	19	18	14
Tobacco fund (HUG program)	3	4	3	3	3	3				
Veterans services	7	9	8	7	7	7	5	5	5	5
	101	103	83	83	83	78	59	47	46	42
	1,950	1,904	1,812	1,812	1,794	1,752	1,694	1,628	1,646	1,609

Note:
[a] Budgeted positions

Source: Williamson County Human Resource or Payroll Department

Williamson County, Texas

Table 16

Operating Indicators by Function/Program
Last Ten Fiscal Years
(Unaudited)

Function/Program	Fiscal Year 2024	2023	2022	2021	2020	2019	2018	2017	2016	2015
General government										
Number of A/P checks issued	8,102	7,961	7,781	7,596	12,248	9,406	10,356	12,196	14,477	16,063
Number of outgoing A/P wires	145	173	201	193	164	180	180	151	138	170
Number of invoices processed	40,713	39,165	30,189	28,744	34,576	34,933	37,837	39,388	41,304	41,663
Number of Pcard charges	15,819	14,507	13,466	13,292	13,681	14,827	13,818	12,073	9,712	8,484
Number of electronic payments	7,640	7,097	6,138	5,910	6,451	6,328	6,845	4,520	3,462	2,094
Judicial										
Hot check cases										
Number of checks processed	40	101	67	61	418	478	441	650	804	1,159
Number of theft by check cases filed	54	98	4	12	51	81	101	104	120	100
Public Safety										
Number of 911 calls received	112,229	158,748	119,259	111,941	79,825	95,578	83,136	63,589	86,049	94,829
EMS 911 runs	31,460	37,364	33,710	29,839	25,804	25,465	24,114	22,856	21,318	24,781
EMS transfer runs	855	776	844	337	719	555	807	808	847	884
Number of total EMS runs	32,315	38,140	34,554	30,176	26,523	26,020	24,921	23,664	22,655	25,665
Average EMS response time in minutes	10:17	10:59	9:40	9:06	8:31	7:51	8:04	7:54	7:53	8:14
Average Jail daily population	582	585	620	575	493	572	561	694	647	578
Jail bookings	10,747	10,387	9,354	6,938	8,109	13,055	12,997	13,805	13,826	13,583
Jail releases	10,710	10,660	9,309	6,862	8,291	13,076	12,711	13,964	13,687	13,591
Jail inmates at 9/30/2024	640	594	617	578	500	558	590	641	796	572
Violations reported by Sheriff Office	9,749	11,077	7,564	17,784	17,094	22,198	17,246	21,022	20,445	21,809
Annual fire inspections	158	2,039	1,573	329	-	-	-	-	-	-
Fire investigations	35	35	40	51	-	-	-	-	-	-
Transportation*										
Roadway resurfacing (CL miles)	132	127	117	133	104	88	91	94	102	90
Hot Mix Asphalt Overlay (CL miles)	2	2	2	12	14	7	9	-	5	-
Crack Seal Applied (LN miles)	400	365	353	296	286	271	250	228	77	168
Asphalt Patches Applied (Tons)	23,587	22,614	14,380	18,700	19,800	18,100	14,880	14,995	23,500	26,000
Bridge / Bridge Class Culvert Replacement (each)	1	3	2	4	5	6	14	26	-	1
Culvert Replacement and Maintenance (each)	70	37	30	164	114	135	177	303	234	220
Major Roadway Rehabilitation (CL miles)	8	8	18	10	9	9	7	10	13	18
Mowing along roadways (miles) **	3,694	4,091	5,758	5,165	6,012	5,563	4,772	5,901	9,386	13,350
Ditch and culvert cleaning (CL miles)	1	1	0	5	5	5	9	7	14	14
Striping and Delineation Applied (CL miles)	112	100	166	171	173	180	154	86	62	32
Signage Replaced (each)	2,536	2,006	2,193	2,645	2,487	2,562	2,588	2,071	2,348	2,573
Grade and Shape Gravel Roads (CL miles)	185	208	152	159	153	158	171	180	101	198
Community Services										
Participants using sport fields	121,874	104,861	102,758	99,575	80,777	113,008	144,987	147,680	148,361	66,809
Parks Dept. reservations	16,036	10,416	7,507	4,196	3,582	4,526	4,445	5,492	6,497	4,733
Riders of the miniature train	32,612	36,459	41,768	39,040	23,741	26,178	34,957	35,838	32,583	29,713

Source:
Various County departments
*"CL miles" refer to Center Line Miles
**Mowing is now reported in Total Miles instead of Center Line Miles.

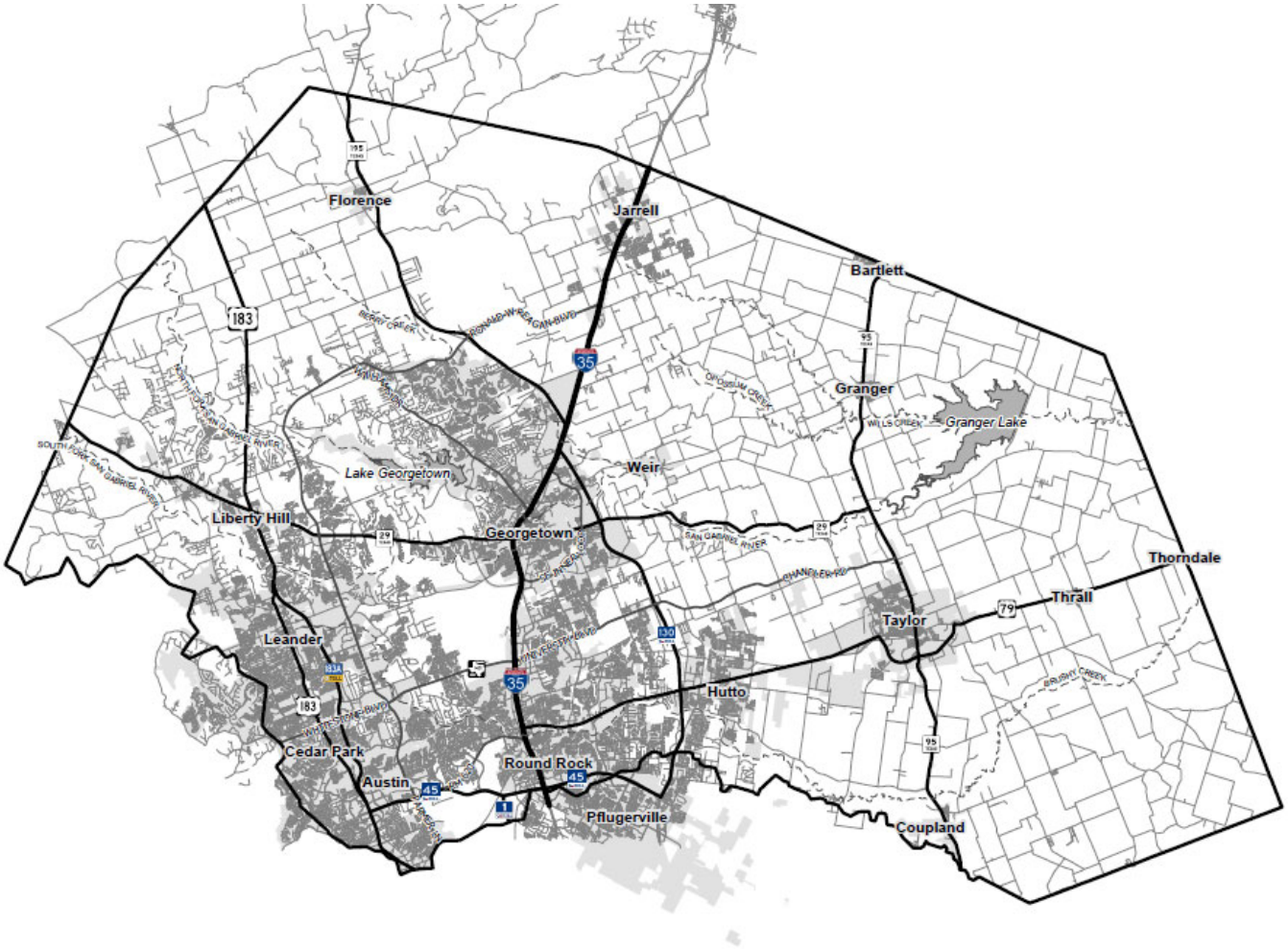
Williamson County, Texas **Table 17**

Capital Assets by Function/Program
Last Ten Fiscal Years
(Unaudited)

	Fiscal Year									
Function/Program	**2024**	**2023**	**2022**	**2021**	**2020**	**2019**	**2018**	**2017**	**2016**	**2015**
General government										
Buildings/facilities - all functions	66	62	62	61	57	56	63	65	65	65
Vehicles	142	90	74	66	61	78	44	53	51	47
Judicial										
Vehicles	16	14	14	14	14	13	12	12	12	11
Public safety										
Vehicles	552	519	508	516	518	565	490	469	436	461
Transportation										
Miles of roadway maintained	1,585	1,572	1,551	1,521	1,513	1,498	1,493	1,485	1,474	1,463
Bridges	224	224	223	223	212	212	211	212	212	212
Vehicles	280	266	278	261	225	368	272	283	269	346
Community services										
Parks acreage										
Developed	438.50	438.50	363.50	363.50	363.50	363.50	363.50	363.50	363.50	363.50
Total	2,992.67	2,992.66	2,992.66	2,935.00	2,935.00	2,935.00	3,532.70	3,524.40	3,389.80	3,386.70
Hike and bike trails (miles)	49.97	49.97	29.97	29.75	28.85	28.85	28.85	28.85	28.25	20.25
Fields										
Cricket	1	1	1	1	1	1	1	1	1	1
Soccer	11	11	11	11	11	11	11	11	11	11
Softball	2	2	2	2	2	2	2	2	2	2
Courts										
Basketball	3	6	6	6	6	6	6	6	6	6
Tennis	8	8	8	8	8	8	8	8	8	8
Splash pads	1	1	1	1	1	1	2	2	2	2
Miniature train ride	1	1	1	1	1	1	1	1	1	1
Disc golf holes	18	18	18	18	18	18	18	18	18	18
Picnic pavilions	13	13	10	10	10	10	10	10	10	10
Campsites	151	151	77	77	77	77	26	28	28	28
Vehicles	57	55	57	48	25	18	32	33	36	63

Source:
Various County departments and Texas Department of Transportation

Williamson County, Texas
Map



MISCELLANEOUS INFORMATION

Organized in 1848

Form of Government: A political subdivision of the State of Texas

Area[1]: 1,136 square miles (1,124 sq. miles/land; 12 sq. miles/water)

Population: 697,191 (U.S. Census Bureau July 2023 data)

Quality of Life:

Hospitals: St. David's Hospitals are in Round Rock and Georgetown, with an Emergency Center in Leander. Baylor Scott & White Medical Centers are in Round Rock and Taylor. Seton Medical Center Williamson is in Round Rock. Cedar Park Regional Medical Center is in Cedar Park. Specialized pediatric care is available at Dell Children's Medical Center North in Avery Ranch and Texas Children's Hospital off SH 45.

Recreation:

Athletics: Round Rock Express (AAA Minor League Baseball team), Texas Stars AHL hockey team, Austin Spurs NBA G-League basketball team, Austin Wild Indoor Football Team, community athletic leagues including softball, tennis, kickball, baseball, basketball, and aquatics; recreational/fitness centers; golf courses; and numerous running and cycling activities, both competitive and recreational, hosted by Williamson County cities.

Parks & Outdoors: Fishing, camping, water sports and wading on Lake Georgetown and Lake Granger; five county parks and numerous city parks (including 50 miles of hiking, biking, and running trails; sport fields, disc golf course, playgrounds, splash park); hunting on lands near Lake Granger; Cedar Rock Railroad miniature train in the Southwest Regional Park. The River Ranch County Park, which opened in 2023, includes 1,354 acres of meadowlands, woodlands, hills, and escarpments, provides hill country vistas between Leander and Liberty Hill. It offers park users the opportunity to explore, learn, camp, picnic, hike, bike, ride their horses, nature watch or just relax outside.

Higher Education: Austin Community College has campuses in Cedar Park, Round Rock, and Leander. Temple College offers classes in Taylor and Hutto. Southwestern University is in Georgetown. Round Rock also offers classes from Texas State University and Texas A&M Health Science Center. The East Williamson County Higher Education Center, in Hutto, offers classes from Temple College, Texas State Technical College Waco and Texas A&M University.

Williamson County, Texas

Government Office Information – Continued

Family: The Williamson Museum in Georgetown offers exhibits, programs and tours of the Williamson County Historic Courthouse. The Dan Moody Museum in Taylor focuses on the life of Texas's youngest governor. Family fun is available on the Hill Country Flyer steam train in Cedar Park and Inner Space Caverns in Georgetown. The Georgetown Palace Theater offers theater productions that are affordable entertainment and educational opportunities for all members of the family. Kalahari Resorts and Conventions, located in Round Rock, is the largest indoor water park in the United States.

Community Events: The Williamson County Fair and Rodeo is held each October at the Williamson County Expo Center. Other events include the Sheriff's Posse Rodeo in Jarrell, Taylor Rodeo, The Williamson Museum's Pioneer Day at Old Settler's Park, Georgetown's Red Poppy Festival and Two Step Inn, Round Rock's Frontier Days, Cedar Park's 4th of July Celebration at Milburn Park, Hutto's Old Tyme Days, Taylor's International Barbecue Cook-off, Brushy Creek MUD's Hairy Man Festival, Old Town Street Festival in Leander, Whimsy and Wonder in Liberty Hill, and more. Music and entertainment events are held at the HEB Center at Cedar Park and Round Rock Amphitheater. In addition, the Williamson County Expo Center in Taylor hosts a wide variety of family friendly events, including concerts, rodeos, public meetings, livestock shows, shopping markets, dog shows and barrel races.

Economic Resources[2]:

Business: The County is home to big corporations including Apple, Dell, Emerson Process Management, Samsung, Firefly Aerospace and major retail and commercial developments. The County is rich in information technology and computer systems, agricultural and agribusiness, advanced manufacturing and assembly, construction, real estate, government, and educational sectors are significant economic contributors to the County's robust economy. Williamson County is a member of the Austin MSA, one of the fastest growing areas in the country. The booming population paired with abundant available resources allows a range of business endeavors to flourish.

Minerals: Building stone, sand, gravel, and oil.

Agriculture[3]: The area consists primarily of rolling prairie. However, mixed hardwood timber and brush is prevalent in many areas. The major field crops in the area are corn, cotton, winter wheat, grain sorghum and grasslands.

The 2024 Williamson County annual agriculture increment report shows the county had 103,813 acres of feed corn for a total crop value of $43,462,224; 4,657 acres of grain sorghum for a total crop value of $1,868,705; 6,629 acres of cotton for a total crop value of $4,535,236; 8,200 acres of winter wheat for grain for a total crop value of $2,423,105.91; 3,554 acres of oats for grain for a total crop value of $0.00; 200 acres of native and improved pecans for a total crop value of and $108,000; the county had approximately 64,000 acres of hay land.

Total estimated income from beef production in Williamson County for 2024 was $44,238,119. This included calves, replacement heifers, slaughter bulls/cull cows and value added to stocker cattle.

Sources:

1. U. S. Census Bureau

2. Economic Development and Parks and Recreation Departments for the Cities of Georgetown, Round Rock, Cedar Park, Leander, Taylor and Hutto.
3. Texas A&M AgriLife Extension Service

Students Enrolled in Colleges and Universities Located Near or Within the County [a]:

University	Fall 2024 Enrollment
Austin Community College	39,727
Concordia University Texas	1,614
Huston-Tillotson University	1,029
St. Edward's University	2,730
Southwestern University	1,459
Temple College	5,381
Texas A&M Health Science Center	3,750
Texas State University (Round Rock)	2,200
TSTC East Williamson County (Hutto)	399
University of Texas	53,864

Health Care Facilities Located Near or Within the County [b]:

Hospitals:
Ascension Seton Medical Center Williamson
Baylor Scott & White Hospital, Taylor
Baylor Scott & White University Medical Campus
Cedar Park Regional Medical Center
Georgetown Behavioral Health Institute
Reliant Rehabilitation Hospital Central Texas
Rock Springs, Georgetown
Rehabilitation Hospital of Round Rock
St. David's Georgetown Hospital
St. David's Round Rock Medical Center

Williamson County, Texas

Government Office Information – Continued

Clinic facilities:

Austin Diagnostic Clinic – Cedar Park, Round Rock
Austin Regional Clinic – Cedar Park, Hutto, Round Rock
Bluebonnet Trails Community Services - Cedar Park, Georgetown, Hutto, Taylor
Brushy Creek Family Medical Associates
Cedar Park Family Practice
Central Texas Diagnostic Clinic
Dell Children's Circle of Care Pediatrics-
- Lake Aire Medical Center, Georgetown
- Pediatrics at Hutto
- Round Rock Health Clinic
- Texas A&M HSC Whitestone, Cedar Park

Express Urgent Care, Round Rock
EasyCare Round Rock, Austin Diagnostic Clinic
Family Medical Center of Cedar Park
Family Medical Center of Georgetown
Family Medicine Associates of Round Rock
Family Medicine Clinic of Georgetown
FastMed Urgent Care – Georgetown, Taylor
Georgetown Medical Clinic
Health Center at Scott and White Hospital, Taylor
Hill Country Family Health Specialists
Lakeline Emergency Center LLC
Leander Healthcare Center
Lone Star Circle of Care Federally Qualified Health Center
- A.W. Grimes Medical Offices, Round Rock
- Dell Children's - Circle of Care Adolescent Health at Texas A&M HSC, Round Rock
- Family Medicine at Lake Aire Medical Center, Georgetown
- LSCC OB/GYN, Round Rock
- Psychiatry & Behavioral Health at Lake Aire Medical Center, Georgetown
- Psychiatry & Behavioral Health at Round Rock Health Clinic, Round Rock
- Senior Health Care Lake Aire Medical Center, Georgetown
- Seton-Circle of Care Family Medicine at Texas A&M HSC, Round Rock
- Seton-Circle of Care Behavioral Health at Texas A&M HSC, Round Rock
- Seton-Circle of Care Women's Services at Texas A&M HSC, Round Rock

Minute Clinic – Cedar Park, Georgetown, Round Rock
NextCare Urgent Care-Austin North, Georgetown, Round Rock
Northwest Diagnostic Clinic, Cedar Park
Physician Associates of Georgetown
Physician's Center, P.A., Georgetown
Pro-Med Minor Emergency Center, N. Hwy 183
Rapid Care Clinic, Leander
Redi Clinic – Cedar Park, Round Rock
Rock Springs – Changes, Round Rock
Baylor Scott & White Clinic – Cedar Park, Cedar Park West, Georgetown, Hutto, Johns (Taylor), University (Round Rock), Round Rock West
Seton Cedar Park
St. David's Urgent Care, Round Rock, Georgetown, Hutto, Cedar Park
St. David's Emergency Center, Leander
T&K Physician Associates, Georgetown
Texas MedClinic, Round Rock
Town Center Family Medicine of Cedar Park
Town Center Family Medicine of Cedar Park

Clinic facilities (continued):
Urgent and Family Care, Parmer Lane

Public Health Centers:
Williamson County and Cities Health District – Cedar Park, Round Rock, Taylor

Volunteer Clinic Facilities:
Pflugerville Community Health Center North (Low Cost Clinic)
Sacred Heart Community Clinic, Round Rock
Samaritan Health Ministries

Note: This is not an exhaustive list. Not included are individual practitioners, specialty care practices, or pediatric practices. New facilities are opening on an ongoing basis.

Source: [a] – Respective college or university
[b] – Williamson County and Cities Health District

WILLIAMSON COUNTY, TEXAS

GOVERNMENT OFFICE INFORMATION

The government of Williamson County, Texas is subdivided into several different offices, each with its own legally constituted duties as prescribed by the constitution and/or legislative act. The head of some offices are elected officials while others are appointed by the Commissioners Court or the District Judges of Williamson County as provided by law.

I. CONSTITUTIONAL ELECTED OFFICES

A. Commissioners Court

Williamson County is a political body. The administrative body of the County is the Commissioners Court, which has powers and duties clearly set forth and defined in the constitution and statutes. The Commissioners Court is comprised of four commissioners, each of whom is elected by the qualified voters of one of four precincts in the County, and a County Judge, who is elected countywide and serves as the presiding officer. The County Judge may also preside over the constitutional County Court. However, in Williamson County, the traditional judicial functions of the County Judge have been delegated to the County Courts at Law. Commissioners Court, as a political subdivision of the state, was created to carry out policy common to the state. Therefore, it was not mainly created to advance the interest of the locality in which it is located. The election of the various County officials ensures, in most instances, the application of state laws and regulations, in light of local needs, and to establish a courthouse and jail, appoint numerous officials, fill vacancies in certain County offices, let contracts in the name of the County, build roads and bridges, administer the County's public welfare services, perform numerous duties in regard to elections, set the County tax rate, issue bonds, and adopt the County budget.

B. District Courts

There are six District Courts in Williamson County, each of which is a court of general jurisdiction and may try both civil and criminal cases. The judge of each of the respective courts is elected countywide. The District Courts have original jurisdiction in all criminal cases of the grade of felony, and all suits on behalf of the state to recover penalties, forfeitures and escheat. The District Courts preside over cases of divorce and family law, child welfare cases, misdemeanors involving official misconduct, suits to recover damages, slander or defamation of character, suits for title of land and for enforcement of liens thereon, suits for the right of property levied upon by virtue of any writ of execution, sequestration, or attachment when the property levied on is valued at an amount of $500 (exclusive of interest) and all suits concerning contested elections.

These courts and judges thereof have power to issue writs of habeas corpus, mandamus, injunction, certiorari and all writs necessary to enforce their jurisdictions. The District Courts also have appellate jurisdiction and general supervisory control over the County Commissioners Court. They have general original jurisdiction over all causes of action which a remedy or jurisdiction is not provided by law or the Constitution. The District Court, concurrently with County Court, has the general jurisdiction of a Probate Court and may do all things associated with the duties of a Probate Court enumerated under County Court. In addition, the District Courts share concurrent jurisdiction with the County Courts at Law when the matter in controversy exceeds $500 but is less than $20,000. Along with these constitutional and statutory responsibilities, the District Judges have the statutory responsibility of appointing the County Auditor and Court Reporters for each of the respective District Courts. The District Judges, along with the County Court at Law Judges, appoint the Community Supervision and Corrections Department Director. The District Judges, along with the County Judge serve on the County Juvenile Board which oversees the operations of the Juvenile Probation Department and appoints the Chief Juvenile Probation Officer.

C. Constables

There are four precinct Constables in Williamson County, each of whom is elected by the qualified voters of one of four precincts in the County. In general, the duties of the Constable are to perform a service or act, execute and return, as provided by law, all civil and criminal processes, writs, citations, subpoenas, summons, warrants, and precepts, directed and delivered by a lawful official, anywhere in the constable's County, or in a County contiguous to the constable's County, and in other locations as provided by law. The Constable may seize and sell real estate and personal property upon order of the court, take eviction action and attend justice court proceedings. The Constable may enforce all state laws and arrest offenders with or without warrant for felonies or misdemeanor offenses committed against the peace and dignity of the state.

D. County Attorney

The countywide electorate elects the County Attorney. Duties include representation of the State of Texas in all criminal proceedings under investigation or pending before the County Courts at Law and Justice Courts of the County, examination and prosecution of all cases pending before the Juvenile Courts, and representation of the State in all cases appealed to or from any of these courts. The County Attorney also processes felony and misdemeanor hot checks, obtains protective orders for victims of domestic violence, represents the Department of Family and Protective Services in cases involving abuse or neglect of children or abuse, neglect, or exploitation of elderly or disabled adults, obtains commitment orders for individuals suffering from mental illness and substance abuse, and responds to Public Information Act requests for the County. The County Attorney serves as a legal advisor to County and precinct elected officials as requested. Where applicable, the County Attorney represents the County in civil litigation matters.

E. County Clerk

The countywide electorate elects the County Clerk and the duties and fees collected by the office are prescribed by the legislature. The County Clerk is the clerk of the County and of Commissioners Court and is the official recorder of County business. By legislation in Williamson County, the County Clerk functions as the clerk of the court for each of the County Courts at Law. In addition, the County Clerk acts as recorder of deeds and other instruments, records and issues death and birth certificates, issues marriage licenses, registers cattle brands, records and retains all plats, and maintains records of mental health commitments. The County Clerk serves as clerk of the Probate and Civil Court and keeps all records, books, paper, and proceedings of the Probate Court as well as the County Courts at Law criminal dockets. Additional responsibilities include keeping all records properly indexed, arranged, and preserved.

F. District Attorney

The legislature may create the Office of the District Attorney in any judicial district in the state and prescribe the duties of the office. Such an office in Williamson County has been created and the District Attorney is a constitutional officer. The countywide electorate elects the District Attorney. The duties of the office in general are to represent the State of Texas on all criminal matters before the District Courts of Williamson County. These matters include grand jury proceedings along with bond and asset forfeitures. The District Attorney also handles all appeals from any such matters that are taken to the Court of Appeals, Texas Court of Criminal Appeals, Texas Supreme Court, and the United States Supreme Court.

G. District Clerk

The countywide electorate elects the District Clerk. In general, the functions of this office are to serve in an administrative capacity for the District Courts (state courts), to perform judicial or quasi-judicial duties in connection therewith, to act as custodian of the court records, to receive money in the clerk's official capacity, and to perform general assessed duties as are enjoined by statute or imposed by the lawful authority of the court. The District Clerk of Williamson County also maintains the files for all criminal, civil, family, and tax cases handled by these courts.

H. Justice of the Peace Courts

There are four precinct Justices of the Peace Courts in Williamson County. Each Justice of the Peace is elected by the voters living within their respective precinct. Justices of the Peace have jurisdiction in all Class C misdemeanor criminal matters where such fines are established by statute. Also, the Justices of the Peace have jurisdiction in civil matters either in Small Claims Court or Justice Court where the amount in controversy is $20,000 or less (exclusive of interest) of which exclusive original jurisdiction is not given to the County or District Courts. Appeals to the County Court at Law shall be allowed in all cases decided in Justice Court, however, in civil cases, only when the judgment is for more than $20 (exclusive of costs). The Small Claims Court exercises concurrent jurisdiction with the Justice Courts in all actions for recovery of money by any person, association of persons, corporations or by any attorney for such parties or other legal entity where the amount involved, exclusive of cost, does not exceed the sum of $20,000. Other duties of the Justices of the Peace in Williamson County include death inquests, mental probable cause hearings, debt claim and eviction proceedings, criminal prisoner admonishments, peace bond hearings, school truancy cases, juvenile magistrate statements, animal cruelty hearings, driving license suspension hearings, and other administrative duties per code.

I. Sheriff

The qualified voters of the County elect the Sheriff. The duties of the Sheriff are prescribed by the legislature. The Sheriff may employ guards for the safekeeping of prisoners in the jail and, subject to regulations of Commissioners Court, has charge and control of the courthouse. In addition, the Sheriff shall execute all processes and precepts directed by legal authority and make return thereof to the proper court. The Sheriff is the Chief Law Enforcement Officer for the County and custodian of the County jail. In addition to apprehending criminals and serving writs and other legal papers for the Civil, County, and District Courts, the Sheriff is also charged with keeping order in the courtrooms. The Sheriff also administers proactive programs aimed at crime prevention and substance abuse control such as the Drug Abuse Resistance Education (DARE) program.

J. Tax Assessor-Collector

The Tax Assessor-Collector is elected by the countywide electorate and performs all the duties with respect to assessing property for the purpose of taxation and collection of taxes as may be prescribed by the legislature. The duties of the office consist of assessing and collecting County property taxes. The officer may serve in a similar capacity for any incorporated city, town, village, school districts--independent or otherwise, drainage district, municipal utility district, special district, public improvement district, and water control district in the County. The Tax Assessor-Collector of Williamson County, in addition to assessing and collecting for taxable real and personal property within the County, collects the taxes for many independent cities and districts. Other duties include titling and registering of motor vehicles, collecting state and County license fees, occupation fees, and state motor vehicle sales taxes.

K. Treasurer

The countywide electorate elects the Treasurer. The duties of the Treasurer are to receive County funds and disburse them, subject to the County Auditor's countersignature. The function of this office is an essential part of internal control in financial matters in that all monies due to the County must be placed in the Treasurer's custody. Monies are forwarded to the County Treasury and can be withdrawn upon the signature of the County Treasurer and countersignature of the County Auditor. Additional responsibilities of the Treasurer include signatory authority for all payroll related payments with the countersignature of the County Auditor. Also, the Treasurer is responsible for the reconciliation of all bank accounts upon which the Treasurer acts as signatory. The Treasurer prepares and submits all required reports and payments to the State of Texas and serves as Secretary to the Bail Bond Board. In addition, the Treasurer serves as the co-Certified Investment Officer for the County relative to all requirements of the Public Funds Investment Act.

II. STATUTORY ELECTED OFFICES

A. County Court at Law

There are five County Courts at Law in Williamson County, each created by the legislature. The countywide electorate elects each of the County Court at Law judges. These courts have jurisdiction in all eminent domain/condemnation cases, misdemeanor cases, probate, and mental illness and chemical dependency matters. The County Courts at Law have concurrent jurisdiction with the District Courts in family law cases, including divorces, child custody cases and in civil matters where the amount in controversy does not exceed $250,000 (exclusive of punitive or exemplary damages, costs, and interest). The County Courts at Law have appellate jurisdiction in all appeals in criminal and civil cases from Justice Courts and Municipal Courts. Along with these duties, the County Court at Law Judges and the District Judges appoint the Community Supervision and Corrections Department Director.

III. STATUTORY APPOINTED OFFICES

A. County Auditor

The County Auditor is appointed by the District Judges and serves as the Chief Accounting Officer of the County. The County Auditor has general oversight of all County records and is responsible per statute, for projecting revenue during the budget process. The County Auditor must sign all checks written for the County. It is the responsibility of the County Auditor's office to audit each fee collecting office at least once each quarter. Financial reporting is also performed by the County Auditor's office. The County Auditor is responsible for the creation of the Annual Comprehensive Financial Report (ACFR) and the Popular Annual Financial Report (PAFR), that is submitted each year to the Government Finance Officers Association for review. In addition, the County Auditor oversees the payroll and accounts payable function for the entire County. Other responsibilities include accounting for fixed assets and administering and reporting all grant funds received from the state and federal government and other entities. The County Auditor serves as the fiscal officer for the Community Services and Corrections Department and Chief Fiscal Officer for Juvenile Services. In addition, the County Auditor serves as the co-Certified Investment Officer for the County relative to all requirements of the Public Funds Investment Act.

B. Chief Juvenile Probation Officer

The Williamson County Juvenile Board is comprised by state statute of all District Judges and the County Judge. The board is tasked with appointing a chief executive officer to administer all juvenile services to Williamson County youth and families through the Williamson County Juvenile Services (WCJS) department. Duties of the chief juvenile probation officer include developing a department budget, hiring officers, developing operating policies and procedures in alignment with state standards, and maintaining operations of all segments of youth services. Currently, there are four office locations, one in each County precinct. The central office, or Juvenile Justice Center, houses Central Administration, Juvenile Court, Juvenile Detention Center, C.O.R.E. Residential Treatment Center, the Juvenile Justice Alternative Education program (S.T.E.P.), Prevention Services, and Georgetown Court and Field Services. The remainder of Field Services are administered through additional branch office locations in the cities of Round Rock, Taylor, and Cedar Park. One hundred sixty-five (165) full-time employees including youth engagement specialists (juvenile probation and supervision offices), case managers, counselors, social workers, teachers, nurses, specialists, supervisors, administrators, support staff, and additional part-time staff and contract professionals, focus their daily efforts on executing and supporting the WCJS Vision – "Making a difference in our community: creating opportunities for positive change through hope, empowerment, prevention and accountability". WCJS offers robust services and programs to youth and families including, but not limited to, prevention and early intervention services, direct-care supervision and support, community supervision and engagement, court services, legal advocacy, on-site education and school services, case management, parent enrichment, electronic monitoring, family preservation, crisis intervention, home and school-based services, counseling, sexual behavior treatment and polygraph, psychiatric medication management, mental health and psychological assessment/evaluation, substance use intervention and treatment, on-site medical services, and residential treatment. WCJS operates under a comprehensive trauma-informed and relational framework, balancing accountability, youth and family rehabilitation, and community protection.

C. Community Supervision and Corrections Department Director

The Community Supervision and Corrections Department (CSCD) (also known as Adult Probation Department) Director is appointed by the District and County Court at Law Judges. The department is responsible for supervising adult offenders placed on community supervision as well as offenders placed in the department's 100-bed intensive inpatient substance abuse program referred to as the Central Texas Treatment Center. The department's mission is to serve the community by providing defendants the opportunity to change their behavior through evidence-based practices and client centered supervision. The CSCD operates its own Outpatient Services Department providing offenders high quality, evidence-based programing at costs much lower than can typically be found in the private sector. The department also operates several specialized caseloads including specialized supervision for sex offenders, special needs offenders, offenders required to be monitored on electronic monitoring or surveillance, and offenders required to have ignition interlock devices that monitor alcohol use in their vehicles. The department receives most of its funding from state funds and Court ordered offender fees. The Texas Department of Criminal Justice-Community Justice Assistance Division provides grant and operational funds, and department oversight.

D. Elections Administrator

The Elections Administrator is the County Elections Official and is appointed by the Williamson County Election Commission. The duties of the Elections Administrator include all voter registration activities for over 422,383 registered voters in 163 precincts and the conduct of election activities for more than 44 County, city, and school governments, as well as 90 municipal and special utility districts. Duties also include the preparation and maintenance of appropriate political jurisdiction maps. The Elections Administrator prepares elections contracts and conducts elections for federal and state elections, and for local elections when requested. Duties include the selection and coordination of poll sites, selection and training of poll workers, and preparation of ballot materials. The Elections Administrator serves as the repository for local officials' campaign and expenditure reports. The Elections Administrator provides information to the public regarding voter registration and elections, and serves as a liaison to the Secretary of State regarding elections issues.

IV. COMMISSIONERS COURT DEPARTMENTS

A. Budget Officer

In a county with a population of more than 125,000 the Commissioners Court may appoint a Budget Officer. The Budget Officer is responsible for preparing a County budget for the fiscal year. In preparing or monitoring the budget, the Budget Officer may require the County Auditor or any other district, County, or precinct officer of the county to provide any information necessary for the Budget Officer to properly prepare or monitor the budget. The County budget is approved by Commissioners Court.

B. County Extension Service Agent

The Williamson County Office of the Texas Agricultural Extension Service is a unique partnership between the County Commissioners Court and Texas A & M University System. County Extension Agents provide outreach education to the citizens of Williamson County in the areas of Agriculture, Family and Consumer Sciences, 4-H, Youth Development, and Horticulture. Agents utilize research-based information to conduct workshops, clinics, tours, meetings, and programs, as well as preparing news releases and web-based education. The Extension Service values and promotes citizen and community involvement, research-based education, lifelong learning, and volunteerism.

C. Emergency Services Senior Director

The Commissioners Court appoints the Senior Director of Emergency Services of Williamson County. It is the Senior Director's duty to control and direct the areas of Emergency Management, Emergency Communications, Fire Marshal-Special Operations, and EMS (Emergency Medical Services). It is the responsibility of the Senior Director to serve as liaison between municipal districts, county, regional, state, and federal emergency management functions as well as other emergency management organizations. Emergency Management responds to local disasters by coordinating recovery activities with local, regional, and state entities. The Fire Marshal – Special Operations is responsible for responding to hazardous material spills, swift-water rescue, and technical rescue within the County and the region. The Fire Marshal's Office enforces the fire code and conducts fire investigations. Emergency Communications handles all 911 communications between the general public and County, City, and Special District Agencies tasked with rapid response. EMS responds to all emergency medical calls and handles transport of patients within the County except within the City of Georgetown.

D. Facilities Management Senior Director

The Commissioners Court appoints the Facilities Management Senior Director. The Facilities Management Senior Director oversees all County facilities construction activities and ensures the quality and completion of maintenance and repair for all County-owned buildings and grounds. Maintenance includes all major and minor repairs to County facilities, supervision and execution of all janitorial and grounds maintenance contracts, and review/approval of payments to suppliers, contractors, and utilities.

E. General Counsel and Risk Manager

The Commissioners Court appoints the General Counsel to provide legal services specifically for the Commissioners Court and its departments. General Counsel also provides legal services to other elected offices on matters related to the Commissioners Court or on matters that may implicate County liability. In addition to serving as a legal advisor on all matters related to County business and functions, General Counsel assists with open government obligations, policy development, economic development, procurement and contracting, human resources, claims management, and civil litigation matters, including oversight of outside counsel.

The Risk Manager serves under General Counsel and is responsible for developing and overseeing the County's Risk Management program, including the casualty and liability insurance programs, resolution of damage claims made against the County and damage to County property and assets, the workers' compensation program, mitigation of risk programs, and assistance to General Counsel and outside counsel on pending litigation matters.

F. Human Resources Senior Director

The Commissioners Court appoints the Human Resources (HR) Senior Director. The Senior Director must ensure the County follows state and federal employment laws, that job applicants meet the qualifications of a particular job opening and that the public is notified when a job opening becomes available within the County. The HR Senior Director is responsible for the management of the Self-Funded Benefits Plan and various other medical and dental benefit plans offered by the County as well as life and disability insurance, wellness program, and employee assistance program. The HR Senior Director also monitors the claims disbursement made under the Self-Funded Benefits Plan and must ensure the various benefits plans are administered in compliance with federal laws and regulation. The HR Senior Director must ensure the County complies with the Drug-Free Workplace Policy, the Family and Medical Leave Act (FMLA) and the Americans with Disabilities Act (ADA). The Senior Director oversees compliance with Williamson County compensation policies and directs the annual salary study process.

G. Infrastructure Senior Director

The Commissioners Court appoints the Senior Director of Infrastructure of Williamson County. It is the Senior Director's duty to control and direct the following five areas: Fleet Services, Road and Bridge Division, Development Services and Drainage Division, Environmental Services Division, and the Road Bond Office. It is the responsibility of the Senior Director to serve as a liaison with local, state, and federal organizations as well as the public. Fleet Services personnel maintains Williamson County's fleet of vehicles and equipment, makes recommendations during the budget process for equipment replacement needs of county departments and assists in defining what types of equipment should be purchased.

The Road and Bridge Division of Williamson County has the responsibility for the maintenance and repair of all County roads, bridges, drainage structures and ditches pertaining to the road system in Williamson County. The Development Services and Drainage Division is responsible for the review of plats in the unincorporated area of the County and management of the County's participation in the FEMA flood plain program. The Environmental Services Division is responsible for the permitting of all onsite septic systems and oversite of the Williamson County landfill. The Road Bond Office is a privatized division and is responsible for the management of the County's road bond program.

H. Parks Department Senior Director

The Commissioners Court appoints the Parks Department Senior Director. The Parks Department Senior Director is responsible for the development, operation, and maintenance of County parks, trails and preserves. The Parks Department Senior Director also provides for safe and secure facilities and coordinates park related development and activities with cities in the County.

I. Purchasing Agent

In a county with a population of more than 100,000 the Commissioners Court may appoint a Purchasing Agent. The Purchasing Agent is responsible for carrying out the purchasing function as prescribed by law and for administering the procedures prescribed by law for notice and public bidding for County purchases and contracts. The County Purchasing Agent purchases all supplies, materials and equipment required or used by the County and contracts for all repairs to purchased equipment, as needed. The Purchasing Agent has the responsibility of providing an accounting for all property on hand annually to the County Auditor and the Commissioners Court.

J. Regional Animal Shelter Director

The Williamson County Regional Animal Shelter is a multi-jurisdictional shelter established by the County and multiple municipalities within the County. The mission of the Animal Shelter Director is to ensure humane care is provided to all animals in the shelter, to assist the participating entities in enforcing state law and local ordinances, and to otherwise serve the citizens in a cost-effective manner. The Animal Shelter Director takes responsibility for animal shelter operations and staff by developing and enforcing policies and procedures that are compliant with local, state, and federal law. Priorities include development and maintenance of budgetary and financial goals, communication and relationships with regulatory agencies, Commissioners Court, Shelter Board, and officials from all city/county entities. The director also monitors and reports trends which may be used to facilitate planning of programs consistent with the success of overall shelter goals. The Shelter Director is hired by the County utilizing input from the Regional Animal Shelter's Board of Directors.

K. Technology Services Senior Director

The Commissioners Court appoints the Technology Services Senior Director of Williamson County. The Technology Services Senior Director is the Chief Information Officer for the County and oversees the functions of Technology Services (TS), Geographic Information Systems (GIS), Wireless Communications, 911 Addressing, and Records Management (RM) for the County. TS includes installing new systems, protecting computer-stored records, maintaining control of daily Data Lifecycle functions, troubleshooting within County offices as computer-related issues arise as well as supporting countywide telecommunications. GIS includes management of the central GIS database and interfaces as well as providing GIS, GPS, and related services to County departments and the public. Wireless Communications manages the radio system between the various Public Safety Agencies within the County. 911 Addressing includes maintaining the 911 telephone database for the entire County and providing addressing services for the unincorporated areas and small cities. RM functions include warehousing and protecting records from the various County departments, monitoring and coordinating destruction schedules, and warehousing and coordinating the disposal of assets as the assets exceed their useful life. In addition, the Technology Services Senior Director oversees County mail courier functions.

L. Veterans County Services Officer

In a county with a population of 200,000 or more the Commissioners Court shall maintain a Veterans County Service office. The Commissioners Court appoints the Veterans County Services Officer and the number of Assistant Veterans County Services Officers that it considers necessary. Veterans Services staff assists veterans and their families with information on programs and services that are available for individuals that have served in the armed forces. They also help them file and receive entitled benefits from the U. S. Department of Veterans Affairs. Programs and services available include educational benefits, vocational benefits, disability retirement, obtaining lost military records, and more.

Federal and State Award Programs

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Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

To the Honorable County Judge
and County Commissioners
Williamson County, Texas

We have audited in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Williamson County, Texas (the County) as of and for the year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the County's basic financial statements, and have issued our report thereon dated March 28, 2025.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the County's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control. Accordingly, we do not express an opinion on the effectiveness of the County's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the County's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards.*

The Honorable County Judge
and County Commissioners
Williamson County, Texas

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Weaver and Tidwell, L.L.P.

WEAVER AND TIDWELL, L.L.P.

Austin, Texas
March 28, 2025

1601 South MoPac Expressway, Suite D250
Austin, Texas 78746
512-609-1900

Independent Auditor's Report on Compliance for Each Major Federal and State Program and Report on Internal Control over Compliance Required by the Uniform Guidance and State of Texas Grant Management Standards

To the Honorable County Judge
and County Commissioners
Williamson County, Texas

Report on Compliance for Each Major Federal and State Program

Opinion on Each Major Federal and State Program

We have audited the compliance of Williamson County, Texas (the County) with the types of compliance requirements identified as subject to audit in the OMB Compliance Supplement and State of Texas Grant Management Standards (TXGMS) that could have a direct and material effect on each of the County's major federal and state programs for the year ended September 30, 2024. The County's major federal and state programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the County complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal and state programs for the year ended September 30, 2024.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*); the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance); and TXGMS. Our responsibilities under those standards, the Uniform Guidance, and TXGMS are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the County and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal and state program. Our audit does not provide a legal determination of the County's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the County's federal and state programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the County's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, the Uniform Guidance, and TXGMS will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the County's compliance with the requirements of each major federal and state program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, the Uniform Guidance, and TXGMS we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the County's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the County's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance and TXGMS, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal and state program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal and state program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal and state program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

The Honorable County Judge
and County Commissioners
Williamson County, Texas

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance and TXGMS. Accordingly, this report is not suitable for any other purpose.

Weaver and Tidwell, L.L.P.

WEAVER AND TIDWELL, L.L.P.

Austin, Texas
March 28, 2025

Williamson County, Texas
Schedule of Findings and Questioned Costs
For the Fiscal Year Ended September 30, 2024

Section 1. Summary of Auditor's Results

Financial Statements

An unmodified opinion was issued on the financial statements.

Internal control over financial reporting:

Material weakness(es) identified?	____ Yes	X No
Significant deficiencies identified that are not considered to be material weakness(es)?	____ Yes	X None reported
Noncompliance material to financial statements noted?	____ Yes	X No

Federal and State Awards

Internal control over major programs:

Material weakness(es) identified?	____ Yes	X No
Significant deficiencies identified that are not considered to be material weakness(es)?	____ Yes	X None reported

An unmodified opinion was issued on compliance for major programs.

Any audit findings disclosed that are required to be reported in accordance with the Uniform Guidance, or State of Texas Uniform Management Standards?	____ Yes	X No

Identification of major federal programs:

21.027	COVID-19 - Coronavirus State and Local Fis Recovery Funds
14.218	Community Development Block Grant Clust

Identification of major state programs:

	Veteran Treatment Court
Dollar threshold use to distinguish between type A and type B programs?	$893,894 - Federal
	$750,000 - State

Auditee qualified as low-risk auditee?	X Yes	____ No

Section 2. Financial Statement Findings

None

Section 3. Federal and State Award Findings and Questioned Costs

None

Section 4. Schedule of Prior Audit Findings and Questioned Costs

None

Williamson County, Texas

Schedule of Expenditures of Federal and State Awards
For the Fiscal Year Ended September 30, 2024

Federal Grantor/ Pass Through Grantor Program Title	Federal Assistance Listing Number	Grant or Identifying Number	Pass-Through to Non-State Entities	Expenditures Direct	Expenditures Total
FEDERAL AWARDS					
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES					
Passed Through Texas Department of Family and Protective Services					
Title IV-E Contract (Legal)	93.658	HHS000285100010	$ -	$ 44,860	$ 44,860
Total Passed Through Texas Department of Family and Protective Services			-	44,860	44,860
TOTAL U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES			-	44,860	44,860
U.S. DEPARTMENT OF THE INTERIOR					
Passed Through Texas Parks & Wildlife Department					
Wilco Regional Habitat Conservation	15.615	CA-0002862	-	149,564	149,564
Twin Springs Restoration	15.615	CA-0001117	-	3,510	3,510
Total Passed Through Texas Parks & Wildlife Department			-	153,074	153,074
TOTAL U.S. DEPARTMENT OF THE INTERIOR			-	153,074	153,074
U.S. DEPARTMENT OF HOMELAND SECURITY					
Passed Through Texas Office of the Governor - Division of Emergency Management					
Homeland Security - Hazmat Monitor & Maintenance	97.067	EMW-2023-SS-00025	-	69,290	69,290
Homeland Security - Emergency Response Kit	97.067	EMW-2023-SS-00025	-	39,725	39,725
Total Passed Through Texas Office of the Governor - Division of Emergency Management			-	109,015	109,015
Passed Through Texas Department of Public Safety - Winter Storm Mara	97.043	DR-4705-TX	-	31,922	31,922
Total Passed Through Texas Department of Public Safety - Winter Storm Mara			-	31,922	31,922
TOTAL U.S. DEPARTMENT OF HOMELAND SECURITY			-	140,937	140,937
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT					
Direct Programs					
Community Development Block Grant	14.218	B-20-US-48-0502	2,385	-	2,385
Community Development Block Grant- (CARES)	14.218	B-20-US-48-0502	130,801	-	130,801
Community Development Block Grant	14.218	B-21-US-48-0502	899,933	-	899,933
Community Development Block Grant	14.218	B-22-US-48-0502	663,196	-	663,196
Community Development Block Grant	14.218	B-23-US-48-0502	634,615	181,230	815,845
Total Direct Programs			2,330,930	181,230	2,512,160
Passed Through Texas General Land Office					
Hazard Mitigation Plan Grant	14.218	22-130-058-E524	-	52,525	52,525
Total Passed Through Texas General Land Office			-	52,525	52,525
TOTAL U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT			2,330,930	233,755	2,564,685
U.S. DEPARTMENT OF JUSTICE					
Direct Programs					
Equitable Sharing Program	16.922	TX2460000 410411	-	72,543	72,543
Total Direct Programs			-	72,543	72,543
Passed Through University of Texas at Austin					
Step Up Grant	16.540	2020-JX-FX-K003	-	93,796	93,796
Step Up Grant	16.540	15PJDP-21-GK-04689-MUMU	-	74,351	74,351
Total Passed through University of Texas at Austin			-	168,147	168,147

The Notes to the Schedule of Expenditures of Federal and State Awards are an integral part of this statement.

Williamson County, Texas

Schedule of Expenditures of Federal and State Awards – Continued
For the Fiscal Year Ended September 30, 2024

Federal Grantor/ Pass Through Grantor Program Title	Federal Assistance Listing Number	Grant or Identifying Number	Pass-Through to Non-State Entities	Expenditures Direct	Expenditures Total
FEDERAL AWARDS					
U.S. DEPARTMENT OF JUSTICE (continued)					
Passed Through Office of Justice Programs					
State Alien Assistance Program (SCAAP)	16.606	15PBJA-23-RR-05909-SCAA	$ -	$ 156,779	$ 156,779
Wilco Veterans Court Enhancement Grant	16.585	2020-VC-BX-0093	-	24,829	24,829
Wilco DWI Court Enhancement Grant	16.585	2020-MU-BX-0103	-	24,623	24,623
Total ALN 16.585				49,452	49,452
Wilco Transformative Justice	16.838	15PBJA-22-GK-04587-MUMU	-	352,667	352,667
Family Drug Court Grant	16.838	15PJDP-21-GG-04528-COAP	-	166,120	166,120
Total ALN 16.838				518,787	518,787
Edward Byrne Memorial Justice Assistance Grant Program-JAG Grants	16.738	15PBJA-23-GG-03800-JAGX	-	3,127	3,127
Total Passed through Office of Justice Programs			-	728,145	728,145
TOTAL U.S. DEPARTMENT OF JUSTICE			-	968,835	968,835
U.S. DEPARTMENT OF TRANSPORTATION					
Passed Through Texas Department of Transportation					
Highway Planning & Construction					
FM3349-US 79 Interchange	20.205	3486-01-008	-	6,303,868	6,303,868
FM3349-US 79 Interchange	20.205	0204-02-034	-	-	-
RM2243 from US 183A to IH-35	20.205	2103-01-038	-	50,857	50,857
Total Highway Planning & Construction			-	6,354,725	6,354,725
Total Passed Through Texas Department of Transportation			-	6,354,725	6,354,725
TOTAL U.S. DEPARTMENT OF TRANSPORTATION			-	6,354,725	6,354,725
U.S. DEPARTMENT OF TREASURY					
Direct Programs					
Equitable Sharing Program	21.016	TX2460000 410412	-	19,660	19,660
COVID 19- Coronavirus State and Local Fiscal Recovery Funds	21.027	NA	13,892,047	5,456,257	19,348,304
Passed Through Office Of Court Administration					
OCA ARPA	21.027	NA	-	201,386	201,386
Total ALN 21.027			13,892,047	5,657,643	19,549,690
TOTAL U.S. DEPARTMENT OF TREASURY			13,892,047	5,677,303	19,569,350
TOTAL EXPENDITURES OF FEDERAL AWARDS			$ 16,222,977	$ 13,573,489	$ 29,796,466
STATE AWARDS					
CAPITOL AREA TRAUMA REGIONAL					
Direct Programs					
EMS Workforce Recruitment		NA	$ -	$ 107,199	$ 107,199
Total Direct Programs			-	107,199	107,199
TOTAL CAPITOL AREA TRAUMA REGIONAL			-	107,199	107,199
OFFICE OF THE ATTORNEY GENERAL					
Direct Programs					
2024 Texas Vine Program		C-01194	-	30,285	30,285
Total Direct Programs			-	30,285	30,285

The Notes to the Schedule of Expenditures of Federal and State Awards are an integral part of this statement.

Williamson County, Texas

Schedule of Expenditures of Federal and State Awards – Continued
For the Fiscal Year Ended September 30, 2024

State Grantor/ Pass Through Grantor Program Title	Federal Assistance Listing Number	Grant or Identifying Number	Pass-Through to Non-State Entities	Expenditures Direct	Expenditures Total
STATE AWARDS					
OFFICE OF THE GOVERNOR					
Passed Through Criminal Justice Division					
2024 The Purpose Project Grant		2024-SF-ST-0015	$ -	$ 12,000	$ 12,000
2024 Special Victims Unit Felony Prosecutor Grant		15JOVW-23-GG-00603-MUMU	-	57,688	57,688
Total Passed Through Criminal Justice Division			-	69,688	69,688
TOTAL OFFICE OF THE GOVERNOR			-	69,688	69,688
TEXAS WATER DEVELOPMENT BOARD					
Direct Programs					
Flood Plain Grant		G1001290	-	38,709.0	38,709.0
Total Direct Programs			-	38,709	38,709
TOTAL TEXAS WATER DEVELOPMENT BOARD			-	38,709	38,709
TEXAS PARKS AND WILDLIFE DEPARTMENT					
Direct Programs					
Go Program		52-2421	-	13,363	13,363
Total Direct Programs			-	13,363	13,363
TOTAL TEXAS PARKS AND WILDLIFE DEPARTMENT			-	13,363	13,363
TEXAS INDIGENT DEFENSE COMMISSION					
Direct Programs					
Texas Indigent Defense Formula Grant		212-24-246	-	242,468	242,468
Total Direct Programs			-	242,468	242,468
TOTAL TEXAS INDIGENT DEFENSE COMMISSION			-	242,468	242,468
TEXAS VETERANS COMMISSION					
Direct Programs					
Veteran Treatment Court		R-2022-06006	-	162,615	162,615
General Assistance Program		G-2022-18116	-	120,124	120,124
Veteran Treatment Court		R-2024-2018005178	-	44,223	44,223
Veteran Treatment Court		R-2024-2018005187	-	46,243	46,243
Total Direct Programs			-	373,205	373,205
TOTAL TEXAS VETERANS COMMISSION			-	373,205	373,205
TOTAL EXPENDITURES OF STATE AWARDS			$ -	$ 874,917	$ 874,917

The Notes to the Schedule of Expenditures of Federal and State Awards are an integral part of this statement.

Note 1. General

The accompanying schedule of expenditures of federal and state awards presents the activity of all applicable federal and state awards of Williamson County, Texas (the County). The County's reporting entity is defined in Note 1 to the County's financial statements. Federal and state awards received directly from federal and state agencies as well as federal and state awards passed through other government agencies are included in the respective schedule. Negative amounts shown in the schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures.

Note 2. Basis of Accounting

The accompanying schedule of expenditures of federal and state awards is presented using the modified accrual basis of accounting. Expenditures are recognized when the related fund liability is incurred. Federal grants are considered to be earned to the extent of expenditures made under the provisions of the grant and, accordingly, when such funds are received they are recorded as deferred revenue until earned.

Note 3. Relationship to Federal Financial Reports

Grant expenditure reports as of September 30, 2024, which have been submitted to grantor agencies will, in some cases, differ slightly from amounts disclosed herein. The reports prepared for grantor agencies are typically prepared at a later date and often reflect refined estimates of year-end accruals. The reports will agree at termination of the grant as the discrepancies noted are timing differences.

Note 4. Indirect Cost Rate

The County has not elected to use the 10% de minimis indirect cost rate allowed under the Uniform Guidance.



Williamson County, Texas

Popular Annual Financial Report
Fiscal Year End September 30, 2024

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The Popular Annual Financial Report (PAFR) provides a less technical discussion of County finances by providing important financial data that presents a brief explanation on where the county-wide resources come from, how those dollars are spent, and how those transactions benefit the citizens.

The PAFR is generated using the financial information taken from the 2024 Annual Comprehensive Financial Report (ACFR) that was audited by Weaver and Tidwell, LLP with an unmodified opinion. An unmodified opinion indicates the financial statements are prepared according to Generally Accepted Accounting Principals (GAAP) and are free from material misstatements concerning the overall financial position of the County.

Photography Credits: Parks, EMS, SO, and HNTB

Message from the County Auditor

Dear Citizens of Williamson County,

It is my pleasure to present the Popular Annual Financial Report (PAFR) for the fiscal year ended September 30, 2024, which highlights the Williamson County Conservation Foundation. This financial summary includes discussions of County initiatives and trends in the local economy. The document provides important financial data that presents a brief explanation on where the county-wide resources come from, how those dollars are spent and how those transactions benefit the citizens.

Williamson County is home to several endemic species that do not exist anywhere else in the world. The Williamson County Conservation Foundation was established in an effort to facilitate compliance with the Endangered Species Act. Please read on to learn more about the Foundation's success and value.

The County continues to experience major job growth, proliferation of business, and residential development. Williamson County's population was 697,191 in 2023 and over the last year, had the tenth largest population growth for counties in the United States. Williamson County's growth has been fueled by its location on the I-35 corridor and close access to Austin, Texas. The tech sector has become the primary driver of jobs in the region. Some of the largest employers in the area now include Samsung, Tesla, Amazon, and Apple. Samsung has continued construction on a $17 billion semiconductor factory. The six million square foot plant is scheduled to begin operations in 2026. The County's unemployment rate was 3.6% in both September 2023 and 2024, remaining steadily low throughout the year and lower than the 4.1% uneployment rate for Texas as of September 2024.

Taxable Assessed Valuation (TAV) growth has been solid, spurred by affordable home prices and ample developable land which fuels property tax revenue growth. In fiscal year 2024 TAV grew 10.1%. The AAA credit rating that Williamson County continues to maintain provides further assurances that Williamson County is a great steward of our citizen's money.

This report is not intended to replace the Annual Comprehensive Financial report (ACFR); the function of this report is to provide a readable and understandable format regarding the County's finances. Both the ACFR and PAFR are available on our website: https://wilco.mygovcenter.com/cms/cms?id=82. I invite you to share any questions, concerns, feedback or recommendations you may have by emailing julie.kiley@wilcotx.gov.

Respectfully submitted,

Julie M. Kiley

Julie M. Kiley, CPA
Williamson County Auditor



County Government

County Judge



Commissioner PCT 1



Commissioner PCT 2



Commissioner PCT 3



Commissioner PCT 4



Williamson County
Elected Officials *

Donna King	Judge, 26th Judicial District Court
Stacey Mathews	Judge, 277th Judicial District Court
Sarah Bruchmiller	Judge, 368th Judicial District Court
Ryan D. Larson	Judge, 395th Judicial District Court
Betsy Lambeth	Judge, 425th Judicial District Court
Terence M. Davis	Judge, 480th Judicial District Court
Bill Gravell, Jr.	County Judge
Terry Cook	Commissioner, Precinct 1
Cynthia Long	Commissioner, Precinct 2
Valerie Covey	Commissioner, Precinct 3
Russ Boles	Commissioner, Precinct 4
Mickey Chance	Constable, Precinct 1
Jeff Anderson	Constable, Precinct 2
Matthew Lindemann	Constable, Precinct 3
Paul Leal	Constable, Precinct 4
Doyle "Dee" Hobbs	County Attorney
Nancy Rister	County Clerk
Brandy Hallford	Judge, County Court at Law No. 1
Laura Barker	Judge, County Court at Law No. 2
Doug Arnold	Judge, County Court at Law No. 3
John B. McMaster	Judge, County Court at Law No. 4
Will Ward	Judge, County Court at Law No. 5
Shawn Dick	District Attorney
Lisa David	District Clerk
KT Musselman	Justice of the Peace, Precinct 1
Angela Williams	Justice of the Peace, Precinct 2
Evelyn McLean	Justice of the Peace, Precinct 3
Rhonda Redden	Justice of the Peace, Precinct 4
Mike Gleason	Sheriff
Larry Gaddes	Tax Assessor/Collector

* As of September 30, 2024

Property Tax and Trend

Debt Service Fund

The Debt Service Fund is used to account for the accumulation of resources for, and payment of, general long-term debt (principal, interest, and issuance costs).

Road & Bridge Fund

The Road and Bridge Fund is a special revenue fund used to account for money received from taxes, vehicle registration, and rebates from the State of Texas. Expenditures in the fund are utilized for maintenance and construction of county roads and bridges.

The tables to the right provide the revenues, expenditures, and ending fund balance over the past three years for both the Debt Service Fund and Road and Bridge Fund

Debt Service Fund - $M	2024	2023	2022
Revenue	$162.49	$144.85	$139.62
Expenditures	$168.23	$163.58	$151.43
Excess (deficiency) of Revenue & Expenses	$ (5.74)	$ (18.73)	$ (11.80)
Other financing sources (uses)	$ 6.28	$ 21.02	$ 12.29
Net Change in Fund Balance	$ 0.54	$ 2.29	$ 0.48
Beginning Fund Balance	$ 10.38	$ 8.08	$ 7.60
Ending Fund Balance	$ 10.92	$ 10.37	$ 8.08

Road & Bridge Special Revenue Fund - $M	2024	2023	2022
Revenue	$ 68.33	$ 53.64	$44.26
Expenditures	$ 37.97	$ 33.69	$30.94
Excess (deficiency) of Revenue & Expenses	$ 30.36	$ 19.95	$13.33
Other financing sources (uses)	$(20.22)	$(15.80)	$ (8.19)
Net Change in Fund Balance	$ 10.14	$ 4.15	$ 5.13
Beginning Fund Balance	$ 33.10	$ 28.95	$23.82
Ending Fund Balance	$ 43.24	$ 33.10	$28.95



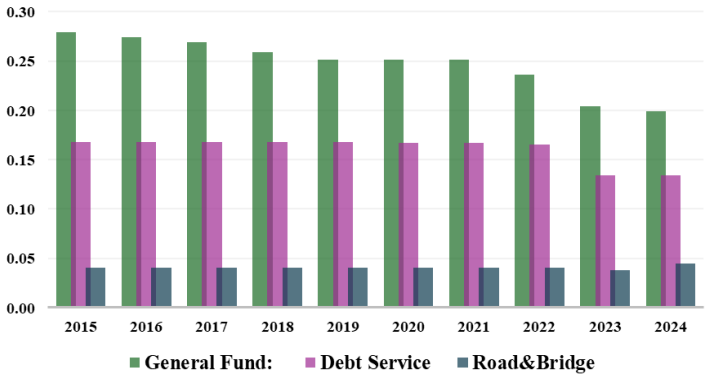
Beck Sewer Cave

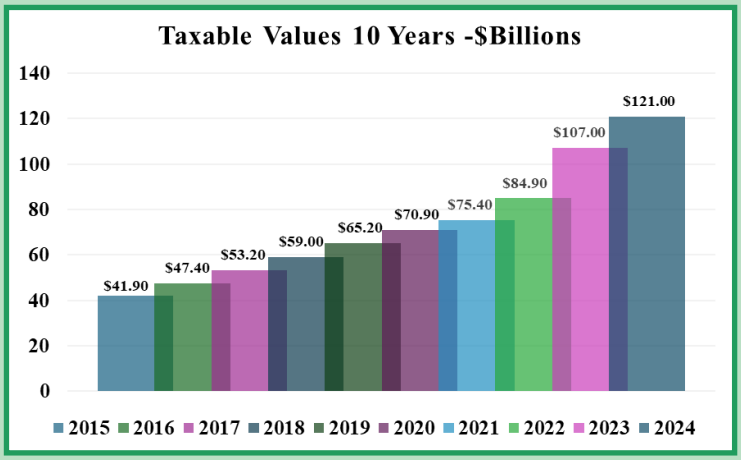
Williamson County Tax Rate

The 2024 tax rate is $0.377445 per $100 value and broken down as follows:

*General Fund - $0.199216
*Debt Service - $0.133900
*Road and Bridge - $0.044329

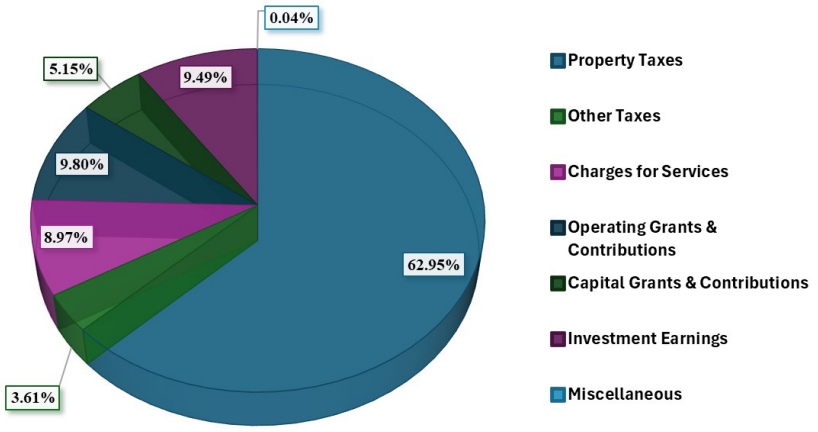
The graphs below reflect the taxable values and changes in tax rates by each source since 2015.





Financial Trend Summary

GOVERNMENTAL REVENUE BY SOURCE







How Your Tax Dollars Are Spent:

Total Expenses for FY 2024: $517,528,816

General Government	Public Safety	Transportation	Judicial Services
23.22%	28.49%	21.20%	7.99%

Community Services	Conservation	Long-Term Debt
11.47%	.14%	7.49%

Wilco Services Statistics

	2024	2023	2022
Function/Program			
County Employees	1,950	1,904	1,853
General Government			
Number of A/P checks issued	8,102	7,961	7,781
Number of outgoing A/P wires	145	173	201
Number of invoices processed	40,713	39,165	30,189
Number of Pcard charges	15,819	14,507	13,466
Number of electronic payments	7,640	7,097	6,138
Judicial			
Hot Check Cases			
Number of Checks Processed	40	101	67
Number of Theft by Check Cases Filed	54	98	4



Wilco Public Safety Statistics

	2024	2023	2022
Number of 911 Calls Received	112,229	158,748	119,259
EMS 911 Runs	31,460	37,364	33,710
EMS Transfers Runs	855	776	844
Number of Total EMS Runs	32,315	38,140	34,554
Average EMS Response Time in Mins.	10:17	10:59	9:40
Average Jail Daily Population	582	585	620
Jail Bookings	10,747	10,387	9,354
Jail Releases	10,710	10,660	9,309
Jail Inmates at 9/30	640	594	617
Violations Report by Sheriff's Office	9,749	11,077	7,564
Annual Fire Inspections	158	2,039	1,573
Fire Investigations	35	35	40





Wilco Community Statistics

	2024	2023	2022
Participants Sports Field Usage	121,874	104,861	102,578
Parks Dept Reservations	16,036	10,416	7,507
Rides of Miniature Train	32,612	36,459	41,768

Government-Wide Statements



Coffin Cave

Williamson County Financial Activity Statement			
General Revenue	**2024**	**2023**	**2022**
Property Taxes:			
Levied for general purposes	$ 217,056,989	$ 196,965,239	$ 181,421,949
Levied for road & bridge	$ 54,344,042	$ 41,539,986	$ 34,399,660
Levied for debt service	$ 187,332,313	$ 167,188,852	$ 161,656,245
Other taxes	$ 26,304,520	$ 24,543,802	$ 21,774,138
Charges for Services	$ 65,340,902	$ 67,341,318	$ 66,871,959
Operating grants & contributions	$ 71,405,749	$ 66,147,266	$ 56,632,343
Capital grants & contributions	$ 37,521,246	$ 78,721,735	$ 137,008,334
Investment earnings	$ 69,128,101	$ 50,115,081	$ (11,761,190)
Miscellaneous	$ 318,241	$ 341,160	$ 577,475
Total Revenue	**$ 728,752,103**	**$ 692,904,439**	**$ 648,580,913**
Expenses			
General Government	$ 120,176,434	$ 94,990,584	$ 95,241,179
Public Safety	$ 147,418,771	$ 168,344,228	$ 109,407,176
Transportation Support	$ 109,699,020	$ 122,432,160	$ 89,819,635
Judicial	$ 41,353,084	$ 44,515,813	$ 32,902,982
Community Services	$ 59,390,503	$ 49,864,644	$ 45,197,557
Conservation	$ 728,476	$ 684,354	$ 740,997
Interest on long-term debt	$ 38,762,528	$ 31,286,522	$ 32,446,311
Total Expenses	**$ 517,528,816**	**$ 512,118,305**	**$ 405,755,837**
Monies Received over Services Rendered	**$ 211,223,287**	**$ 180,786,134**	**$ 242,825,076**



Frozen Waterfall in Cobb's Cavern

Government-Wide Statements are designed to provide readers with a broad overview of Williamson County's finances in a manner similar to a private sector business. Both the Statement of Activities and Statement of Net position are presented in the Government-Wide Statements.

Statement of Activities presents information demonstrating how the County's net position changed during the current fiscal year. All changes in net position are reported shortly after the underlying event occurs regardless of the timing of related cash flows.

Fund Accounting

Fund Accounting groups revenue received into related accounts to maintain control over resources that have been segregated for specific activities. The County, like other State and Local Governments, uses fund accounting to ensure compliance with finance-related requirements. All funds of the County can be divided into three categories:

Governmental Funds are used to account for essentially the same functions as government-wide. However, the main function for governmental funds is to focus on near-term inflows and outflows of available resources as well as unencumbered balances at the end of the fiscal year. Williamson County maintains 58 governmental funds.

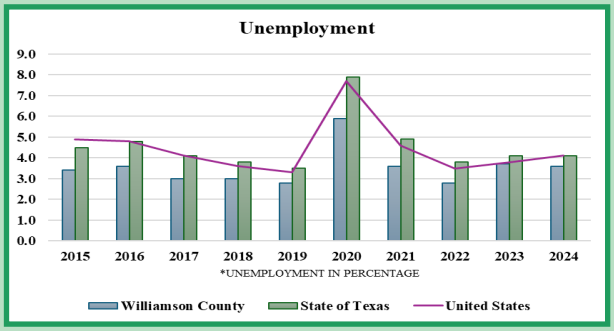
Proprietary Funds are used to accumulate and allocate costs internally among the County's various functions. The only type of proprietary funds maintained by the County is Internal Service Funds, which includes the Fleet Maintenance Fund and the Benefits Fund.

Fiduciary Funds are used to account for resources held for the benefit of parties outside the County.

Statement of Revenues, Expenditures and Changes in Fund Balance - General Fund

	2024	2023	2022
Revenue			
Taxes	$ 242,388,952	$ 222,043,939	$ 202,549,557
Fees of Office	$ 18,876,846	$ 18,195,641	$ 18,476,363
Fines & Forfeitures	$ 2,537,852	$ 1,952,559	$ 1,609,602
Intergovernmental	$ 3,002,807	$ 2,607,870	$ 1,988,137
Charges for Services	$ 22,629,827	$ 18,952,568	$ 18,234,562
Investment Income & Other	$ 20,449,887	$ 14,556,019	$ (2,531,080)
Miscellaneous	$ 1,276,400	$ 780,634	$ 1,729,832
Total Revenue	$ 311,162,571	$ 279,089,230	$ 242,056,973
Expenditures			
Current:			
General Government	$ 81,084,528	$ 73,142,592	$ 54,156,928
Public Safety	$ 124,523,013	$ 117,137,875	$ 102,380,136
Judicial	$ 38,230,173	$ 35,552,095	$ 31,073,275
Community Services	$ 15,145,786	$ 13,197,429	$ 13,660,479
Debt Service:			
Principal	$ -	$ -	$ -
Interest and other charges	$ 102,769	$ 98,620	$ 1,679
Capital Outlay	$ 5,645,770	$ 2,610,874	$ 2,521,081
Total Expenditures	$ 264,732,039	$ 241,739,485	$ 203,793,578
Excess of Revenues over Expenditures	$ 46,430,532	$ 37,349,745	$ 38,263,395
Other Financing Sources (Uses)			
Proceeds from Sale of Capital Assets	$ 144,154	$ 98,192	$ 100,762
Proceeds from Subscription Liabilities	$ -	$ 5,426,752	$ -
Proceeds from Lease	$ -	$ 159,860	$ 257,959
Transfers In	$ 1,020	$ 1,590	$ 117,242
Transfers Out	$ (11,384,452)	$ (16,567,867)	$ (30,477,567)
Total Other Financing Sources (Uses)	$ (11,239,278)	$ (10,881,473)	$ (30,001,604)
Net Change in Fund Balances	$ 35,191,254	$ 26,468,272	$ 8,261,791
Fund Balance, Beginning	$ 202,556,971	$ 176,088,699	$ 167,826,908
Fund Balance, Ending	$ 237,748,225	$ 202,556,971	$ 176,088,699

Ranking	Top 10 Employers	No. of Employees
1	Dell Computer	12,000
2	Apple, Inc	7,000
3	H-E-B, LP	7,000
4	Round Rock ISD	6,341
5	Leander ISD	5,589
6	Georgetown ISD	2,000
7	Williamson County	1,950
8	St. David's Round Rock Medical Center	1,300
9	Kalahari Resorts & Conventions	1,200
10	City of Round Rock	1,130





Armadillo on the Brushy Creek Regional Trail

Statement of Net Position

Williamson County	2024	2023	2022
Assets			
Current Assets	$ 1,356,363,470	$ 1,148,122,593	$ 1,142,279,920
Capital Assets	$ 1,769,545,158	$ 1,564,303,000	$ 1,322,064,178
Total Assets	$ 3,125,908,628	$ 2,712,425,593	$ 2,464,344,098
Deferred Outflows of Resources	$ 40,740,114	$ 57,440,606	$ 51,586,886
Total Deferred Outflows of Resources	$ 40,740,114	$ 57,440,606	$ 51,586,886
Liabilities			
Current Liabilities	$ 174,945,965	$ 180,052,957	$ 179,870,591
Noncurrent Liabilities	$ 1,634,716,529	$ 1,440,506,214	$ 1,298,827,821
Total Liabilities	$ 1,809,662,494	$ 1,620,559,171	$ 1,478,698,412
Deferred Inflows of Resources	$ 13,665,266	$ 17,209,333	$ 85,921,011
Total Deferred Inflows of Resources	$ 13,665,266	$ 17,209,333	$ 85,921,011
Net Position			
Net Investment in Capital Assets	$ 1,331,729,835	$ 1,209,223,449	$ 1,001,153,598
Restricted	$ 871,723,729	$ 700,591,876	$ 699,215,634
Unrestricted	$ (860,132,582)	$ (777,717,630)	$ (749,057,671)
Total Net Position	$ 1,343,320,982	$ 1,132,097,695	$ 951,311,561





The ***Statement of Net Position*** presents information on all of the County's assets and liabilities. The difference between the assets and liabilities are reported as the net position. The Statement of Net Position is comprised of the following:

* **Capital Assets** represent the value of assets less depreciation and the associated outstanding debt incurred to purchase an asset.
* **Restricted Assets** are cash or other valuable assets put aside for a specific purpose.
* **Unrestricted Net Assets** are items that do not have to be held for specific reasons.
* **Deferred Outflows of Resources** are the consumption of net assets applied to a future reporting period.
* **Deferred Inflows of Resources** are the purchase of net assets by government that is applied to a future reporting period.

Over time, increases and decreases in net position may serve as a useful indicator of whether the financial position of Williamson County is improving or deteriorating. In 2024, total net position increased by $211.2 million compared to 2023 due to capital contributions and property taxes. Capital assets increased by $205.2 million because of ongoing county road improvements, right of way purchases, and equipment purchases. The acceptance of several new subdivisions contributed to this increase. Noncurrent liabilities increased by $194.2 million. This increase in 2024 is due to the issuance of $141.6 million in unlimited tax road bonds and $152.1 million in limited tax notes.

Debt and Bond Activity

Pass-Through Toll Revenue
In 2011, Williamson County signed a second Pass-Through agreement with Texas Department of Transportation (TxDOT) for the construction of northbound frontage roads and ramps on IH-35 in Georgetown. TxDOT will reimburse a maximum of $12,096,700. The reimbursement from TxDOT is based on a calculation of $0.07 per vehicle mile traveled; no more than $1,099,700 will be reimbursed annually on the completed project. The amount received to date is $8,658,890.35.

Refunded and Defeased Debt
In September 2024, the County redeemed and defeased $10.1 million of the 2015 Unlimited Tax Road Bonds and $9.7 million of the 2015 Certificate of Obligations. $20.0 million of debt service was deposited in an escrow account. This amount included $19.8 million in principal and the remainder in interest. The debt defeasance resulted in savings of $2.4 million in interest payments over the next five years. There were no refundings in fiscal year 2024. Since 2004, Williamson County has saved more than $103.4 million due to refinancing debt and has defeased a par value of $196.3 million for a savings of $95.2 million.

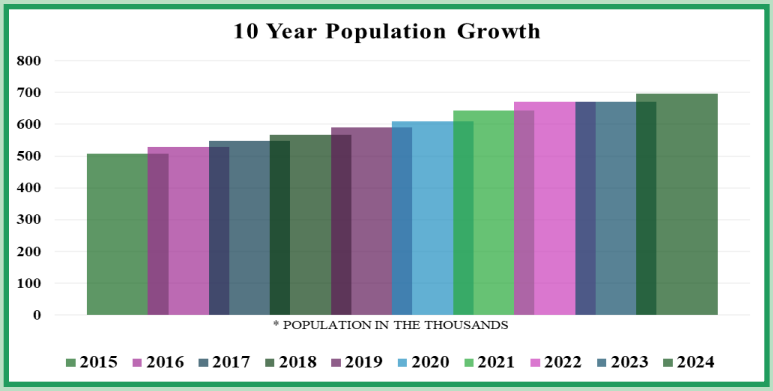
Tax Anticipation Note (TAN)
In April 2024, Williamson County issued a Tax Anticipation Note (TAN) in the amount of $152.1M. The TAN is a short-term debt security issued by a government. Williamson County issued the TAN to pay for specific projects specifically right of way and roadway improvements.

Voter Approved Bonds
On November 2, 2023, Williamson County voters approved $825 million in road bonds and $59 million in park bonds. In April 2024, Williamson County issued $141.6 million of the voter approved bonds.


Coyote at Cobb's Cavern


River Otter


Bobcat at Cobb's Cavern



Ranking	Top 10 Taxpayers	Value in $M
1	City of Round Rock	$ 547.78
2	Dell Computer Holdings LP	$ 468.51
3	Samsung Austin Semiconductor LLC	$ 424.40
4	Oncor Electric Delivery Company	$ 381.17
5	Apple Inc.	$ 345.00
6	BRI 1869 Parmer LLC	$ 291.29
7	Citicorp North America	$ 271.24
8	Atmos Energy/Mid-Tex Distribution	$ 235.26
9	Texas Essential Housing Public Facility Corporation	$ 230.73
10	Property Reserve Inc.	$ 169.51

Major Capital Projects

Major Capital Projects
Annual Expenditures FY 2024

Project Name	$ M	Type
Ronald Reagan Widening (SH 29 to FM 3405)	$ 4.1	Road
Juvenile Justice Center-Additional Detention	$ 4.1	Building
Liberty Hill (SH 29) Bypass (RM 1869 to CR 279)	$ 8.1	Road
CR 366 Widening	$ 10.1	Road
Administration Building	$ 12.5	Building
Corridor H/Sam Bass Rd	$ 13.8	Road
Corridor C/SH29 Bypass	$ 25.9	Road
FM 3349 at US 79 Interchange	$ 33.5	Road
RM 2243 Realignment	$ 37.4	Road



Ronald Reagan Widening



Cobb's Cavern

"Williamson County has a long history of supporting listed species while providing a pathway for responsible growth and species' preservation."
- Commissioner Valerie Covey



FM 3349



Shaman Cave



Bat Well Cave



SH29



Corridor C SH29

Wilco Transportation Statistics

	2024	2023	2022
Roadway Resurfacing (CL Miles)	132	127	117
Asphalt Patches Applied (Tons)	23,587	22,614	14,380
Culvert Replacement & Maintenance	70	37	30
Mowing/Vegetation Control (Miles)	3,694	4,091	5,758
Signage Replacement (Each)	2,536	2,006	2,193

Williamson County Conservation Foundation

Did you know Williamson County is home to several endemic species, or species that do not exist anywhere else in the world?

Established in December 2002, The Williamson County Habitat Conservation Plan has conserved over 2,000 acres containing 52 caves and over 1,000 acres of golden-cheeked warbler habitat. The foundation has facilitated the Endangered Species Act compliance for over 13,000 acres of land in the County.



Golden-Cheeked Warbler



Black-Capped Viero

The Williamson County Conservation Foundation currently protects four species.

* Inner Space Cavern Mold Beetle/ The Coffin Cave Beetle (*Batrisodes texanus)*
* Bone Cave Harvestman (*Texella reyesi*)
* Golden-Cheeked Warbler (*Setophaga chrysoparia*)
* Black-Capped Viero (*Viero atricappilla*)

Not only are the Williamson County preserves home to endemic species, but other species can be found on the grounds such as cottontails, coyotes, bobcats, eastern patched-nose snakes, and greater roadrunners.



Bone Cave Harvestman



Coffin Cave Beetle



Dr. Benjamin Tuggle celebrates with Williamson County Commissioners Lisa Birkman, Cynthia Long, and Valerie Covey on granting of a 4(d) Special Rule protecting the Georgetown Salamander.

What is the next project/goal for The Williamson County Conservation Foundation?

The Williamson County Conservation Foundation is seeking to add seven additional species to the Regional Habitat Conservation Plan.



Salado Salamander

What are the seven species?

* Dragonfly Cave Mold Bettle (Batrisodes cryptotexanus)
* Tooth Cave Spider (Tayshaneta myopica)
* Salado Salamander (Eurycea chisholmensis)
* Georgetown Salamander (Eurycea nafraugia)
* Jollyville Plateau Salamander (Eurycea tonkawae)
* Tricolored Bat (Perimyotis subflavus)
* Monarch Butterfly (Danaus plexippus)

The seven species listed above are currently listed as endangered, threatened, or proposed threatened.



Tricolored Bat

What does endangered, threatened, and proposed threatened mean?

Endangered - species that are likely to become extinct.
Threatened - species that are vulnerable to extinction.
Proposed Threatened/Endangered - species awaiting rulemaking by the US Fish & Wildlife Service.



Greater RoadRunner



Eastern Patched-Nose Snake

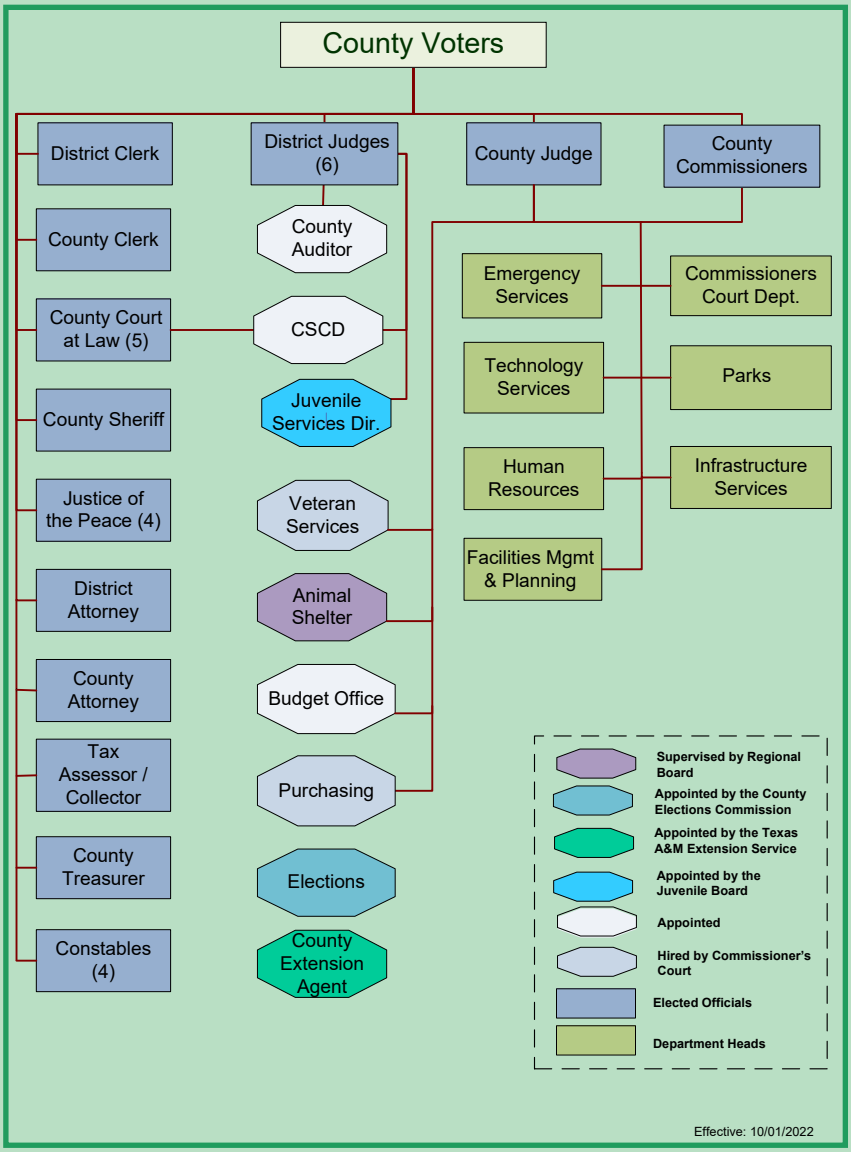


Monarch Butterfly

Special thanks to The Williamson County Conservation Foundation for providing pictures and information on the foundation.

For futher information on The Williamson County Conservation Foundation and volunteer opportunities visit https://www.wilcotx.gov/275/Conservation-Foundation.

Williamson County Highlights





2024 GFOA Distinguished Budget Presentation Award



2024 "I Voted" sticker contest Winner



Wilco EMS receives American Heart Association's Mission: Lifeline Gold Plus Award



Forested Lowland at Hidden Springs Preserve



2024 Gold Bell Seal for Workplace Mental Health by Mental Health America (MHA)

County Auditor's Office

County Auditor - Julie M. Kiley, CPA

First Assistant County Auditor - Jalyn Morris, CIA, CFE

Financial Accounting:

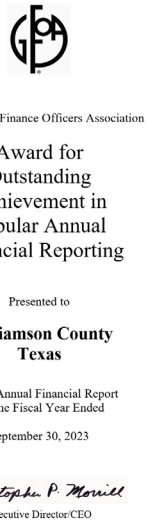
Financial Director - Ganae Hempe, CPA, CFE
Assistant Financial Director - Pam Navarrette
Senior Accountant - Kevin Hawlik, CPA
Accountant II - Andrea Bigon, Karen Knightstep
Accountant I - Reagen Radicke, Arthur Davila
Accounting Specialist - Kelli Seshiki
Accounts Payable Manager - Belinda Chapa
Accounts Payable Lead - Leticia Gomez
Accounts Payable Auditor - Lisa Besler,
Shari Carlson, Teri Clough, Angella Faris,
Annette Flores, Nancy Schiller, Miranda Stubbs

Payroll/Operations Manager - Nathan Zinsmeyer
Payroll Lead - Diane Ostolaza
Payroll Specialist - Arcelia Kent
Payroll/AP Auditor - Donna Black

Internal Audit:
Contract Auditor - Sara Greer, CGAP
Senior Internal Auditor - Michael Hansen, CGAP
Internal Auditor II - Shari Champion, Lind Sumner
Internal Auditor I - Bradley Power, Riley Purcell

For fiscal year ended September 30, 2023, the Governmental Finance Offices Association of the United States and Canada (GFOA) has given an Award of Outstanding Achievement in Popular Annual Financial Reporting (PAFR) to Williamson County for the 18th consecutive year.

In order to receive an Award of Oustanding Achievement in Popular Annual Financial Reporting, a government unit must publish a PAFR whose contents conform to program standards of creativity, presentation, understandability, and reader appeal. We believe our current report continues to conform to the PAFR requirements, and we are submitting the current year report to GFOA.



Government Finance Officers Association

Award for
Outstanding
Achievement in
Popular Annual
Financial Reporting

Presented to

Williamson County
Texas

For its Annual Financial Report
For the Fiscal Year Ended

September 30, 2023

Christopher P. Morrill
Executive Director/CEO

Assets-What the County owns (cash, investments, property, equipment, vehicles, etc.)
Bonds-A debt security in which the issuer is obligated to repay the principal and interest at a specified payment date.
Capital Outlay-Funds spent to purchase or construct buildings, machinery and equipments, vehicles, etc.
Expenditures-Acquistion of goods and services intended to create future benefits such as infrastructure improvements.
Fund Balance-Fund equity for government funds which reflects the accumulated excess of revenues and other financing sources over expenditures and other financing uses.

Liabilities-Future spending of revenue as a result of past transactions and other past events.
Net Position-The difference between assets plus deferred outflows of resources and liabilities plus deferred inflows of resources.
Noncurrent Liability-Includes items such as bonds, loans, pension contribution, and other obligations due more than one year in the future.
Revenue-Money received by the government through collections of property taxes, fees of offices, charges for services, payments from other governmental entities, donations, and investments earnings.



Williamson County, Texas
Office of the County Auditor
Popular Annual Financial Report
September 30, 2024
710 S. Main Street, Suite 301
Georgetown, Texas 78626

Commissioners Court - Regular Session **59.**

Meeting Date: 04/15/2025

2019 Park 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 Park Bond Transfer to move $8,136 from P550 (non-departmental) to P559 (Berry Springs Amenities).

Background

This transfer is necessary to cover a purchase order for restroom renovations at Berry Springs.

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	04/10/2025 08:49 AM
Form Started By: Karen Knightstep		Started On: 04/09/2025 03:52 PM
Final Approval Date: 04/10/2025		

Commissioners Court - Regular Session **60.**

Meeting Date: 04/15/2025

Request to apply for FEMA Hazard Mitigation Program to fund two warning sirens

Submitted For: Bruce Clements **Submitted By:** Damaris Morales, Emergency Services Dept.

Department: Emergency Services Dept.

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a request from the Office of Emergency Management to apply for FEMA Hazard Mitigration Grant Program to fund warning/tornado sirents for the cities of Weir and Granger.

Background

The Office of Emergency Management is requesting approval to apply to the FEMA Hazard Mitigation Grant Program on behalf of the cities of Weir and Granger to purchase warning/tornado sirens. This will increase our public alerting capability and make the communities safer. This will be at no cost to the county. 75% of the siren cost will be covered by FEMA and 25% of the siren cost and grant writing fees by each city. The MOU's for each city have been revised by legal and the City of Weir approved it during their City Council meeting on 04-10-25. The City of Granger will be discussing it at their City Council meeting on Monday 04-14-25.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Grants Management Request Form
Resolution to Apply Granger
Resolution to Apply Weir
MOU Resolution - City of Granger
MOU Resolution - City of Weir
MOU Wilco - Weir Signed
MOU Draft Wilco - Granger Unsigned

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/10/2025 12:11 PM
Form Started By: Damaris Morales		Started On: 04/10/2025 11:14 AM
Final Approval Date: 04/10/2025		

Grant Title/Project Name:	FEMA Hazard Mitigation Grant Program/Emergency Warning Systems for Granger and Weir
Department:	Office of Emergency Management
Requestor:	Bruce Clements
Contact Email:	bruce.clements@wilco.org
Contact Phone Number:	bruce.clements@wilco.org
Start Date:	3/28/2025
End Date:	3/28/2028
Please select request category:	Asset
Describe the purpose of the grant in detail to include all requirements.	Apply to the FEMA Hazard Mitigation Grant Program to fund 2 warning sirens; one for the City of Granger and one for the City of Weir. Neither city currenlty has a functioning warning system in place. Given the growth in both Citys and the lack of a reliable warning systems, we are proposing to install emergency siren warning systems with a common control locations to warn the residents of impending hazardous conditions. The project will include project and grant management costs including recordkeeping, notice of award/contract execution, kickoff meeting, start-up docs, establish file, maintain records, progress meetings, reimbursement/financial management, quarterly reporting, closeout/project completion; Environmental Assessments (EAs); Large medium range omni-directional warning sirens; ac/dc back up battery system with run time up to 30 minutes; Radio Decoder/Telephone decoder programmable, multi signal format, Weatherprood Cabinet and antenna, installation; 45' to 50' wooden pole; and the hardware needed to mount the siren to the 50' wooden pole.
Select the type of grant your department is applying for:	Federal
What is the amount of the grant?	$103,000.00
Please provide a breakdown of the total cost above.	Granger Warning System Total Cost = $51,500 (Federal = $38,625; City of Granger = $12,875; Williamson County = $0). Weir Warning System Total Cost = $51,500 (Federal = $38,625; City of Weir= $12,875; Williamson County = $0). Total Project Cost = $103,000 (Federal = $77,250; Citys = 25,750; Williamson County = $0).
Is there a match requirement?	Yes
What is the source of the match?	Each City will cover their portion of the 25% match. There is no direct cost to Williamson County.
Does the grant cover the cost of the request 100%?	Yes
If not, how much is left unpaid?	

What is the plan to obtain grants/funds for the remaining amount?	
List other similar assets in the County and/or region and if they are available for use?	N/A
How is this asset request different from any similar assets currently in the County and/or region?	The Warning Systems are fixed sites and there are currently none in Granger or Weir.
What types of events/purpose would this asset be used for that cannot be accomplished with a current County asset?	Providing direct warning to the general population of impending threats such as tornadoes.
How often do these events occur?	1954-2017, 67 tornadoes touched down in the County with 29 deaths and 74 injuries
Identify the number of personnel required to operate this asset and/or be available for the function where it is to be used? How much time is required of those personnel? What is the cost of the personnel?	N/A No county personnel will be needed.
Where will the asset be stored?	Fixed locations in each city.
What is the useful life of the asset?	20-30 years.
Will a replacement be requested from general funds when useful life has been exhausted?	No
Will other agencies be billed for the use of this asset (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	No
Does this asset require insurance coverage?	No
If yes, what is the estimate of asset insurance coverage?	
Will this asset require on-going maintenance? Please describe the maintenance required along with an estimate for these costs.	On-going maintenance is the responsibility of each city. No cost to the County. The cost for each city is approximatley $1,000 per year.
How will this asset be funded when the grant ends?	N/A
What is the impact if the grant is not received?	Increased life-safety vulnerability of two growing communities. The warning sirens are one part of an overall public warning strategy including phone alerts and other notification methods.
New Personnel position is:	
Where will this position office?	
Who will this position report to?	
What tasks will this position perform? Include the five primary functions and the percentage of time spent to be spent on each function.	

Will this position take over tasks from current County employee?	
If yes, please explain the impact to current employee.	
How will this position be funded when the grant ends?	
Does this position or a similar position currently exist within the department?	
If “yes” how many of these similar positions exist	
Describe any alternatives considered to achieve desired outcome in lieu of a position (i.e. equipment, software, technology or change in business practice).	
Describe how workload will be accomplished/re-allocated should grant not be approved.	
List other similar items in the County and/or region and if they are available for use?	
How is this item request different from any similar assets currently in the County and/or region?	
What types of events/purpose would this item be used for that cannot be accomplished with a current County asset?	
Identify the number of personnel required to operate this item and/or be available for the function where it is to be used?	
Please explain how this item will create the need for more or less personnel (or mark n/a for no change)?	
Where will the item be stored?	
What is the useful life of the item?	
Will other agencies be billed for the use of this item (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this item require insurance coverage?	
Will this item require any form of licensing?	
Will this item require on-going maintenance? Please describe the maintenance required along with an estimate for these costs?	
How will this item be funded when the grant ends?	
What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.)	None
Please identify any additional equipment needed/required (now or in the future) should the grant/asset is awarded.	None
What is the cost and frequency to maintain/update the additional equipment?	None

What is the impact of this grant application on other internal/county departments?	None
If yes, what is the estimate of that license fee?	
If yes, what is the estimate of insurance coverage?	
Will a replacement be requested from general funds when useful life has been exhausted? (OR)	
If yes, how much is the match amount?	$25,750
Please identify any known decrease in funding at this time.	None currenlty identified
Is this a new program to your department/office?	Yes
Please provide data points to be collected to show program success	FEMA Hazard Mitigation Grant Program participation success is measured by the selection of the application for funding, and the completion and close-out of the new warning siren installations.
Please show historical data points or performance measures, statistics, services provided, etc. or any/all updates for re-application	
ID	137
Version	3.0
Attachments	False
Created	3/20/2025 1:56 PM
Created By	Bruce Clements
Modified	3/20/2025 2:43 PM
Modified By	Bruce Clements

RESOLUTION

A RESOLUTION OF THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, GEORGETOWN TEXAS, AUTHORIZING THE SUBMISSION OF A HAZARD MITIGATION GRANT PROGRAM (HMGP) APPLICATION TO THE FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION (FEMA) THROUGH THE TEXAS DIVISION OF EMERGENCY MANAGEMENT (TDEM) FOR THE DEVELOPMENT OF A PROJECT IN SUPPORT OF THE CITY OF GRANGER; AND TO ACT AS THE APPLICANT TO FEMA AND TDEM ON BEHALF OF THE CITY OF GRANGER FOR AN EMERGENCY WARNING SYSTEM; AND AUTHORIZING THE COUNTY JUDGE OR PRESIDING OFFICER TO ACT AS THE COUNTY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE COUNTY'S PARTICIPATION IN THE FEMA HAZARD MITIGATION GRANT PROJECT.

WHEREAS, certain conditions exist which represent a threat to the public health and safety; and

WHEREAS, it is necessary and in the best interests of Williamson County to apply for funding under the Hazard Mitigation Grant Program; and

WHEREAS; a Memorandum of Understanding (MOU) between Williamson County and the City of Granger acknowledges that the City of Granger accepts responsibility for all matching funds and related expenses associated with the project.

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

1. That Williamson County is authorized to submit an application on behalf of the City of Granger for FEMA Mitigation Funds for an emergency warning system.

2. That Commissioners Court directs and designates the Judge or Presiding Officer as the County's Chief Executive Officer and Authorized Representative to act in all matters in connection with this application.

3. That the City of Granger through a Memorandum of Understanding (MOU) with Williamson County is committing to provide 25% or more matching funds in contribution to the FEMA Mitigation Project.

Resolved this _____ day of _____, 2025.

_____
Valerie Covey
Presiding Officer
Williamson County

ATTEST:

_____
Nancy E. Rister
County Clerk

RESOLUTION

A RESOLUTION OF THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, GEORGETOWN TEXAS, AUTHORIZING THE SUBMISSION OF A HAZARD MITIGATION GRANT PROGRAM (HMGP) APPLICATION TO THE FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION (FEMA) THROUGH THE TEXAS DIVISION OF EMERGENCY MANAGEMENT (TDEM) FOR THE DEVELOPMENT OF A PROJECT IN SUPPORT OF THE CITY OF WEIR; AND TO ACT AS THE APPLICANT TO FEMA AND TDEM ON BEHALF OF THE CITY OF WEIR FOR AN EMERGENCY WARNING SYSTEM; AND AUTHORIZING THE COUNTY JUDGE OR PRESIDING OFFICER TO ACT AS THE COUNTY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE COUNTY'S PARTICIPATION IN THE FEMA HAZARD MITIGATION GRANT PROJECT.

WHEREAS, certain conditions exist which represent a threat to the public health and safety; and

WHEREAS, it is necessary and in the best interests of Williamson County to apply for funding under the Hazard Mitigation Grant Program; and

WHEREAS; a Memorandum of Understanding (MOU) between Williamson County and the City of Weir acknowledges that the City of Weir accepts responsibility for all matching funds and related expenses associated with the project.

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

1. That Williamson County is authorized to submit an application on behalf of the City of Weir for FEMA Mitigation Funds for an emergency warning system.

2. That Commissioners Court directs and designates the Judge or Presiding Officer as the County's Chief Executive Officer and Authorized Representative to act in all matters in connection with this application.

3. That the City of Weir through a Memorandum of Understanding (MOU) with Williamson County is committing to provide 25% or more matching funds in contribution to the FEMA Mitigation Project.

Resolved this _____ day of _____, 2025.

_____
Valerie Covey
Presiding Officer
Williamson County

ATTEST:

_____
Nancy E. Rister
County Clerk

RESOLUTION

RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN WILLIAMSON COUNTY (COUNTY) AND THE CITY OF Granger (CITY) FORMULATING THE RESPONSIBILITIES OF THE COUNTY AND THE CITY FOR GRANT APPLCATION AND MANAGEMENT OF AN EMERGENCY WARNING SYSTEM PROJECT

WHEREAS; the City of Granger has anticipated applying for and receiving a FEMA Grant to construct an emergency warning system.

WHEREAS; this effort will support the Williamson County Hazard Mitigation Action Plan and will be funded by the Federal Emergency Management Agency's (FEMA) Hazard Mitigation Grant Program (HMGP).

WHEREAS; that the Memorandum of Understanding attached to this resolution is to be considered an un-severable part of this resolution.

WHEREAS; Williamson County approves the attached Memorandum of Understanding between Williamson County and the City of Granger formulating the responsibilities of the County and the City for grant application and management of an Emergency Warning System.

WHEREAS; the person of contact for the City of Granger shall be the City's administrator/secretary and that signature authority is hereby granted to the Mayor of the City of Granger.

NOW THEREFORE BE IT RESOLVED; this Resolution Approves a Memorandum of Understanding between the County and the City of Granger and formulates the responsibilities of the County and the City for grant application and management of an emergency warning system

Resolved this _____ day of _____, 2025.

_____
Valerie Covey
Presiding Officer
Williamson County

Attest:

_____
Nancy E. Rister
County Clerk

RESOLUTION

RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN WILLIAMSON COUNTY (COUNTY) AND THE CITY OF Weir (CITY) FORMULATING THE RESPONSIBILITIES OF THE COUNTY AND THE CITY FOR GRANT APPLCATION AND MANAGEMENT OF AN EMERGENCY WARNING SYSTEM PROJECT

WHEREAS; the City of Weir has anticipated applying for and receiving a FEMA Grant to construct an emergency warning system.

WHEREAS; this effort will support the Williamson County Hazard Mitigation Action Plan and will be funded by the Federal Emergency Management Agency's (FEMA) Hazard Mitigation Grant Program (HMGP).

WHEREAS; that the Memorandum of Understanding attached to this resolution is to be considered an un-severable part of this resolution.

WHEREAS; Williamson County approves the attached Memorandum of Understanding between Williamson County and the City of Weir formulating the responsibilities of the County and the City for grant application and management of an Emergency Warning System.

WHEREAS; the person of contact for the City of Weir shall be the City's secretary and that signature authority is hereby granted to the Mayor of the City of Weir.

NOW THEREFORE BE IT RESOLVED; this Resolution Approves a Memorandum of Understanding between the County and the City of Weir and formulates the responsibilities of the County and the City for grant application and management of an emergency warning system

Resolved this _____ day of _____, 2025.

_____
Valerie Covey
Presiding Officer
Williamson County

Attest:

_____
Nancy E. Rister
County Clerk

MEMORANDUM OF UNDERSTANDING ("MOU") BETWEEN WILLIAMSON COUNTY AND THE CITY OF WEIR

This Memorandum of Understanding (“MOU”) is entered into by and between the CITY OF WEIR, TEXAS, a general law city located in the County of Williamson, Texas (the "City"), and WILLIAMSON COUNTY, TEXAS, a political subdivision of the State of Texas (“County”).

WHEREAS, the City would like to make improvements to the emergency warning system serving the City and surrounding community; and

WHEREAS, the City would like to take advantage of the Federal Emergency Management Agency's ("FEMA") Hazard Mitigation Grant Program ("HMGP"), which provides funding for up to seventy-five percent (75%) of the eligible costs of an emergency warning system; and

WHEREAS, City participation in the HMGP requires coordination between the City and County: and

WHEREAS, the County will apply for the FEMA HMGP funds on behalf of the City; and

WHEREAS, The County will receive from the Federal Emergency Management Agency (FEMA) through the Texas Division of Emergency Management (IDEM) an official State Award Letter for seventy-five percent (75%) of the eligible costs of an Emergency Warning System (Project); and

WHEREAS, there is a need to formulate the responsibilities of the County and the City for the management of the Project;

BE IT THEREFORE AGREED AS FOLLOWS:

City Provisions:

1. The City will manage and control all procurement associated with the Emergency Warning Project ("Project"), including engineering services for development, design and management of the Project; grant administration services for application development and grant management; and Project construction. The City expressly understands that it shall remain legally and financially responsible for same.

2. The City will be responsible for costs of the Project that are not covered by the grant funds, to include, but not be limited to twenty five percent (25%) or more of the total cost of the Project, any grant administration services, any ineligible costs to complete construction, and any funding denied by FEMA regardless of the reasons for denial. The City hereby represents to the County that it has appropriated and is capable of funding of the aforementioned costs that it shall be responsible for paying.

3. The City agrees to maintain and test the warning sirens in accordance with the manufacturer’s instructions.

4. While the County will manage and control submission of the documentation for Project cost reimbursement from the Texas Division of Emergency Management ("TDEM"), the City expressly understands that it shall remain legally and financially responsible for same. The City agrees to the hiring of a consultant ("Consultant'') to manage the grant process. The Consultant will compose the reimbursement package, which includes the invoices and cancelled checks. The

Consultant will then have the City sign the completed reimbursement package. The Consultant will then forward the package to the County so that it can submit it to the Texas Division of Emergency Management (TDEM), which will then be forwarded to FEMA for reimbursement of seventy-five percent (75%) of Project invoices submitted. The City and the county will receive copies of all correspondence, checks and invoices as submitted to TDEM. The City shall, within five (5) business days of County's request, provide to the County any necessary documentation and execute any documentation that may be required in order to manage and control submission of grant documentation.

5. The City hereby acknowledges and agrees that it shall ensure and be responsible for compliance with all state and federal laws and regulations in relation to making application for the FEMA HMGP, as well as management of all procurement associated with the Project.

County Provisions:

1. The County agrees to apply for the FEMA HMGP funds on behalf of the City.

2. The County hereby authorizes the City to enter into contracts with engineers, contractors, consultants and other service providers as necessary for the Project, subject to the County's agreement.

3. The County agrees to issue full TDEM reimbursement payment to the City within 30 days of the County's receipt of the funds.

General Provisions:

The City acknowledges that the County is not financially responsible for the Project, nor will the County be liable for any future claims or damages that may result from the Project, including but not limited to any FEMA denial of funding. The City expressly agrees to fully reimburse the County for any out-of-pocket expenses and accepts the limitations that come with having to use the County as a mechanism to apply for the Project without subjecting the County to any liabilities including any and all associated costs of equipment, goods or services associated with the Project. **The County is named on the Project only for the purposes of eligibility to apply to the grant.**

In the event of a grant award, the City and the County shall enter into a Subrecipient Agreement setting forth both parties obligations in relation to the grant. If the parties cannot agree to the terms of a Subrecipient Agreement, the County shall have the right to deny the grant award and, in such case, the City shall remain responsible for costs of the Project and other financial obligations provided herein.

It is understood that the City remains responsible for the HMGP throughout the grant period, through the full audit period, and for the life of the project per FEMA requirements.

It is understood that this MOU may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving ninety (90) days written notice thereof. In the event of termination, the parties will each only be liable for their respective pro rata share of services rendered, goods actually received or any other liability incurred under this arrangement (e.g., reimbursement owed).

The parties agree this Memorandum of Understanding sets forth the complete understanding between the County and the City and may be amended only by written agreement signed by each of the parties involved.

IN WITNESS WHEREOF, the County and the City have caused this MOU to be duly executed effective on the latest day and year indicated below:

BY: Williamson County: _____day of _____ 2025

_____
_____, As Presiding Officer,
Williamson County Commissioners Court

BY: City of Weir: 10th day of April 2025

_____
John Fox, City of Weir Mayor

CITY OF WEIR
WILLIAMSON COUNTY, TEXAS

MEMORANDUM OF UNDERSTANDING ("MOU") BETWEEN WILLIAMSON COUNTY AND THE CITY OF GRANGER

This Memorandum of Understanding (“MOU”) is entered into by and between the CITY OF GRANGER, TEXAS, a general law city located in the County of Williamson, Texas (the "City"), and WILLIAMSON COUNTY, TEXAS, a political subdivision of the State of Texas (“County”).

WHEREAS, the City would like to make improvements to the emergency warning system serving the City and surrounding community; and

WHEREAS, the City would like to take advantage of the Federal Emergency Management Agency's ("FEMA") Hazard Mitigation Grant Program ("HMGP"), which provides funding for up to seventy-five percent (75%) of the eligible costs of an emergency warning system; and

WHEREAS, City participation in the HMGP requires coordination between the City and County: and

WHEREAS, the County will apply for the FEMA HMGP funds on behalf of the City; and

WHEREAS, The County will receive from the Federal Emergency Management Agency (FEMA) through the Texas Division of Emergency Management (IDEM) an official State Award Letter for seventy-five percent (75%) of the eligible costs of an Emergency Warning System (Project); and

WHEREAS, there is a need to formulate the responsibilities of the County and the City for the management of the Project;

BE IT THEREFORE AGREED AS FOLLOWS:

City Provisions:

1. The City will manage and control all procurement associated with the Emergency Warning Project ("Project"), including engineering services for development, design and management of the Project; grant writing and administration services for application development and grant management; and Project construction. The City expressly understands that it shall remain legally and financially responsible for same.

2. The City will be responsible for costs of the Project that are not covered by the grant funds, to include, but not be limited to twenty five percent (25%) or more of the total cost of the Project, any grant administration services, any ineligible costs to complete construction, and any funding denied by FEMA regardless of the reasons for denial. The City hereby represents to the County that it has appropriated and is capable of funding of the aforementioned costs that it shall be responsible for paying.

3. The City agrees to maintain and test the warning sirens in accordance with the manufacturer’s instructions.

4. While the County will manage and control submission of the documentation for Project cost reimbursement from the Texas Division of Emergency Management ("TDEM"), the City expressly understands that it shall remain legally and financially responsible for same. The City agrees to the hiring of a consultant ("Consultant'') to manage the grant process. The Consultant will compose the reimbursement package, which includes the invoices and cancelled checks. The

Consultant will then have the City sign the completed reimbursement package. The Consultant will then forward the package to the County so that it can submit it to the Texas Division of Emergency Management (TDEM), which will then be forwarded to FEMA for reimbursement of seventy-five percent (75%) of Project invoices submitted. The City and the county will receive copies of all correspondence, checks and invoices as submitted to TDEM. The City shall, within five (5) business days of County's request, provide to the County any necessary documentation and execute any documentation that may be required in order to manage and control submission of grant documentation.

5. The City hereby acknowledges and agrees that it shall ensure and be responsible for compliance with all state and federal laws and regulations in relation to making application for the FEMA HMGP, as well as management of all procurement associated with the Project.

County Provisions:

1. The County agrees to apply for the FEMA HMGP funds on behalf of the City.

2. The County hereby authorizes the City to enter into contracts with engineers, contractors, consultants and other service providers as necessary for the Project, subject to the County's agreement.

3. The County agrees to issue full TDEM reimbursement payment to the City within 30 days of the County's receipt of the funds.

General Provisions:

The City acknowledges that the County is not financially responsible for the Project, nor will the County be liable for any future claims or damages that may result from the Project, including but not limited to any FEMA denial of funding. The City expressly agrees to fully reimburse the County for any out-of-pocket expenses and accepts the limitations that come with having to use the County as a mechanism to apply for the Project without subjecting the County to any liabilities including any and all associated costs of equipment, goods or services associated with the Project. **The County is named on the Project only for the purposes of eligibility to apply to the grant.**

In the event of a grant award, the City and the County shall enter into a Subrecipient Agreement setting forth both parties obligations in relation to the grant. If the parties cannot agree to the terms of a Subrecipient Agreement, the County shall have the right to deny the grant award and, in such case, the City shall remain responsible for costs of the Project and other financial obligations provided herein.

It is understood that the City remains responsible for the HMGP throughout the grant period, through the full audit period, and for the life of the project per FEMA requirements.

It is understood that this MOU may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving ninety (90) days written notice thereof. In the event of termination, the parties will each only be liable for their respective pro rata share of services rendered, goods actually received or any other liability incurred under this arrangement (e.g., reimbursement owed).

The parties agree this Memorandum of Understanding sets forth the complete understanding between the County and the City and may be amended only by written agreement signed by each of the parties involved.

IN WITNESS WHEREOF, the County and the City have caused this MOU to be duly executed effective on the latest day and year indicated below:

BY: Williamson County: _____day of _____ 2025

_____
_____, As Presiding Officer,
Williamson County Commissioners Court

BY: City of Granger: _____day of _____2025

_____
Monica Stojanik, City of Granger Mayor

Commissioners Court - Regular Session **61.**

Meeting Date: 04/15/2025

Hope Alliance Lease Extension

Submitted For: Cynthia Long **Submitted By:** Kathy Pierce, Commissioner Pct. #2

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to extend the Lease Agreement with Williamson County Crisis Center (D/B/A Hope Alliance) for the lease of a County building used for a public purpose as a temporary auxiliary emergency shelter, with the extension being for a period from March 31, 2025 and ending on April 1, 2026.

Background

There is not an attachment for this item to keep the shelter location confidential to protect the victims housed at the temporary shelter.

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	04/10/2025 10:04 AM
Form Started By: Kathy Pierce		Started On: 04/09/2025 10:10 AM
Final Approval Date: 04/10/2025		

Commissioners Court - Regular Session **62.**

Meeting Date: 04/15/2025

Award of RFP #25RFP14 Jail Pharmaceuticals/Services/Supplies to MAO Pharmacy, Inc. D/B/A Westwood Pharmacy Clinical Services for the Jail

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 RFP #25RFP14 Jail Pharmaceuticals/Services/Supplies for the Williamson County Jail to MOA Pharmacy, Inc D/B/A Westwood Pharmacy Clinical Services, in the not-to-exceed amount of $981,750.00 per fiscal year, and authorizing the execution of the Service Agreement.

Background

Williamson County received three (3) submissions out of seventy-two (72) document takers and advertised to two-thousand five-hundred sixty-eight (2,568) vendors seeking proposals from experienced companies to provide pharmaceutical services and supplies for the Williamson County Jail, whose current population is around six hundred fifty (650) inmates. The term of this service agreement will be 12 months from the effective date, the contract shall automatically renew for up to four (4) separate 12-month terms. The not-to-exceed amount is $981,750.00 per fiscal year. The funding source is 01.0100.0570.0033070. Origination #1610. The 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	04/09/2025 02:20 PM
County Judge Exec Asst.	Andrea Schiele	04/09/2025 03:32 PM
Form Started By: Koren Shannon		Started On: 04/04/2025 04:01 PM
Final Approval Date: 04/09/2025		

WILLIAMSON COUNTY PHARMACY
SERVICES AGREEMENT
MAO Pharmacy, Inc. d/b/a Westwood Pharmacy

THIS PHARMACY SERVICES AGREEMENT (this "Agreement") is entered intoby 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 COUNTY's jail located at 508 Rock 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 Williamson County Request for Proposals 25RFP14 - Jail Pharmaceuticals/Services/Supplies ("RFP") and Westwood's proposal submitted pursuant to the RFP ("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 dispute or conflict between the terms of this Agreement, the terms of the RFP and the terms of the Westwood Proposal, applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence: (1) terms and conditions of this Agreement, (2) the RFP and its addenda; and (3) the Westwood Proposal. 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 initial term of this Agreement shall commence upon the date of the last party's execution below and shall continue for 12 months thereafter. Following the initial term and provided the Agreement is not terminated by either party pursuant to terms of the RFP, the contract shall renew automatically for up to four separate 12-month terms with the terms and conditions set out herein remaining the same.

3) Consideration and Compensation: WESTWOOD will be compensated based on the terms of the Pricing Proposal set out in the Westwood Proposal. WESTWOOD hereby acknowledges and agrees that not-to-exceed compensation amount under this Agreement

shall be Nine Hundred Eighty- One Thousand, Seven Hundred and Fifty Dollars ($981,750.00) for each 12-month term. The Parties hereby agree that any return credits will be credited in accordance with the terms set out in Schedule A, which is attached hereto and incorporated herein by reference.

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

By: _____

Name: _____

Title: _____

Date: _____, 20___

MAO Pharmacy, Inc.
5823 Patterson Avenue
Richmond, VA 23226

By: Shubhro Pal

Name: SHUBHRO PAL

Title: VPO

Date: 4/7/, 2025

Approved as to Legal Form
HAL HAWES
General Counsel, Commissioners Court
Date: Apr 08 2025 Time: 2:14 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Apr 08 2025 Time: 1:41 pm

SCHEDULE A: Returns

Return credits will be credited 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 Phannacy 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 **63.**

Meeting Date: 04/15/2025

Approval of Service Order for Smartwave Wifi project from Astound Business Solutions for Information Systems

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving Service Order #2025204 between Williamson County and Astound Business Solutions for Internet for the Smartwave Wifi project on the square around the Historic Courthouse in Georgetown, TX 78626 in the amount of $108,000.00 that will cover a sixty (60) month term, pursuant to TIPS contract #230105, and authorizing the execution of the Service Order. 501P.

Background

Approval of this Service Order will benefit the Historic Courthouse in the heart of Georgetown, Texas. The current internet source is located at the Justice Center and this service order will support the re-routing of the internet via fiber to the courthouse. Included here is also the MSA, valid through 06.27.2027. Funding Source is ARPA Funds; 501P Broadband Proj; Award 501A; Task 12. Contract Audit and General Council has approved. Orig #2500. The department point of contact is Rory Tierney.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Astound Business Solutions Service Order

existing MSA

Form 1295

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/09/2025 02:50 PM
County Judge Exec Asst.	Andrea Schiele	04/09/2025 03:37 PM
Form Started By: Barbi Hageman		Started On: 04/07/2025 10:29 AM
Final Approval Date: 04/09/2025		

Docusign Envelope ID:

Astound Business Solutions

Service Order

This Service Order (this "Service Order") is entered into as of the date of last signature below (the "Effective Date"), by and between ASTOUND BUSINESS SOLUTIONS, LLC, a Delaware limited liability company, acting on behalf of itself and as agent for its Affiliates (collectively, "Provider"), and the customer specified below ("Customer"). This Service Order is made pursuant to and will be governed by that certain Master Services Agreement for Enterprise Services (the "MSA") executed separately between Provider and Customer. All capitalized terms used but not defined in this Service Order shall have the meanings given to them in the MSA. Affiliates of Astound Business Solutions, LLC include, but are not limited to (i) RCN Telecom Services, LLC, (ii) Grande Communications Networks, LLC, (iii) Wave Business Solutions, LLC, and (iv) Digital West Networks, Inc.

CUSTOMER NAME	CUSTOMER DBA	CUSTOMER POINT OF CONTACT	CUSTOMER BILLING ADDRESS
Williamson County		Name: Richard Semple Email: rsemple@wilco.org Office: Mobile:	
EXISTING ACCOUNT NUMBER		**ASTOUND SALES REP**	**ASTOUND SALES SEGMENT**
		Christopher Cox - 772618	Enterprise

INITIAL SERVICE TERM	SERVICE ORDER REFERENCE NUMBER
60 months	

Provider shall provide to Customer the services set forth below (each, a "Service"), at the location(s) set forth below (each, a "Service Site"), in exchange for the one-time, non-recurring installation charge ("NRC"), and the monthly recurring service charges ("MRC") set forth below:

PRODUCT LINE ITEM	Z-LOC ADDRESS (PRIMARY)	Z-LOC DEMARC	A-LOC ADDRESS	A-LOC DEMARC	UNITS	MRC / UNIT	TOTAL MRC	NRC / UNIT	TOTAL NRC
/30 Static IP Block (1 Usable DIA)	405 Martin Luther King St , Georgetown, TX 78626, USA	Cust Prem	N/A		1	$0.00	$0.00	$0.00	$0.00
DIA 10 Gb	405 Martin Luther King St , Georgetown, TX 78626, USA	Cust Prem	N/A		1	$1,800.00	$1,800.00	$0.00	$0.00
NOTE: If the Demarcation Point listed above for a Service Site is the MPOE, then Customer is responsible for providing any necessary demarc extension / additional inside wiring to reach the Customer's premises/suite.						**TOTALS**	**$1,800.00**		**$0.00**

Note: The charges listed above do not include applicable taxes, fees and surcharges.

PROPRIETARY AND CONFIDENTIAL

NOTES
TIPS Contract-230105 Grande Communications Networks LLC dba Astound Business Solutions Williamson County will pay the full MRC in advance of 60month term of $108,000.00. The credit will be applied each month to the $1800.00 MRC.

The submission of this Service Order to Customer by Provider does not constitute an offer. Instead, this Service Order will become effective only when both parties have signed it. The date this Service Order is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the Effective Date of this Service Order.

	DocuSigned by: Delina Anderson 8E27412E7E744EA...
Authorized Customer Signature	Authorized Provider Signature
	Delina Anderson
Printed Name	Printed Name
	Senior Director
Title	Title
	4/1/2025
Date Signed	Date Signed

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Certificate Of Completion

Envelope Id.
Subject: Villiamson - DIA - Enterprise - Service Order (Negotiated MSA).docx
Source Envelope:
Document Pages: 3
Certificate Pages: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Signatures: 1
Initials: 0

Status: Completed

Envelope Originator:
Christopher Cox
401 Carlson Circle
San Marcos, TX 78666
christopher.cox@astound.com
IP Address:

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Status: Original
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Holder: Christopher Cox
christopher.cox@astound.com

Location: DocuSign

Signer Events	Signature	Timestamp
Delina Anderson delina.anderson@astound.com Senior Director Astound Business Solutions Security Level: Email, Account Authentication (None)	DocuSigned by: Delina Anderson 8E27412E7E744EA... Signature Adoption: Pre-selected Style Using IP Address:	Sent: 4/1/2025 8:11:19 AM Viewed: 4/1/2025 8:12:28 AM Signed: 4/1/2025 8:12:40 AM

Electronic Record and Signature Disclosure:
Not Offered via Docusign

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/1/2025 8:11:19 AM
Certified Delivered	Security Checked	4/1/2025 8:12:28 AM
Signing Complete	Security Checked	4/1/2025 8:12:40 AM
Completed	Security Checked	4/1/2025 8:12:40 AM

Payment Events	Status	Timestamps

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MASTER SERVICES AGREEMENT FOR ENTERPRISE SERVICES – GOVERNMENTAL CUSTOMER

This Master Services Agreement for Enterprise Services (this "**MSA**" or "**MSA**") is entered into as of this 27th day of June, 2022 (the "**Effective Date**"), by and between ASTOUND BUSINESS SOLUTIONS, LLC, a Delaware limited liability company, acting on behalf of itself and as agent for its Affiliates (collectively, "**Provider**"), and Williamson County, Texas, a Texas governmental body ("**Customer**"). For purposes of this MSA, the term "**Affiliate**" shall mean any other person which directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the first person or any of its subsidiaries. Affiliates of Astound Business Solutions, LLC include, but are not limited to (i) RCN Telecom Services, LLC, (ii) Grande Communications Networks, LLC, and (iii) Wave Business Solutions, LLC. Each of Provider and Customer may be referred to in this MSA as a "**Party**" and together as the "**Parties**."

ARTICLE 1 – STRUCTURE OF AGREEMENT

1.1 Purpose of MSA. Provider and its Affiliates provide various facilities-based telecommunications services, including Ethernet transport, dedicated internet access, phone over fiber, dark fiber, and related services (as applicable, the "**Services**"). This MSA is neither an agreement to purchase nor a commitment to provide Services. The purpose of this MSA is to provide the general terms, conditions and framework within which Customer and its Affiliates may from time to time purchase Services from Provider and its Affiliates, pursuant to one or more "**Service Orders**," as described in Section 1.2 below.

1.2 Service Orders. The purchase of Services shall be accomplished only through the negotiation and mutual execution and delivery of a Service Order memorializing the terms and conditions pursuant to which Provider shall provide the desired Services to Customer. Service Orders shall clearly specify the following: (i) the type of Service at issue (e.g., Internet access, data transport, VoIP, dark fiber, etc.); (ii) the location(s) at which the Service is to be provided (each, a "**Service Site**"); (iii) the initial term of the Service Order (the "**Initial Service Term**"); (iv) the pricing for the Service, including (a) the monthly recurring charges ("**MRC**") for the Service, and (b) any non-recurring charges ("**NRC**") associated with installation of the Service; and (v) any other terms or conditions specific to the particular Service Order. Each fully-executed Service Order shall be governed by and become part of this MSA, and this MSA together with all fully-executed Service Orders shall be collectively referred to as the "**Agreement**." Depending on the location of the Service Site, in some instances Services may be provided by an Affiliate of Provider.

1.3 Additional Documents Comprising Agreement; Order of Precedence. If one or more Service Level Agreements are attached to this MSA as Exhibits (the "**SLA**"), the SLA constitutes a part of this MSA. Customer's use of any Services purchased pursuant to the Agreement will also be governed by Provider's Acceptable Use Policy for Commercial Services (the "**AUP**") which is posted on Provider's website at http://www.astound.com/business/aup. Additional provisions that are applicable only to specific types of Services are contained in Provider's Service-Specific Terms and Conditions (the "**Service-Specific T&Cs**") which is posted on Provider's website at http://www.astound.com/business/service-terms. In the event of a conflict between the provisions of any of the foregoing documents, the documents shall have the following order of precedence unless expressly stated otherwise in a particular Service Order: (i) this MSA (including the SLA); (ii) the applicable Service Order; (iii) the AUP; and (iv) the Service-Specific T&Cs.

ARTICLE 2 – TERM AND RENEWAL

2.1 Term of MSA. The term of this MSA (the "**MSA Term**") shall be for five (5) years, commencing on the Effective Date and expiring on the date that is one day prior to the fifth (5th) anniversary of the Effective Date. Notwithstanding the foregoing, so long as any one or more Service Orders entered into pursuant to this MSA remain in effect, this MSA shall not terminate with respect to said Service Orders but shall continue to govern same until the expiration or termination of said Service Orders.

2.2 Term of Service Orders. The Initial Service Term of each Service Order shall be as specified in the Service Order. Upon expiration of the Initial Service Term, unless either Party terminates the Service Order by giving written notice of termination to the other Party not less than thirty (30) days prior to the end of the Initial Service Term, this Service Order will begin to automatically renew on a month-to-month basis (the "**Renewal Term**"). During the Renewal Term, either Party may terminate this Service Order by giving no less than thirty (30) days' advance written notice of termination to the other Party. The total period of time a Service Order is in effect is referred to as the "**Service Term**" for the Service Order at issue. The total period of time a

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Service Order is in effect is referred to as the "**Service Term**" for the Service Order at issue.

ARTICLE 3 – INSTALLATION, TESTING, ACCEPTANCE AND USE

3.1 Service Site; Demarcation Points; Equipment. Unless a Service Site is within Provider's control, Customer shall provide Provider with access to the Service Site as and to the extent reasonably necessary for Provider to install, test, inspect and maintain the Service(s) ordered during the Service Term. Unless otherwise stated in a Service Order: (i) Provider shall be solely responsible for the provision, operation and maintenance of all equipment and facilities (the "**Provider Equipment**") necessary to connect Provider's network facilities to the Customer demarcation point(s) at the Service Site (the "**Demarcation Point(s)**"); and (ii) Customer shall be solely responsible for the provision, operation and maintenance of all equipment and facilities (the "**Customer Equipment**") from the Demarcation Point(s) to Customer's internal network. Unless a Service Site is within Provider's control, Customer shall be responsible for maintaining appropriate conditions at the Service Site, including HVAC, electrical power, and security. Title to the Provider Equipment shall at all times remain vested in Provider. Customer shall not re-arrange, disconnect, tamper with, attempt to repair, or otherwise interfere with the Provider Equipment, nor shall Customer permit any third party to do so.

3.2 Testing, Acceptance and Service Commencement Date. Provider shall use commercially reasonable efforts to install the Services consistent with Provider's usual and customary installation timeline, and shall endeavor to keep Customer regularly informed regarding installation progress. Provider shall notify Customer when a Service has been installed and is ready for testing and use. Customer may, at Customer's option, participate in Provider's final testing of the Service. For Services having a committed bandwidth, the committed information rate shall be measured at the Ethernet layer and includes the Ethernet frame itself. The Initial Service Term for the Service at issue shall commence on the date on which the Service has been installed, tested and is active and available for use by Customer (the "**Service Commencement Date**"). Customer shall have a period of five (5) business days after the Service Commencement Date in which Customer may notify Provider that the Service at issue is not functioning properly. If Customer notifies Provider of problems with a Service pursuant to this Section 3.2, Provider shall investigate and correct same and the Service Commencement Date shall be revised to be the first calendar day after the date on which Provider has corrected the problems. Unless Customer delivers notification of problems to Provider within the time period set forth above, Customer shall be deemed to have accepted the Service at issue and to have confirmed that the Service has been installed and is functioning properly as of the Service Commencement Date.

3.3 No Sub-Licensing; Non-Compete. Any Services provided to Customer pursuant to the Agreement are for the sole benefit of Customer. Customer shall not grant to any third party the right to use any of the Services, regardless of whether such grant were to take the form of a license, sublicense, lease, sublease, or any other form. Nor shall Customer use the Services for commercial purposes that are competitive with Provider's business (e.g., use the Services to sell Internet access services, point-to-point data transport services, VoIP services, etc., to third parties within Provider's service area).

ARTICLE 4 – PAYMENT AND BILLING

4.1 Invoicing. All amounts owed by Customer to Provider under the Agreement shall be collectively referred to as "**Fees**." Provider shall begin billing Customer for the MRC applicable to a Service as of the Service Commencement Date. Invoices shall be delivered monthly, and payment for Services provided hereunder shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the date Customer receives Provider's invoice for the applicable Services. Fixed Fees shall be billed in advance and usage-based Fees shall be billed in arrears. Fixed fees for any partial month shall be pro-rated. For Services having an NRC, unless otherwise stated in the Service Order, Provider shall invoice Customer for the NRC upon full-execution of the Service Order. The Parties will work together in good faith to resolve payment disputes in accordance with the procedure set out in Section 4.2 below. Interest charges for undisputed overdue payments shall be paid by Customer 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 Customer'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.

4.2 Disputed Invoices. If Customer in good faith disputes any portion of a Provider invoice, Customer shall pay the undisputed portion of the invoice and submit written notice to Provider regarding the disputed amount, which notice shall include

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documentation supporting the alleged billing error (each such notice, a "**Fee Dispute Notice**"). A Fee Dispute Notice must be submitted to Provider within thirty (30) days from the date the invoice at issue is received by Customer. Customer waives the right to dispute any Fees not disputed within such thirty (30) day period. The Parties shall negotiate in good faith to attempt to resolve any such disputes within sixty (60) days after Customer's delivery of the applicable Fee Dispute Notice.

4.3 Applicable Taxes. All charges for Services set forth in Service Orders are exclusive of Applicable Taxes (as defined below). Except for taxes based on Provider's net income or taxes for which Customer possesses a valid exemption certificate, Customer shall be responsible for payment of all applicable taxes and regulatory fees, however designated, that arise in any jurisdiction, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, bypass, or other taxes, fees, assessments, duties, charges or surcharges, that are imposed on, incident to, or based upon the provision, sale, or use of the Service(s) (collectively "**Applicable Taxes**"). The Applicable Taxes will be individually identified on invoices. If Customer is entitled to an exemption from any Applicable Taxes, Customer is responsible for presenting Provider with a valid exemption certificate (in a form reasonably acceptable to Provider). Provider will give prospective effect to any valid exemption certificate provided in accordance with the preceding sentence.

ARTICLE 5 – DEFAULT AND REMEDIES

5.1 Customer Default. Each of the following shall constitute a default by Customer under the Agreement (each a separate event of "**Default**"): (i) if Customer fails to pay any undisputed Fees when due, the failure of Customer to cure same within ten (10) days after receiving written notice from Provider regarding such failure to pay; (ii) if Customer fails to comply with any other material provision of the Agreement, the failure of Customer to cure same within thirty (30) days of receiving written notice from Provider regarding such non-compliance; or (iii) if Customer files or initiates proceedings, or has proceedings initiated against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or other such official) under any bankruptcy, insolvency or other similar law, and the same is not dismissed within sixty (60) days.

5.2 Remedies for Customer Default. In the event of a Default by Customer under the Agreement, Provider may, at its option: (i) suspend any applicable Services until such time as the Customer Default has been corrected (provided, however, that any suspension shall not relieve Customer's on-going obligation to pay Provider all Fees and other amounts due under the Agreement as if such suspension of Services had not taken place); (ii) terminate the applicable Service(s) and/or the applicable Service Order(s); (iii) after the occurrence of any two Customer Defaults in any twelve (12) month period, terminate all Service Orders entered into with Customer; and/or (iv) pursue any other remedy available to Provider under the Agreement or applicable law. In the event of early termination for Customer Default pursuant to this Section 5.2, Customer shall pay to Provider the Termination Charge described in Section 6.3 below.

5.3 Provider Default. Each of the following shall constitute a Default by Provider under the Agreement: (i) if Provider fails to comply with any material provision of the Agreement other than provisions of the SLA, the failure by Provider to cure same within thirty (30) days of receiving written notice from Customer regarding such non-compliance; or (ii) Provider files or initiates proceedings, or has proceedings initiated against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or other such official) under any bankruptcy, insolvency or other similar law, and the same is not dismissed within sixty (60) days.

5.4 Remedies for Provider Default. In the event of a Default by Provider under the Agreement Customer may, at its option: (i) terminate the applicable Service(s) and/or the applicable Service Order(s); and/or (ii) pursue any other remedy available to Customer under the Agreement or applicable law. Early termination by Customer shall be accomplished by providing termination notice to Customer's account manager and to the notice address specified in Article 13 below. In the event of early termination for Provider Default pursuant to this Section 5.4, Provider shall reimburse Customer for any pre-paid, unused monthly service Fees attributable to the terminated Service(s) and/or Service Order(s), and Customer shall have no further liability to Provider for the terminated Service(s) and/or Service Order(s). Early termination by Customer pursuant to this Section 5.4 shall not relieve Customer of its obligations to pay all Fees incurred prior to the early termination date.

ARTICLE 6 – EARLY TERMINATION & PORTABILITY

6.1 Early Termination for Non-Appropriation. Customer is a public entity subject to legislative appropriation requirements.

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As a general matter, Customer cannot legally be obligated to make payments for Services that are provided after the end of the fiscal period in which Customer executes a particular Service Order. In the event that, for any future fiscal period, sufficient funds are not appropriated or allocated for payment of any one or more Service Orders, Customer may terminate the Service Order at issue as a matter of public convenience as provided herein without incurring a Termination Charge or any other early termination fee. If and when Customer becomes aware that non-allocation of funds for the coming fiscal period appears likely, Customer shall use reasonable efforts to notify Provider of that possibility prior to the end of the then-current fiscal period. Once the non-appropriation decision has been made, Customer shall, as soon as reasonably practicable, deliver written notice of termination for non-appropriation to Provider specifying which Service or Services and/or which Service Order or Service Orders are being terminated for non-appropriation and the date on which such early termination shall occur. Customer shall remain obligated to pay for all Services delivered through the date of termination.

6.2 Early Termination for Customer Convenience. Customer may, at any time after executing a Service Order, discontinue one or more of the Services ordered and/or terminate the Service Order by giving at least thirty (30) days' advance written notice to Customer's account manager and to the notice address specified in Article 13 below. Any early termination of a Service pursuant to this Section 6.2 shall be referred to as "**Termination for Customer Convenience**." In the event of Termination for Customer Convenience, Customer shall pay to Provider the Termination Charge described in Section 6.4 below.

6.3 Early Termination for Default. In accordance with Article 5 above, either Party may elect to terminate one or more Service Orders prior to the scheduled expiration date in the event of an uncured Default by the other Party.

6.4 Termination Charge. In the event of Termination for Customer Convenience pursuant to Section 6.2 above, or termination for Customer Default pursuant to Section 5.2 above, Customer shall pay a Termination Charge to Provider to the extent authorized under Texas law. The "**Termination Charge**" shall equal the sum of the following: (i) all unpaid amounts for Services actually provided prior to the termination date; (ii) any portion of the NRC for the terminated Service(s) that has not yet been paid to Provider; (iii) with respect to off-net Services only, any documented cancellation or termination charges or fees imposed on Provider by any third party in connection with the early termination of the Services; and (iv) one hundred percent (100%) of all remaining MRCs Customer was to pay Provider for the Service during the remainder of the applicable Service Term. If incurred, the Termination Charge will be due and payable by Customer within thirty (30) days after the termination date of the Service at issue. Customer acknowledges that the calculation of the Termination Charge is a genuine estimate of Provider's actual damages and is not a penalty or a windfall in favor of Provider.

6.5 Portability; Substitution of Services. At any time during the Service Term of a Service Order, Customer may elect to substitute new Services for then-existing Services. In such event, Provider will waive the Termination Charge associated with the termination of the then-existing Services as long as: (i) the Fees payable to Provider in connection with the substitute Services are equal to or greater than the Fees of the discontinued Services; (ii) Customer commits to retain the substitute Services for a period equal to or greater than the remainder of the Service Term for the discontinued Services; (iii) Customer pays all applicable installation and other NRCs, if any, for provision of the substitute Services; and (iv) Customer reimburses Provider for all reasonable and documented engineering, installation and construction costs associated with the discontinued Services, calculated on a time and materials basis, that have not already been recovered by Provider by the time of the substitution.

ARTICLE 7 – CONFIDENTIAL INFORMATION

7.1 Definition of Confidential Information. "**Confidential Information**" shall mean all information, including the Agreement, regarding the telecommunications needs of Customer and the Services that Provider offers under the Agreement which is disclosed by one Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), to the extent that such information is marked or identified as confidential or proprietary or would be reasonably deemed confidential or proprietary given the circumstances surrounding its disclosure. All written or oral pricing and contract proposals, as well as network maps or diagrams exchanged between the Parties shall be deemed Confidential Information, whether or not so designated. The fact that Customer is a customer of Provider shall not be deemed Confidential Information and may be freely disclosed by either Party. Information shall not be deemed Confidential Information if (i) it is independently developed by or for the Receiving Party, (ii) it is lawfully received by the Receiving Party free of any obligation to keep it confidential, (iii) it becomes generally available to the public other than by breach of the Agreement, or (iv) it was known to the Receiving Party prior to the Disclosing Party's disclosure of same.

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7.2 Obligations Regarding Confidential Information. Confidential Information is the property of the Disclosing Party and shall be returned to the Disclosing Party upon request. The Receiving Party shall hold all Confidential Information in confidence. The Receiving Party: (i) shall use such Confidential Information only for the purposes of performing its obligations and/or enforcing its rights under the Agreement; (ii) shall reproduce such Confidential Information only to the extent necessary for such purposes; (iii) shall restrict disclosure of such Confidential Information to employees, contractors, advisors or consultants that have a need to know for such purposes (with disclosure to contractors, advisors and consultants being limited to contractors, advisors and consultants that have signed a non-disclosure agreement to protect the Confidential Information of third parties); (iv) shall not disclose Confidential Information to any third party without prior written approval of the Disclosing Party except as expressly provided in the Agreement or as required by law, by court order, by administrative order of an agency having jurisdiction, or in the enforcement of its rights under the Agreement; and (v) shall use at least the same degree of care (in no event less than reasonable care) as it uses with regard to its own proprietary or confidential information to prevent the disclosure, unauthorized use or publication of Confidential Information. In the event a Receiving Party is required to disclose Confidential Information of the Disclosing Party pursuant to law, court order or administrative order of an agency having jurisdiction, the Receiving Party will, if such notice is permitted by law, notify the Disclosing Party of the required disclosure with sufficient time for the Disclosing Party to seek judicial relief from the required disclosure, and reasonably cooperate with the Disclosing Party in any efforts the Disclosing Party may take to obtain protective measures in respect to the required disclosure. The Parties agree that breach of this Article 7 may cause irreparable injury for which monetary damages are not an adequate remedy; accordingly, each Party may seek injunctive relief and any other available equitable remedies to enforce the provisions of this Article 7.

7.3 Public Information Act. Notwithstanding anything to the contrary contained elsewhere in this Article 7, the Parties understand and acknowledge that Customer is a governmental entity, and that Texas law limits the ability of Customer to shield from public disclosure any information given to Customer. Accordingly, the Parties agree to work together to avoid disclosures to Customer by Provider of confidential information which would result in economic loss or damage to Provider if such information were to be disclosed to third persons by Customer pursuant to a request submitted under the Public Information Act, Texas Government Code Chapter 552, or other similar public disclosure law. In the event that Customer receives a request pursuant to the Public Information Act (or other similar law) to disclose information identified by Provider in writing as confidential, Customer's sole obligations to Provider shall be: (i) to promptly notify Provider; and (ii) to refrain from disclosing such records for a period of up to ten (10) business days to allow Provider an opportunity to seek legal protection against disclosure from a court of competent jurisdiction. Customer will not be required to withhold requested records beyond the ten (10) business days unless it may do so based on good faith reliance upon an exception to disclosure under the Public Information Act, or unless Customer is ordered to withhold disclosure by the order of a court having competent jurisdiction. Customer may, but shall not be required, to join in any legal proceedings relating to the requested disclosure unless required to do so by the court. In the event that Provider initiates legal proceedings, or Customer initiates legal proceedings or withholds requested records at Provider's request, Provider shall indemnify and hold Customer harmless from and against all costs, attorneys' fees, expenses, liabilities, damages or other liabilities Customer may incur due to the legal proceedings initiated at and/or Customer's withholding of records at Provider's request. Customer shall not be liable to Provider for any loss, cost or expense relating to the disclosure of requested records if Provider fails to obtain legal protection against disclosure and Customer releases the records in good faith.

ARTICLE 8 – LIMITATION OF LIABILITY

8.1 General Limitations. Provider shall not be liable for any loss or damage occasioned by a Force Majeure Event. Except as expressly provided to the contrary elsewhere in the Agreement, Provider's aggregate liability for any and all causes and claims arising under the Agreement, whether based in contract, tort, warranty or otherwise shall be limited to the lesser of: (i) the actual direct damages sustained by Customer; or (ii) an amount equivalent to the total MRC received by Provider from Customer for the Service(s) at issue during the preceding twelve (12) month period.

8.2 Service Level Agreement. Should Provider fail, on any one or more occasions, to deliver any one or more Services to Customer in accordance with all of the terms and conditions contained in the applicable SLA, Customer's sole and exclusive remedy for such failure shall be as set forth in the SLA. No such failure shall be considered a Default by Provider under the Agreement.

8.3 No Special Damages. EXCEPT FOR (i) EACH PARTY'S CONFIDENTIALITY OBLIGATIONS UNDER ARTICLE 7 ABOVE, (ii) EACH

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PARTY'S THIRD-PARTY INDEMNIFICATION OBLIGATIONS UNDER ARTICLE 9 BELOW, AND (iii) CLAIMS ARISING FROM A PARTY'S INTENTIONAL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES WHATSOEVER, ARISING OUT OF OR INCURRED IN CONNECTION WITH A PARTY'S PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, INCLUDING, BY WAY OF EXAMPLE AND NOT BY WAY OF LIMITATION, LOST PROFITS, LOST REVENUE, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF DATA OR COST OF PURCHASING REPLACEMENT SERVICES, EVEN IF THE OTHER PARTY HAD BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH SPECIAL DAMAGES.

8.4 Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, PROVIDER MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, EITHER IN FACT OR BY OPERATION OF LAW, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, FITNESS FOR A PARTICULAR PURPOSE OR USE OF ANY SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.

8.5 Assumption of Risk. PROVIDER HAS NO CONTROL OVER AND EXPRESSLY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY WHATSOEVER FOR THE CONTENT OF ANY INFORMATION TRANSMITTED OR RECEIVED BY CUSTOMER THROUGH THE SERVICES, SERVICE INTERRUPTIONS ATTRIBUTABLE TO CUSTOMER'S NETWORK, ANY CUSTOMER EQUIPMENT FAILURES, OR ANY OTHER SUCH CAUSES, AND CUSTOMER USES THE SERVICES AT CUSTOMER'S OWN RISK. CUSTOMER SHALL BE RESPONSIBLE FOR THE SECURITY, CONFIDENTIALITY AND INTEGRITY OF INFORMATION CUSTOMER TRANSMITS OR RECEIVES USING ANY SERVICES.

8.6 Disclaimer Regarding HIPAA Compliance. If and to the extent Customer is a covered entity under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and needs its business associates to comply with HIPAA, Provider hereby notifies Customer that Provider's operations are not compliant with HIPAA. Provider's operations are generally exempt from HIPAA pursuant to the conduit exception. However, if and to the extent the Services provided pursuant to any Service Order would not qualify for the conduit exception, Provider's operations with respect to the Services are not HIPAA complaint. Provider will not execute a business associate agreement under HIPAA.

ARTICLE 9 –INDEMNIFICATION FOR THIRD PARTY CLAIMS

9.1 Indemnification by Customer. Customer shall indemnify, defend and hold Provider and its members, managers, officers, agents and employees (collectively, the "**Provider Indemnified Parties**") harmless from and against any and all claims, lawsuits or damages asserted against the Provider Indemnified Parties by any third-party to the extent the same arise out of or are due to: (i) Customer's negligence or willful misconduct in exercising its rights or performing its obligations under the Agreement; (ii) Customer's noncompliance with or Default under the Agreement; and/or (iii) Customer's failure to comply with applicable law in connection with its performance under the Agreement. (All indemnifications or limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying the Customer's rights.)

9.2 Indemnification by Provider. Provider shall indemnify, defend and hold Customer and its members, managers, officers, agents and employees (collectively, the "**Customer Indemnified Parties**") harmless from and against any and all claims, lawsuits or damages asserted against the Customer Indemnified Parties by any third-party to the extent the same arise out of or are due to: (i) Provider's negligence or willful misconduct in exercising its rights and performing its obligations under the Agreement; (ii) Provider's noncompliance with or Default under the Agreement; and/or (iii) Provider's failure to comply with applicable law in connection with its performance under the Agreement.

9.3 Indemnification Procedures for Third-Party Claims. Should any third-party claim arise under this Article 9, the indemnified Party shall promptly notify the indemnifying Party of same in writing, and shall take such action as may be necessary to avoid default or other adverse consequences in connection with such claim. The indemnifying Party shall have the right to select counsel and to control the defense and settlement of such claim; provided, however, that the indemnified Party shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in handling the claim, and provided further, that the indemnifying party shall not take any action in defense or settlement of the claim that would negatively impact the indemnified Party without the consent of the indemnified Party. The indemnified Party shall reasonably cooperate with the indemnifying Party in the defense of the third-party claim, including making its files and personnel reasonably available to the indemnifying Party, all at the cost and expense of the indemnifying Party.

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ARTICLE 10 – FORCE MAJEURE EVENTS

Neither Party shall be liable for any delay in or failure of performance hereunder (other than Customer's payment obligations under Article 4) due to causes beyond such Party's reasonable control including, but not limited to, acts of God, fire, flood, earthquake, ice storms, wind storms, or other sever weather events, explosion, vandalism, cable cut, terrorist acts, insurrection, riots or other civil unrest, national or regional emergency, unavailability of rights-of-way, a governmental authority's failure to timely act, inability to obtain equipment, material or other supplies due to strike, lockout or work stoppage, or any law, order, regulation, direction, action or request of any civil or military governmental authority (each, a "**Force Majeure Event**"). If any Force Majeure Event causes an increase in the time required for performance of any of its duties or obligations, the affected Party shall be entitled to an equitable extension of time for completion. If the delay in performance caused by the Force Majeure Event exceeds thirty (30) days, either Party may terminate the Agreement or the applicable Service Order(s) immediately on written notice to the other Party, without incurring any liability in connection with such termination.

ARTICLE 11 – DISPUTE RESOLUTION

11.1 General Provisions. Except for actions seeking a temporary restraining order or injunction, or suits to compel compliance with this dispute resolution process, the Parties agree to use the dispute resolution procedures set forth in this Article 11 with respect to any controversy or claim (each, a "**Dispute**") arising out of or relating to the Agreement. All discussions occurring and documents exchanged pursuant to Sections 11.2 and 11.3 below are confidential and inadmissible for any purpose in any legal proceeding involving the Parties; provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation or mediation process.

11.2 Negotiations. Should any Dispute arise, either Party may give the other Party written notice of the Dispute (each, a "**Dispute Notice**"). The Parties shall use good faith efforts to resolve the Dispute through negotiation within thirty (30) days of the date on which the Dispute Notice is delivered. With respect to Fee disputes arising under Article 4, compliance with the negotiation procedures described in Section 4.2 shall be in lieu of the provisions of this Section 11.2. If the Parties do not resolve the Dispute within such thirty (30) day period, either of the Parties may submit the matter to non-binding mediation through a professional mediation service.

11.3 Mediation. If a Dispute is submitted to mediation, the Parties will cooperate in selecting a qualified mediator from a panel of neutral mediators having experience in the telecommunications and broadband internet industry. The Parties shall share equally in the costs of mediation. If the Parties are unable to resolve the Dispute within sixty (60) days of submitting the Dispute to mediation, either Party may initiate litigation as is provided for in Section 11.4 below.

11.4 Governing Law. The Agreement and all matters arising out of the Agreement shall be governed by the laws of the State of Texas. Any judicial action arising in connection with the Agreement shall be in the District Court of the State of Texas in and for Williamson County.

ARTICLE 12 – ASSIGNMENT AND ASSUMPTION

Except as otherwise provided in this Article 12, neither Party shall assign, delegate or otherwise transfer the Agreement or its obligations under the Agreement, in whole or in part, without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may, without the necessity of obtaining the other Party's consent, assign its interest in and to the Agreement to: (i) any entity acquiring such Party, whether by merger or through purchase of substantially all the assets of such Party; (ii) a lender as an asset securing indebtedness; or (iii) an Affiliate of such party; provided, that in the event of a transfer to an Affiliate, the transferring Party shall continue to remain liable for the obligations under the Agreement.

ARTICLE 13 – NOTICES

Unless otherwise provided elsewhere in the Agreement, any notice to be given to either Party under the Agreement will be in writing and directed to the addresses set forth below. Notices will be deemed received (i) the next business day, when sent by reliable, commercial overnight courier; (ii) three (3) business days after being sent by certified mail, postage prepaid and return receipt requested; (iii) when actually received, if sent by email during the business hours of 9:00 a.m. to 5:00 p.m. (recipient's time). Notices received after 5:00 p.m. (recipient's time) will be effective the next business day.

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If to Provider:
Astound Business Solutions, LLC
650 College Road East, Suite 3100
Princeton, NJ 08540
ATTN: Business Solutions

If to Customer:
Williamson County, Texas
100 Wilco Way, Suite P101
Georgetown, TX 78626
ATTN: Purchasing Department

With a Copy to:
Astound Business Solutions, LLC
650 College Road East, Suite 3100
Princeton, NJ 08540
ATTN: Legal Department

With a Copy to:

Either Party may change its notice address by giving notice to the other Party in accordance with this Article.

ARTICLE 14 – REPRESENTATIONS AND COVENANTS

Each Party represents and covenants to the other as follows: (i) the execution and delivery of the Agreement and the performance of its obligations hereunder have been duly authorized; (ii) the Agreement is a valid and legal agreement binding on such parties and enforceable in accordance with its terms; (iii) to the best of its knowledge and belief, it is in material compliance with all laws, rules and regulations and court and governmental orders related to the operation of its business; and (iv) it shall comply with all applicable laws and regulations when exercising its rights and performing its obligations under the Agreement.

ARTICLE 15 – MISCELLANEOUS

15.1 Entire Agreement; Interpretation. The Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the Parties regarding the subject matter contained herein. The Agreement may only be modified or supplemented by an instrument executed by an authorized representative of each Party. The Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the Parties, and the language in all parts of the Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the Parties. If any provision of the Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of the Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect.

15.2 No Waiver. No failure by either Party to enforce any rights hereunder will constitute a waiver of such rights. Nor shall a waiver by either Party of any particular breach or default constitute a waiver of any other breach or default or any similar future breach or default. Provider's acceptance of any payment under the Agreement will not constitute an accord or any other form of acknowledgement or satisfaction that the amount paid is in fact the correct amount, and acceptance of a payment will not release any claim by Provider for additional amounts due from Customer.

15.3 Relationship; No Third Party Beneficiaries. The Agreement is a commercial contract between Provider and Customer and the relationship between the Parties is that of independent contractors. Nothing in the Agreement creates any partnership, principal- agent, employer-employee or joint venture relationship between the Parties or any of their Affiliates, agents or employees for any purpose. The Agreement is for the sole benefit of Provider and Customer and is not intended to confer any rights on any other person; there are no third party beneficiaries of the Agreement.

15.4 Exhibits. The following Exhibits, which are attached to this MSA, are incorporated herein and by this reference made a part of this MSA:

EXHIBIT A - Service Level Agreement for Lit Fiber Services
EXHIBIT B - Service Level Agreement for Dark Fiber & Wavelength Services

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15.5 Computation of Time. Except where expressly provided to the contrary, as used in the Agreement, the word "day" shall mean "calendar day," and the computation of time shall include all Saturdays, Sundays and holidays for purposes of determining time periods specified in the Agreement. If the final date of any period of time set out in any provision of the Agreement falls upon a Saturday or a Sunday or a legal holiday, then in such event, the time of such period shall be extended to the next day that is not a Saturday, Sunday or legal holiday. As used in the Agreement, the term "business day" shall mean a day that is not a Saturday, Sunday or a legal holiday.

15.6 Counterparts; Electronic Signatures. This MSA and any Service Order entered into by the Parties pursuant to this MSA may be executed in multiple counterparts, each of which shall constitute an original, and all of which shall constitute one and the same instrument. Any executed documents sent to the other Party in portable document format (pdf) images via email will be considered the same as an original document. The Parties consent to the use of electronic signatures.

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

[Signatures on following page.]

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The Parties are signing this MSA as of the Effective Date set forth in the preamble above.

CUSTOMER:

Williamson County, Texas

By Bill Gravell (Jul 13, 2022 08:16 CDT)

Name: Bill Gravell

Title: Jul 13, 2022

PROVIDER:

Astound Business Solutions, LLC, a Delaware limited liability company

DocuSigned by:

By Ryan Thompson
37EC12904CF84EC...

Name: Ryan Thompson

Title: Sr. Director GEMS

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EXHIBIT A to Master Services Agreement for Enterprise Services
Service Level Agreement for Lit Fiber Services

This Service Level Agreement for Lit Fiber Services (this "SLA") is a part of the Master Services Agreement for Enterprise Services – Governmental Customer ("MSA") between Astound Business Solutions, LLC ("Astound") and Customer. Unless otherwise provided in the applicable Service Order, this SLA applies to the following types of lit fiber Services provided by Astound pursuant to the MSA: (a) dedicated Internet access services, (b) Ethernet transport services, and (c) voice services, including hosted voice.

1. AVAILABILITY SLA

Astound's Network is designed to provide a target **Availability of at least 99.99%** per month. If the Availability target is not achieved in a given calendar month, Customer shall be entitled to the remedies set forth in the table below, which must be claimed as described in this SLA.

Target Availability	Duration of Service Outage	Customer Credit as % of MRC for the applicable Circuit*
99.99% Availability	Less than 4 minutes 20 seconds	Target Met
	4 min. 20 sec. up to 2 hours	5%
	> 2 hour up to 6 hours	10%
	> 6 hours up to 12 hours	20%
	> 12 hours up to 24 hours	35%
	> 24 hours	50%

*Customer credits for Unavailability are calculated on an individual circuit basis, and the amount of any credit is based on the portion of MRC allocable to the affected circuit.

2. MEAN TIME TO RESTORE ("MTTR") SLA

In the event of Outages in Services due to failure or malfunction of the Astound Network or Astound Equipment, Astound's CNOC is designed to provide a **MTTR of 6 hours or less**. If the target MTTR is not met for a particular circuit in a given calendar month, and Customer receives a Service from Astound on the circuit at issue, then Customer shall be entitled to remedies set forth in the table below, which must be claimed as described in this SLA.

Target MTTR	Actual MTTR	Customer Credit as % of MRC for the applicable Circuit
6 hr MTTR	≤ 6 Hrs.	Target Met
	> 6 Hrs. to 10 Hrs.	5%
	> 10 Hrs. to 18 Hrs.	10%
	> 18 Hrs.	20%

3. PACKET DELIVERY/PACKET LOSS SLA

The Astound Network is designed to provide **no greater than 0.1% Packet Loss**. If the Packet Loss target is not achieved in a given calendar month, Customer shall be entitled to the remedies set forth in the table below, which must be claimed as described in this SLA. Customer credits for average monthly Packet Loss are calculated on an individual circuit basis, and the amount of any credit is based on the portion of MRC allocable to the affected circuit.

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Target Maximum Packet Loss	Actual Packet Loss (lower end – upper end)	Customer Credit as % of MRC for the applicable Circuit
≤ 0.1% Packet Loss	0% - 0.1%	Target Met
	> 0.1% - 0.4%	5%
	> 0.4% - 0.7%	10%
	> 0.7% - 1.0%	25%
	> 1.0%	50%

4. LATENCY SLA

The Astound Network is designed to provide a monthly average one-way Latency not to exceed the following:

- **For "Local Market" distances of ≤ 75 miles = 10 ms**
- **For "Inter-Market" distances of between 76 – 750 miles = 20 ms**
- **For "Long-Haul" distances of > 750 miles = 50 ms**

If the applicable Latency target is not achieved in a given month and Astound does not remedy the problem within fifteen (15) calendar days from the date on which Customer opens a Trouble Ticket with the Astound CNOC regarding excessive Latency, Customer shall be entitled to the remedies set forth in the table below, which must be claimed as described in this SLA.

Target Local Market Latency	**Target Inter-Market Latency**	**Target Long-Haul Latency**	Actual One-Way Latency (lower end - upper end)	Customer Credit as % of MRC for the applicable Circuit
10 ms or less	**20 ms or less**	**50 ms or less**	≤ Target Latency	Target Met
			> Target up to 8 ms over Target	5%
			> 8 ms up to 15 ms over Target	10%
			> 15 ms up to 20 ms over Target	25%
			> 20 ms over Target	50%

5. NETWORK JITTER SLA

The Astound Backbone Network is designed to have a monthly average one-way Network Jitter not to exceed the following:

- **For Local Market distances of ≤ 75 miles = 2 ms**
- **For Inter-Market distances of between 76 – 750 miles = 5 ms**
- **For Long-Haul distances of > 750 miles = 15 ms**

If the applicable Network Jitter target is exceeded in a given calendar month, Customer will be entitled to a credit of 1/30th of the MRC of the affected circuit for that month for each full 1ms of Network Jitter above the Network Jitter target set forth above. Any such credit must be claimed as described in this SLA.

6. CHRONIC OUTAGE

If Customer experiences a Chronic Outage with respect to a Service, Customer shall have the right to elect either of the following remedies, which must be claimed as described in this SLA: (i) substitute a different Service or a different circuit/path for the Service and circuit/path that experienced the Chronic Outage without incurring any Termination Charge or installation fees; or (ii) terminate the affected Service for the circuit/path that experienced the Chronic Outage without incurring any Termination Charge.

7. DEFINITIONS

For purposes of this SLA the following terms shall have the meanings set forth below.

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"Astound Backbone Network" means Astound's core fiber backbone that connects Astound's POPs and regional hubs.

"Astound's Commercial Network Operations Center" or "Astound's CNOC" means Astound's commercial network operations center, which is staffed 24x7x365.

"Astound Network" means all equipment, facilities and infrastructure that Astound uses to provide Services to Customer, and includes Customer's access port. The "Astound Network" does not include Customer owned or leased equipment (unless leased from Astound), or any portion of Customer's local area network after the demarcation point for the Services provided by Astound.

"Availability" means the ability of Customer to exchange Ethernet packets with the Astound Network via Customer's router port. Availability is measured in minutes of uptime over the calendar month during which the Services are Available:

$$\text{\% Availability (per calendar month)} = \frac{\text{(Total Minutes in Month – Total Minutes of Unavailability in Month)}}{\text{Total Minutes in Month}}$$

For Ethernet Transport Services and VoIP Services, Availability is calculated at the individual circuit level, between Astound's Backbone Network and the Customer's router port. For Dedicated Internet Access Services, Availability is calculated from the Customer's router port through the Astound Network to the handoff point for the Internet. Dedicated Internet Access Service Availability does not include the availability of the Internet itself or any particular Internet resource. Periods of Excused Outage are not included in Availability metrics.

"Chronic Outage" means a series of three (3) or more Service Outages affecting the same Service on the same circuit during a given calendar month, each of which has an actual time to restore "TTR" in excess of Astound's targeted MTTR.

"Emergency Maintenance" means Astound's efforts to correct conditions on the Astound Network that are likely to cause a material disruption to or outage in services provided by Astound and which require immediate action. Emergency Maintenance may degrade the quality of the Services provided to Customer, including possible outages. Any such outages are Excused Outages that will not entitle Customer to credits under this SLA. Astound may undertake Emergency Maintenance at any time Astound deems necessary and will provide Customer with notice of such Emergency Maintenance as soon as commercially practicable under the circumstances.

"Excused Outage" means any disruption to or unavailability of Services caused by or due to (i) Scheduled Maintenance, (ii) Emergency Maintenance, or (iii) circumstances beyond Astound's reasonable control, such as, by way of example only, Force Majeure Events, acts or omissions of Customer or Customer's agents, licensees or end users, electrical outages not caused by Astound, or any failure, unavailability, interruption or delay of third-party telecommunications network components the use of which are reasonably necessary for Astound's delivery of the Services to Customer.

"Jitter" or "Network Jitter" refers to a variation in the interval at which packets are received, also described as the variability in Latency as measured in the variability over time of the packet Latency across a network. Jitter is calculated as an aggregate average monthly metric measured by Astound across the Astound Backbone Network between a sample of Astound POPs. Local access loops are not included. Periods of Excused Outage are not included in Jitter metrics.

"Latency" means how much time it takes, measured in milliseconds, for a packet of data to get from one designated point on Astound's Network to another designated point on Astound's Network. Latency is calculated as an aggregate average monthly metric measured by Astound across the Astound Backbone Network between a sample of Astound POPs. Local access loops are not included. Periods of Excused Outage are not included in Latency metrics.

"Mean Time to Restore" or "MTTR" means the average time required to restore the Astound Network to a normally operating state in the event of an Outage. MTTR is calculated on a circuit basis, as a monthly average of the time it takes Astound to repair all Service Outages on the specific circuit. MTTR is measured from the time an Outage related Trouble Ticket is generated by the Astound CNOC until the time the Service is again Available. The cumulative length of Service Outages per circuit is divided by the

number of Trouble Tickets in the billing month to derive the monthly MTTR per circuit:

$$\text{MTTR in Hrs (per calendar month)} = \frac{\text{Cumulative Length of Service Outages Per Month Per Circuit}}{\text{Total Number of Trouble Tickets for Service Outages Per Month Per Circuit}}$$

Periods of Excused Outage are not included in MTTR metrics.

"Outage" means a disruption in the Service making the Service completely unavailable to Customer that is not an Excused Outage. For purposes of SLA-related credits and remedies, the period of unavailability begins when an Outage-related Trouble Ticket is opened by the Customer and ends when the connection is restored, as measured by Astound. Unavailability does not include periods of Service degradation, such as slow data transmission.

"Packet Loss" means the unintentional discarding of data packets in a network when a device (e.g., switch, router, etc.) is overloaded and cannot accept any incoming data. Packet Loss is calculated as aggregate average monthly metric measured by Astound across the Astound Backbone Network between a sample of Astound POPs. Local access loops are not included. Periods of Excused Outage are not included in Packet Loss metrics.

"Scheduled Maintenance" means any maintenance of the portion of the Astound Network to which Customer's router is connected that is performed during a standard maintenance window (1:00AM – 6:00AM Local Time). Customer will be notified via email at least forty-eight (48) hours in advance of any scheduled maintenance that is likely to affect Customer's Service.

"Trouble Ticket" means a trouble ticket generated through the Astound CNOC upon notification of a Service-related problem. Trouble Tickets may be generated by Astound pursuant to its internal network monitoring process, or by Customer's reporting of a problem to the Astound CNOC. In order for Customer to be eligible for credits or remedies under this SLA, Customer must contact the Astound CNOC and open a Trouble Ticket regarding the problem; Trouble Tickets generated internally by Astound will not provide a basis for Customer credits or Chronic Outage remedies.

8. CLAIMING CREDITS AND REMEDIES

8.1 Requesting SLA Related Credits and Chronic Outage Remedies. To be eligible for any SLA-related Service credit or Chronic Outage remedy, Customer must be current in its financial obligations to Astound. Credits are exclusive of any applicable taxes charged to Customer or collected by Astound.

(i) To claim SLA-related Service credits, Customer must do the following:

(a) Open a Trouble Ticket with the Astound CNOC within twenty-four (24) hours of the occurrence giving rise to the claimed credit(s);

(b) Submit a written request for the credit(s) to Customer's account manager within fifteen (15) days after the end of the calendar month in which the incident giving rise to the credit(s) occurred; and

(c) Provide the following documentation when requesting the credit(s):
- Customer name and contact information;
- Trouble Ticket number(s);
- Date and beginning/end time of the claimed Outage or failed SLA metric;
- Circuit IDs for each pertinent circuit/path; and
- Brief description of the characteristics of the claimed Outage or failed SLA metric.

(ii) To claim remedies for a Chronic Outage under this SLA, Customer must do the following:

(a) Open a Trouble Ticket regarding the Chronic Outage with the Astound CNOC within seventy-two (72) hours of the last Outage giving rise to the claimed remedy;

(b) Submit a written request for a remedy regarding the Chronic Outage to Customer's account

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manager within thirty (30) days of the end of the calendar month in which the Chronic Outage occurred; and

(c) Provide the following documentation when requesting the remedy:
- Customer name and contact information;
- Type of remedy requested (e.g., substitution or termination);
- Trouble Ticket numbers for each individual Outage event;
- Date and beginning/end time of each of the claimed Outages;
- Trouble Ticket number for the Chronic Outage at issue;
- Circuit IDs for each pertinent circuit/path; and
- Brief description of the characteristics of the claimed Chronic Outage.

If Customer fails to timely submit, pursuant to the procedure described in this Section, a request for any SLA-related credit or Service Outage remedy for which Customer might otherwise be eligible under this SLA, Customer shall be deemed to have waived its right to receive such credit or remedy. The credits and remedies provided by this SLA are Customer's sole and exclusive remedies for any and all claims or complaints regarding the quality and/or availability of any of the Services to which this SLA applies.

8.2 Astound's Evaluation of Claims. All claims for SLA-related credits and remedies for Chronic Outages are subject to evaluation and verification by Astound. Upon receiving a claim for SLA-related credit and/or remedies for Chronic Outage, Astound will evaluate the claim and respond to Customer within thirty (30) days. If Astound requires additional information in order to evaluate Customer's claim, Astound will notify Customer by email specifying what additional information is required. Customer will have fifteen (15) days from the date on which it receives Astound's request for additional information in which to provide the requested information to Astound. If Customer fails to provide the additional information within that time period, Customer will be deemed to have abandoned its claim. Astound will promptly notify Customer of Astound's resolution of each Customer claim. If Customer's claim for an SLA-related credit or Chronic Outage remedy is rejected, the notification will specify the basis for the rejection. If Customer's claim for a credit is approved, Astound will issue the credit to Customer's account, to appear on the next monthly invoice. If Customer's claim for a Chronic Outage remedy is approved, Astound will notify Customer of the date on which the requested substitution or termination will occur. Astound's determination regarding whether or not an SLA has been violated shall be final.

8.3 Limitations and Exclusions. Total credits for any given calendar month shall not exceed 100% of the MRC for the affected Service. Credits shall not be cumulative with respect to any given incident; instead, if multiple SLAs are violated during a single incident, Customer shall be entitled only to the largest applicable credit amount. This SLA will not apply and Customer will not be entitled to any credit under this SLA for any impairment of Services that is caused by or due to any of the following: (i) the acts or omissions of Customer, its agents, employees, contractors, or Customer's end users, or other persons authorized by Customer to access, use or modify the Services or the equipment used to provide the Services, including Customer's use of the Service in an unauthorized or unlawful manner; (ii) the failure of or refusal by Customer to reasonably cooperate with Astound in diagnosing and troubleshooting problems with the Services; (iii) scheduled Service alteration, maintenance or implementation; (iv) the failure or malfunction of network equipment or facilities not owned or controlled by Astound or Astound's Affiliates; (v) Force Majeure Events; (vi) Astound's inability (due to no fault of Astound) to access facilities or equipment as reasonably required to troubleshoot, repair, restore or prevent degradation of the Service; (vii) Astound's termination of the Service for cause, or as otherwise authorized by the Agreement; or (viii) Astound's inability to deliver Service by Customer's desired due date.

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EXHIBIT B to Master Services Agreement for Enterprise Services
Service Level Agreement for Dark Fiber & Wavelength Services

This Service Level Agreement for Dark Fiber & Wavelength Services (this "SLA") is a part of the Master Services Agreement for Enterprise Services – Governmental Customer ("MSA") between Astound Business Solutions, LLC ("Astound") and Customer. Unless otherwise provided in the applicable Service Order, this SLA applies to the following types of Services provided by Astound pursuant to the MSA: (i) dark fiber services, and (ii) wavelength services.

1. AVAILABILITY SLA

Astound's dark fiber paths and wavelengths are designed to provide a target Availability of **at least 99.9%** per calendar month. If the Availability target is not met with respect to a given dark fiber path or wavelength in a given calendar month, Customer will be entitled to a credit in the amount set forth below, which must be claimed as described in this SLA. Customer credits for Outages of dark fiber or wavelength Services are calculated on an individual path basis, and the amount of any credit is based on the portion of MRC allocable to the affected Service.

Duration of Unavailability	Customer Credit as % of MRC for the applicable Service
Less than 45 minutes	Target Met
45 Min. up to 8 hours	5%
> 8 hours up to 16 hours	10%
> 16 hours up to 24 hours	20%
> 24 hours	35%

2. MEAN TIME TO RESTORE ("MTTR") SLA

In the event of Outages in the Services, Astound's CNOC is designed to provide a MTTR of **no greater than 6 hours**. If the target MTTR is not met for a particular dark fiber path or wavelength in a given calendar month, and Customer receives a Service from Astound on the path at issue, then Customer shall be entitled to remedies set forth in the table below, which must be claimed as described in this SLA.

Target MTTR	Actual MTTR	Customer Credit as % of MRC for the applicable Service
6 hr MTTR	≤ 6 Hrs.	Target Met
	> 6 Hrs. to 10 Hrs.	5%
	> 10 Hrs. to 18 Hrs.	10%
	> 18 Hrs.	20%

3. CHRONIC OUTAGE

If Customer experiences a Chronic Outage with respect to a Service, Customer shall have the right to elect either of the following remedies, which must be claimed as described in this SLA: (i) substitute a different Service or a different path for the Service that experienced the Chronic Outage without incurring any Termination Charge or installation fees; or (ii) terminate the affected Service for the path that experienced the Chronic Outage without incurring any Termination Charge.

4. DEFINITIONS

For purposes of this SLA the following terms shall have the meanings set forth below.

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"Astound's Commercial Network Operations Center" or "Astound's CNOC" means Astound's commercial network operations center, which is staffed 24x7x365.

"Astound Network" means all equipment, facilities and infrastructure that Astound uses to provide Services to Customer, and includes Customer's access port. The "Astound Network" does not include Customer owned or leased equipment (unless leased from Astound), or any portion of Customer's local area network after the demarcation point for the Services provided by Astound.

"Availability" means the dark fibers or the wavelength at issue is available to and accessible by Customer at the specified locations, is capable of transmitting signals and can otherwise be used by Customer. Availability does not involve the quality of data transmission. Periods of Excused Outage are not included in the Availability metric. Astound does not monitor the use or availability of dark fiber or wavelength Services, thus any Outage must be reported to Astound by Customer.

"Chronic Outage" means a series of three (3) or more Service Outages affecting the same Service on the path during a given calendar month, each of which has an actual time to restore "TTR" in excess of Astound's targeted MTTR.

"Emergency Maintenance" means Astound's efforts to correct conditions on the Astound Network that are likely to cause a material disruption to or outage in Services provided by Astound and which require immediate action. Emergency Maintenance may degrade the quality of the Services provided to Customer, including possible outages. Any such outages are Excused Outages that will not entitle Customer to credits under this SLA. Astound may undertake Emergency Maintenance at any time Astound deems necessary and will provide Customer with notice of such Emergency Maintenance as soon as commercially practicable under the circumstances.

"Excused Outage" means any disruption to or unavailability of Services caused by or due to (i) Scheduled Maintenance, (ii) Emergency Maintenance, or (iii) circumstances beyond Astound's reasonable control, such as, by way of example only, Force Majeure Events, acts or omissions of Customer or Customer's agents, licensees or end users, electrical outages not caused by Astound, or any failure, unavailability, interruption or delay of third-party telecommunications network components the use of which are reasonably necessary for Astound's delivery of the Services to Customer.

"Mean Time to Restore" or "MTTR" means the average time required to restore the Service(s) to a normally operating state in the event of an Outage. MTTR is calculated on a path/route basis, as a monthly average of the time it takes Astound to repair all Service Outages on the specific path/route. MTTR is measured from the time Customer opens an Outage related Trouble Ticket is with the Astound CNOC until the time the Service is again Available. The cumulative length of Service Outages per circuit is divided by the number of Trouble Tickets in the billing month to derive the monthly MTTR per circuit:

$$\text{MTTR in Hrs (per calendar month)} = \frac{\text{Cumulative Length of Service Outages Per Month Per Circuit}}{\text{Total Number of Trouble Tickets for Service Outages Per Month Per Circuit}}$$

Periods of Excused Outage are not included in MTTR metrics.

"Outage" means a disruption in the Service making the Service completely unavailable to Customer that is not an Excused Outage. For purposes of SLA-related credits and remedies, the period of unavailability begins when an Outage-related Trouble Ticket is opened by the Customer and ends when the connection is restored, as measured by Astound. Unavailability does not include periods of Service degradation, such as slow data transmission.

"Scheduled Maintenance" means any maintenance of the portion of the Astound Network to which Customer's demarc is connected that is performed during a standard maintenance window (1:00AM – 6:00AM Local Time). Customer will be notified via email at least forty-eight (48) hours in advance of any scheduled maintenance that is likely to affect Customer's Service.

"Trouble Ticket" means a trouble ticket generated through the Astound CNOC upon notification of a Service-related problem. In order for Customer to be eligible for credits or remedies under this SLA, Customer must contact the Astound CNOC and open a Trouble Ticket regarding the problem.

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5. CLAIMING CREDITS AND REMEDIES

5.1 Requesting SLA Related Credits and Chronic Outage Remedies. To be eligible for any SLA-related Service credit or Chronic Outage remedy, Customer must be current in its financial obligations to Astound. Credits are exclusive of any applicable taxes charged to Customer or collected by Astound.

(i) To claim SLA-related Service credits, Customer must do the following:

(a) Open a Trouble Ticket with the Astound CNOC within twenty-four (24) hours of the occurrence giving rise to the claimed credit(s);

(b) Submit a written request for the credit(s) to Customer's account manager within fifteen (15) days after the end of the calendar month in which the incident giving rise to the credit(s) occurred; and

(c) Provide the following documentation when requesting the credit(s):
- Customer name and contact information;
- Trouble Ticket number(s);
- Date and beginning/end time of the claimed Outage or failed SLA metric;
- Circuit IDs for each pertinent circuit/path; and
- Brief description of the characteristics of the claimed Outage or failed SLA metric.

(ii) To claim remedies for a Chronic Outage under this SLA, Customer must do the following:

(a) Open a Trouble Ticket regarding the Chronic Outage with the Astound CNOC within seventy-two (72) hours of the last Outage giving rise to the claimed remedy;

(b) Submit a written request for a remedy regarding the Chronic Outage to Customer's account manager within thirty (30) days of the end of the calendar month in which the Chronic Outage occurred; and

(c) Provide the following documentation when requesting the remedy:
- Customer name and contact information;
- Type of remedy requested (e.g., substitution or termination);
- Trouble Ticket numbers for each individual Outage event;
- Date and beginning/end time of each of the claimed Outages;
- Trouble Ticket number for the Chronic Outage at issue;
- Circuit IDs for each pertinent circuit/path; and
- Brief description of the characteristics of the claimed Chronic Outage.

If Customer fails to timely submit, pursuant to the procedure described in this Section, a request for any SLA-related credit or Service Outage remedy for which Customer might otherwise be eligible under this SLA, Customer shall be deemed to have waived its right to receive such credit or remedy. The credits and remedies provided by this SLA are Customer's sole and exclusive remedies for any and all claims or complaints regarding the quality and/or availability of any of the Services to which this SLA applies.

5.2 Astound's Evaluation of Claims. All claims for SLA-related credits and remedies for Chronic Outages are subject to evaluation and verification by Astound. Upon receiving a claim for SLA-related credit and/or remedies for Chronic Outage, Astound will evaluate the claim and respond to Customer within thirty (30) days. If Astound requires additional information in order to evaluate Customer's claim, Astound will notify Customer by email specifying what additional information is required. Customer will have fifteen (15) days from the date on which it receives Astound's request for additional information in which to provide the requested information to Astound. If Customer fails to provide the additional information within that time period, Customer will be deemed to have abandoned its claim. Astound will promptly notify Customer of Astound's resolution of each Customer claim. If Customer's claim for an SLA-related credit or Chronic Outage remedy is rejected, the notification will specify the basis for the rejection. If Customer's claim for a credit is approved, Astound will issue the credit to Customer's account, to

DocuSign Envelope ID: CB38C7CC-1E87-4F87-9936-4D2BFF02DBC0

appear on the next monthly invoice. If Customer's claim for a Chronic Outage remedy is approved, Astound will notify Customer of the date on which the requested substitution or termination will occur. Astound's determination regarding whether or not an SLA has been violated shall be final.

5.3 **Limitations and Exclusions.** Total credits for any given calendar month shall not exceed 100% of the MRC for the affected Service. Credits shall not be cumulative with respect to any given incident; instead, if multiple SLAs are violated during a single incident, Customer shall be entitled only to the largest applicable credit amount. This SLA will not apply and Customer will not be entitled to any credit under this SLA for any impairment of Services that is caused by or due to any of the following: (i) the acts or omissions of Customer, its agents, employees, contractors, or Customer's end users, or other persons authorized by Customer to access, use or modify the Services or the equipment used to provide the Services, including Customer's use of the Service in an unauthorized or unlawful manner; (ii) the failure of or refusal by Customer to reasonably cooperate with Astound in diagnosing and troubleshooting problems with the Services; (iii) scheduled Service alteration, maintenance or implementation; (iv) the failure or malfunction of network equipment or facilities not owned or controlled by Astound or Astound's Affiliates; (v) Force Majeure Events; (vi) Astound's inability (due to no fault of Astound) to access facilities or equipment as reasonably required to troubleshoot, repair, restore or prevent degradation of the Service; (vii) Astound's termination of the Service for cause, or as otherwise authorized by the Agreement; or (viii) Astound's inability to deliver Service by Customer's desired due date.

[The remainder of this page is intentionally left blank.]

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:
2025-1291880

Date Filed:
04/07/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Astound Business Solutions, LLC
Princeton, NJ 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.
2025204
Astound-Smartwave WIFI Project for Historic Courthouse

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Stonepeak Tiger Holdings I, LLC, a Delaware limited liability	Princeton, NJ United States	X	
Stonepeak Tiger Holdings II, LP, a Delaware limited	Princeton, NJ United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

My address is [redacted] [redacted], [redacted], [redacted], 75056, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Denton County County, State of Texas, on the 7 day of April (month), 2025 (year).

Delina Anderson

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:
2025-1291880

Date Filed:
04/07/2025

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

Astound Business Solutions, LLC
Princeton, NJ 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.

2025204
Astound-Smartwave WIFI Project for Historic Courthouse

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		Controlling	Intermediary
Stonepeak Tiger Holdings I, LLC, a Delaware limited liability	Princeton, NJ United States	X	
Stonepeak Tiger Holdings II, LP, a Delaware limited	Princeton, NJ 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 **64.**

Meeting Date: 04/15/2025

Approval of Purchase for Oracle License Verification from Mythics, Inc. for Information Systems

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving purchase #2025193 between Williamson County and Mythics, Inc. in the amount of $143,782.38 pursuant to Omnia National 180233-002, formally US Communities.

Background

This purchase aligns with the operating budget increase due to the Oracle License Verification in March 2025. This purchase has a support term of April 1, 2025 - October 31, 2026. Funding Source is 01.0100.0503.004505 per FY25. Contract Audit and General Council have approved this purchase. Origination #2414. POC is Minnie Beteille.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quote

Form 1295

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/09/2025 02:43 PM
County Judge Exec Asst.	Andrea Schiele	04/09/2025 03:36 PM
Form Started By: Barbi Hageman		Started On: 04/07/2025 09:51 AM
Final Approval Date: 04/09/2025		

MYTHICS™

ORACLE Gold Partner | ORACLE Service Partner

4525 Main St., Suite 1500
Virginia Beach, VA 23462
Fed Tax ID# 54-1987871
Sales Rep: Lee D'Bene

Phone: 757.880.6133

Email: ldbene@mythics.com

Company Name: Williamson County

Contact Name: Minnie Beteille

Email: minnie.beteille@wilcotx.gov

Phone: 512.943.1448

Estimate Number: [redacted]

Estimate Prepared On: 04/07/2025

Price Valid Through: 04/15/2025

Line Item	Oracle Product Description	Oracle License Metric	New Base	Increment Licenses	Increment Count	Pricing per Increment	Net License Fee	Software Update License and Support
1	**Oracle Financials**	Enterprise $M in Operating Budget	325.00	37.50	3	$27,193.75	$81,581.25	$28,891.66
2	**Oracle Purchasing**	Enterprise $M in Operating Budget	325.00	37.50	3	$5,521.88	$16,565.64	$5,866.65
3	**Oracle Treasury**	Enterprise $M in Operating Budget	325.00	37.50	3	$2,677.50	$8,032.50	$2,844.68
							SUBTOTAL LICENSE FEES:	**$106,179.39**
							SUBTOTAL SOFTWARE UPDATE LICENSE & SUPPORT FEES (579 Days):	**$37,602.99**

Support Term April 1, 2025 - October 31, 2026

***TOTAL PRICE**	**$143,782.38**

*Applicable State taxes will be added unless an exemption is provided.
Software may be downloaded at: http://edelivery.oracle.com

Electronic Delivery: By confirming, referencing or placing an order based on this quote, you are agreeing that the software products or cloud services being purchased are for electronic delivery only and there is no transfer of tangible property.

Program Description	License Type	Number of Program Licenses Acquired Prior to Effective	Number of Program Licenses Acquired Herein if ordered directly from Oracle	Total Number of Program Licenses Acquired as of the Effective Date (Under this and other Orders)
Oracle Financials Oracle Purchasing Oracle Treasury	Enterprise $M in Operating Budget	287.50	37.50	325.00

Terms and Conditions

This estimate is an invitation to you to purchase products and/or services from Mythics. Your order is subject to Mythics' acceptance and to applicable Oracle terms and conditions per reference to an existing agreement/contract or a newly excuted agreement accompanying your order.

Oracle's License Definitions and Rules (LDRs) are available at https://www.oracle.com/corporate/contracts. Please note the LDRs that apply to this order will be those LDRs in effect at the time Contractor accepts Your order.

Support services are provided under Oracle's then current technical support policies located at: http://www.oracle.com/support/policies.html

All program licenses and the period of performance for all services are effective upon the date Oracle processes your order.

You acknowledge that in reliance on this order, Mythics will issue a non-cancellable order with its supplier for products or services purchased.
Non-Payment will constitute an immediate default of this contract and upon notice from Mythics, End-User shall be prohibited from continued use of software licensed and/or services until payment has been received in full for outstanding balance.

You agree that Mythics has the right to terminate your services or support with Oracle due to non-payment.

The programs and/or services you are ordering are acquired subject to the terms and condition set forth in the Oracle Software Programs and/or Services US Communities Supplemental Terms and Conditions v.032819 (the "Software STCs") attached as Exhibit C to Mythics Maricopa County (US Communities) Contract #180233-002 . The Software STCs shall take precedence over any conflicting term of, and shall apply notwithstanding the validity or invalidity of any other term, condition or provision included in or applicable to, this order.

Payment of this order is due in full in accordance with the above referenced terms.

This is a non-cancellable order.

Please iclude the following statements on your order:
Vendor: Mythics, LLC
Address: 4525 Main St. Suite 1500 Virginia Beach, VA 23462
This order is placed pursuant to the terms and conditions of: Maricopa County (US Communities) Contract #180233-002
Reference Mythics Quote Number: [redacted]
Payment Terms: License Net 30, Support Quarterly in Arrears

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:
2025-1290743

Date Filed:
04/03/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Mythics, LLC
Virginia Beach, 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.
2025193
Mythics LS-WC0325-EXP FY25 Oracle license verification

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Pegasus ME Buyer, Inc.	Virginia Beach, VA United States	X	
Smutz, Shane	Virginia Beach, VA United States	X	
Altamura, Doug	Virginia Beach, VA United States	X	
Seifert, Paul	Virginia Beach, VA United States	X	
Needleman, Scott	Virginia Beach, VA United States	X	
Hodgkiss, Kevin	Virginia Beach, VA United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

Executed in City of Virginia Beach County, State of Virginia, on the 3rd day of April (month), 2025 (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:
2025-1290743

Date Filed:
04/03/2025

Date Acknowledged:
04/07/2025

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

Mythics, LLC
Virginia Beach, 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

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2025193
Mythics LS-WC0325-EXP FY25 Oracle license verification

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Pegasus ME Buyer, Inc.	Virginia Beach, VA United States	X	
Smutz, Shane	Virginia Beach, VA United States	X	
Altamura, Doug	Virginia Beach, VA United States	X	
Seifert, Paul	Virginia Beach, VA United States	X	
Needleman, Scott	Virginia Beach, VA United States	X	
Hodgkiss, Kevin	Virginia Beach, 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)

Meeting Date: 04/15/2025

Approval of Services Contract for Fire Alarm Monitoring Services with Blackhawk Fire and Safety, 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 Contract #2025194 for Fire Alarm Monitoring with Blackhawk Fire and Safety, LLC for Facilities Management in the not-to-exceed amount of Forty-Nine Thousand Five Hundred and No/100 Dollars ($49,500.00) and authorizing the execution of the agreement.

Background

Williamson County Facilities Management Department is requesting to enter into an agreement for Fire Alarm Monitoring with Blackhawk Fire and Safety, LLC with the initial term beginning from the date of April 23, 2025, through September 30, 2027. The funding source 01.0100.0509.004500. Department point of contacts are Christi Stromberg or Shantil Moore.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Master Service Agreement

Form 1295 Blackhawk Fire & Safety Complete

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/09/2025 11:19 AM
County Judge Exec Asst.	Andrea Schiele	04/09/2025 11:23 AM
Form Started By: Michelle McKinney		Started On: 04/02/2025 04:34 PM
Final Approval Date: 04/09/2025		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

MASTER SERVICES AGREEMENT
WITH
Blackhawk Fire and Safety, 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 **Blackhawk Fire and Safety, 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 24-hour fire alarm monitoring of twenty-five (25) Williamson County Facilities listed in **Exhibit "A,"**. The services include but are not limited to the services and work described in the attached **Blackhawk Fire & Safety Agreement for Fire Alarm Monitoring Service** marked as **Exhibit "B,"** which is incorporated herein to the extent the it 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 begin April 23, 2025 and continue through September 30, 2027. 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 Blackhawk Fire & Safety Agreement for Fire Alarm Monitoring Service marked as Exhibit "A," hereto. The not-to-exceed amount under this Agreement is **Forty-Nine Thousand Five Hundred Dollars ($49,500.00)** for the life of this contract.

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.

XIV.

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.

XV.

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.

XVI.

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.

XVII.

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.

XVIII.

No Assignment: Service Provider may not assign this Agreement.

IX.

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.

XX.

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.

XXI.

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.

XXII.

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.

XXIII.

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.

XXIV.

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
Blackhawk Fire& Safety, LLC
3000 Hawks Swoop Trl.
Pflugerville, TX 78660

XXV.

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

XXVI.

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.

XXVII.

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.

XXVIII.

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. List of Williamson County facilities to be monitored "A,";
B. Blackhawk Fire & Safety Agreement for Fire Alarm Monitoring Service marked as Exhibit "B,"
C. Insurance certificates evidencing coverages required herein above and
D. Any Amendments agreed to by both parties.

In the event a dispute arises between terms and conditions of: (1) this Master Service Agreement by Williamson County and (2) the terms and conditions in the Blackhawk Fire & Safety Agreement for Fire Alarm Monitoring Service, applicable documents will be referred to for the purpose of Clarification or for additional detail in the following order of precedence: (1) this Master Service Agreement by Williamson County and (2) the terms and conditions in the Blackhawk Fire & Safety Agreement for Fire Alarm Monitoring Service.

XXIX.

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.

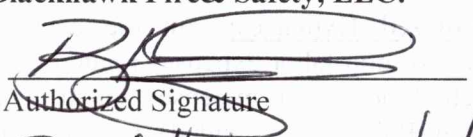
WILLIAMSON COUNTY:

_____
Authorized Signature

_____
County Judge/Presiding Officer

Dated: _____ _____, 20___

Blackhawk Fire& Safety, LLC:


Authorized Signature

Brad Hollingsworth / President
Printed Name

Dated: April 8, 2025

Approved as to Legal Form
HAL HAWES
General Counsel, Commissioners Court
Date: Apr 09 2025 Time: 10:11 am

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Apr 09 2025 Time: 8:23 am

Exhibit "A"
Williamson County Facilities to be Monitored

Animal Shelter	W397833998	1855 Se Inner Loop
Austin Annex	W397834597	9500 N. Lake Creek Pkwy.
Cedar Park Annex	W397833886	350 Discovery Blvd
Children's Advocacy	W391038014	1811 SE Inner Loop
CMF	W397833990	3151 Se Inner Loop
CTTC	W392030292	601 N Alligator St
EMS Training	W397834517	3189 Se Inner Loop
ESOC	W397833996	911 Tracy Chambers Ln
Expo Center	W397833202	5350 BILL PICKETT TRL
Expo Pavilion	U687038149	5352 BILL PICKETT TRL
Georgetown Annex	W397834608	100 Wilco Way Pct 3 Annex
Health District Texas Ave	W397833894	355 Texas Ave
Historical Courthouse	W397833951	710 S Main St
Historical Museum	W397832383	716 Austin Ave.
Impound	W397834605	3181 Se Inner Loop
Inner Loop Annex	W397833961	301 Se Innerloop
Jester Annex	W397833900	1801 E Old Settlers Rd
Jester Public Safety	W397833943	1781 E Old Settlers Blvd
Justice Center	W391038286	405 Martin Luther King St
Juvenile Justice Center	W397834699	200 Wilco Way
Lott Building	W391038282	107 HOLLY ST
SOTC	W397831022	8160 Chandler Rd
SW Regional Park	W397833948	219 Perry Mayfield
Taylor Annex	W397833936	412 Vance St
Wireless Communications	W397833970	3171 Se Inner Loop

Exhibit "B"

Blackhawk Fire & Safety Agreement for Fire Alarm Monitoring Service

BLACKHAWK
FIRE & SAFETY

Fire Protection Systems
Commercial ♦ Industrial ♦ Institutional
Special Hazards ♦ High Tech ♦ Defense ♦ Hangars
♦ Service ♦ Inspection ♦ Maintenance

3000 Hawks Swoop Trl., Pflugerville, TX 78660
Ph: (512) 202-3227 Fax: (512) 202-3228
www.blackhawkfs.com

Protecting people, property, and peace of mind

AGREEMENT FOR FIRE ALARM MONITORING SERVICE

_____
(Herein called the customer)

_____
(Address)

_____
(City, State Zip)

_____
(Contact name & Phone number)

Blackhawk Fire & Safety LLC proposes to furnish Monthly Monitoring Service of the fire alarm systems as listed below, in compliance with the National Fire Protection Association's standards and numbers, and recommendations of equipment manufacturers, at the price hereafter named, subject to the terms and conditions set forth below:

A. Blackhawk Fire & Safety LLC agrees to:

1. Provide 24-hour offsite monitoring of fire alarm system by means of a cellular communicator or (2) customer provided and paid land lines.

B. CUSTOMER agrees to:

1. Be responsible for charges and expenses required to provide monitoring of the fire alarm system installed at the referenced location as outlined in Section D below under the terms and conditions of Section C below.
2. Designate a representative in his employ to receive instruction in the operation of system. Such representative to have the authority to carry out recommendations in conjunction with the normal accomplishments of this agreement.

C. Terms and conditions:

1. System monitoring will be billed 30 days in advance, and either quarterly or annually at the monthly rate of $55 per site ($660 per year) for cellular monitoring or $40 per month ($480 per year) for monitoring with designated land lines. Land lines to be acquired by customer and fees are not included in monitoring. Applicable taxes not included in price.
2. Blackhawk Fire & Safety LLC agrees to perform service considered outside the scope of this agreement at our customary rate as follows, and will render a separate invoice for any labor, parts, materials and reasonable expenses (truck allowance, mileage, parking, tolls, etc) which are considered outside the scope of this agreement.
   - •Regular rate: $100.00 per man-hour, Monday through Friday, 8:00 am to 5:00 pm (except Holidays)
   - •Overtime rate: 1-½ times the regular rate per man-hour, Monday through Friday, 5:01 pm to midnight and Saturday, from 8:01 am to midnight.
   - •Premium rate: 2 times the regular rate per man-hour, 12:01 am to 7:59 am Monday through Saturday and all-day Sunday and Holidays.

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Fire Protection Systems

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Special Hazards ♦ High Tech ♦ Defense ♦Hangars
♦ Service ♦ Inspection ♦ Maintenance

3000 Hawks Swoop Trl., Pflugerville, TX 78660
Ph: (512) 202-3227 Fax: (512) 202-3228

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AGREEMENT FOR FIRE ALARM MONITORING SERVICE

3. All invoices are due and payable thirty (30) days from the date of the invoice. The customer shall pay, in addition to the prices above, the amount of all excise, sales, use or other similar taxes imposed by national, state or local government.
4. Unless terminated, as hereinafter set forth, this agreement shall continue from year to year after the execution thereof. This agreement shall begin on the specified effective date and cover the following twelve months. Blackhawk Fire & Safety LLC reserves the right to modify and/or terms and conditions by giving notice thirty (30) days prior to expiration/anniversary date of this agreement. The customer will receive written notice thirty (30) days prior to such adjustment.
5. This contract can be cancelled by either party by giving thirty (30) days written notice.
6. In the event that payment under this agreement has not been received, Blackhawk Fire & Safety LLC reserves the right to discontinue this agreement at any time without notice.
7. Customer agrees to hold harmless Blackhawk Fire & Safety LLC against any claims, actions or demands against him and any damages, liability for personal injury or death, or for loss or damage to property arising out of the customer's improper use of these systems. It is further agreed that Blackhawk Fire & Safety LLC is not liable for repairs, alterations or installations made by customer or by others on behalf of customer.
8. The customer shall advise Blackhawk Fire & Safety LLC of any changes made in the equipment, operating procedures or installations prior to the incorporation of such changes.
9. This agreement and any amendments hereto, contains the sole agreement between parties hereto, and shall become a valid contract only after acceptance by the customer and approval by Blackhawk Fire & Safety LLC's authorized representative. There are no other parties to this agreement. No modifications to this agreement or waiver hereunder shall be binding unless the same is in writing and duly accepted by the customer and Blackhawk Fire & Safety LLC.
10. This agreement is offered for thirty (30) days from date submitted. If customer acceptance is beyond thirty (30) days, it will be accepted at Blackhawk Fire & Safety LLC's discretion.
11. Payment may be made by:
    - •Check payable to Blackhawk Fire & Safety LLC – Mail to: 3000 Hawks Swoop Trl. / Pflugerville, TX 78660
    - •Credit Card Payment (additional processing fee may apply) by email or by phone – Please call 512-202-3227.

D. Monitoring location:

_____
(Herein called the customer)

_____
(Address)

_____
(City, State Zip)

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Fire Protection Systems
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Special Hazards ♦ High Tech ♦ Defense ♦Hangars
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www.blackhawkfs.com

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AGREEMENT FOR FIRE ALARM MONITORING SERVICE

ACCEPTED BY CUSTOMER:

_____ _____
(Signature) (Date)

_____
(Printed name / Title)

ACCEPTED BY BLACKHAWK FIRE & SAFETY LLC:

_____ _____
(Signature) (Date)

Brad Hollingsworth / President
(Printed name / Title)

BLACKHAWK
FIRE & SAFETY

Fire Protection Systems
Commercial ♦ Industrial ♦ Institutional
Special Hazards ♦ High Tech ♦ Defense ♦Hangars
♦ Service ♦ Inspection ♦ Maintenance

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Ph: (512) 202-3227 Fax: (512) 202-3228
www.blackhawkfs.com

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MONITORING INFO

(Please fill out completely)

Name of property: _____
Address: _____
City, State Zip: _____

Property owner: _____
Phone number: _____
Email: _____
Billing address: _____
City, State Zip: _____
Billing email: _____
Billing phone #: _____
City, State Zip: _____

CONTACTS: Please list any contacts that should be notified of a fire or other fire alarm related signals in the order that you wish them to be notified.

1. _____ _____
FIRST & LAST NAME PHONE NUMBER:
2. _____ _____
FIRST & LAST NAME PHONE NUMBER:
3. _____ _____
FIRST & LAST NAME PHONE NUMBER:
4. _____ _____
FIRST & LAST NAME PHONE NUMBER:

Passcode Info (optional): If you would like to put a password on your account to limit who can put the system on and off test, please list their names and their desired password.

1. _____ _____
FIRST & LAST NAME PASSCODE:
2. _____ _____
FIRST & LAST NAME PASSCODE:
3. _____ _____
FIRST & LAST NAME PASSCODE:
4. _____ _____
FIRST & LAST NAME PASSCODE:

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:
2025-1289511

Date Filed:
04/01/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Blackhawk Fire & Safety, LLC
Pflugerville, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2025194
Fire alarm system monitoring

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Hollingsworth, Bradley	Pflugerville, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Bradley Hollingsworth - President, 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 Travis County, State of Texas, on the 1 day of April (month), 2025 (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:
2025-1289511

Date Filed:
04/01/2025

Date Acknowledged:
04/02/2025

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

Blackhawk Fire & Safety, LLC
Pflugerville, TX United States

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

Williamson County

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

2025194
Fire alarm system monitoring

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Hollingsworth, Bradley	Pflugerville, 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 **66.**

Meeting Date: 04/15/2025

Jail Magistrate (P540) - Talex, Inc. Engineers - Amendment #2 to Supplemental Agreement

Submitted For: Dale Butler **Submitted By:** Christy Matoska, Facilities Managemen

Department: Facilities Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on Amendment No. 2 to the Supplemental Agreement for Design and Engineering Services between Williamson County and Talex, Inc. Engineers relating to the Jail Magistrate Court, Elevator 9, Chiller 4.

Background

Amendment No. 2 to the Supplemental Agreement for Design and Engineering Services between Williamson County and Talex, Inc. Engineers is made to amend the language relating to Article 3 - "Time for Performance of Additional Services." Time increased to July 30th, 2025, with no increase to price.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Jail Magistrate - P540 - Amendment 2

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	04/04/2025 01:25 PM
County Judge Exec Asst.	Andrea Schiele	04/09/2025 09:29 AM
Form Started By: Christy Matoska		Started On: 04/04/2025 01:02 PM
Final Approval Date: 04/09/2025		

AMENDMENT NO. 2
TO
SUPPLEMENTAL AGREEMENT FOR DESIGN & ENGINEERING SERVICES

PROJECT: **Magistrate Court, Elevator 9, Chiller 4** ("Project")

ARCHITECT/ ENGINEER: **Talex, Inc. Engineers** ("A/E")
Tomas R. Alexander, P.E., President
763 Tumbleweed Tr.
Lockhart, TX 78664

COUNTY'S DESIGNATED REPRESENTATIVE: **Williamson County Facilities Department**
Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

THIS AMENDMENT NO. 2 to **Supplemental Agreement for Design and Engineering Services** ("Amendment No. 2") is by and between **Williamson County, Texas**, a political subdivision of the State of Texas ("County") and A/E.

R E C I T A L S

WHEREAS, County and A/E previously executed that certain **Supplemental Agreement for Design and Engineering Services** ("Agreement") being dated effective **January 24, 2024**, and **Amendment No. 1 Supplemental Agreement for Design & Engineering Services** being dated effective **July 16, 2024**, wherein A/E agreed to perform certain professional design and engineering services in connection with the Project;

WHEREAS, pursuant to **Article 20**, the terms of the Agreement may be modified by a written, fully-executed Contract Amendment;

WHEREAS, the parties wish to amend the language relating to **time for performance of additional services** under **Article 3** of the Agreement**;** and,

WHEREAS, it has become necessary to supplement, modify and amend the Agreement in accordance with the provisions thereof.

NOW, THEREFORE, premises considered, County and A/E agree that the Agreement is supplemented, modified and amended as follows:

I. **Amendment to Article 3 – Time for Performance of Additional Services**

Article 3 – Time for Performance of Additional Services shall be amended and supplanted by the following:

A/E hereby agrees to provide the Additional Services by or before **July 30, 2025.**

II. **Terms of Agreement Control and Extent of Amendment No. 2**

All other terms of the Agreement and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

III. **IN WITNESS WHEREOF, County and A/E have executed this Amendment No. 2, in duplicate, to be effective as of the date of the last party's execution below.**

A/E:	**COUNTY**:
Talex, Inc. Engineers	Williamson County, Texas
By: T. R. Alexander Signature	By: _____
Thomas R. Alexander. P.E. Printed Name	_____ Printed Name
President Title	_____ Title
Date Signed: 4/04/2025	Date Signed: _____

Commissioners Court - Regular Session **67.**

Meeting Date: 04/15/2025

Georgetown Annex - Roof Walkway Pads

Submitted For: Dale Butler **Submitted By:** Christy Matoska, Facilities Managemen

Department: Facilities Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Receive and acknowledge approval of Change Order No. 1 from Cotton Commercial USA, Inc. dba Target Solutions for the Georgetown Annex Roof Walkway Mats Project to extend time only, which was approved by Williamson County Architect, Trenton Jacobs, pursuant to the Commissioners Court's prior delegation of change order approval authority pursuant to Loc. Gov't Code Sec. 262.031.

Background

This change is for a time-only extension for the Georgetown Annex Roof Walkway Mats Project. Williamson County Architect, Trenton Jacobs, was delegated change order approval authority for this project on March 10th, 2022 by the Commissioners Court pursuant to Williamson County Facilities pursuant to Loc. Gov't Code Sec. 262.031. This item is to acknowledge such approval and record the same into the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

GTA - Target Solutions - CO1

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	04/09/2025 09:37 AM
County Judge Exec Asst.	Andrea Schiele	04/09/2025 11:21 AM
Form Started By: Christy Matoska		Started On: 04/08/2025 02:20 PM
Final Approval Date: 04/09/2025		

CHANGE ORDER
Georgetown Annex – Roof Walkway Mats

CHANGE ORDER NO: 01 NTP Date: 3/11/2025
DATE OF ISSUANCE: 04/08/2025
Contractor: Cotton Commercial USA, Inc. dba Target Solutions
Architect/ Engineer: N/A

EXPLANATION:
1. Time extension of thirty (30) days to complete project

CONTRACT CHANGE:
1. Time extension needed to complete project.

Original Contract Amount	$ 14,125.00
Net change by previously submitted Change Orders	$ 0.00
Contract sum prior to this Change Order was	$ 14,125.00
Contract Sum be increased / (decreased) by this Change Order in the amount of	$ 0.00
The new Contract Sum including this Change Order will be	$ 14,125.00

Percentage Increase of Change Orders over Original Contract Amount
(Not to Exceed 25% per state law) 0 %

The Contract Time will be changed by 30 days
The date of Substantial Completion as of the date of this Change Order 5/10/2025

RECOMMENDED BY:

Target Solutions	Justin Philpott Justin Philpott (Apr 8, 2025 13:42 CDT)	Apr 8, 2025
Contractor	Signature	Date

REVIEWED BY:

N/A		
Architect/ Engineer	Signature	Date

ACCEPTED BY:

Joe Piefer Trenton Jacobs	Joe Piefer Joe Piefer (Apr 8, 2025 13:46 CDT)	4/8/2025
County's Representative	Signature	Date

Commissioners Court - Regular Session **68.**

Meeting Date: 04/15/2025

Taylor Tax Office Expansion (P638) – Beck Architecture LLC Supplemental Agreement

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 the Supplemental Agreement for Design and Engineering Services between Williamson County and Beck Architecture, LLC relating to the Taylor Tax Office Expansion. (P638)

Background

This Supplemental Agreement for Design and Engineering Services between Williamson County and Beck Architecture, LLC is made to compensate the firm for additional services for owner-requested updates to Construction Documents (CD) relating to the Taylor Tax Office Expansion project. The agreement is to increase the total sum by $3,500.00. Funding Source P638.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Taylor Tax Office Expansion PSA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/10/2025 10:51 AM
Facilities Management (Originator)	Gretchen Glenn	04/10/2025 10:55 AM
County Judge Exec Asst.	Andrea Schiele	04/10/2025 10:57 AM
Facilities Management (Originator)	Gina Wrehsnig	04/10/2025 11:24 AM
County Judge Exec Asst.	Andrea Schiele	04/10/2025 11:34 AM
Form Started By: Gretchen Glenn		Started On: 04/09/2025 01:45 PM
Final Approval Date: 04/10/2025		

SUPPLEMENTAL AGREEMENT NO. 1
TO
AGREEMENT FOR DESIGN & ENGINEERING SERVICES

PROJECT: **Taylor Tax Office Expansion** ("Project")

ARCHITECT / ENGINEER: **Beck Architecture, LLC.** ("A/E")
Jacqueline Dudley, AIA, LEED AP BD+C, Practice Leader
1401 E 6th St., Bldg1, Suite 500
Austin, Texas 78702

COUNTY'S DESIGNATED REPRESENTATIVE: **Williamson County Facilities Department**
Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

THIS SUPPLEMENTAL AGREEMENT NO. 1 to **Agreement for Design and Engineering Services**, effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), is made pursuant to the terms and conditions of said Agreement 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, County and A/E previously executed **Agreement for Design and Engineering Services** being dated effective **July 30, 2024** ("Agreement");

WHEREAS, pursuant to **Article 20** of the Agreement, the terms of the Agreement may be modified by a fully executed, written modification;

WHEREAS, County now wishes to **revise Construction Documents (CD) to update features**; all of which would constitute Additional Services due to being outside the original scope of Basic Services; and,

WHEREAS, in accordance with **Article 7** of the Agreement, this Supplemental Agreement provides a description of the scope, compensation for, and schedule of Additional Services;

WHEREAS, it has become necessary to supplement, modify and amend the Agreement in accordance with the provisions thereof.

SUPPLEMENTAL AGREEMENT

NOW, THEREFORE, premises considered, County and A/E agree that the Agreement is modified and amended as follows:

ARTICLE 1
SCOPE OF ADDITIONAL SERVICES

A/E hereby agrees to provide the following Additional Services:

- update lighting type selection
- add card readers
- relocate receptacles
- modify electrical and plumbing for future Owner-provided refrigerator
- update and incorporate the zone plan from schematic design into the CD set.

ARTICLE 2
COMPENSATION FOR ADDITIONAL SERVICES

In accordance with the terms and conditions of the Agreement, County hereby agrees to pay A/E **Three Thousand Five Hundred and NO/100 Dollars ($3,500.00)**

ARTICLE 3
TIME FOR PERFORMANCE OF ADDITIONAL SERVICES

A/E hereby agrees to provide the Additional Services by or before October 21, 2026.

ARTICLE 4
TERMS OF AGREEMENT & EXTENT OF SUPPLEMENTAL AGREEMENT

All Additional Services described herein will be performed in accordance with the terms and conditions of the Agreement. All other terms of the Agreement and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, County has caused this Supplemental 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:
Beck Architecture, LLC

By: 
Signature

Jacqueline Dudley
Printed Name

Practice Leader
Title

Date Signed: **04.08.25**

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

Commissioners Court - Regular Session **69.**

Meeting Date: 04/15/2025

Receive the April 2025 Construction Summary Report and PowerPoint Presentation

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Receive the April 2025 Construction Summary Report and PowerPoint Presentation

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

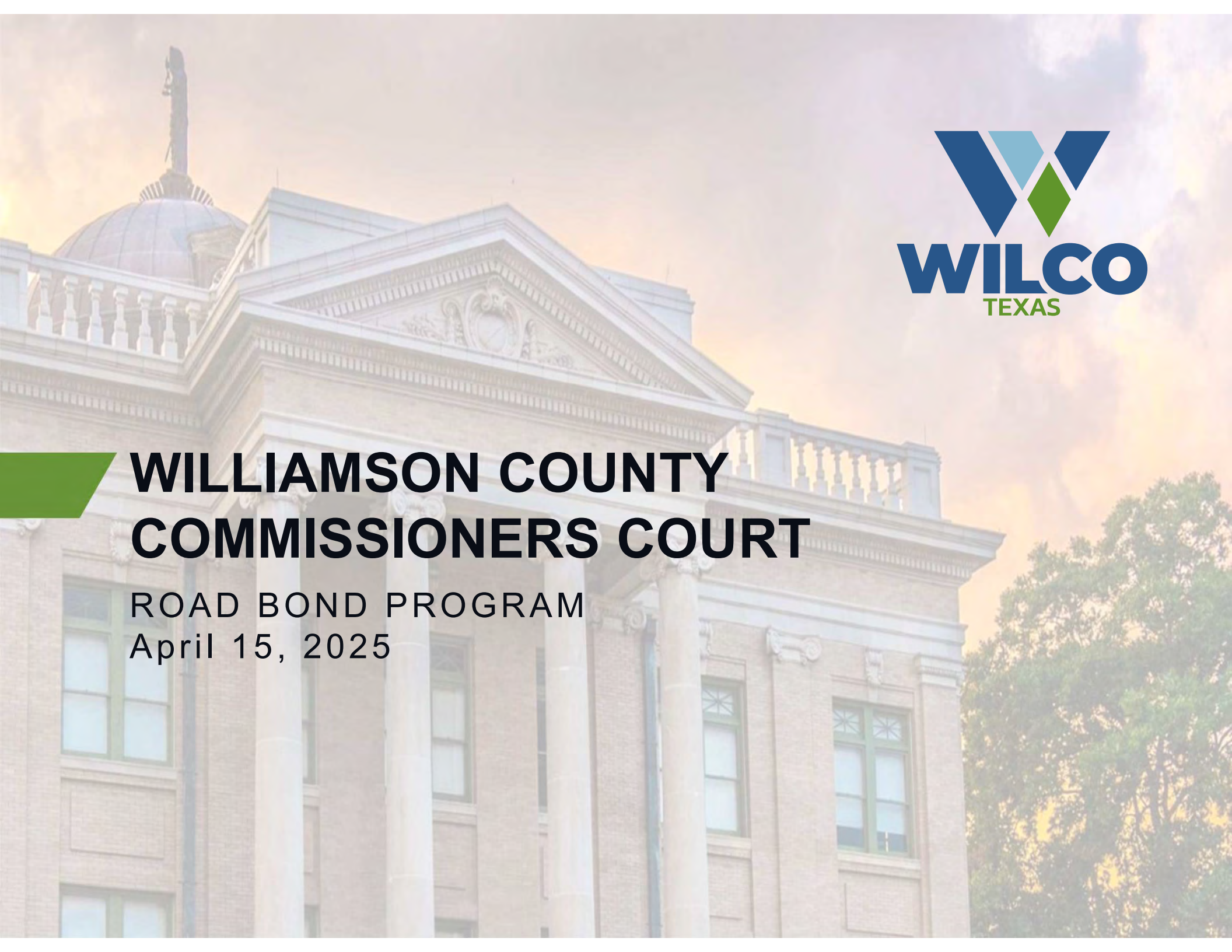
Attachments

April 2025 PowerPoint Presentation

April 2025 Construction Summary Report

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/10/2025 11:35 AM
Form Started By: Marie Walters		Started On: 04/09/2025 04:54 PM
Final Approval Date: 04/10/2025		

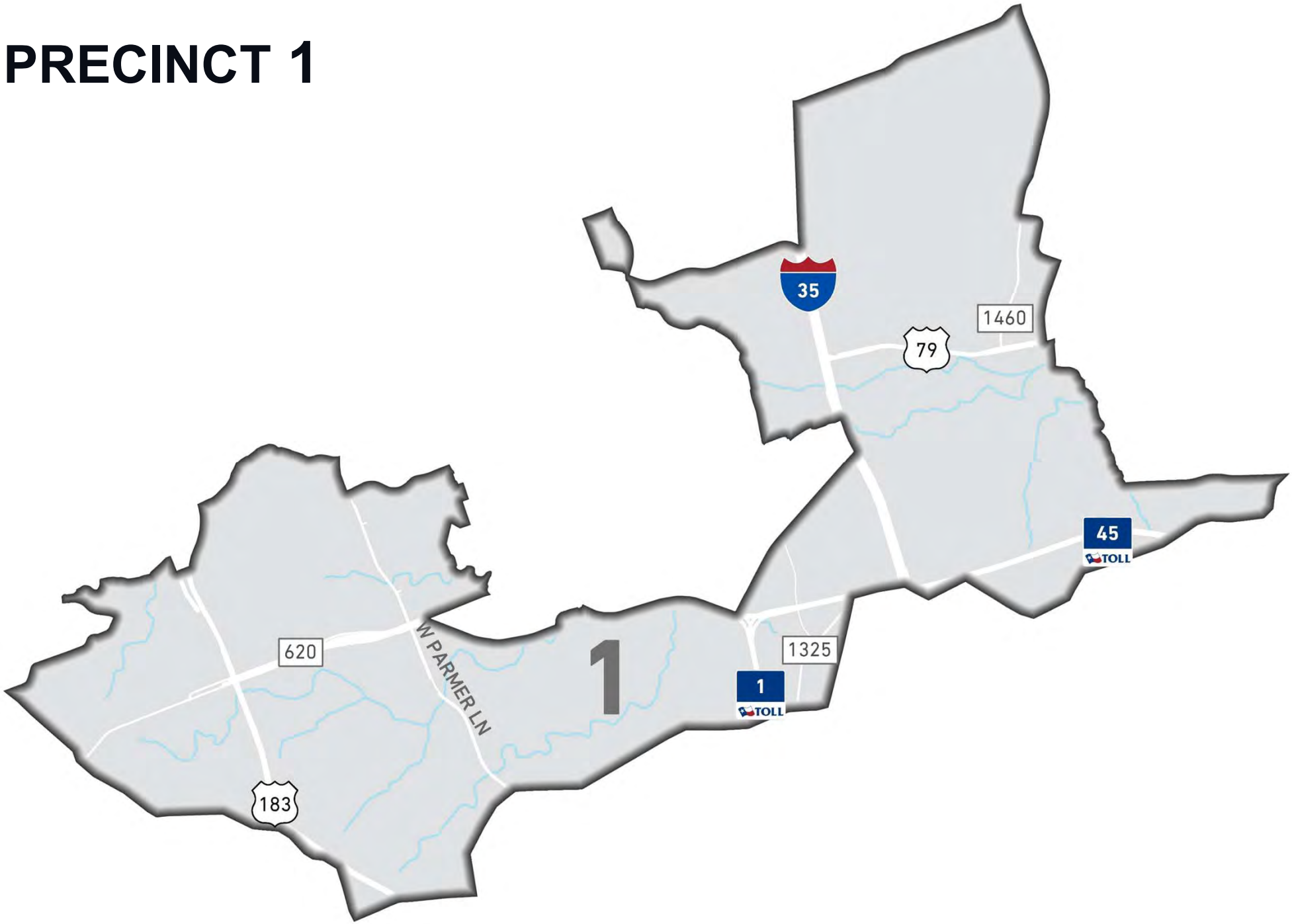


WILLIAMSON COUNTY COMMISSIONERS COURT

ROAD BOND PROGRAM

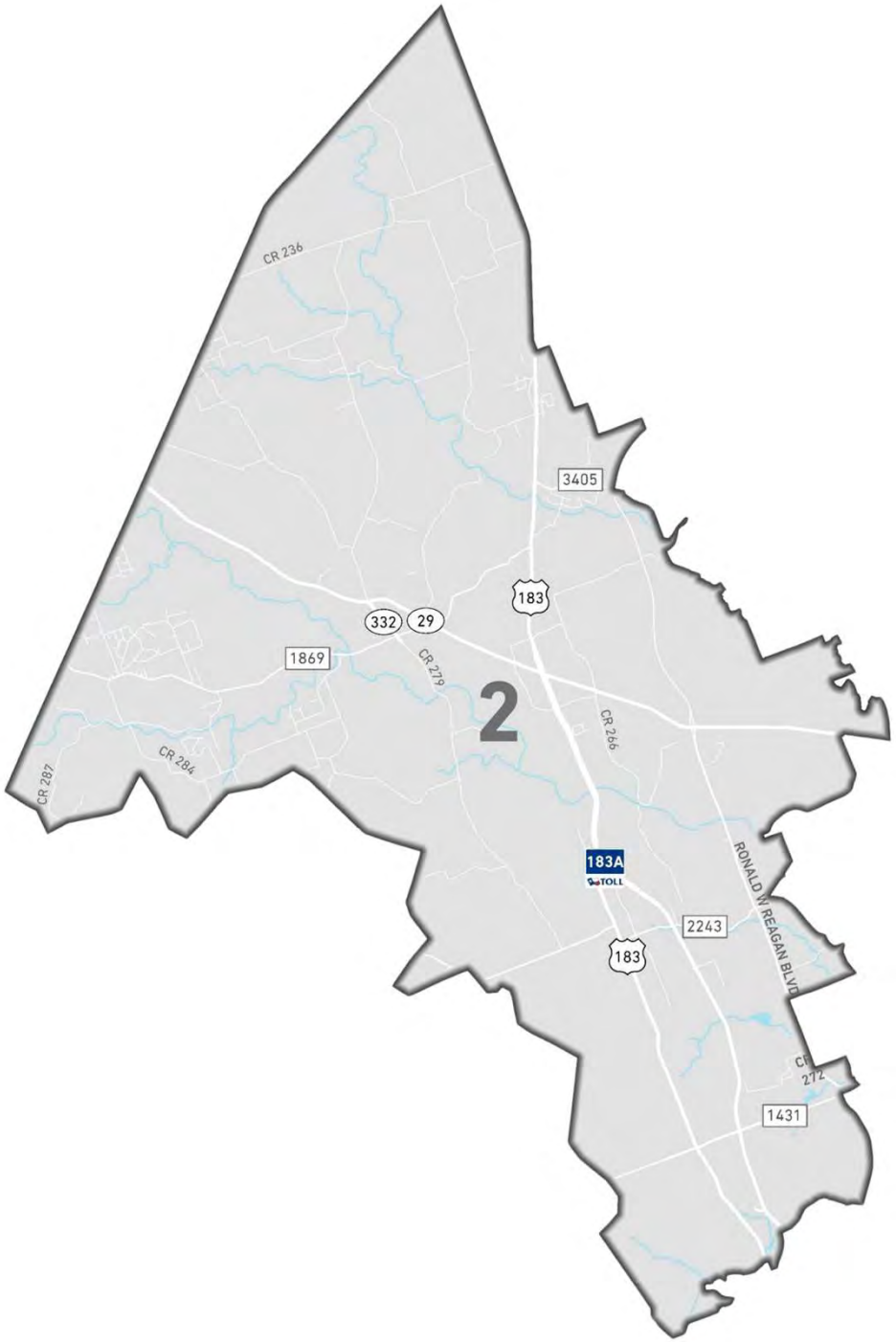
April 15, 2025

PRECINCT 1



Projects under planning and design, no active construction projects.

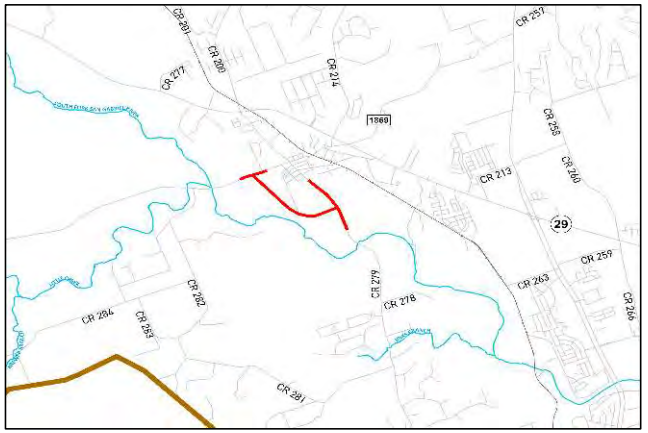
PRECINCT 2


CR 236
3405
183
332
29
1869
CR 279
2
CR 266
CR 284
CR 287
183A
TOLL
RONALD W REAGAN BLVD
2243
183
CR 272
1431

Liberty Hill (SH 29) Bypass
(RM 1869 to CR 279)

Anticipated Completion

Late 2025



Original contract amount = $14,149,449.00

Total change orders = $295,362.00

Adjusted contract price = $14,444,811.00

Expenditures to date = $10,236,144.09 (71%)

Liberty Hill (SH 29) Bypass
(RM 1869 to CR 279)



Liberty Hill (SH 29) Bypass
(RM 1869 to CR 279)



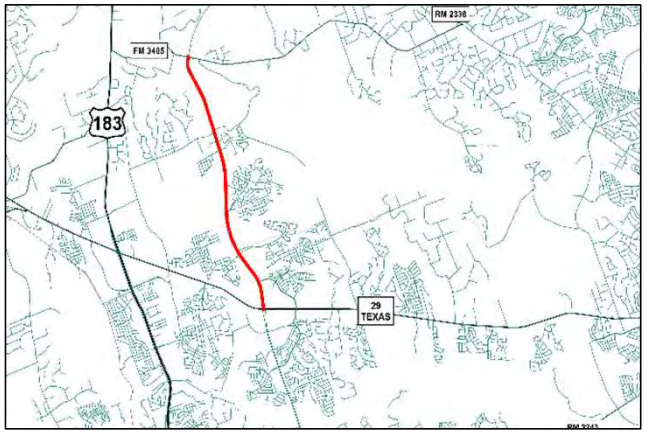
Liberty Hill (SH 29) Bypass
(RM 1869 to CR 279)



Ronald Reagan Widening
(SH 29 to FM 3405)

Anticipated Completion

Summer 2027



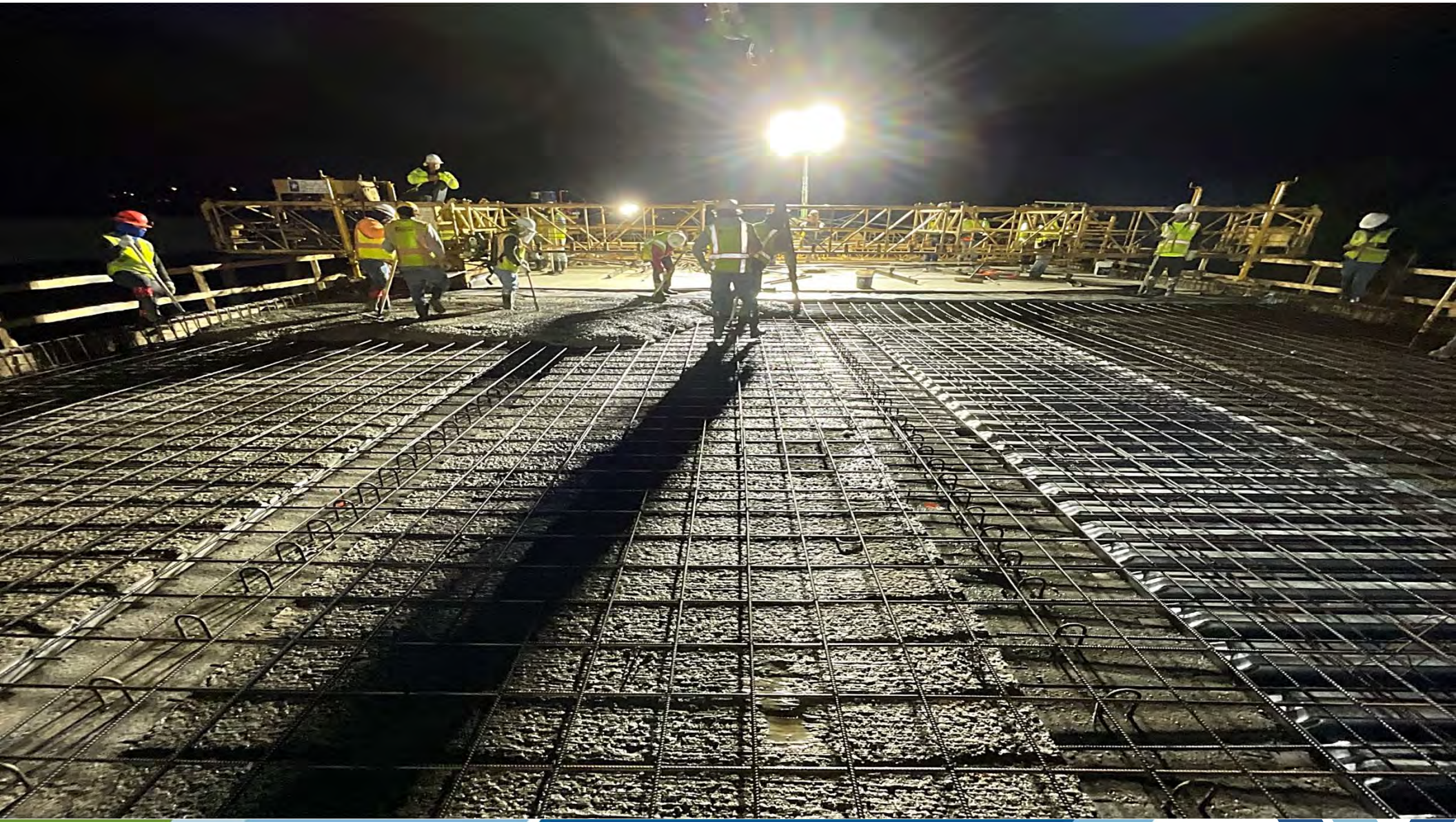
Original Contract Price = $52,159,299.00

Total Change Orders to Date = $294,302.50

Adjusted Contract Price = $52,453,601.50

Expenditures to Date = $16,030,551.39 (31%)

Ronald Reagan Widening
(SH 29 to FM 3405)



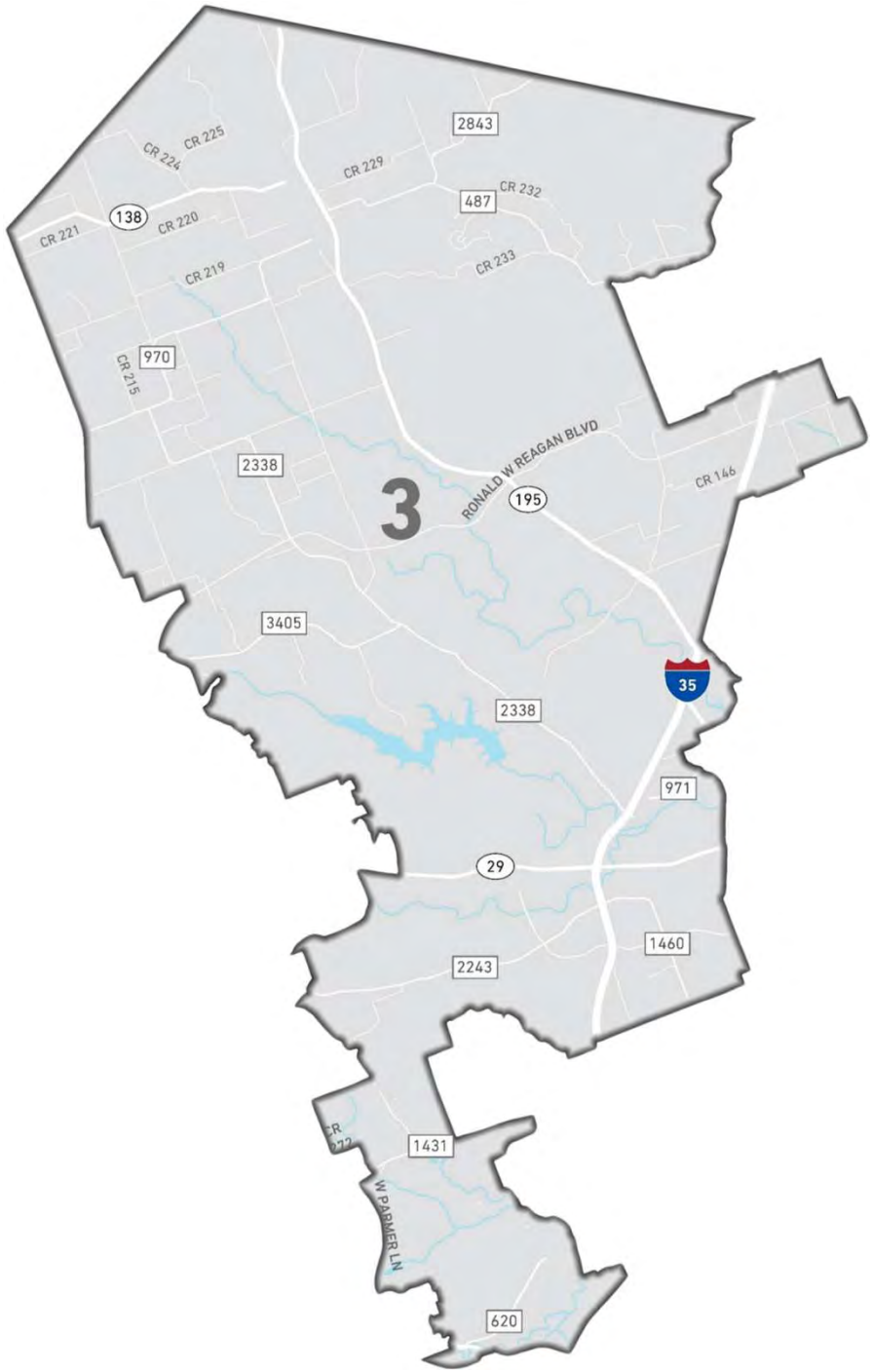
Ronald Reagan Widening
(SH 29 to FM 3405)



Ronald Reagan Widening
(SH 29 to FM 3405)



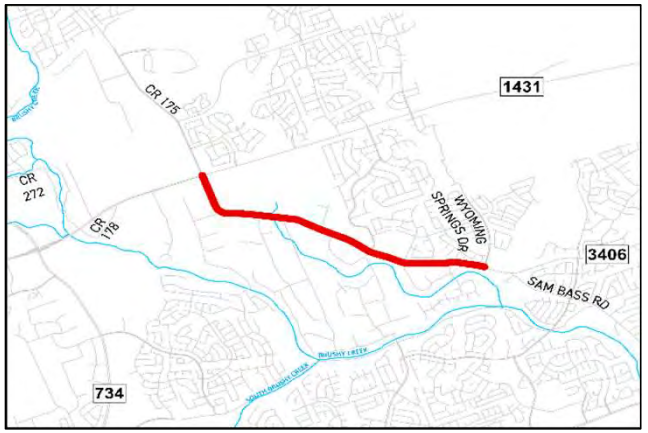
PRECINCT 3


3
2843
CR 225
CR 224
CR 229
CR 232
487
138
CR 221
CR 220
CR 219
CR 233
970
CR 215
2338
RONALD W REAGAN BLVD
195
CR 146
3405
35
2338
971
29
1460
2243
1431
W PARMER LN
620

Corridor H/Sam Bass Road
(RM 1431 to Wyoming Springs Drive)

Anticipated Completion

Fall 2025



Original Contract Price = $36,145,959.00

Total Change Orders to Date = -$1,686,175.04

Adjusted Contract Price = $34,459,783.96

Expenditures to Date = $21,133,506.27 (61%)

Corridor H/Sam Bass Road
(RM 1431 to Wyoming Springs Drive)



Corridor H/Sam Bass Road
(RM 1431 to Wyoming Springs Drive)



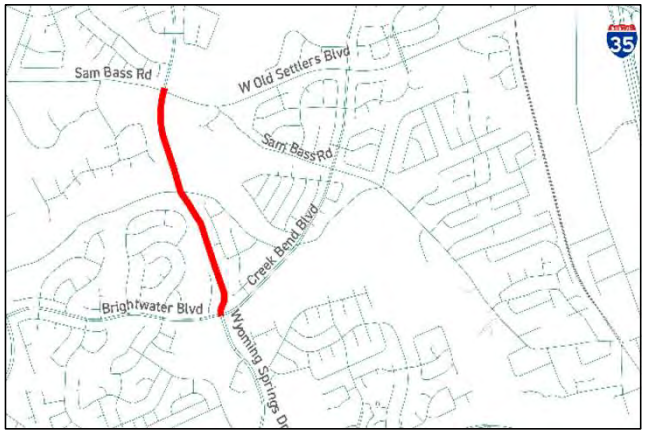
Corridor H/Sam Bass Road
(RM 1431 to Wyoming Springs Drive)



Wyoming Springs Extension
(Brightwater Boulevard/Creek Bend to Sam Bass Road)

Anticipated Completion

Late 2026



Partnership with the City of Round Rock

Original Contract Amount = $25,917,630.47

Construction is managed by the City of Round Rock

Wyoming Springs Extension
(Brightwater Boulevard/Creek Bend to Sam Bass Road)



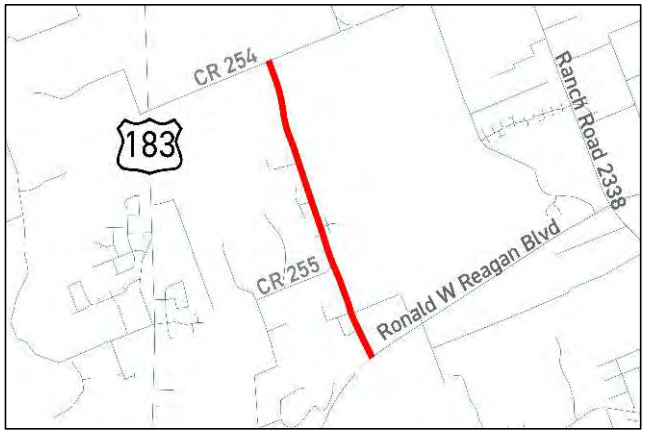
Wyoming Springs Extension
(Brightwater Boulevard/Creek Bend to Sam Bass Road)



CR 255 (Road and Bridge Funded)
(CR 254 to Ronald Reagan Boulevard)

Anticipated Completion

Summer 2026



Original Contract Price = $20,847,300.93

Total Change Orders to Date = -$13,235.52

Adjusted Contract Price = $20,834,065.41

Expenditures to Date = $2,878,748.46 (14%)

CR 255 (Road and Bridge Funded)
(CR 254 to Ronald Reagan Boulevard)



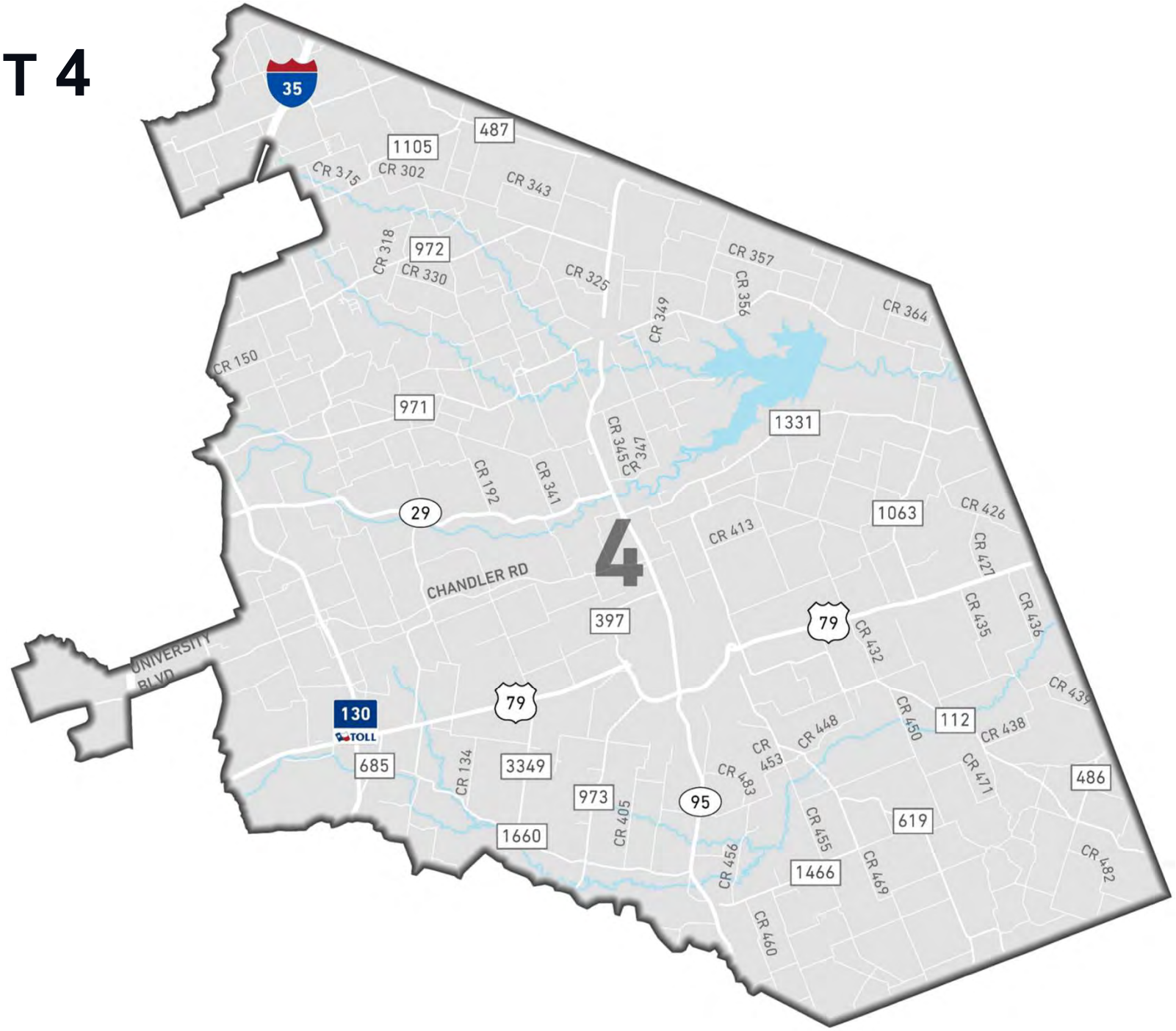
CR 255 (Road and Bridge Funded)
(CR 254 to Ronald Reagan Boulevard)



CR 255 (Road and Bridge Funded)
(CR 254 to Ronald Reagan Boulevard)



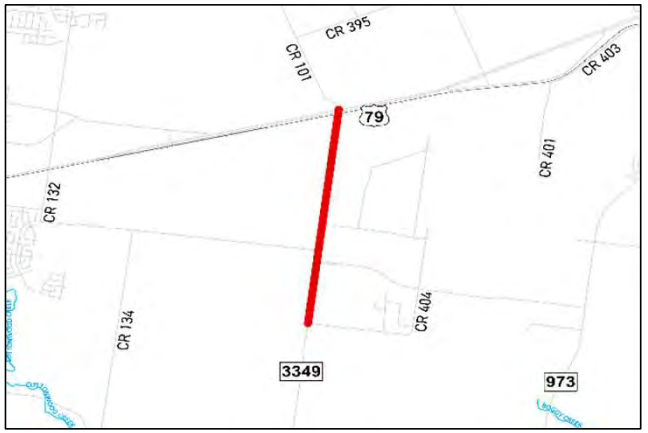
PRECINCT 4


35
1105
487
CR 315
CR 302
CR 343
CR 318
972
CR 330
CR 325
CR 357
CR 356
CR 364
CR 349
CR 150
971
1331
CR 345
CR 347
CR 192
CR 341
29
4
CR 413
1063
CR 426
CR 421
CHANDLER RD
397
79
CR 432
CR 435
CR 436
UNIVERSITY BLVD
130
TOLL
79
CR 439
CR 450
112
CR 438
CR 448
CR 453
CR 483
685
CR 134
3349
973
95
CR 405
CR 471
486
619
1660
CR 455
CR 469
CR 456
1466
CR 482
CR 460

East Wilco Highway (FM 3349/US 79 Interchange) (US 79 to CR 404)

Anticipated Completion

Summer 2025 (Roadwork)



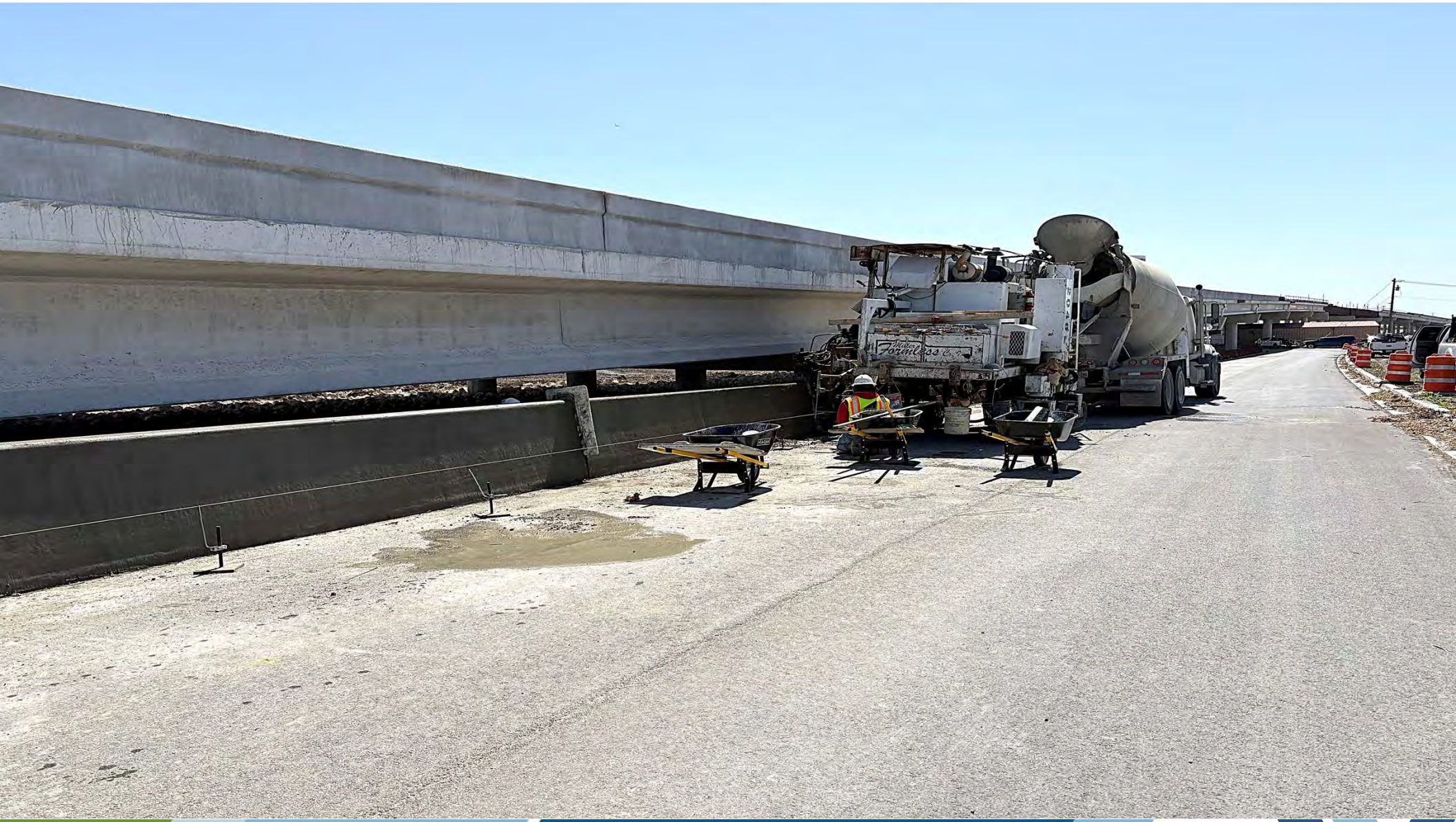
Original Contract Amount = $81,941,038.13

Total Change Orders = $2,335,980.09

Adjusted Contract Price = $84,277,018.22

Expenditures to Date = $65,825,780.86 (78%)

East Wilco Highway (FM 3349/US 79 Interchange)
(US 79 to CR 404)



East Wilco Highway (FM 3349/US 79 Interchange)
(US 79 to CR 404)



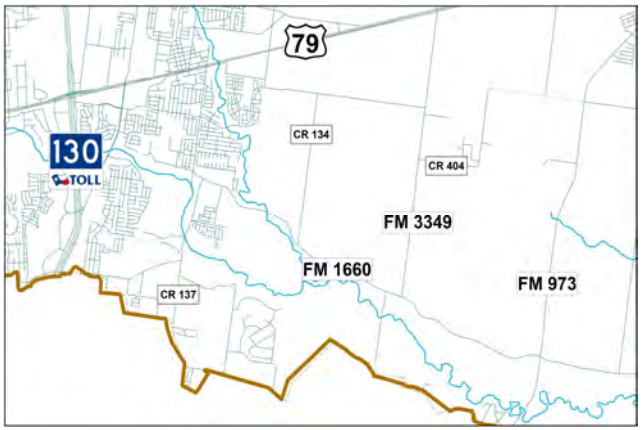
East Wilco Highway (FM 3349/US 79 Interchange) (US 79 to CR 404)



East Wilco Highway - Segment 2
(CR 137 South of Hutto to CR 404)

Anticipated Completion

Summer 2028



Original contract amount = $64,407,606.63

Total change orders = $41,168.11

Adjusted contract price = $64,448,774.74

Expenditures to date = $22,007,195.12 (34%)

East Wilco Highway - Segment 2
(CR 137 South of Hutto and CR 404)



East Wilco Highway - Segment 2
(CR 137 South of Hutto and CR 404)



East Wilco Highway - Segment 2
(CR 137 South of Hutto and CR 404)



Old Settlers Boulevard
(North Red Bud Lane/CR 122 to CR 110)

Anticipated Completion

Fall 2025



Partnership with the City of Round Rock

Original Contract Amount = $14,920,847.10

Construction is managed by the City of Round Rock

Old Settlers Boulevard
(North Red Bud Lane/CR 122 to CR 110)



Old Settlers Boulevard
(North Red Bud Lane/CR 122 to CR 110)



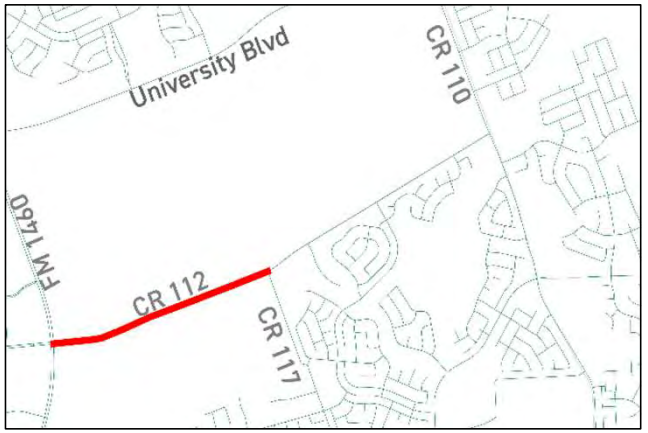
Old Settlers Boulevard
(North Red Bud Lane/CR 122 to CR 110)



CR 112 Widening
(FM 1460/A.W. Grimes to CR 117)

Anticipated Completion

Late 2026



Partnership with the City of Round Rock

Original Contract Amount = $13,119,712.35

Construction is managed by the City of Round Rock

CR 112 Widening
(FM 1460/A.W. Grimes to CR 117)



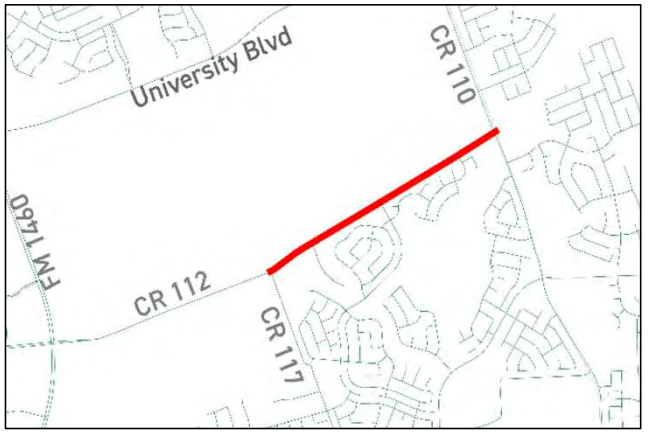
CR 112 Widening
(FM 1460/A.W. Grimes to CR 117)



CR 112 Widening
(CR 117 to CR 110)

Anticipated Completion

Late 2026



Partnership with the City of Round Rock

Original Contract Amount = $20,434,128.40

Construction is managed by the City of Round Rock

CR 112 Widening
(CR 117 to CR 110)



ROAD BOND PROGRAM

Construction Summary Report

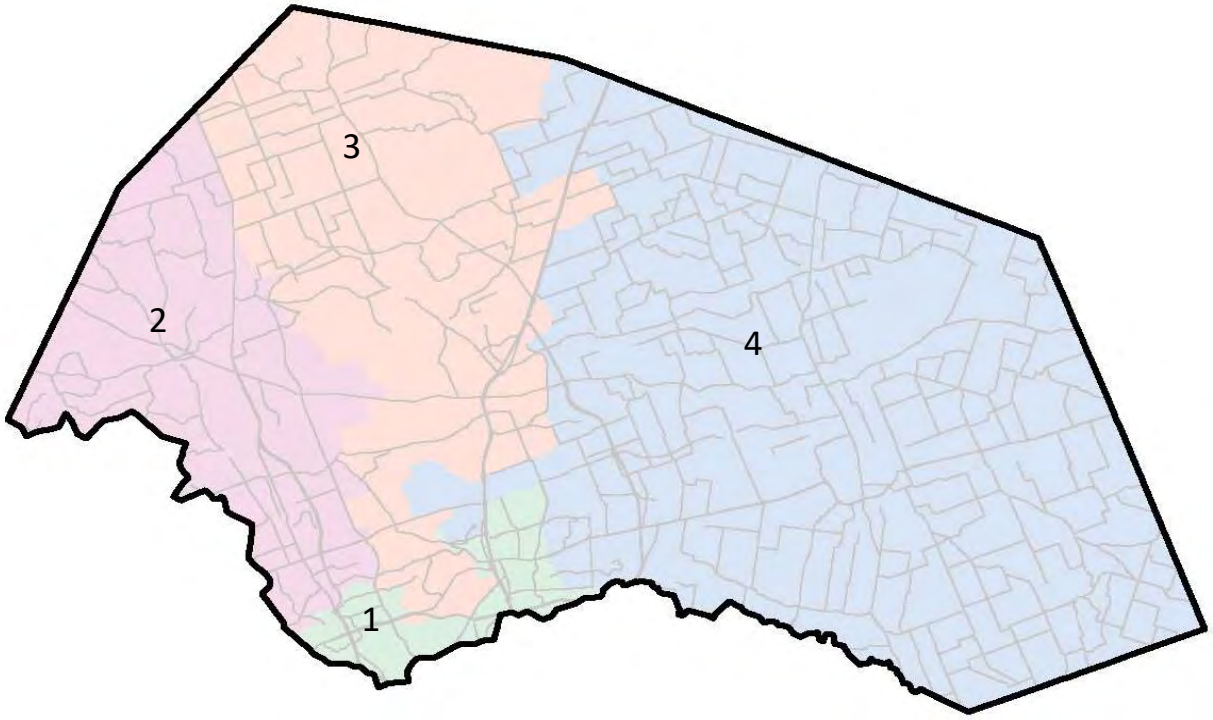
County Judge

Commissioners
Terry Cook
Cynthia Long
Valerie Covey
Russ Boles

March 2025

WWW.WILCOTX.GOV

Volume XXX - Issue No.3



Presented By: HNTB

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- **Bagdad Road ROW Clearing** 17

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- **CR 129 (South of Brushy Creek to North of South County Line)** 38
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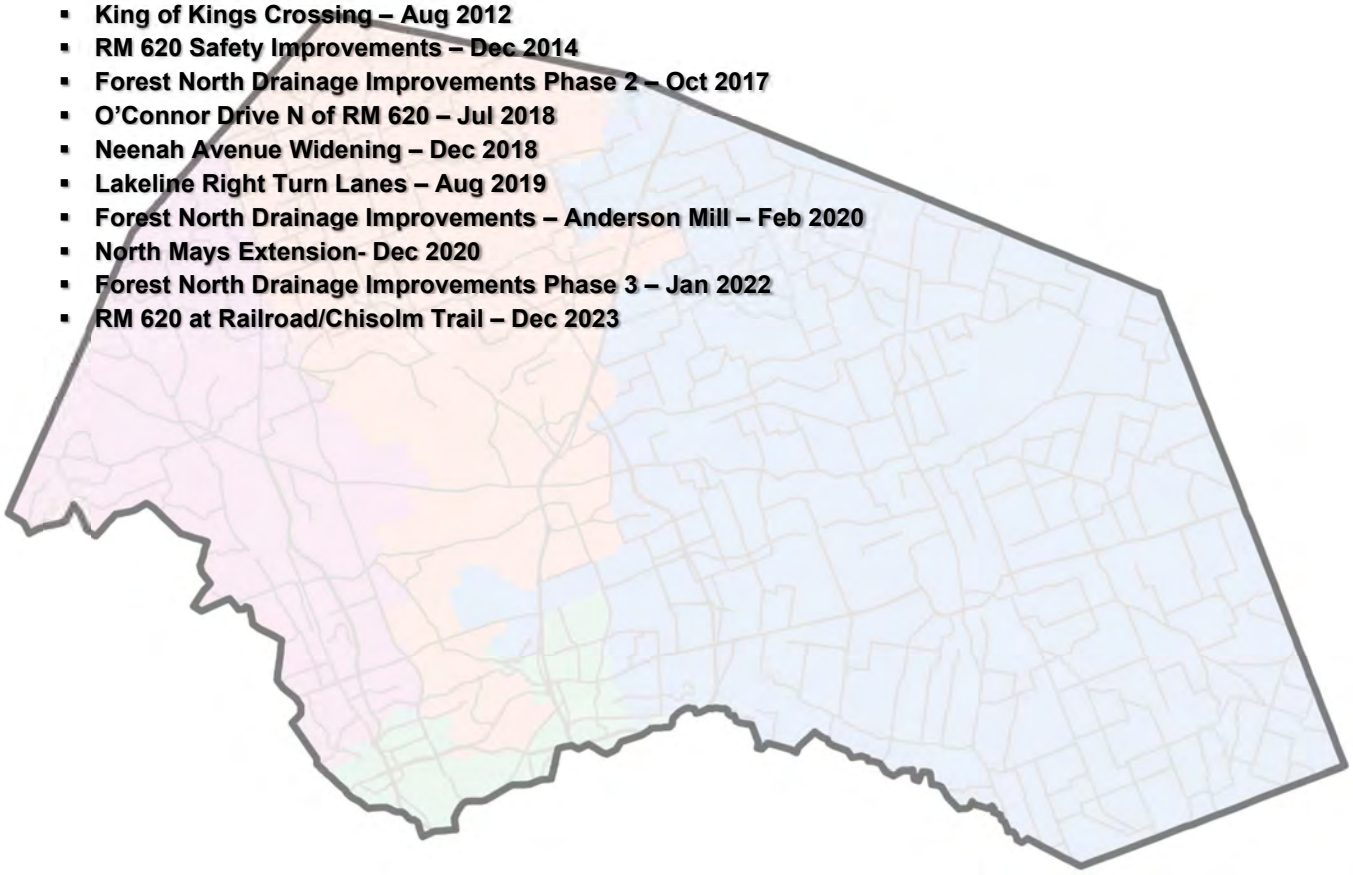
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF MARCH 2025

Precinct 1

- **Pond Springs Road (signal) – Apr 2002**
- **McNeil Road, Phase 1 – Jan 2005**
- **McNeil Road, Phase 2 – Feb 2007**
- **RM 620, Phase 1 – Jan 2009**
- **Pond Springs Road – Sep 2010**
- **County Road 174 at Brushy Creek – Jun 2011**
- **O'Connor Drive Extension – Apr 2012**
- **King of Kings Crossing – Aug 2012**
- **RM 620 Safety Improvements – Dec 2014**
- **Forest North Drainage Improvements Phase 2 – Oct 2017**
- **O'Connor Drive N of RM 620 – Jul 2018**
- **Neenah Avenue Widening – Dec 2018**
- **Lakeline Right Turn Lanes – Aug 2019**
- **Forest North Drainage Improvements – Anderson Mill – Feb 2020**
- **North Mays Extension- Dec 2020**
- **Forest North Drainage Improvements Phase 3 – Jan 2022**
- **RM 620 at Railroad/Chisolm Trail – Dec 2023**



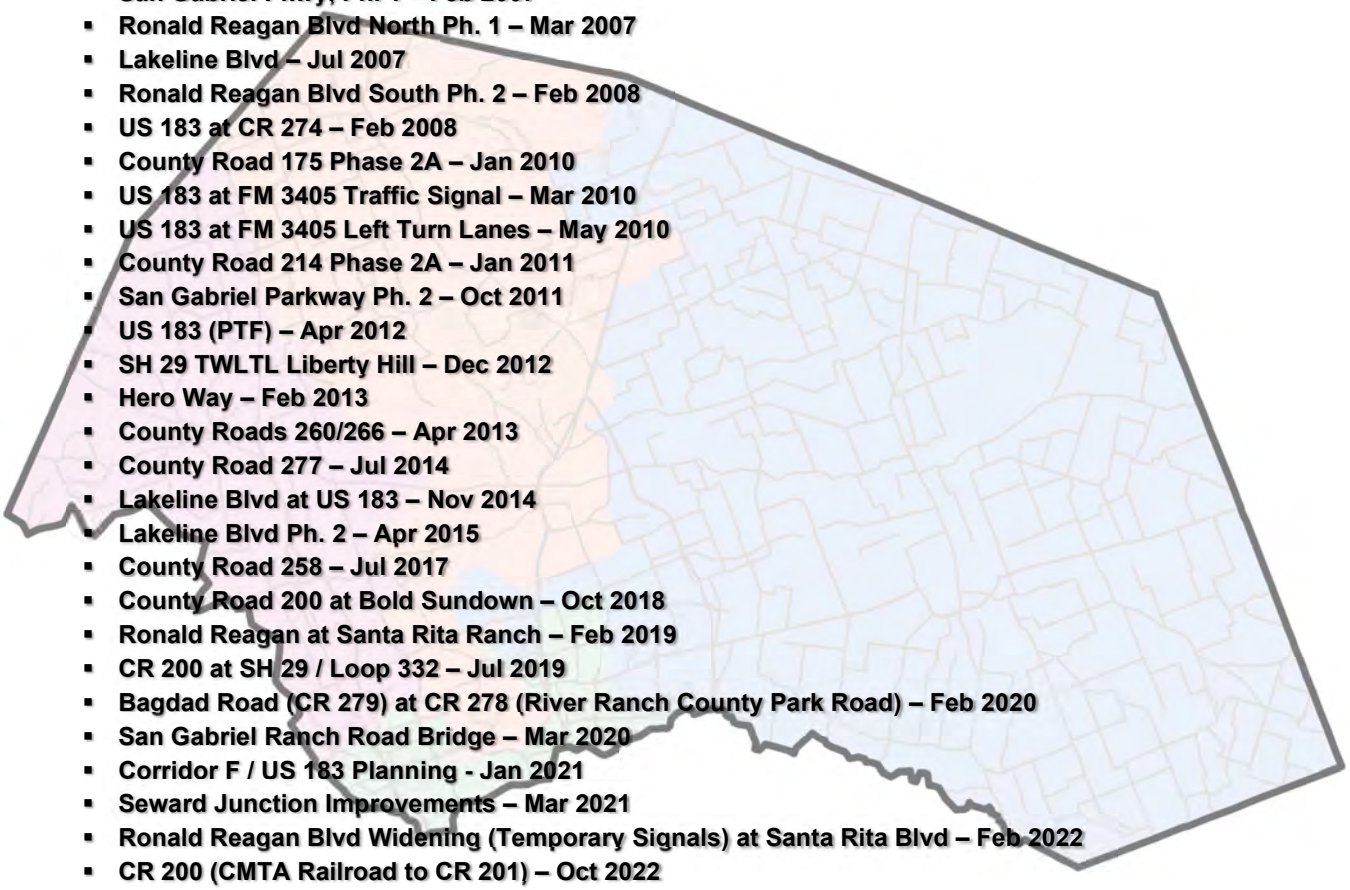
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF MARCH 2025

Precinct 2

- **RM 1869 at SH 29 (signal) – Aug 2002**
- **River Bend Oaks – Feb 2003**
- **County Road 175 – Jun 2003**
- **County Road 200 – Sep 2003**
- **Ronald Reagan Blvd, South Ph. 1 – Dec 2004**
- **County Road 214 – Feb 2005**
- **County Road 258 – Sep 2006**
- **San Gabriel Pkwy, Ph. 1 – Feb 2007**
- **Ronald Reagan Blvd North Ph. 1 – Mar 2007**
- **Lakeline Blvd – Jul 2007**
- **Ronald Reagan Blvd South Ph. 2 – Feb 2008**
- **US 183 at CR 274 – Feb 2008**
- **County Road 175 Phase 2A – Jan 2010**
- **US 183 at FM 3405 Traffic Signal – Mar 2010**
- **US 183 at FM 3405 Left Turn Lanes – May 2010**
- **County Road 214 Phase 2A – Jan 2011**
- **San Gabriel Parkway Ph. 2 – Oct 2011**
- **US 183 (PTF) – Apr 2012**
- **SH 29 TWLTL Liberty Hill – Dec 2012**
- **Hero Way – Feb 2013**
- **County Roads 260/266 – Apr 2013**
- **County Road 277 – Jul 2014**
- **Lakeline Blvd at US 183 – Nov 2014**
- **Lakeline Blvd Ph. 2 – Apr 2015**
- **County Road 258 – Jul 2017**
- **County Road 200 at Bold Sundown – Oct 2018**
- **Ronald Reagan at Santa Rita Ranch – Feb 2019**
- **CR 200 at SH 29 / Loop 332 – Jul 2019**
- **Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road) – Feb 2020**
- **San Gabriel Ranch Road Bridge – Mar 2020**
- **Corridor F / US 183 Planning - Jan 2021**
- **Seward Junction Improvements – Mar 2021**
- **Ronald Reagan Blvd Widening (Temporary Signals) at Santa Rita Blvd – Feb 2022**
- **CR 200 (CMTA Railroad to CR 201) – Oct 2022**
- **Ronald Reagan Safety Improvements – July 2023**
- **CR 258 Extension – Dec 2023**



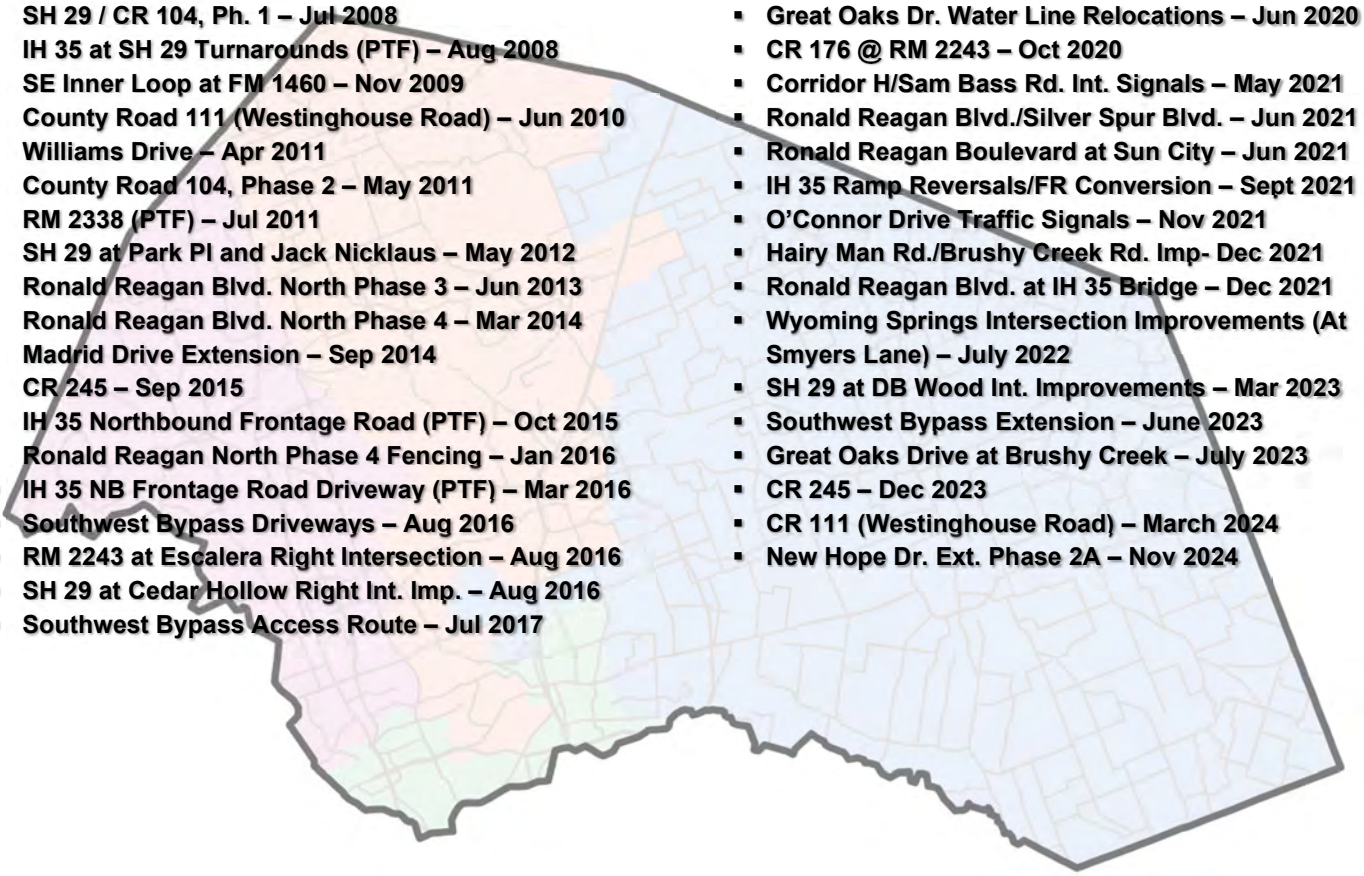
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF MARCH 2025

Precinct 3

- Cedar Hollow at SH 29 (signal) – Aug 2002
- Georgetown Inner Loop Project 2 – Aug 2003
- Georgetown Inner Loop Project 1 – Jun 2004
- Georgetown Inner Loop East Extension – Sep 2004
- County Road 152 Bridge Replacement – Sep 2004
- Inner Loop East (CR 151 to Bus 35) – Oct 2005
- Ronald Reagan Blvd North, Ph. 2 – May 2008
- 12" Water Main Relo. for SH 29 Widening – Jun 2008
- SH 29 / CR 104, Ph. 1 – Jul 2008
- IH 35 at SH 29 Turnarounds (PTF) – Aug 2008
- SE Inner Loop at FM 1460 – Nov 2009
- County Road 111 (Westinghouse Road) – Jun 2010
- Williams Drive – Apr 2011
- County Road 104, Phase 2 – May 2011
- RM 2338 (PTF) – Jul 2011
- SH 29 at Park Pl and Jack Nicklaus – May 2012
- Ronald Reagan Blvd. North Phase 3 – Jun 2013
- Ronald Reagan Blvd. North Phase 4 – Mar 2014
- Madrid Drive Extension – Sep 2014
- CR 245 – Sep 2015
- IH 35 Northbound Frontage Road (PTF) – Oct 2015
- Ronald Reagan North Phase 4 Fencing – Jan 2016
- IH 35 NB Frontage Road Driveway (PTF) – Mar 2016
- Southwest Bypass Driveways – Aug 2016
- RM 2243 at Escalera Right Intersection – Aug 2016
- SH 29 at Cedar Hollow Right Int. Imp. – Aug 2016
- Southwest Bypass Access Route – Jul 2017
- Pearson Ranch Road – Oct 2017
- Arterial H Extension Phase I– Feb 2018
- Relo. of Williamson County Regional WL – Apr 2018
- RM 620 Phase 2 – Jul 2018
- Southwest Bypass Segment 1 – Sept 2018
- Inner Loop Improvements – Dec 2018
- Neenah Ave./Pearson Ranch Rd. Signal – Jan 2019
- Southwest Bypass Segment 2 – Jan 2020
- Great Oaks Dr. Water Line Relocations – Jun 2020
- CR 176 @ RM 2243 – Oct 2020
- Corridor H/Sam Bass Rd. Int. Signals – May 2021
- Ronald Reagan Blvd./Silver Spur Blvd. – Jun 2021
- Ronald Reagan Boulevard at Sun City – Jun 2021
- IH 35 Ramp Reversals/FR Conversion – Sept 2021
- O'Connor Drive Traffic Signals – Nov 2021
- Hairy Man Rd./Brushy Creek Rd. Imp- Dec 2021
- Ronald Reagan Blvd. at IH 35 Bridge – Dec 2021
- Wyoming Springs Intersection Improvements (At Smyers Lane) – July 2022
- SH 29 at DB Wood Int. Improvements – Mar 2023
- Southwest Bypass Extension – June 2023
- Great Oaks Drive at Brushy Creek – July 2023
- CR 245 – Dec 2023
- CR 111 (Westinghouse Road) – March 2024
- New Hope Dr. Ext. Phase 2A – Nov 2024



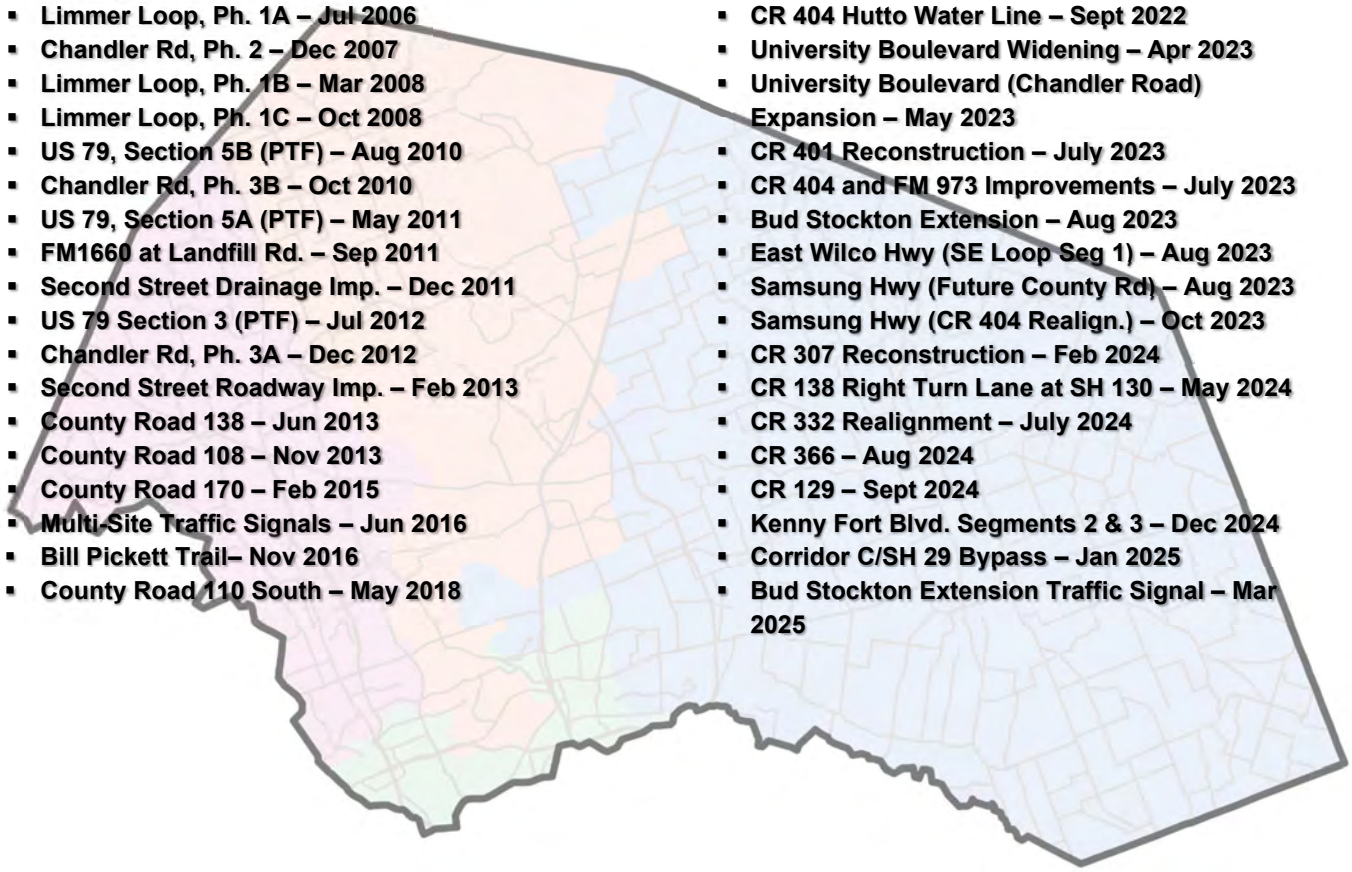
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

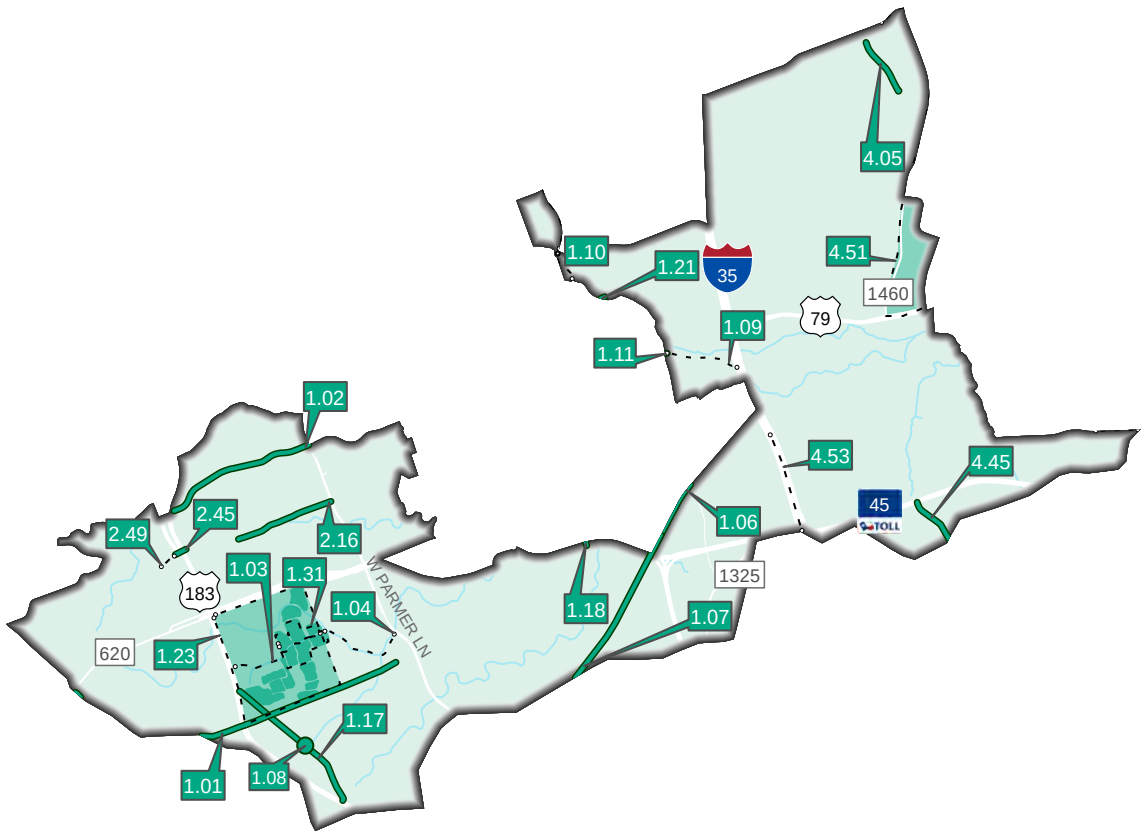
CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF MARCH 2025

Precinct 4

- Bridge RPLs (CR 390, 406 & 427) – Nov 2002
- County Road 368 and 369 – Nov 2002
- County Road 412 – Aug 2003
- County Road 300 and 301 – Dec 2003
- County Road 424 Bridge RPL – Jan 2004
- Chandler Rd. Extension, Ph. 1 – Mar 2005
- County Road 112, Ph. 1 – Aug 2005
- County Road 137 – Oct 2005
- Limmer Loop, Ph. 1A – Jul 2006
- Chandler Rd, Ph. 2 – Dec 2007
- Limmer Loop, Ph. 1B – Mar 2008
- Limmer Loop, Ph. 1C – Oct 2008
- US 79, Section 5B (PTF) – Aug 2010
- Chandler Rd, Ph. 3B – Oct 2010
- US 79, Section 5A (PTF) – May 2011
- FM1660 at Landfill Rd. – Sep 2011
- Second Street Drainage Imp. – Dec 2011
- US 79 Section 3 (PTF) – Jul 2012
- Chandler Rd, Ph. 3A – Dec 2012
- Second Street Roadway Imp. – Feb 2013
- County Road 138 – Jun 2013
- County Road 108 – Nov 2013
- County Road 170 – Feb 2015
- Multi-Site Traffic Signals – Jun 2016
- Bill Pickett Trail– Nov 2016
- County Road 110 South – May 2018
- County Road 119 – Mar 2019
- County Road 110 Middle – Oct 2020
- CR Paving (401, 402 & 404) – Nov 2021
- Thrall Project (S. Bounds Street) – Jan 2022
- Bartlett Project (Cotrell Street) – Feb 2022
- County Road 101 – Feb 2022
- Davilla Street Culvert Re – June 2022
- Coupland Project – June 2022
- CR 404 Hutto Water Line – Sept 2022
- University Boulevard Widening – Apr 2023
- University Boulevard (Chandler Road) Expansion – May 2023
- CR 401 Reconstruction – July 2023
- CR 404 and FM 973 Improvements – July 2023
- Bud Stockton Extension – Aug 2023
- East Wilco Hwy (SE Loop Seg 1) – Aug 2023
- Samsung Hwy (Future County Rd) – Aug 2023
- Samsung Hwy (CR 404 Realign.) – Oct 2023
- CR 307 Reconstruction – Feb 2024
- CR 138 Right Turn Lane at SH 130 – May 2024
- CR 332 Realignment – July 2024
- CR 366 – Aug 2024
- CR 129 – Sept 2024
- Kenny Fort Blvd. Segments 2 & 3 – Dec 2024
- Corridor C/SH 29 Bypass – Jan 2025
- Bud Stockton Extension Traffic Signal – Mar 2025



2000/2006 Road Bond Program Projects
Precinct 1 - Commissioner Cook



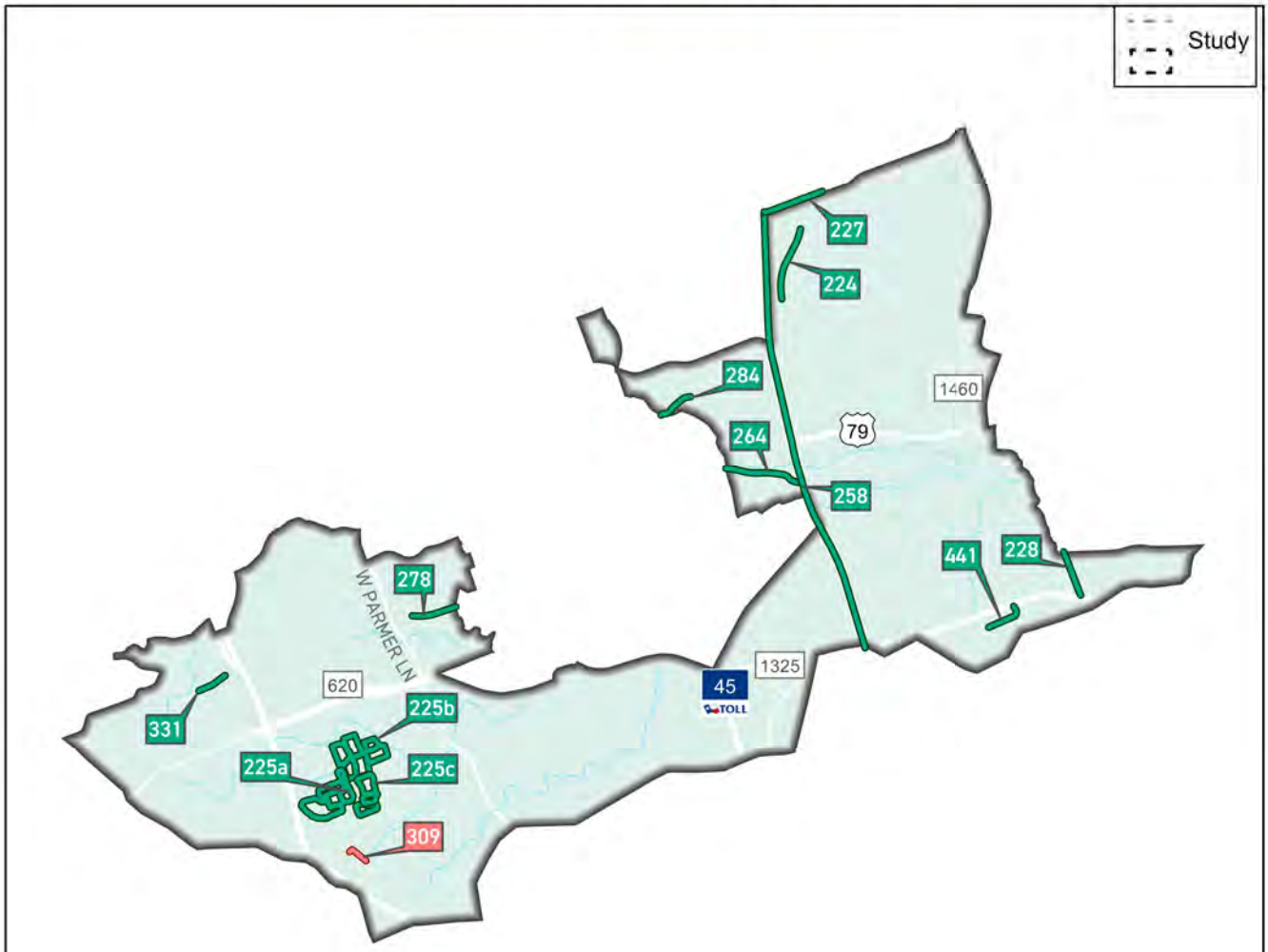
Completed/Open to Traffc

1.01 Anderson Mill Rd.
1.02 Avery Ranch Blvd. (183 to Parmer Lane)
1.03 Lake Creek Drainage - Phase 1 ----
1.04 Lake Creek Drainage - Phase 2 ----
1.06 McNeil Road - Phase 1
1.07 McNeil Road - Phase 2
1.08 Pond Springs at Turtle Rock Signal
1.09 RM 620 Feasibility ----
1.10 Wyoming Springs North ----
1.11 RM 620 Interim Improvements - Phase 1
1.17 Pond Springs Road
1.18 O'Connor Overpass at SH 45
1.21 CR 174 (Hairy Man Rd.) Bridge Rail Rehab
1.23 Forest North Drainage Improvements - Phase 1
1.31 Forest North Drainage Improvements - Phase 2
1.31 Forest North Drainage Improvements - Phase 3
2.16 Lakeline Blvd. (Lyndhurst to Parmer Lane)
2.45 Lakeline Blvd. at US 183
2.49 Lakeline Blvd. Right Turn Lanes ----
4.05 CR 112 - Phase 1
4.45 CR 170
4.53 IH 35 Operational Analysis ----

---- Study

2013 ROAD BOND PROGRAM PROJECTS

Precinct 1 - Commissioner Cook



In Design

309 Pond Springs Road Area Drainage Improvements

Completed/Open to Traffic

224 North Mays Street Extension (Paloma Drive to Oakmont Drive)
225a Forest North Drainage Improvements Anderson Mill Zone
225b Forest North Drainage Improvements Phase 2
225c Forest North Drainage Improvements Phase 3 (Design)
227 University Boulevard Widening (IH 35 to Sunrise Road)
228 Kenney Fort Blvd Segments 2 and 3 (Forest Creek Boulevard to SH 45)
258 IH 35 Corridor Operational Analysis (SH 45 to RM 1431)
264 RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)
278 Neenah Avenue Widening (Olive Hill Drive to 0.5 miles east of Olive Hill Drive)
284 Hairy Man Road/Brushy Creek Road Safety Improvements (Brushy Bend to Sam Bass Road)
331 Lakeline Boulevard Right Turn Lanes
441 Roundville Lane (A.W. Grimes Boulevard to EBFR of SH 45)

2019 ROAD BOND PROGRAM PROJECTS

Precinct 1 - Commissioner Cook



In Design

309 Pond Springs Road Area Drainage Improvements
337 Anderson Mill Road (FM734 - Loop 1)
338 RM 620/SH 45 Intersection to McNeil Road
340 Parmer Lane at SH 45 Interchange

Under Construction/Bidding

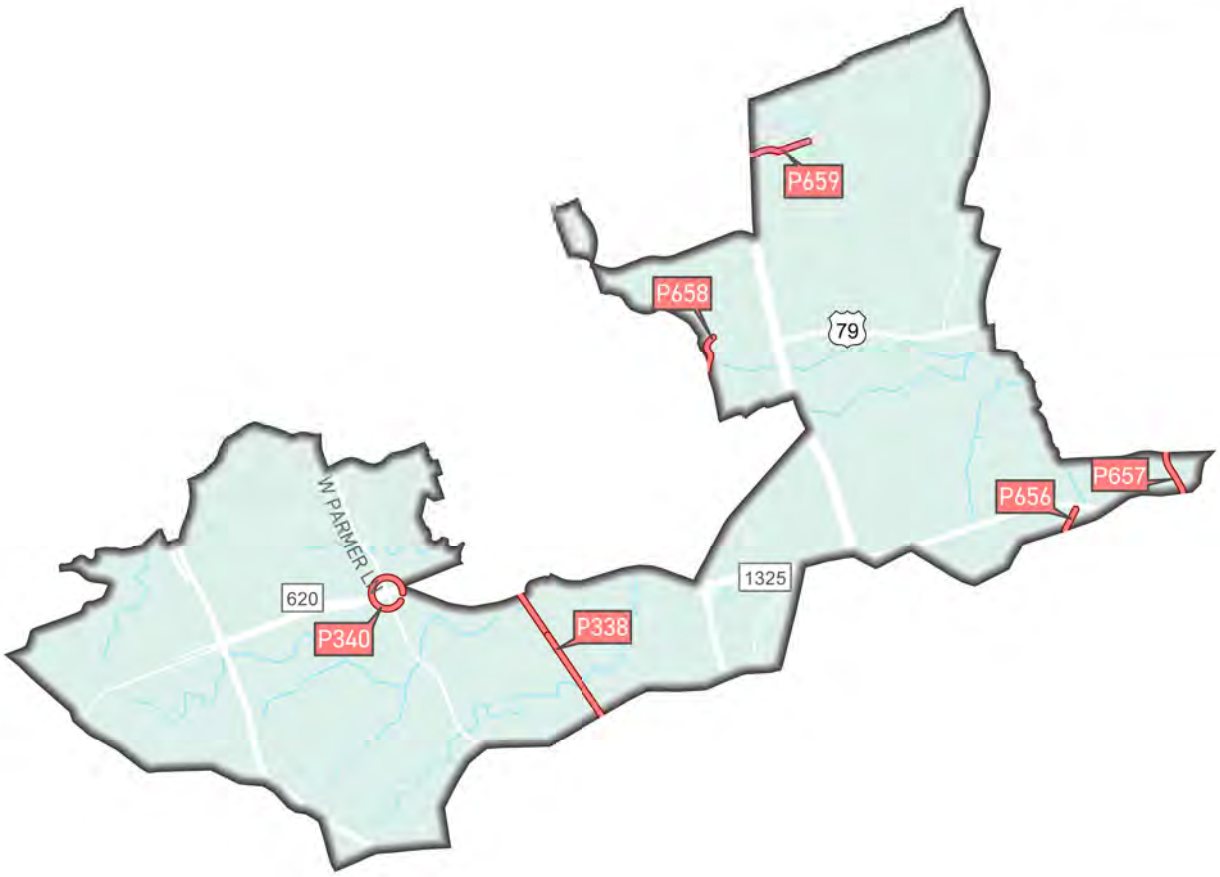
341 Wyoming Springs Extension (Brightwater Boulevard/Creek Bend to Sam Bass Road)
462 Corridor H/Sam Bass Road (RM 1431 to Wyoming Springs Drive)

Completed/Open to Traffic

225c Forest North Drainage Improvements Phase 3
380 MoKan (University Boulevard to SH 45)

2023 ROAD BOND PROGRAM PROJECTS

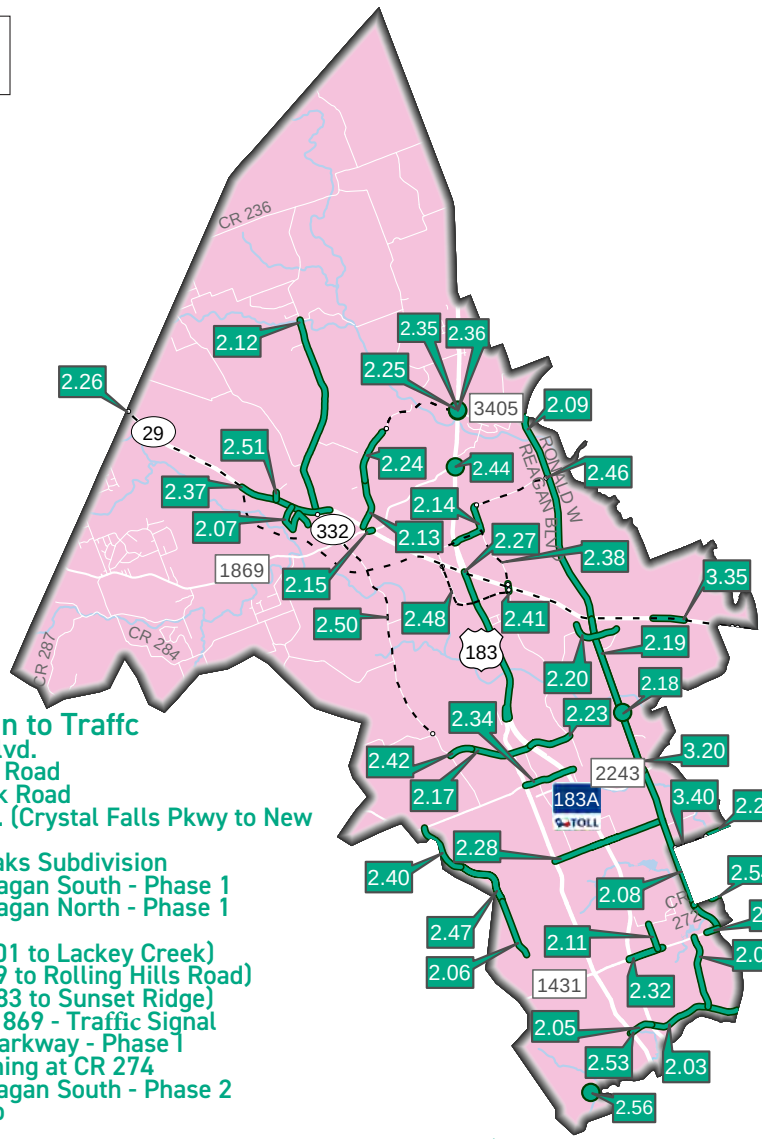
Precinct 1 - Commissioner Cook



In Design

P338 Robinson Ranch Road (SH 45 / RM 620 to McNeil Road)
P340 Parmer Lane at SH 45 (Parmer Lane / SH 45)
P656 Schultz Lane (Louis Henna Blvd to New Meister Lane)
P657 Red Bud Lane Widening (Gattis School Road to Heatherwilde Blvd)
P658 Deepwood Drive (Deepwood Dr to Sam Bass Rd)
P659 Eagles Nest Extension (Cypress Blvd to west of Chisholm Trail Road)

2000/2006 Road Bond Program Projects
Precinct 2 - Commissioner Long

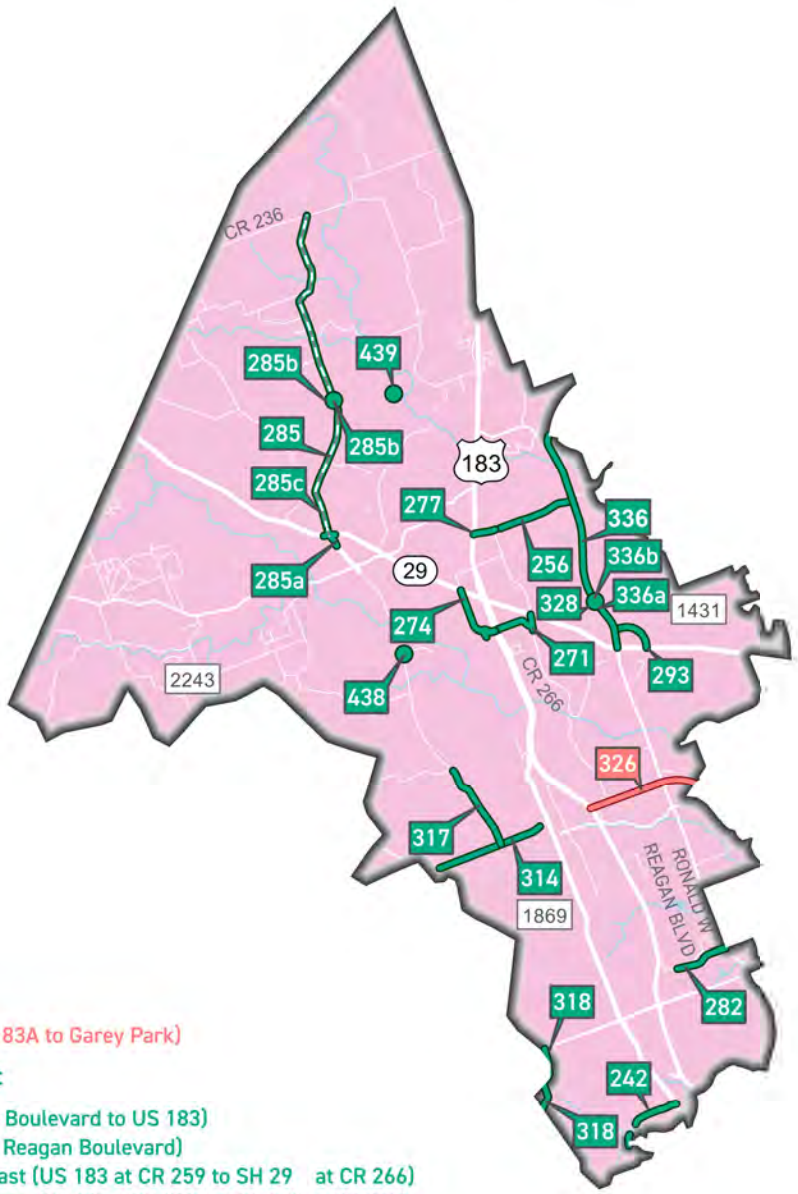


Completed/Open to Traffc

2.01 Vista Ridge Blvd.
2.03 Brushy Creek Road
2.05 Cypress Creek Road
2.06 Lakeline Blvd. (Crystal Falls Pkwy to New Hope Dr)
2.07 River Bend Oaks Subdivision
2.08 Ronald W. Reagan South - Phase 1
2.09 Ronald W. Reagan North - Phase 1
2.11 CR 185
2.12 CR 200 (CR 201 to Lackey Creek)
2.13 CR 214 (SH 29 to Rolling Hills Road)
2.14 CR 258 (US 183 to Sunset Ridge)
2.15 SH 29 at FM 1869 - Traffic Signal
2.17 San Gabriel Parkway - Phase 1
2.18 US 183 Widening at CR 274
2.19 Ronald W. Reagan South - Phase 2
2.20 Kau man Loop
2.22 CR 179
2.23 San Gabriel Parkway - Phase 2
2.24 CR 214 - Phase 2A
2.25 CR 214 - Phase 2B Schematic ----
2.26 SH 29 Improvements and Schematic ----
2.27 US 183 (PTF)
2.28 CR 272 Overlay (1st)
2.32 RM 1431
2.34 Hero Way
2.35 US 183 at FM 3405 Traffic Signal
2.36 US 183 at FM 3405 Left Turn Lanes
2.37 SH 29 TWLTL in Liberty Hill
2.38 CR 260 / CR 266 at SH 29
2.40 Lakeline Blvd. Phase 2 (Old Quarry Rd. to Old 2243)
2.41 Seward Junction Improvements ----
2.42 San Gabriel Parkway West
2.44 US 183 at RM 1869
2.46 CR 258 (Sunset Ridge to Reagan Blvd) (Design) ----
2.47 Lakeline Blvd. Phase 3 (Crystal Falls Pkwy. to Old Quarry Rd.)
2.48 Seward Junction Schematic (SE and SW) ----
2.50 Bagdad Rd. North Phase 2 Schematic (CR 280 to SH 29) ----
2.51 CR 277
2.52 RM 1431 at Parmer / Reagan CFI
2.53 Cypress Creek Road at US 183
2.54 CR 272 Overlay
2.56 Cypress Creek Road at Lakeline
2.57 Brushy Creek Road at Parmer Lane
3.20 Ronald W. Reagan South - Phase 2
3.35 SH 29 at Park Place Dr. & Jack Nicklaus Blvd.

2013 ROAD BOND PROGRAM PROJECTS

Precinct 2 - Commissioner Long



In Design

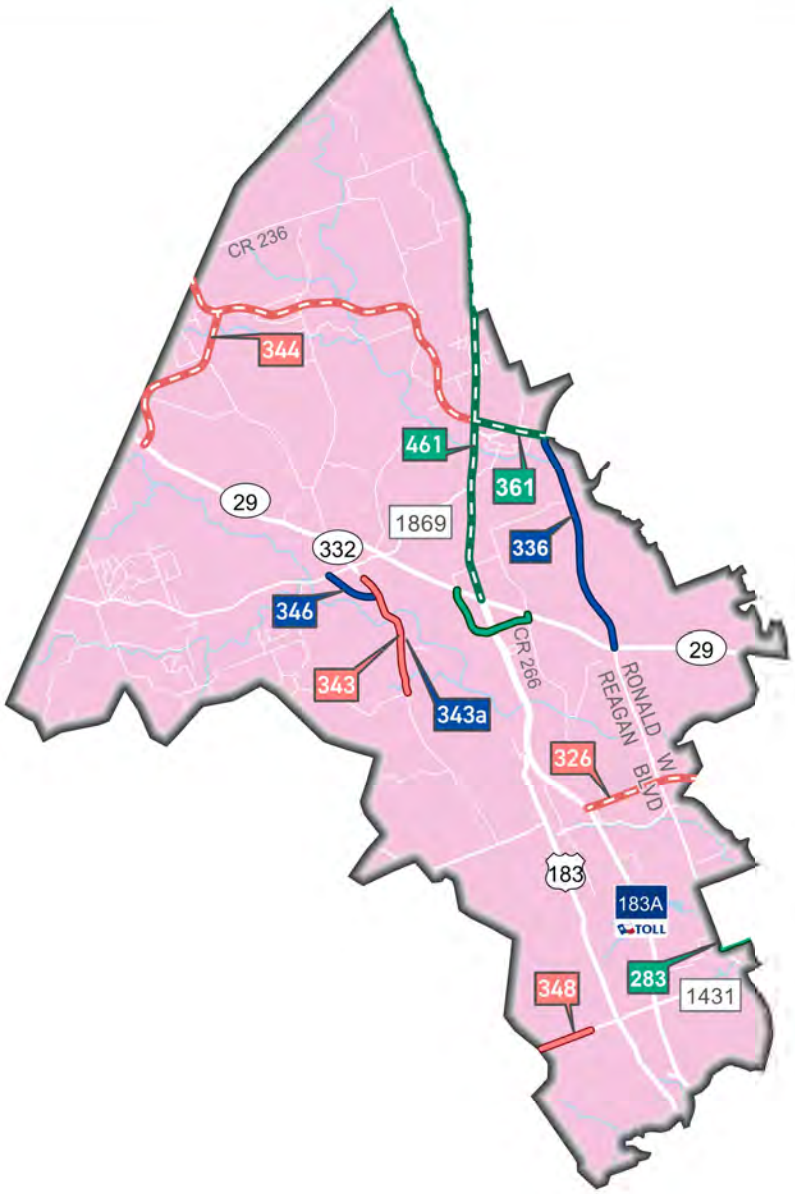
326 RM 2243 Realignment (183A to Garey Park)

Completed/Open to Traffic

242 Little Elm Trail (Lakeline Boulevard to US 183)
256 CR 258 (Sunset Ridge to Reagan Boulevard)
271 Seward Junction Southeast (US 183 at CR 259 to SH 29 at CR 266)
274 Seward Junction Southwest (SH 29 at CR 213 to US 183 at CR 259)
277 CR 258 Extension (US 183 to Sunset Ridge Drive)
282 New Hope Drive Phase 1 (Cottonwood Creek Trail to Ronald Reagan Boulevard)
285 CR 200 Study and Schematic (SH 29 to CR 236)
285a State Highway 29 Intersection at CR 200/Loop 332
285b CR 200 at Bold Sundown Left Turn Lane
285c CR 200 (CMTA Railroad to CR 201)
293 Kauffman Loop Phase 1 - Two Lanes (northeast quadrant of Reagan at SH 29)
314 Old 2243/Hero Way West (Lakeline Boulevard to west of US 183)
317 Bagdad Road North (Collaborative Way to RM 2243)
318 Anderson Mill Road (Gaspar Bend to RM 1431)
328 Ronald Reagan at Santa Rita
336 Ronald Reagan Boulevard Widening (SH 29 to FM 3405) ◦- - -◦
336a Ronald Reagan Boulevard Widening & Temp Signals at Santa Rita Boulevard
336b Ronald Reagan Safety Improvements
438 Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road)
439 San Gabriel Ranch Road Bridge at Lackey Creek

2019 ROAD BOND PROGRAM PROJECTS

Precinct 2 - Commissioner Long



In Design

326 RM 2243 Realignment (183A to Garey Park)
343 Bagdad Road/ CR 279 (Loop 332 to CR 281/ Leander City Limits to Sam Bass Road)
344 Corridor I2 (Burnet County Line to US 183)
348 Whitestone Boulevard Widening (West of Anderson Mill to Bagdad Road)

Under Construction/ Bidding

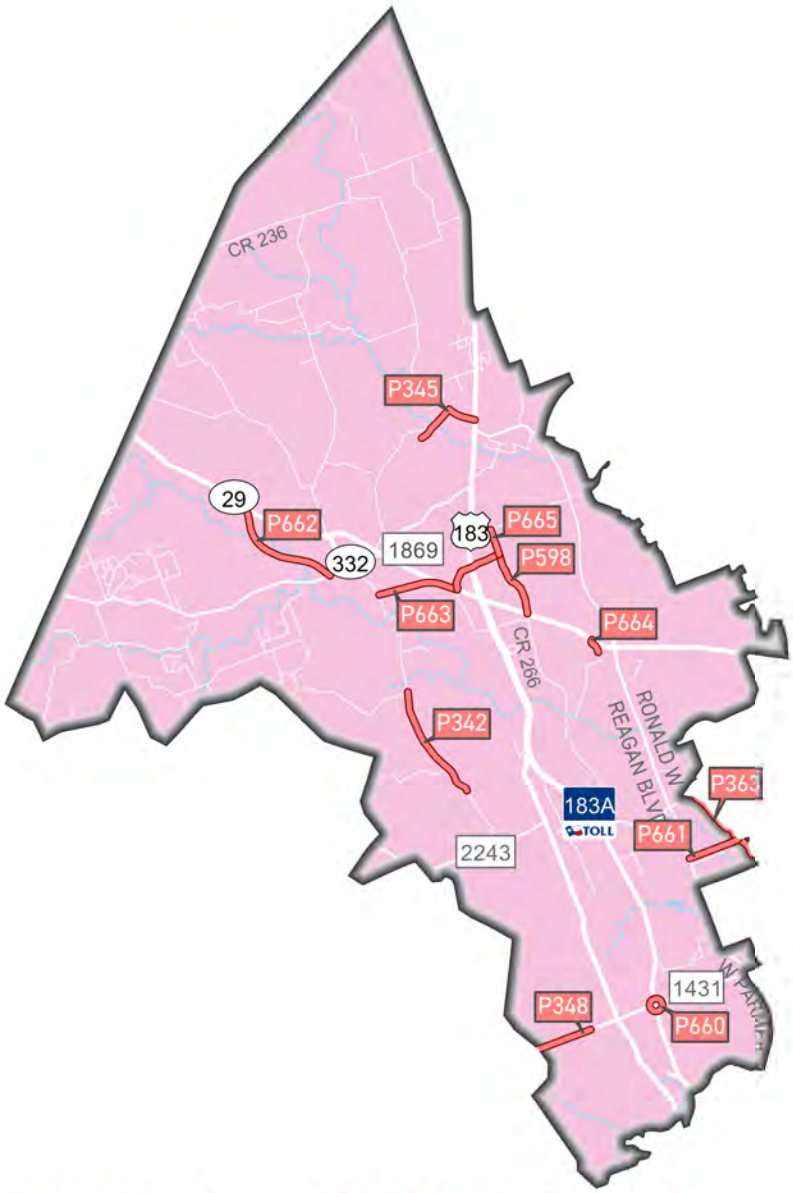
336 Ronald Reagan Boulevard Widening (SH 29 to FM 3405)
343a Bagdad Road/ CR 279 (ROW Clearing)(Loop 332 to CR 281/ Leander City Limits to Sam Bass Road)
346 Liberty Hill (SH 29) Bypass (RM 1869 to CR 279)

Completed/ Open to Traffic

283 New Hope Drive Extension Phase 2A (Ronald Reagan Boulevard to Sam Bass Road)
361 Corridor I1 (FM 3405) (Ronald Reagan Boulevard to US 183)
461 Corridor F/ US 183 (Williamson/Burnet County Line to SH 29)

2023 ROAD BOND PROGRAM PROJECTS

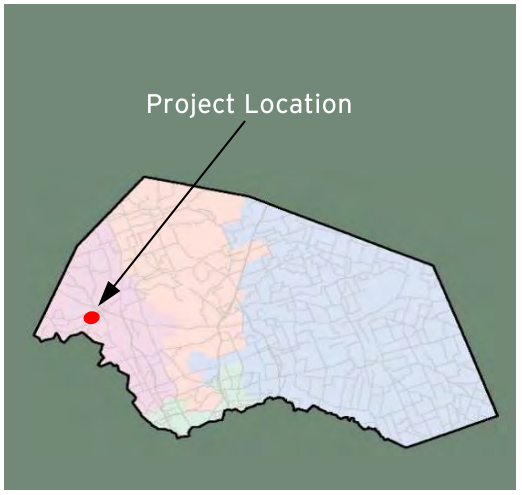
Precinct 2 - Commissioner Long



In Design

P342 Bagdad Road (North of San Gabriel Parkway to CR 281 / Leander City Limits)
P345 CR 214 (End of CR 214 to US 183)
P348 Whitestone Boulevard Widening (west of Anderson Mill to Bagdad Road)
P363 CR 175 (South of Creek Meadow Cove to RM 2243)
P598 Seward Junction Loop (SH 29/CR 260 to SH 29/CR 213)
P660 RM 1431 at 183A Intersection
P661 Crystal Falls Parkway (Ronald Reagan Blvd to CR 175)
P662 Liberty Hill Bypass West (SH 29 (west of Liberty Hill High School) to RM 1869)
P663 Liberty Hill Bypass East (Bagdad Road/CR 279 to SH 29)
P664 Kauffman Loop (SH 29 to north terminus of Kauffman Loop)
P665 CR 258 (Seward Junction Loop to CR 258 Extension)





Liberty Hill Bypass Improvements
(RM 1869 to CR 279)

Project Length: 2.316 Miles
Roadway Classification: Bagdad Road (Arterial);
Liberty Hill Bypass (Minor Arterial)

Project Schedule: February 2024 - Late 2025
Estimated Construction Cost: $14.2 Million



MARCH 2025 IN REVIEW

3/7/25: Chasco Constructors continued hauling off the spoils and processing flexible base for the Bagdad Road eastern widening. The contractor continued working on the 6-inch waterline crossing Bagdad Road.

3/14/25: Chasco Constructors continued processing flexible base for the Bagdad Road eastern widening. Chasco continued placing topsoil and backfilling around the drainage structures along Bagdad Road.

3/21/25: Chasco Constructors continued processing flexible base for the Bagdad Road eastern widening. Chasco continued grading ditches and spreading topsoil along Bagdad Road. The contractor completed the tie-in for the 6-inch waterline crossing Bagdad Road.

3/28/25: Chasco began constructing the temporary detour at the northwest end of Bagdad Road and began forming and pouring sections of the concrete mow strip in the Stubblefield cul-de-sac. Subcontractor Woolery installed the metal beam guard fence in the Stubblefield cul-de-sac.



Design Engineer: LJA
Contractor: Chasco Constructors
Construction Observation:
Bruce Thurin, HNTB

Williamson County
Road Bond Program

HNTB

Liberty Hill Bypass (SH 29) Bypass
Project No. 24IFB15

Original Contract Price = $14,149,449.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
12/5/2023	12/12/2023	2/5/2024	2/15/2024				652		652

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	2/5/2024	2/29/2024	15	$1,167,168.15	$1,167,168.15	$129,685.35	$129,685.35	9	2
2	3/1/2024	3/31/2024	31	$1,206,856.44	$2,374,024.59	$134,095.16	$263,780.51	18	7
3	4/1/2024	4/30/2024	30	$1,527,575.22	$3,901,599.81	$169,730.58	$433,511.09	30	12
4	5/1/2024	5/31/2024	31	$681,539.40	$4,583,139.21	$75,726.60	$509,237.69	35	16
5	6/1/2024	6/30/2024	30	$661,450.37	$5,244,589.58	$73,494.49	$582,732.18	40	21
6	7/1/2024	7/31/2024	31	$456,995.73	$5,701,585.31	$50,777.30	$633,509.48	44	26
7	8/1/2024	8/31/2024	31	$637,416.74	$6,339,002.05	-$299,877.79	$333,631.69	46	31
8	9/1/2024	9/30/2024	30	$582,204.65	$6,921,206.70	$30,642.35	$364,274.04	50	35
9	10/1/2024	10/31/2024	31	$411,590.27	$7,332,796.97	$21,662.64	$385,936.68	53	40
10	11/1/2024	11/30/2024	30	$621,797.80	$7,954,594.77	$32,726.20	$418,662.88	58	44
11	12/1/2024	12/31/2024	31	$709,248.80	$8,663,843.57	$37,328.89	$455,991.77	63	49
12	1/1/2025	1/31/2025	31	$831,689.33	$9,495,532.90	$43,773.12	$499,764.89	69	54
13	2/1/2025	2/28/2025	28	$228,803.99	$9,724,336.89	$12,042.31	$511,807.20	71	58

3/31/2025 Comments - Chasco Constructors continued processing flexible base, grading ditches, and spreading the topsoil for the eastern Bagdad Road widening. Chasco began constructing the temporary detour at the northwest end of Bagdad Road and began forming and pouring sections of the concrete mow strip in the Stubblefield cul-de-sac. Subcontractor Woolery installed the MBGF in the Stubblefield cul-de-sac.

Change Order Number	Approved	Cost This CO	Total COs
01	4/17/2024	$ 29,260.00	$ 29,260.00

2. Differing Site Conditions (unforeseeable) 2G: Unadjusted utility (unforeseeable): This Change Order compensates the Contractor for lowering and encasing existing water service lines to the Williamson County Adult Probation Center and Parcel 41. The service lines will be lowered and encased 2 and ½ feet below finish grade of the ditches. This will allow for water service to be maintained across the proposed roadway, allows the lines to be removed if needed for any repairs and will not compromise the roadway structure if they do need future repairs.

Change Order Number	Approved	Cost This CO	Total COs
02	6/24/2024	$ 21,500.00	$ 50,760.00

6D. Untimely ROW/Utilities. Right-of-Way not clear (County responsibility for ROW). This Change Order compensates the Contractor for clearing the PEC easement to expedite the relocation process.

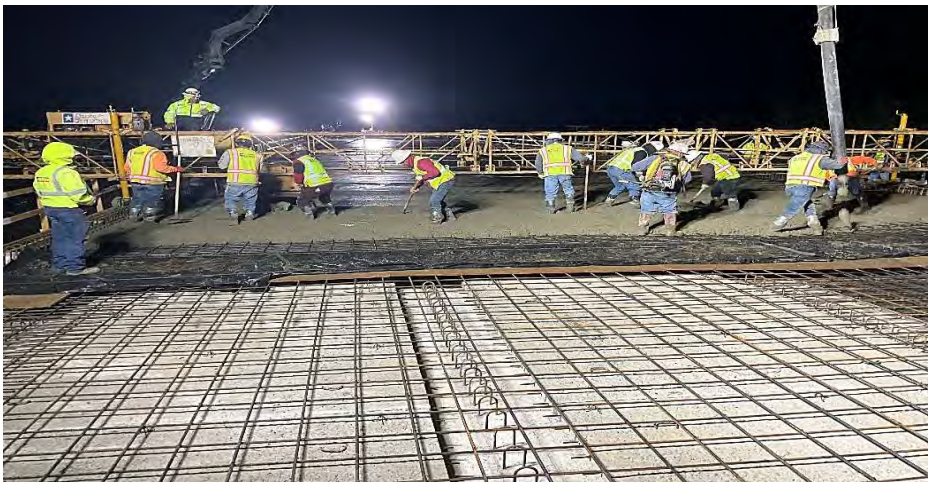
Change Order Number	Approved	Cost This CO	Total COs
03	7/3/2024	$ 229,702.00	$ 280,462.00

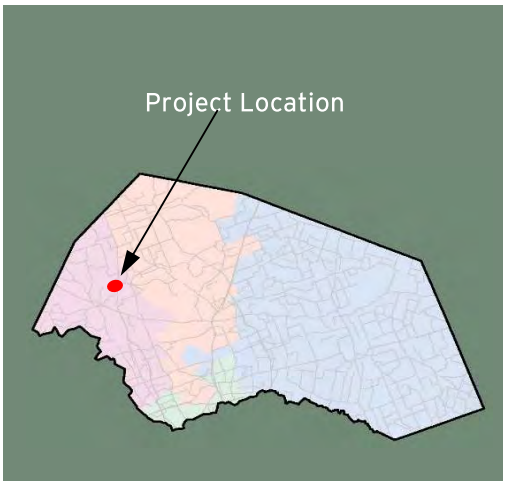
3M. County Convenience. Other.: The City of Liberty Hill's water line project was delayed until the first quarter of 2025, Originally , this was scheduled to be clear in October of 2024. It has been decided to add the water line work to the LHB roadway project via Change Order to Williamson County's project. this will help avoid delays of the roadway construction.

Change Order Number	Approved	Cost This CO	Total COs
04	3/11/2025	$14,900.00	$ 295,362.00

2.Differing Site Conditions (unforeseeable). 2G: Unadjusted utility (unforeseeable): This Change Order compensates the Contractor for relocating an existing water service line that crossed the ROW to provide water to the property owners cattle.

Adjusted Price = $14,444,811.00





Ronald Reagan Boulevard Widening
(SH 29 to FM 3405)

Project Length: 5.217 Miles
Roadway Classification: Arterial

Project Schedule: September 2024 - Summer 2027
Estimated Construction Cost: $52.2 Million





MARCH 2025 IN REVIEW

3/7/25: The contractor poured the bridge deck on Spans 1 and 2 and continued tying deck steel on the Tributary 1 to Sowe's Branch bridge. Chasco continued forming and pouring concrete for the safety end treatments on various drainage structures.

3/14/25: Chasco continued placing the deck panels and overhang brackets on Tributary 2 to Sowe's Branch bridge. Subcontractor Texas Highway Walls continued placing the MSE panels and backfill for Retaining Walls 11 and 12 and began pouring the moment slab for Retaining Wall 5.

3/21/25: Chasco continued roadway excavation and embanking for the retaining walls at various locations throughout the project. The contractor poured the deck for Spans 5 through 7 on the Tributary 1 to Sowe's Branch bridge.

3/28/25: Chasco continued forming and pouring concrete for the bridge abutments at the North Fork San Gabriel River Relief bridge and pouring concrete riprap at various locations. Subcontractor Texas Highway Walls continued constructing the MSE Retaining Walls 9 through 12.

Design Engineer: STV
Contractor: Chasco Constructors
Construction Observation:
Joseph Jones, HNTB

Williamson County
Road Bond Program

Ronald Reagan Boulevard Widening
Project No. 24IFB57

Original Contract Price = $52,159,299.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
6/25/2024	7/16/2024	8/22/2024	9/3/2024				1035		1035

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	8/23/2024	9/30/2024	28	$2,029,611.47	$2,029,611.47	$225,512.39	$225,512.39	4	3
2	10/1/2024	10/31/2024	31	$2,645,578.35	$4,675,189.82	$293,953.15	$519,465.54	10	6
3	11/1/2024	11/30/2024	30	$4,173,296.52	$8,848,486.34	$463,699.61	$983,165.15	19	9
4	12/1/2024	12/31/2024	31	$1,533,429.88	$10,381,916.22	$170,381.10	$1,153,546.25	22	12
5	1/1/2025	1/31/2025	31	$2,612,385.98	$12,994,302.20	$290,265.11	$1,443,811.36	28	15
6	2/1/2025	2/28/2025	28	$1,433,194.05	$14,427,496.25	$159,243.78	$1,603,055.14	31	17

3/31/2025 Comments - Chasco Constructors continued forming and pouring the vertical wall panels of the cast-in-place Retaining Wall 4. Chasco continued the roadway excavation and placing backfill for the retaining walls at various locations throughout the project. The contractor continued removing the overhang brackets and forms on the Tributary 1 to Sowe's Branch bridge and continued placing the deck panels, overhang brackets, and tying the bridge deck steel on Tributary 2 to Sowe's Branch bridge. Chasco continued forming and pouring concrete for the bridge abutments at the North Fork San Gabriel River Relief bridge and pouring the concrete riprap at various locations. Subcontractor Texas Highway Walls continued constructing the MSE Retaining Walls 9 through 12.

Change Order Number	Approved	Cost This CO	Total COs
01	8/8/2179	$ 145,428.00	$ 145,428.00

1A. Incorrect PS&E: This Change Order adds water line items to the Contract for the change in pipe classification, due to a discrepancy between the plan set and the bid form, as well as additional tonnage for an extra 18-inch fitting that was not accounted for in the original plans.

Change Order Number	Approved	Cost This CO	Total COs
02	11/26/2024	$ 29,362.00	$ 174,790.00

1A. Incorrect PS&E. This Change Order adds an item for encasement pipe to house the water line underneath a crossing of Ronald Reagan Blvd. that is called out in the plans but not included in the bid tabs.

Change Order Number	Approved	Cost This CO	Total COs
03	12/19/2024	$ 28,962.50	$ 203,752.50

3L. County Convenience. Revising safety work/measures desired by the County. This Change Order adds multiple items for pavement markings. Due to the high amount of traffic along Ronald Reagan between SH 29 and FM 3405, the existing striping is difficult to see or is missing. By restriping Ronald Reagan, it will improve the safety of the traveling public.

Change Order Number	Approved	Cost This CO	Total COs
04	3/11/20256	$90,550.00	$ 294,302.50

1A. Design Error or Omission. Incorrect PS&E. This Change Order adds quantities and new items to match the traffic signal poles with the foundation types shown on the plans. In addition, it corrects traffic signal work quantities and missing items not included on the as-bid plan set.

Adjusted Price = $52,453,601.50

Project Name: Bagdad Road ROW Clearing
Project No. 25IFB6

Original Contract Price = $1,253,832.00

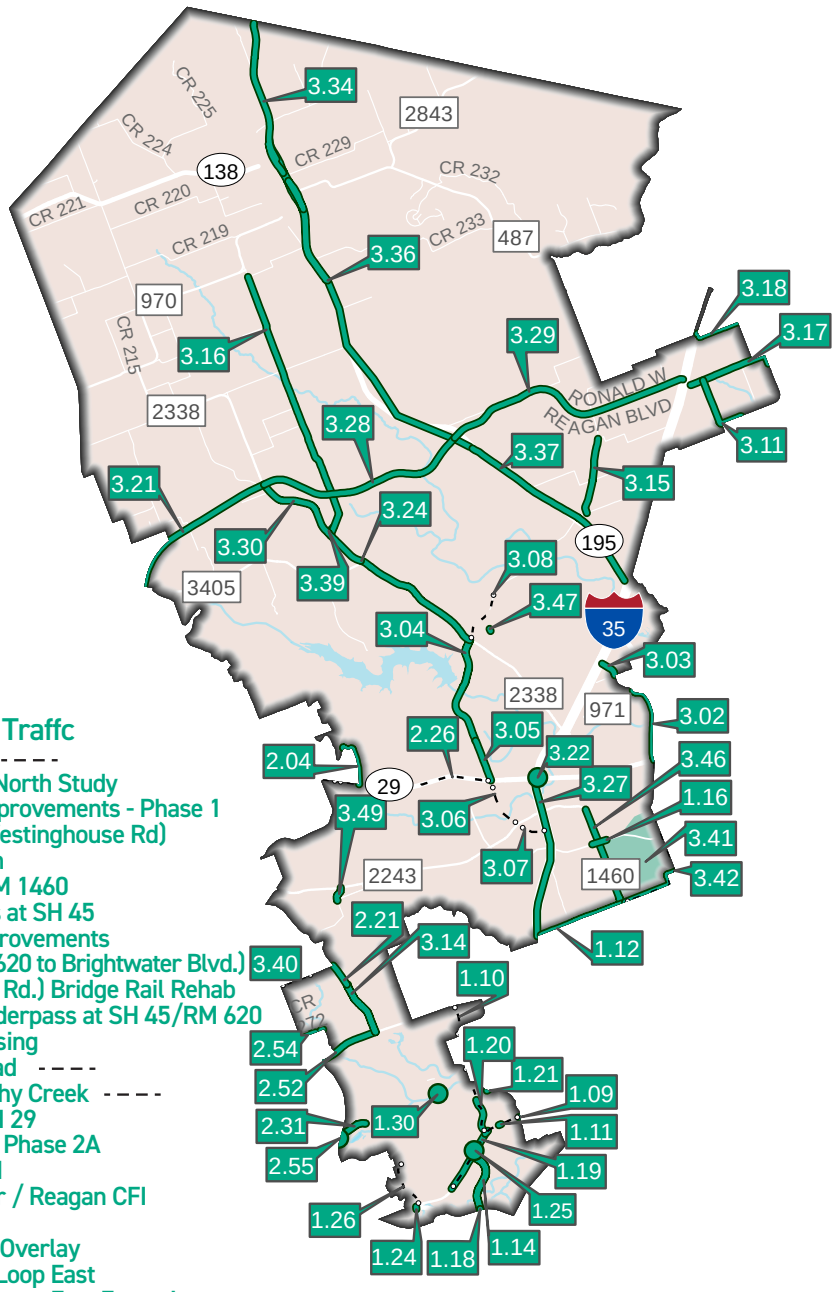
Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
11/19/2024	11/26/2024	1/17/2025	1/27/2025				90		90

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	1/1/2025	1/31/2025	5	$88,074.00	$88,074.00	$9,786.00	$9,786.00	8	6
2	2/1/2025	2/28/2025	28	$158,712.30	$246,786.30	$17,634.70	$27,420.70	22	37

3/31/2025 Comments - Rotten Apple continued installing the fence and performed miscellaneous clean-up throughout the project. Subcontractor Fuquay completed installing the silt fence, rock filter dams, and seeding at various locations throughout the project.

Adjusted Price = $1,253,832.00

2000/2006 Road Bond Program Projects
Precinct 3 - Commissioner Covey



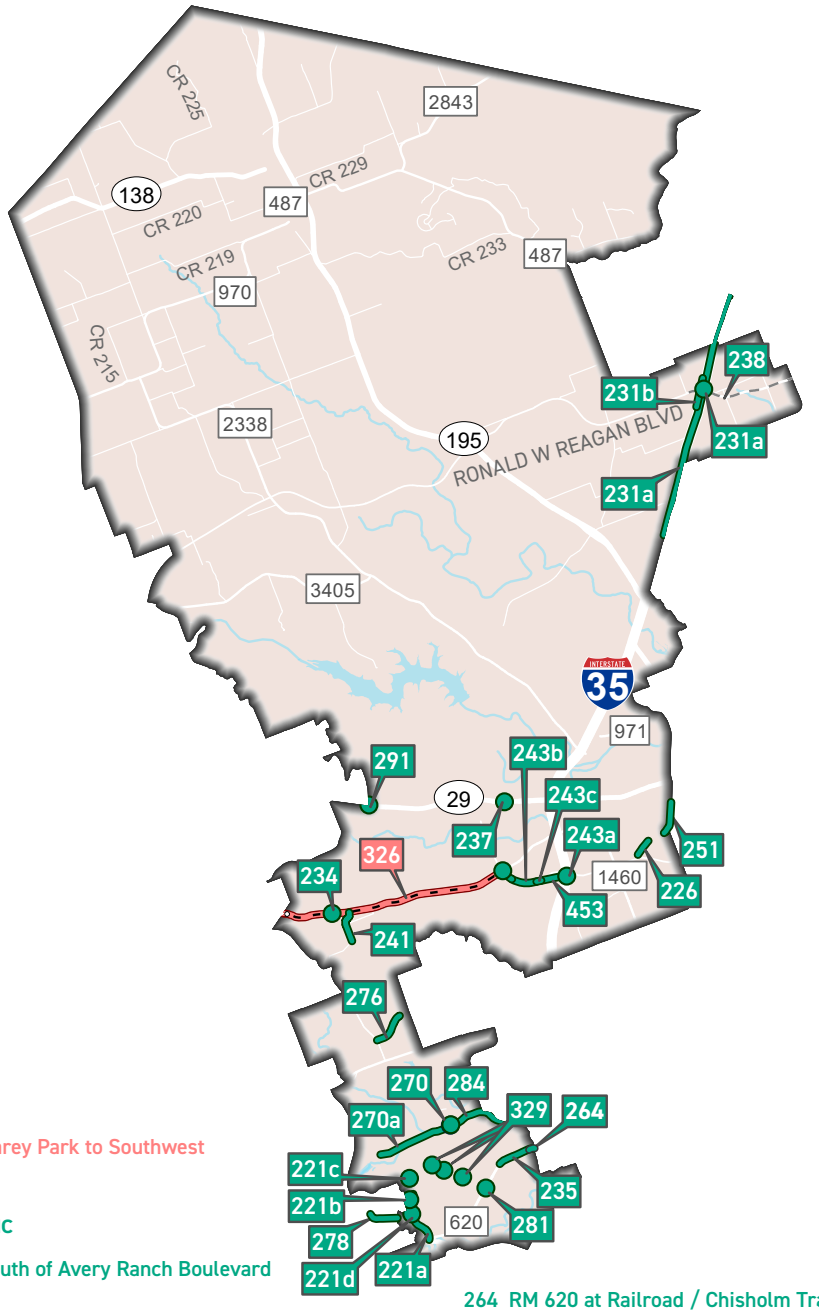
Study

Completed/Open to Traffc

1.09 RM 620 Feasibility - - - -
1.10 Wyoming Springs North Study
1.11 RM 620 Interim Improvements - Phase 1
1.12 CR 111/CR 105 (Westinghouse Rd)
1.14 O'Connor Extension
1.16 SE Inner Loop at FM 1460
1.18 O'Connor Overpass at SH 45
1.19 RM 620 Safety Improvements
1.20 Wyoming Springs (620 to Brightwater Blvd.)
1.21 CR 174 (Hairy Man Rd.) Bridge Rail Rehab
1.24 Pearson Ranch Underpass at SH 45/RM 620
1.25 King of Kings Crossing
1.26 Pearson Ranch Road - - - -
1.30 Great Oaks at Brushy Creek - - - -
2.04 Cedar Hollow at SH 29
2.21 CR 175 Extension - Phase 2A
2.31 Brushy Creek Road
2.52 RM 1431 at Parmer / Reagan CFI
2.54 CR 272 Overlay
2.55 Brushy Creek East Overlay
3.02 Georgetown Inner Loop East
3.03 Georgetown Inner Loop East Extension
3.04 Georgetown Inner Loop - Project 1
3.05 Georgetown Inner Loop - Project 2
3.06 Georgetown Inner Loop - Project 3 - - - -
3.07 Georgetown Inner Loop - Project 4 - - - -
3.08 Georgetown Inner Loop - Project 5 - - - -
3.11 CR 145
3.14 CR 175
3.15 CR 234
3.16 CR 245
3.17 CR 311
3.18 CR 314
3.21 Ronald W. Reagan North - Phase 2
3.22 IH 35 at SH 29 Turnarounds (PTF)
3.24 Williams Drive (RM 2338)
3.27 IH 35 Northbound Frontage Rd. and Ramps
3.28 Ronald W. Reagan North - Phase 3
3.29 Ronald W. Reagan North - Phase 4
3.30 RM 2338 (PTF)
3.34 SH 195 Project 1
3.36 SH 195 Project 2
3.37 SH 195 Project 3
3.39 CR 245 Realignment
3.40 CR 179 - - - -
3.41 CR 110 / Arterial A Study (design)
3.42 CR 111 / CR 105 Westinghouse Rd. (FM 1460 to SH 130) (Design)
3.46 FM 1460 North
3.47 Madrid Drive Extension
3.49 CR 176 At RM 2243 - Intersection/Safety Improvements

2013 ROAD BOND PROGRAM PROJECTS

Precinct 3 - Commissioner Covey



In Design

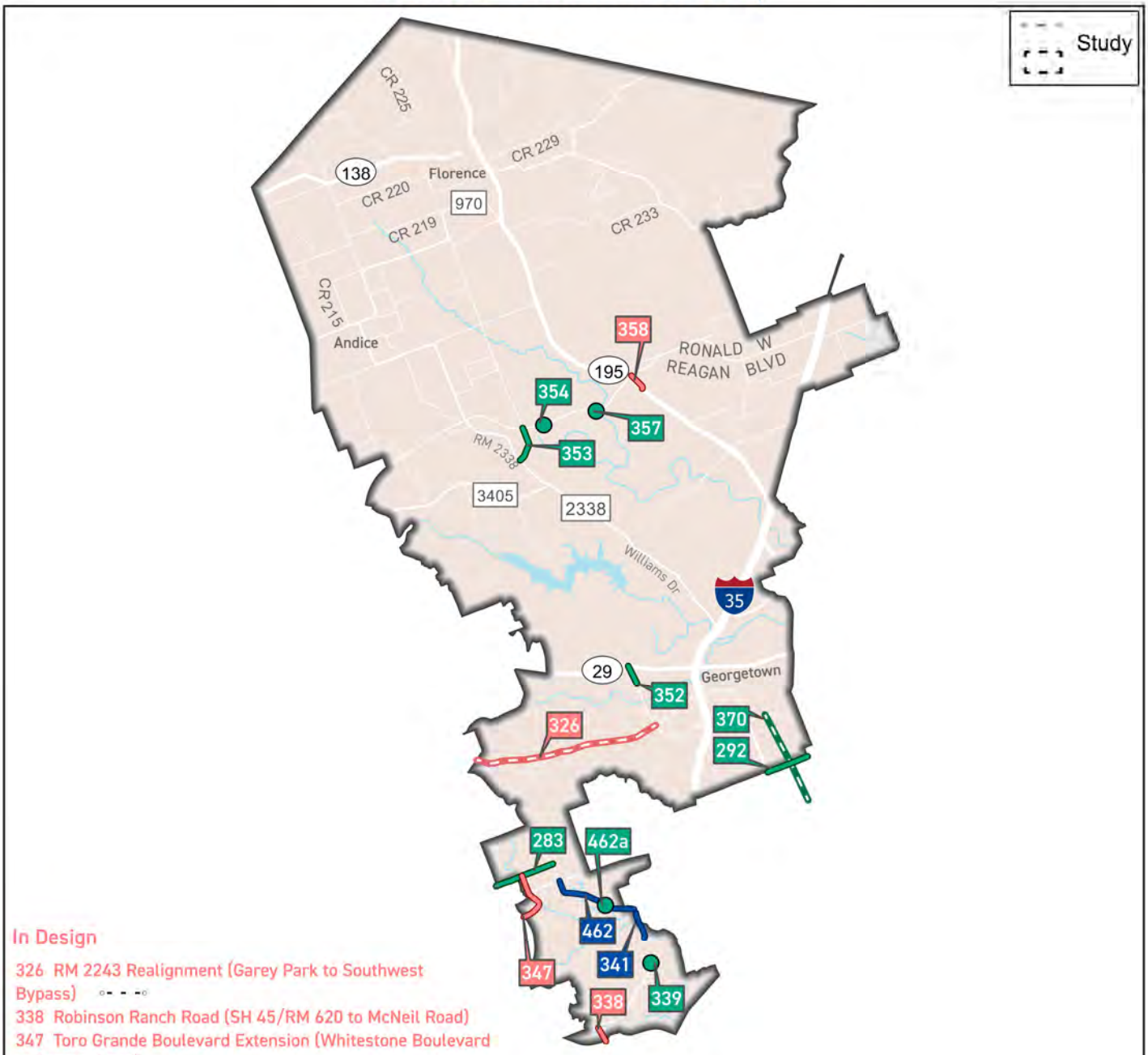
326 RM 2243 Realignment (Garey Park to Southwest Bypass)

Completed/Open to Traffic

221a Pearson Ranch Road (South of Avery Ranch Boulevard to SH 45 ROW)
221b Pearson Ranch Road and Iveans Way Pedestrian Crossing
221c Pearson Ranch Road at Avery Ranch Boulevard Traffic Signal
221d Neenah Avenue and Pearson Ranch Road Traffic Signal
226 Inner Loop Safety Improvements (LTL at Wilco Way)
231a IH 35 Ramp Reversal and Frontage Road Conversion (FM 972 to CR 312)
231b Relocation of 48" Williamson County Regional Raw Waterline - Line B
231c Ronald Reagan Boulevard at IH 35 Bridge Replacement
234 RM 2243 at Escalera Parkway (Intersection Improvements)
235 RM 620 Phase 2 (Wyoming Springs to Deep Wood Drive)
237 SH 29 at DB Wood (Intersection Improvements)
238 Ronald Reagan Boulevard Extension Planning (IH 35 to SH 95)
241 CR 176 at RM 2243 Intersection (Safety Improvements)
243a Southwest Bypass Driveways
243b Southwest Bypass Access Route
243c Southwest Bypass Segment 2 (Southbound IH 35 to RM 2243)
251 Inner Loop Safety Improvements (LTL at Central Maintenance Facility)
264 RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)
270 Great Oaks Drive Bridge at Brushy Creek
270a Great Oaks Drive Waterline Relocations
276 Arterial H Extension Phase 1 (CR 175 to Massey Way)
278 Neenah Avenue Widening (Olive Hill Drive to 0.5 miles east of Olive Hill Drive)
281 O'Connor Drive North of RM 620 Traffic Study and Safety Improvements
284 Hairy Man Road/Brushy Creek Road Safety Improvements (Brushy Bend to Sam Bass Road)
291 SH 29 at Cedar Hollow (Intersection Improvements)
292 Westinghouse Road/CR 111/CR 105 (FM 1460 to SH 130)
329 O'Connor Drive Traffic Signals (Morgan Hill, Great Oaks and Liberty Walk Intersections)
453 Southwest Bypass Segment 1 (Southbound IH 35 to 0.5 miles west)

2019 ROAD BOND PROGRAM PROJECTS

Precinct 3 - Commissioner Covey



In Design

326 RM 2243 Realignment (Garey Park to Southwest Bypass)

338 Robinson Ranch Road (SH 45/RM 620 to McNeil Road)

347 Toro Grande Boulevard Extension (Whitestone Boulevard to Parmer Lane)

358 SH 195 at Ronald Reagan Boulevard

Under Construction/ Bidding

341 Wyoming Springs Extension (Brightwater Boulevard/ Creek Bend to Sam Bass Road)

462 Corridor H/Sam Bass Road (RM 1431 to Wyoming Springs Drive)

Completed/ Open to Traffic

283 New Hope Drive Extension Phase 2A (Ronald Reagan Boulevard to Sam Bass Road)

292 CR 111/ CR 105 Westinghouse (FM 1460 to SH 130)

339 Wyoming Springs Intersection Improvements (At Smyers Lane)

352 Southwest Bypass Extension (SH 29 to Wolf Ranch Parkway)

353 CR 245 (North of RM 2338 to Ronald Reagan Boulevard)

354 Ronald Reagan at Silver Spur Boulevard

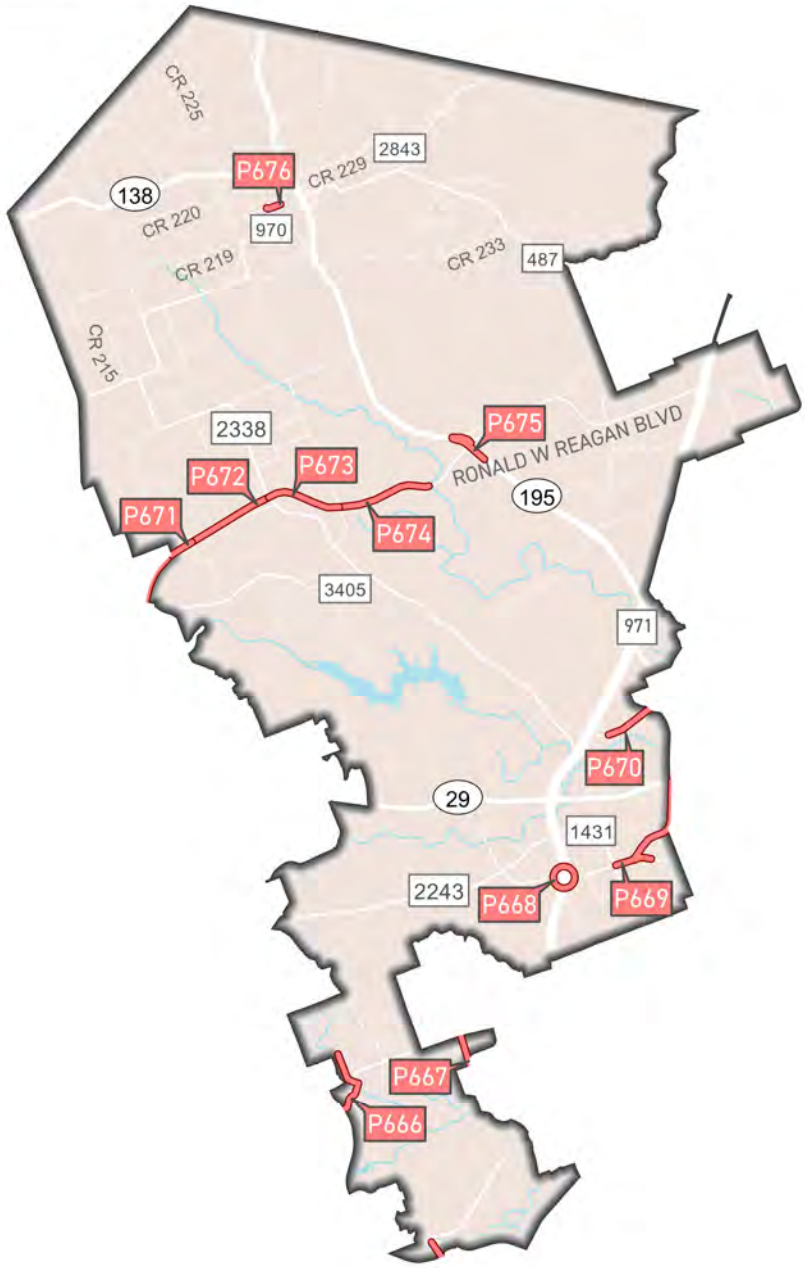
357 Ronald Reagan at Sun City Boulevard

370 MoKan (Georgetown Inner Loop to University Boulevard)

462a Corridor H/ Sam Bass Road Interim Traffic Signals (Walsh Ranch and Great Oaks Drive Intersections)

2023 ROAD BOND PROGRAM PROJECTS

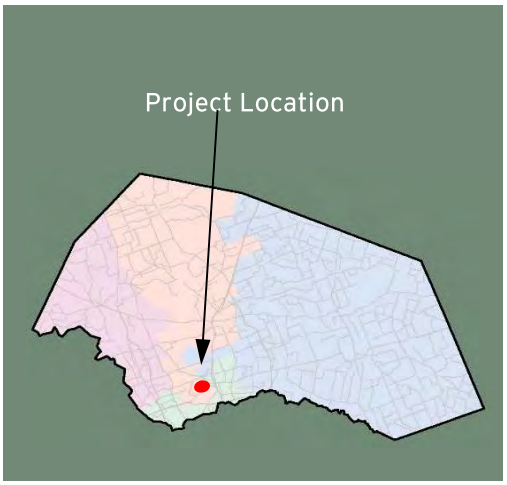
Precinct 3 - Commissioner Covey



In Design

P666 Toro Grande Boulevard Extension (Parmer Lane to New Hope)
P667 Wyoming Springs Drive (End of Wyoming Springs Drive / Behrens Ranch to RM 1431)
P668 I-35 at Inner Loop Interchange (SE Inner Loop / SW Bypass)
P669 SE Inner Loop (FM 1460 to SH 29)
P671 Ronald Reagan Boulevard Widening - Segment C1 (FM 3405 to CR 289)
P672 Ronald Reagan Boulevard Widening - Segment C2 (CR 289 to west of RM 2338)
P673 Ronald Reagan Boulevard Widening - Segment D1 (RM 2338 to CR 245)
P674 Ronald Reagan Boulevard Widening - Segment D2 (CR 245 to Sun City Blvd.)
P670 FM 971 (Gann St to SH 130)
P675 SH 195 at Ronald Reagan Boulevard - Remaining 3 Ramps
P676 West Main Street (S.Patterson Ave to CR 226)





Corridor H/Sam Bass Road
(RM 1431 to Wyoming Springs Drive)

Project Length: 2.578 Miles
Roadway Classification: Urban Minor Arterial

Project Schedule: March 2023 - Fall 2025
Estimated Construction Cost: $33.8 Million



MARCH 2025 IN REVIEW

3/7/25: Cash Construction connected and put the BCMUD 6-inch waterline into service between Walsh Drive and the BCMUD treatment plant at Great Oaks Drive. Subcontractor Greater Austin began pouring the concrete shared use path between Great Oaks Drive and Tonkawa Trail.

3/14/25: The contractor continued to place topsoil between Great Oaks Drive and Tonkawa Trail and began work on the City of Round Rouck waterline valves at Wyoming Springs. Subcontractor Core & Saw cut the waterline vault tops for the shared use path near Tonkawa Trail. Subcontractor ATS continued the traffic signal work at Walsh Ranch Boulevard.

3/21/25: Cash Construction prepared the BCMUD 12-inch waterline tie-in to the BCMUD treatment plant. Cash continued to place flexible base in various locations throughout the project and connected the City of Round Rock waterline valves at Wyoming Springs.

3/28/25: Cash Construction completed the BCMUD 12-inch waterline tie-in to the BCMUD treatment plant. Subcontractor ATS continued traffic signal work at RM 1431. AT&T continued splicing the new wire near Great Oaks Drive.



Design Engineer: K Friese
Contractor: Cash Construction
Construction Observation:
Tracy Cooper, HNTB

Williamson County
Road Bond Program

HNTB

Project Name: Corridor H/Sam Bass Road
Project No. 23IFB8

Original Contract Price = $36,145,959.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
12/20/2022	1/13/2023	3/13/2023	3/23/2023				911		911

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	4/1/2023	4/30/2023	30	$21,095.55	$21,095.55	$2,343.95	$2,343.95	0	3
2	5/1/2023	5/31/2023	31	$511,459.79	$532,555.34	$56,828.87	$59,172.82	2	7
3	6/1/2023	6/30/2023	30	$1,024,886.41	$1,557,441.75	$113,876.26	$173,049.08	5	10
4	7/1/2023	7/31/2023	31	$148,136.40	$1,705,578.15	$16,459.60	$189,508.68	5	13
5	8/1/2023	8/31/2023	31	$915,201.56	$2,620,779.71	$101,689.06	$291,197.74	8	17
6	9/1/2023	9/30/2023	30	$510,079.42	$3,130,859.13	$56,675.50	$347,873.24	10	20
7	10/1/2023	10/31/2023	31	$900,115.81	$4,030,974.94	$100,012.86	$447,886.10	13	23
8	11/1/2023	11/30/2023	30	$731,394.97	$4,762,369.91	$81,266.11	$529,152.21	15	27
9	12/1/2024	12/31/2024	31	$241,049.16	$5,003,419.07	$26,783.24	$555,935.45	16	30
10	1/1/2024	1/31/2024	31	$412,213.73	$5,415,632.80	$45,801.53	$601,736.98	17	34
11	2/1/2024	2/29/2024	29	$986,810.97	$6,402,443.77	$109,645.66	$711,382.64	21	37
12	3/1/2024	3/31/2024	31	$909,406.35	$7,311,850.12	$101,045.15	$812,427.79	24	40
13	4/1/2024	4/30/2024	30	$1,012,728.40	$8,324,578.52	$112,525.38	$924,953.17	27	43
14	5/1/2024	5/31/2024	31	$990,023.58	$9,314,602.10	$110,002.62	$1,034,955.79	30	47
15	6/1/2024	6/30/2024	30	$714,854.15	$10,029,456.25	$79,428.24	$1,114,384.03	32	50
16	7/1/2024	7/31/2024	31	$1,590,446.20	$11,619,902.45	$176,716.24	$1,291,100.27	37	54
17	8/1/2024	8/31/2024	31	$2,563,173.18	$14,183,075.63	$284,797.02	$1,575,897.29	46	57
18	9/1/2024	9/30/2024	30	$1,009,381.83	$15,192,457.46	$112,153.54	$1,688,050.83	49	60
19	10/1/2024	10/31/2024	31	$852,486.97	$16,044,944.43	$94,720.77	$1,782,771.60	52	64
20	11/1/2024	11/30/2024	30	$832,378.89	$16,877,323.32	$92,486.55	$1,875,258.15	54	67
21	12/1/2024	12/31/2024	31	$1,329,247.75	$18,206,571.07	-$917,017.57	$958,240.58	56	70
22	1/1/2025	1/31/2025	31	$988,420.59	$19,194,991.66	$52,022.14	$1,010,262.72	59	74
23	2/1/2025	2/28/2025	28	$881,839.30	$20,076,830.96	$46,412.59	$1,056,675.31	61	77

3/31/2025 Comments - Cash Construction completed the BCMUD 12-inch waterline tie-in to the BCMUD treatment plant. Cash placed topsoil at various locations and continued to process flexible base between Thousand Oaks Drive and Mayfield Drive. Subcontractor Greater Austin continued pouring the concrete shared-use-path between Tonkawa Trail and Wyoming Springs and poured the curb and gutter near Tonkawa Trail. Subcontractor Ranger Excavation continued the excavation between Thousand Oaks and Walsh Drive. Subcontractor ATS continued the traffic signal work at RM 1431 and Walsh Ranch Blvd . AT&T continued splicing the new wire near Great Oaks Drive.

Change Order Number	Approved	Cost This CO	Total COs
01	6/27/2023	$ (2,394,078.12)	$ (2,394,078.12)

1B: Design Error or Omission. Other. This Change Order revises the earthwork quantities, BCMUD water line items and driveway quantities, per plan revisions issued after the Bid was awarded. The quantity for Item 110-6001 excavation was reduced by over 25% and the unit price is revised because it is considered a major bid item per the Contract.

Change Order Number	Approved	Cost This CO	Total COs
02	8/22/2023	$ 5,250.00	$ (2,388,828.12)

1B. Design Error or Omission. Other: This Change Order updates incorrect unit prices that were inadvertently used for two existing items in Change Order 1.

Change Order Number	Approved	Cost This CO	Total COs
03	9/11/2024	$ 56,523.26	$ (2,332,304.86)

2E-Differing Site Conditions (unforeseeable) & 2I-Additional Safety Needs : This Change Order adds various items to the Contract to address differing site conditions for the City of Round Rock (CORR) water line work. The proposed CORR water line tie-in to the existing line at RM 1431 varied from what was shown in the plans, which required the removal of a concrete thrust block and installation of a different connection type. In addition, the removal of an existing water line near Wyoming Springs was necessary to install the proposed CORR water line. The CORR also requested blue tape to identify their water line and revised a gate valve, which required revised fabrication drawings. This Change Order also adds items to enhance the safety on the roadway.

Change Order Number	Approved	Cost This CO	Total COs
04	9/11/2024	$ 70,739.02	$ (2,261,565.84)

6. Untimely ROW/Utilities. 6B. Right-of-Way not clear (County responsible for ROW): This Change Order adds revised plans sheets and adjusts plan quantities for the proposed detention pond needed due to Parcel 60 acquisition not being finalized at the time of design. This Change Order also adds a new drainage item due to this redesign.

Change Order Number	Approved	Cost This CO	Total COs
05	9/11/2024	$ 68,580.18	$ (2,192,985.66)

1A. Design Error or Omission. Incorrect PS&E. & 2G. Differing Site Conditions. Unadjusted utility (unforeseeable): This Change Order adds items to compensate the contractor for field adjustments on the BCMUD water line alignment to solve conflicts with existing utilities within the BCMUD water plant and the realignment of the proposed water line at the SW corner of Sam Bass Rd and Tonkawa Trail to remain inside the Right-Of-Way limits. This Change Order also compensates the Contractor for installing additional water services requested by BCMUD and for repairing several leaks on the existing water line to maintain service to BCMUD customers.

Change Order Number	Approved	Cost This CO	Total COs
06	2/25/2025	182,734.17	-2,010,251.49

4. Third Party Accommodation. 4B. This Change Order adds new items requested by City of Round Rock (CORR) for adding a trust block on the backside of the tie-in to an existing line and adding a 36in Gate Valve near FM 1431. Third party requested work: 6. Untimely ROW/Utilities. 6C. Utilities not clear: This Change Order adds various items to compensate the Contractor for additional work needed due to various existing AT&T, PEC, and Charter Utility conflicts with the proposed CORR water line work. These changes are necessary to keep the project moving forward in a timely manner and the CORR has agreed to compensate the Contactor for this additional work.

Change Order Number	Approved	Cost This CO	Total COs
07	2/25/2025	288,195.31	-1,722,056.18

4B. Third Party Accommodation. Third party requested work. This Change Order adds several items for the additional work requested by the City of Round Rock (CORR) to accommodate water line improvements along Sam Bass for a Wyoming Springs permanent connection solution. This Change Order also includes the necessary work and materials for a temporary bypass plan.

Change Order Number	Approved	Cost This CO	Total COs
08	2/25/2025	35,881.14	-1,686,175.04

6C. Untimely ROW/Utilities. Utilities not clear. This Change Order adds an item to compensate the Contractor for rock excavation / hammering required to construct the BCMUD 6-inch water line “A”. This was necessary, due to the AT&T lines not being relocated. Had AT&T been relocated the contractor would have been able to use a trencher instead of the larger track excavator to trench for the water line. This Change Order also adds an item to the contract to relocate conduits for the Walsh Ranch electrical service that powers the existing pond at Walsh Ranch Boulevard.

Adjusted Price = $34,459,783.96

Project Name: CR 255 Realignment
Project No. 25IFB9

Original Contract Price = $20,847,300.93

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
12/18/2024	1/7/2025	1/17/2025	1/27/2025				601		601

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	1/27/2025	2/28/2025	33	$2,590,873.61	$2,590,873.61	$287,874.85	$287,874.85	14	5

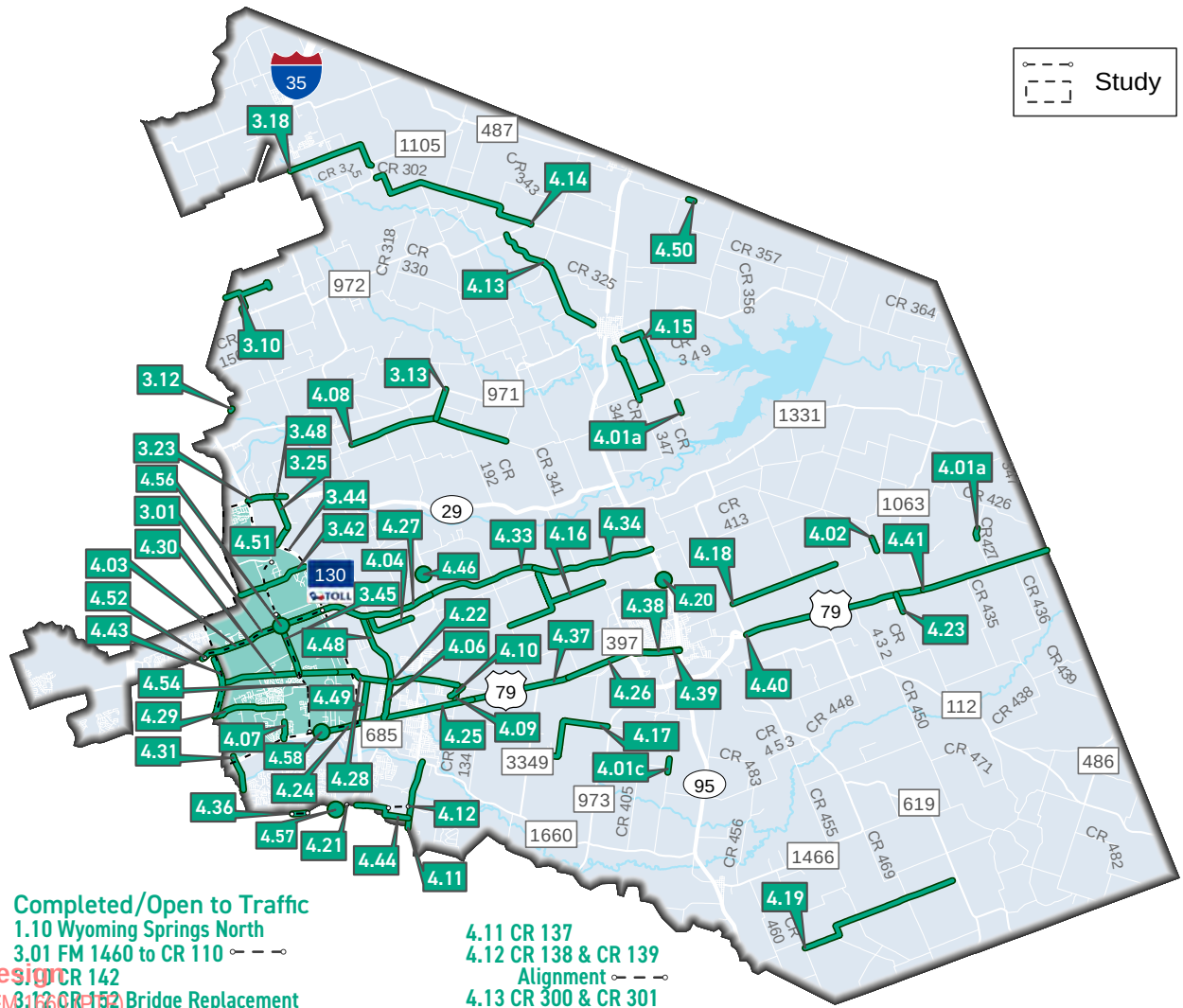
3/31/2025 Comments - Jordan Foster continued clearing Right-of-Way and stripping topsoil and began processing the subgrade throughout the project. Subcontractor Royal Vista continued boring and installing the City of Georgetown waterline at CR 254, CR 255 spur, and Powderhorn Road and continued clean-up throughout the project.

Change Order Number	Approved	Cost This CO	Total COs
01	3/11/2025	$ (13,235.52)	$ (13,235.52)

1. Design Error or Omission 1B. Other: This Change Order revises some drainage plan sheets and adjusts quantities that were incorrect and did not match the roadway sheets. 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order also adds items to the Contract for abandoning a water well that was discovered while clearing the ROW and demolition of a mobile home that should have been removed prior to construction.

Adjusted Price = $20,834,065.41

2000/2006 Road Bond Program Projects
Precinct 4 - Commissioner Boles



Completed/Open to Traffic

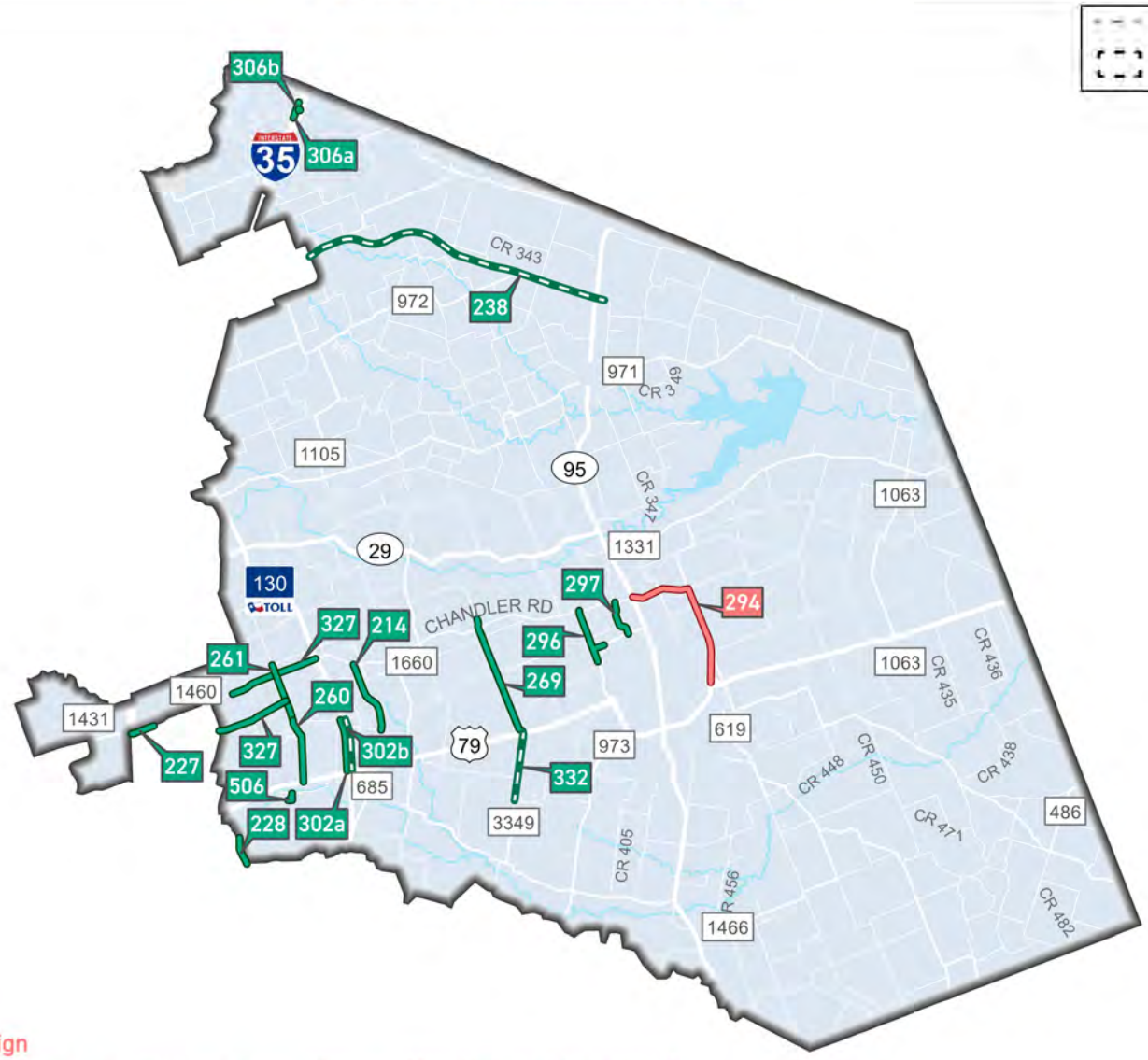
1.10 Wyoming Springs North
3.01 FM 1460 to CR 110 ⊶ – –⊸
3.11 CR 142
3.12 CR 152 Bridge Replacement
3.13 CR 157
3.18 CR 314
3.23 SH 29/CR 104 – Phase 1
3.25 CR 104 - Phase 2
3.42 CR 111 / CR 105 (Westinghouse Rd.) - FM 1460 to SH 130
3.44 CR 110 North (North of CR 107 to North of Sam Houston)
3.45 CR 110 Middle (North of Limmer Loop to CR 107) ⊶ – –⊸
3.48 SH 29 Widening - 12" Water Main Relocation
4.01a CR 427 Bridge Replacement
4.01b CR 390 Bridge Replacement
4.01c CR 406 Bridge Replacement
4.02 CR 424 Bridge Replacement
4.03 Chandler Road - Phase 1
4.04 CR 100
4.06 CR 119
4.07 CR 122 at US 79
4.08 CR 124
4.09 CR 132
4.10 CR 136
4.11 CR 137
4.12 CR 138 & CR 139 Alignment ⊶ – –⊸
4.13 CR 300 & CR 301
4.14 CR 302
4.15 CR 347 & CR 348
4.16 CR 368 & CR 369 (CR 101 to CR 366)
4.17 CR 404
4.18 CR 412
4.19 CR 466
4.20 FM 397 at SH 95 Signal
4.21 Gattis School Rd. ROW ⊶ – –⊸
4.22 Limmer Loop - Phase 1A
4.23 Thrall School Zone
4.24 US 79 - Section 1
4.25 US 79 - Section 2
4.26 US 79 - Section 3A
4.27 Chandler Rd. - Phase 2
4.28 Limmer Loop - Phase 1B
4.29 CR 113 / Old Settlers Blvd.
4.30 Limmer Loop - Phase 1C
4.31 Kenney Fort Boulevard - Phase 1
4.33 Chandler Rd. - Phase 3A
4.34 Chandler Rd. - Phase 3B
4.36 Gattis School Road ⊶ – –⊸
4.37 US 79 - Section 3 (PTF)
4.38 2nd Street Improvements
4.39 2nd Street Drainage Improvements
4.40 US 79 Section 5A (PTF)
4.41 US 79 Section 5B (PTF)
4.43 FM 1460 Section 2
4.44 CR 138
4.46 FM 1660 at Landfill Rd. (CR 128)
4.48 CR 119
4.49 CR 108
4.50 CR 351 at Donahoe Creek
4.51 CR 110 / Arterial A ⊶ – –⊸
4.52 University Blvd. (Chandler Rd.) Expansion ⊶ – –⊸
4.54 CR 110 South - (US 79 to Limmer Lp) ⊶ – –⊸
4.56 CR 110 at University Blvd. (Signal)
4.57 Gattis School Rd. at Winterfield Dr. (Signal)
4.58 Tradesman Park Crossing

In Design

4.35 FM 1660 (PTF)

2013 ROAD BOND PROGRAM PROJECTS

Precinct 4 - Commissioner Boles



In Design

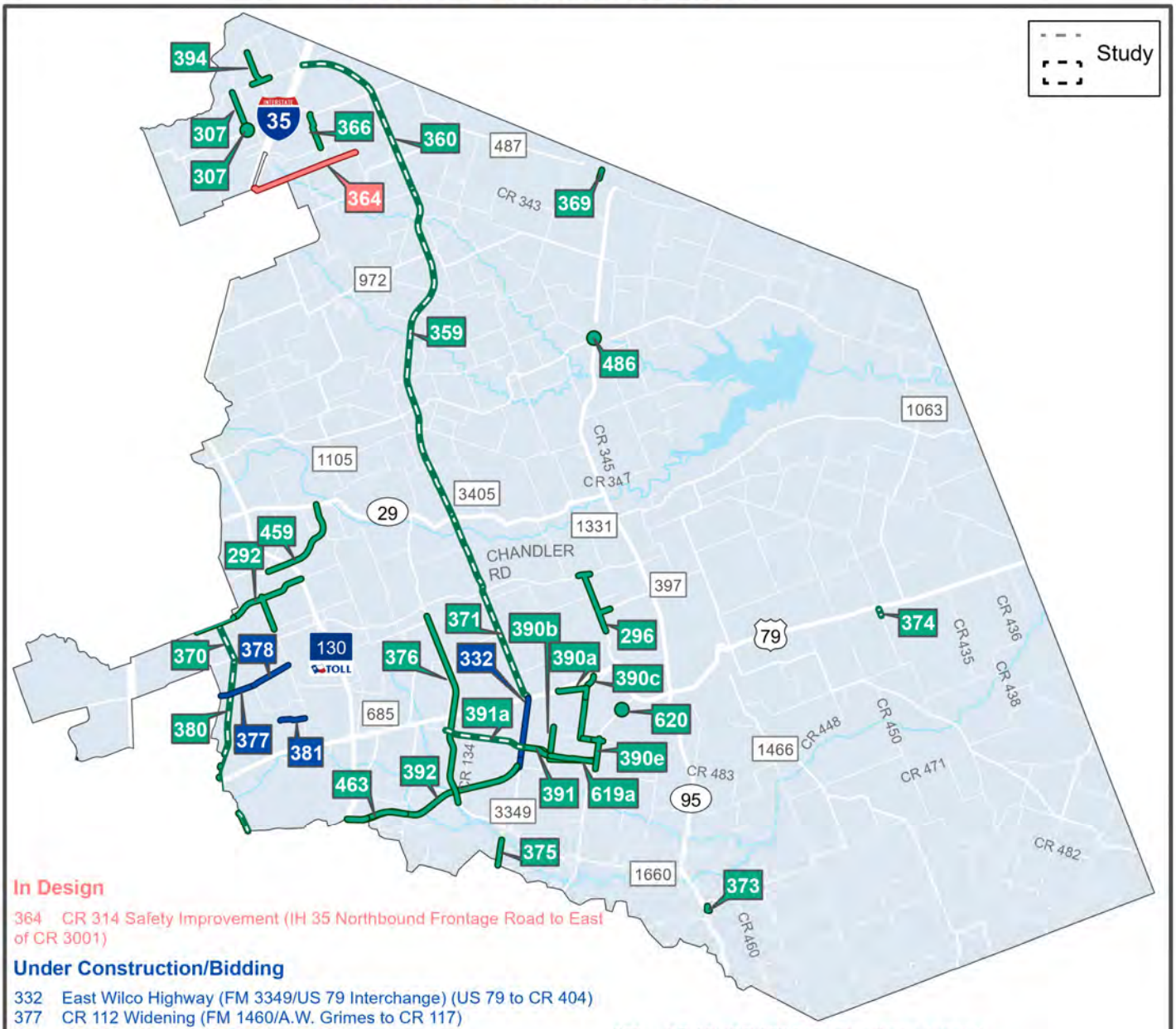
294 Chandler Road Extension Phase 1 (Planning)(SH 95 to US 79 at FM 619)

Completed/Open to Traffic

214 CR 119 (Limmer Loop to Chandler Road)
227 University Boulevard Widening (IH 35 to Sunrise Road)
228 Kenney Fort Blvd Segments 2 and 3 (Forest Creek Boulevard to SH 45)
238 Ronald Reagan Boulevard Extension Planning (IH 35 to SH 95)
260 CR 110 South (US 79 to Limmer Loop)
261 CR 110 Middle (Limmer Loop to CR 107)
269 CR 101 (US 79 to North of Chandler Road)
296 CR 366 Widening (Chandler Road to Carlos G. Parker Boulevard)
297 East Williamson County Park Road / Bill Pickett Trail (Carlos Parker Boulevard to Chandler Road)
302a SH 130 Frontage Roads Phase 3 (Southbound Frontage Road US 79 to Limmer Loop)
302b SH 130 Traffic Study
306a Relocation of 48" Williamson County Regional Raw Waterline - Line A
306b CR 305 at IH 35 Bridge Replacement
327 University Boulevard (Chandler Road) Expansion (FM 1460 to SH 130)
332 FM 3349/US 79 Interchange (US 79 to CR 404)
506 Oak Bluff and Greenfield Drainage Improvements

2019 ROAD BOND PROGRAM PROJECTS

Precinct 4 - Commissioner Boles



In Design

364 CR 314 Safety Improvement (IH 35 Northbound Frontage Road to East of CR 3001)

Under Construction/Bidding

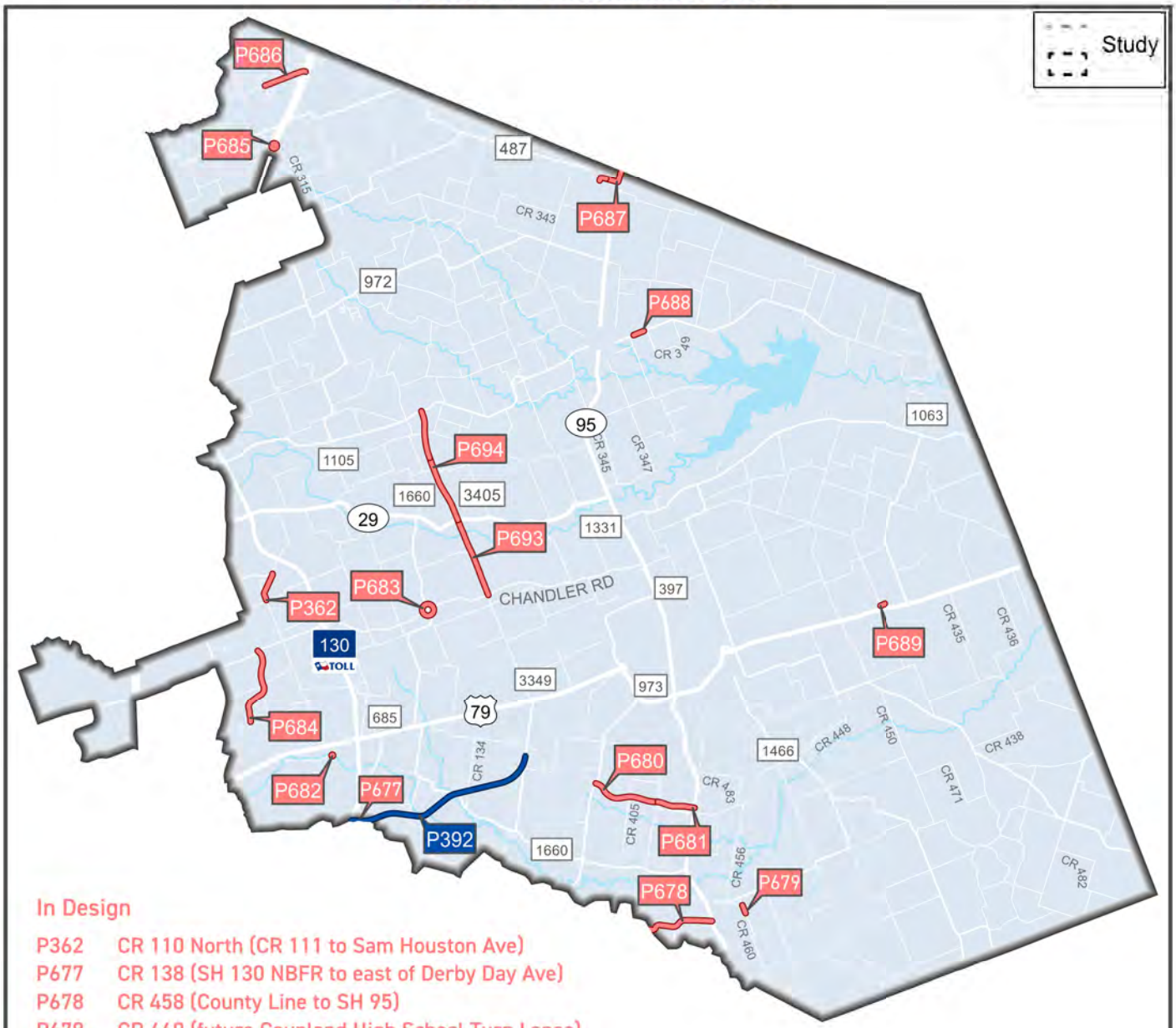
332 East Wilco Highway (FM 3349/US 79 Interchange) (US 79 to CR 404)
377 CR 112 Widening (FM 1460/A.W. Grimes to CR 117)
378 CR 112 Widening (CR 117 to CR 110)
381 Old Settlers Boulevard (North Red Bud Lane/CR 122 to CR 110)

Completed/Open to Traffic

292 CR111/CR105 Westinghouse (FM 1460 to SH 130)
296 CR 366 (Chandler Road to Carlos G Parker Boulevard Northwest)
307 Bud Stockton Extension (CR 305 to FM 487)
307 Bud Stockton Extension Traffic Signal at FM 487
359 East Wilco Highway (Future SH 29 to Ronald Reagan Extension/ Corridor D ◦- -◦
360 East Wilco Highway (Ronald Reagan Ext. / Corridor D to IH 35 / CR 305) ◦- -◦
366 CR 332 Realignment (South of FM 487 to North of CR 313)
369 Bartlett Project (Cottrell Street)
370 MoKan (Georgetown Inner Loop to University Boulevard)
371 East Wilco Highway (US 79 to Chandler Rd/Corridor B2) ◦- -◦
372 East Wilco Highway (Future SH 29 to Chandler Rd) ◦- -◦
373 Coupland Street Project (S. Broad & Muery Streets)
374 Thrall Street Project - S Bounds Street ◦- -◦
375 CR 129 (South of Brushy Creek to North of the South Williamson County Line)
376 CR 134/CR 132 Extension (Hutto Arterial)
380 MoKan (University Boulevard to SH 45) ◦- -◦
390a CR Improvements and Paving (CR 401, CR 402, CR 404)
390b CR 404 Hutto Water Line Realignment (Along future CR 404, from CR 404 to CR 404 at FM 973)
390c CR 401/CR 404 Improvements (US 79 to CR 404)
390e CR 404 at FM 973 (CR 404)
391 Samsung Highway (CR 404 Realignment) (CR 404 to FM 3349)
391a CR 132 Realignment ◦- - -◦
392 East Wilco Highway (Southeast Loop Segment 2, Phase 1) (CR 137 to CR 404)
394 CR 307 Reconstruction (CR 307 North of CR 305 Jarrell)
459 Corridor C / SH 29 Bypass (Sam Houston Avenue at Patriot Way to SH 29)
463 East Wilco Highway (Southeast Loop Segment 1, Phase 1) (CR 138 to CR 137)
463a CR 138 Right Turn Lane at SH 130
486 Granger Project (Davilla Street Culvert) (Davilla Street to N Walton Street)
619a Samsung Highway (Future County Road) (CR 404 to FM 973)
620 FM 973 at Taylor High School Signal

2023 ROAD BOND PROGRAM PROJECTS

Precinct 4 - Commissioner Boles



In Design

P362 CR 110 North (CR 111 to Sam Houston Ave)
P677 CR 138 (SH 130 NBFR to east of Derby Day Ave)
P678 CR 458 (County Line to SH 95)
P679 CR 460 (future Coupland High School Turn Lanes)
P680 Corridor A2 (FM 973 to CR 406)
P681 Corridor A2 (CR 406 to SH 95)
P682 CR 123 (Brushy Creek)
P683 Chandler Road (FM 1660 Overpass)
P684 Kenney Fort Boulevard - Segments 5 & 6 (Old Settlers Boulevard to North of University Boulevard)
P685 Sonterra Boulevard (IH-35 Frontage Road and Sonterra Blvd Intersection)
P686 CR 305 (IH 35 to CR 307)
P687 Salt Lake, Brook, Front Street (Salt Lake Street to Clark Street)
P688 FM 971 (future Granger High School Turn Lanes)
P689 North Barker Street (CR 424 to east end of North Barker Street)
P693 East Wilco Highway (Segment 5) (Chandler Road to SH 29)
P694 East Wilco Highway (Segment 6) (Future SH 29 to FM 971)

Under Construction/Bidding

P392 East Wilco Highway (Southeast Loop - Segment 2)(Corridor E1) (Construction)(CR 137 south of Hutto and CR 404)

Project Name: East Wilco Highway (Southeast Loop, Segment 1)
Project No. T3346

Original Contract Price = $11,526,789.09

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
3/30/2021	4/27/2021	7/12/2021	7/19/2021	8/31/2023	2/6/2025		534	240	774

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	7/19/2021	8/31/2021	44	$767,411.06	$767,411.06	$85,267.90	$85,267.90	7	6
2	9/1/2021	9/30/2021	30	$328,739.28	$1,096,150.34	$36,526.58	$121,794.48	10	10
3	10/1/2021	10/31/2021	31	$221,811.16	$1,317,961.50	$24,645.69	$146,440.17	12	14
4	11/1/2021	11/30/2021	30	$278,008.69	$1,595,970.19	$30,889.85	$177,330.02	14	17
5	12/1/2021	12/31/2021	31	$331,070.23	$1,927,040.42	$36,785.58	$214,115.60	17	21
6	1/1/2022	1/31/2022	31	$624,535.89	$2,551,576.31	$69,392.88	$283,508.48	22	25
7	2/1/2022	2/28/2022	28	$352,666.85	$2,904,243.16	$39,185.20	$322,693.68	25	29
8	3/1/2022	3/31/2022	31	$815,310.79	$3,719,553.95	$90,590.09	$413,283.77	33	33
9	4/1/2022	4/30/2022	30	$741,856.71	$4,461,410.66	$82,428.53	$495,712.30	39	37
10	5/1/2022	5/31/2022	31	$625,433.98	$5,086,844.64	$69,492.66	$565,204.96	44	41
11	6/1/2022	6/30/2022	30	$498,845.27	$5,585,689.91	$55,427.25	$620,632.21	49	45
12	7/1/2022	7/31/2022	31	$521,580.90	$6,107,270.81	$57,953.44	$678,585.65	53	49
13	8/1/2022	8/31/2022	31	$672,002.44	$6,779,273.25	$74,666.93	$753,252.58	59	53
14	9/1/2022	9/30/2022	30	$936,075.41	$7,715,348.66	$104,008.38	$857,260.96	67	57
15	10/1/2022	10/31/2022	31	$851,880.44	$8,567,229.10	-$406,354.16	$450,906.80	71	61
16	11/1/2022	11/30/2022	30	$625,071.12	$9,192,300.22	$32,898.48	$483,805.28	76	65
17	12/1/2022	12/31/2022	31	$290,510.48	$9,482,810.70	$15,290.02	$499,095.30	79	69
18	1/1/2023	1/31/2023	31	$55,998.20	$9,538,808.90	$2,947.27	$502,042.57	79	73
19	2/1/2023	2/28/2023	28	$161,924.00	$9,700,732.90	$8,522.32	$510,564.89	80	76
20	3/1/2023	3/31/2023	31	$291,588.78	$9,992,321.68	$15,346.78	$525,911.67	83	80
21	4/1/2023	4/30/2023	30	$160,641.77	$10,152,963.45	$8,454.83	$534,366.50	84	84
22	5/1/2023	5/31/2023	31	$79,909.01	$10,232,872.46	$4,205.73	$538,572.23	98	88
23	6/1/2023	6/30/2023	30	$355,060.22	$10,587,932.68	$18,687.38	$557,259.61	88	92
24	7/1/2023	7/31/2023	31	$61,540.97	$10,649,473.65	$3,239.00	$560,498.61	88	96
25	8/1/2023	8/31/2023	31	$316,670.90	$10,966,144.55	$16,666.89	$577,165.50	91	100
26	9/1/2023	9/30/2023	0	$84,593.72	$11,050,738.27	$4,452.30	$581,617.80	92	100
27	10/1/2023	10/31/2023	0	$8,808.52	$11,059,546.79	$463.61	$582,081.41	92	100

3/31/2025 Comments - Project close out is in progress

Change Order Number	Approved	Cost This CO	Total COs
01	8/3/2021	$ 148,710.35	$ 148,710.35

6B. This Change Order adds the installation of barbed wire fence and gates along the north and south sides of the right of way on the Wolfe property. The Contractor will not be able to start work until the fence is installed. Twenty four (24) days are being added to the contract to compensate the contractor for this impact.

Change Order Number	Approved	Cost This CO	Total COs
02	10/4/2022	$73,007.39	$221,717.74

2C. Differing site conditions (Unforeseeable). New development (conditions changing after PS&E completed): This Change Order documents various changes to the contract related to new developer and Church driveways on the west end of the project. 3F. County Convenience. Additional work desired by the County: In addition to the driveways, the bridge rail was changed along the bridge to a more appealing look. 1B. Design Error or Omission. Other: Additional excavation was needed in Pond 21 to create more volume and line EA had to be adjusted for optimum flow along Wall 4.

Change Order Number	Approved	Cost This CO	Total COs
03	2/28/2023	$177,807.62	399,525.36

1A. Incorrect PS&E. This Change Order replaces the SGT and MBGF with Crash Cushion Attenuators on the proposed eastbound lane at both bridges due to them not being able to be installed per plan because of the post locations being in the MSE rock backfill. 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order also compensates the contractor for replacing a portion of an existing concrete driveway that needed to be removed to install the 48in RCP on Line B35.

Change Order Number	Approved	Cost This CO	Total COs
04	3/28/2023	156,231.96	555,757.32

2. Differing Site Conditions (Unforeseeable) 2E: Miscellaneous difference in site conditions (unforeseeable)(Item 9): This Change Order is adding items to the Contract that have been previously paid for under the existing Force Account line item.

Change Order Number	Approved	Cost This CO	Total COs
05	7/20/2023	1,093,581.24	1,649,338.56

1. Design Error or Omission. 1A: Incorrect PS&E. This Change Order addresses quantity revisions with the earthwork, roadway and various other bid items. The original quantities were incorrect in the Bid documents. The Engineer of Record re-calculated the quantities and provided revised numbers.

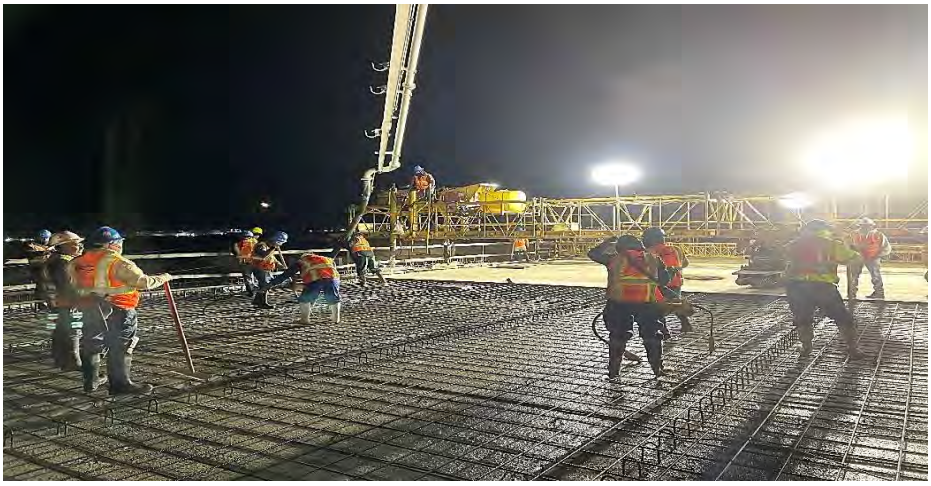
Change Order Number	Approved	Cost This CO	Total COs
06	9/27/2023	-1,015,961.92	633,376.64

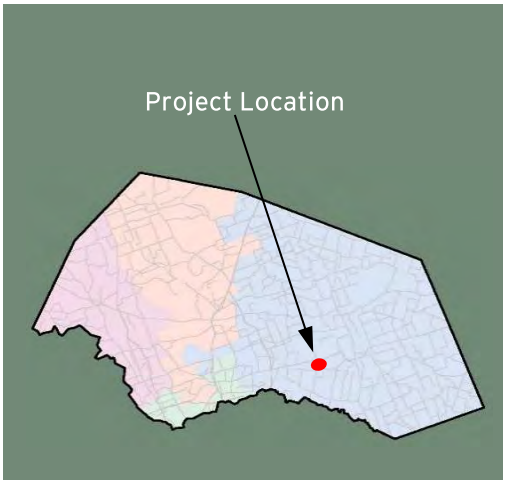
3M. County Convenience. Other. Due to the existing utility conflicts impeding the remaining construction, this Change Order will remove all remaining work from Phases 2-4 from the project.

Change Order Number	Approved	Cost This CO	Total COs
07	11/26/2024	551,162.41	1,184,539.05

2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order provides the final balancing for the overruns/underruns of contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans.
3A. Dispute resolution (not resulting from error in plans or differing site conditions). This Change Order also settles the overhead claim dispute between the Contractor and Williamson County.

Adjusted Price = $12,711,328.14





East Wilco Highway (FM 3349 at US 79)
(FM 3349 from US 79 to CR 404 and new interchange on US 79 at FM 3349 and CR 101)

Project Length: 4.108 Miles
Roadway Classification: Rural Major Collector

Project Schedule: October 2022 - Summer 2025 (Roadwork)
Estimated Construction Cost: $84 Million





MARCH 2025 IN REVIEW

3/7/25: James Construction Group (JCG) continued placing the deck panels for the northbound frontage road bridge and continued pouring the concrete rail foundations for the u-turns on both sides of US 79. Subcontractor Fuquay continued hydroseeding, drill seeding, and placing erosion control blankets along the FM 3349 medians.

3/14/25: JCG continued excavating drainage swales along both frontage roads. Subcontractor GK Construction continued tying steel for the remaining northbound frontage road bridge deck spans. Subcontractor Choctaw continued welding diaphragm flanges on all steel girders.

3/21/25: JCG poured the deck for Spans 5 through 7 on the northbound frontage road bridge. Subcontractor ER Welding installed the permanent metal decking for the northbound frontage road Span 8.

3/28/25: Subcontractor Patin began forming the riprap drainage flumes along the northbound frontage road directly north of the Samsung Highway Crossover. Subcontractor ESSI began installing the crash cushions on the bridge concrete rail for both bridges.

Design Engineer: HDR
Contractor: James Construction
Construction Observation:
Asif Mirzazada, HNTB

Williamson County
Road Bond Program

HNTB

Project Name: East Wilco Highway (FM 3349 at US 79)
Project No. 22IFB139

Original Contract Price = $81,941,038.13

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
8/24/2022	9/26/2022	10/6/2022	10/17/2022				1394		1394

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	10/18/2022	11/25/2022	39	$755,690.77	$755,690.77	$0.00	$0.00	1	2
2	11/26/2022	12/25/2022	30	$5,128,955.59	$5,884,646.36	$0.00	$0.00	7	0
3	12/26/2022	1/25/2023	31	$1,448,580.10	$7,333,226.46	$0.00	$0.00	9	7
4	1/26/2023	2/25/2023	31	$1,272,882.90	$8,606,109.36	$0.00	$0.00	10	9
5	2/26/2023	3/25/2023	28	$2,922,159.15	$11,528,268.51	$0.00	$0.00	14	11
6	3/26/2023	4/25/2023	31	$1,453,458.85	$12,981,727.36	$0.00	$0.00	15	14
7	4/26/2023	5/25/2023	30	$1,672,497.88	$14,654,225.24	$0.00	$0.00	17	16
8	5/26/2023	6/25/2023	31	$3,188,150.58	$17,842,375.82	$0.00	$0.00	21	18
9	6/26/2023	7/25/2023	30	$2,251,767.13	$20,094,142.95	$0.00	$0.00	24	20
10	7/26/2023	8/25/2023	31	$2,453,925.93	$22,548,068.88	$0.00	$0.00	27	22
11	8/26/2023	9/30/2023	36	$4,580,138.95	$27,128,207.83	$0.00	$0.00	32	25
12	10/1/2023	10/25/2023	25	$3,017,528.73	$30,145,736.56	$0.00	$0.00	36	27
13	10/26/2023	11/25/2023	31	$2,172,558.80	$32,318,295.36	$0.00	$0.00	38	29
14	11/26/2023	12/25/2023	30	$1,638,115.30	$33,956,410.66	$0.00	$0.00	40	31
15	12/26/2023	1/25/2024	31	$4,633,009.82	$38,589,420.48	$0.00	$0.00	46	33
16	1/26/2024	2/25/2024	31	$4,487,381.38	$43,076,801.86	$0.00	$0.00	51	36
17	2/26/2024	3/25/2024	29	$3,973,465.64	$47,050,267.50	$0.00	$0.00	56	38
18	3/26/2024	4/25/2024	31	$1,993,459.10	$49,043,726.60	$0.00	$0.00	58	40
19	4/26/2024	5/25/2024	30	$1,414,938.37	$50,458,664.97	$0.00	$0.00	60	42
20	5/26/2024	6/25/2024	31	$3,026,457.98	$53,485,122.95	$0.00	$0.00	63	44
21	6/26/2024	7/25/2024	30	$832,712.20	$54,317,835.15	$0.00	$0.00	64	46
22	7/26/2024	8/25/2024	31	$1,793,923.46	$56,111,758.61	$0.00	$0.00	67	49
23	8/26/2024	9/25/2024	31	$940,489.83	$57,052,248.44	$0.00	$0.00	68	51
24	9/26/2024	10/25/2024	30	$1,765,660.58	$58,817,909.02	$0.00	$0.00	70	53
25	10/26/2024	11/25/2024	31	$3,097,560.74	$61,915,469.76	$0.00	$0.00	73	55
26	11/26/2024	12/25/2024	30	$1,310,506.13	$63,225,975.89	$0.00	$0.00	75	57
27	12/26/2024	1/25/2025	31	$1,093,915.48	$64,319,891.37	$0.00	$0.00	76	60
28	1/26/2025	2/25/2025	31	$1,505,889.66	$65,825,781.03	$0.00	$0.00	78	62

3/31/2025 Comments - James Construction Group (JCG) began spreading topsoil in the medians north of US 79. JCG placed concrete for the bridge deck at Spans 11 and 12 on the northbound frontage road bridge. Subcontractor Patin began forming the riprap drainage flumes along the northbound frontage road directly north of the Samsung Highway crossover. Subcontractor Choctaw finished welding the diaphragm flanges on all of the steel girders for the southbound frontage road bridge. Subcontractor ER Welding continued welding PMDs on the southbound frontage road bridge over US 79. Subcontractor Fuquay continued hydroseeding, drill seeding, and placing the erosion control blankets along the FM 3349 medians. Subcontractor GK Construction continued tying steel for the remaining northbound frontage road bridge deck spans. Subcontractor ESSI began installing the crash cushions on the bridge concrete rail for both bridges. Subcontractor ATS prepared the conduit for the northbound frontage road bridge illumination poles, underpasses, and signs.

Change Order Number	Approved	Cost This CO	Total COs
01	4/25/2023	925,354.41	925,354.41

3. County Convenience. 3L Revising safety work/measures desired by the County: This Change Order provides funds to compensate the contractor for installing safety improvements on US 79 until the permanent overpasses are built. By installing these traffic control measures the drivers traveling north bound on FM 3349 can no longer proceed straight or make a left turn at the US 79 intersection. The same will apply for traffic traveling south on CR 101. Drivers will need to make a right turn on US 79

Change Order Number	Approved	Cost This CO	Total COs
02	4/25/2023	82,000.00	1,007,354.41

3. County Convenience. 3L Revising safety work/measures desired by the County: The original bid item 36-inch Ductile Iron Pipe has long lead time of material procurement and is not readily available. Contractor proposed two options with shorter lead time to the City of Hutto as alternatives. City of Hutto has approved option 2, which is 36-inch PVC DR 18 pipe as an alternative with $82,000 increase in cost to the current item and allows contractor to procure material quicker. The cost of this material change is 100% reimbursable by the City of Hutto.

Change Order Number	Approved	Cost This CO	Total COs
03	7/20/2023	195,302.81	1,202,657.22

3. County Convenience. 3F Additional work desired by the County: This Change Order compensates the contractor for installing one steel utility sleeve casing 24 inches in diameter on FM 3349 at station 421+00.

Change Order Number	Approved	Cost This CO	Total COs
04	8/8/2023	-472,492.20	730,165.02

3. County Convenience. 4D Other "Deletion of work requested by the City of Hutto": This Change Order eliminates City of Hutto 16-inch water main line relocations project and 50 LF of 16-inch water line relocation under City of Hutto water line casing project from the original scope of work. The omission of work was requested by the City of Hutto. The cost for restocking of the ordered material and any other related fee is 100% reimbursable by the City of Hutto.

Change Order Number	Approved	Cost This CO	Total COs
05	0/14/23	-5,274.97	724,890.05

5. Contractor Convenience. 5E Other: This Change Order is to revise the Stone Riprap material cost due to a material substitution request from the contractor. James Construction proposed material that has a specific gravity below the Contract requirements but has been accepted by TxDOT in other projects. The EOR approved the use of this material and recommended a reduction in price. This Change Order will result in a cost savings for the proposed material. This Change Order also adds new items to the Contract to pay the Contractor for additional work that was originally paid under the Force Account Line item.

Change Order Number	Approved	Cost This CO	Total COs
06	10/20/2023	130,053.00	854,943.05

3. County Convenience. 3F Additional work desired by the County: This Change Order compensates the contractor for upsizing 562 LF of 12-inch PVC pipe and fittings to 16-inch PVC pipe for the Jonah waterline project due to increased demand. The decision to upsize the pipe was at Jonah's request and will be 100% funded by the Jonah Water Special Utility District.

Change Order Number	Approved	Cost This CO	Total COs
07	10/20/2023	661,031.30	1,515,974.35

3F. Additional work desired by the County : This Change Order compensates the contractor for installing southbound frontage road right turn lane at FM 3349 for City of Hutto Mega Site. This work was requested by the City of Hutto and is 100% reimbursable by the City of Hutto.

Change Order Number	Approved	Cost This CO	Total COs
08	10/20/2023	327,321.48	1,843,295.83

1. Design Error or Omission. 1B. Other: This Change Order compensates the contractor for installation of 280 linear feet of 36-inch Ductile Iron (DI) pipe for City of Hutto water line project, instead of the previously specified 36-inch PVC pipe. This adjustment is required for the 48-inch bored steel casing under FM 3349 and the transition to a 56-inch casing for the open cut section. This modification was requested by and is 100% reimbursable by the City of Hutto.

Change Order Number	Approved	Cost This CO	Total COs
09	1/30/2024	-368,749.53	1,474,546.30

5. Contractor Convenience. 5A Contractor exercises option to change the traffic control plan: This Change Order revises the as-bid Traffic Control Plan (TCP) and construction phasing of the FM 3349 project. The modified TCP allows the Contractor to work on both, the North Bound and South Bound Frontage Roads simultaneously. The changes to the TCP and construction phasing do not impact the project’s completion date and results in savings on several contract items.

Change Order Number	Approved	Cost This CO	Total COs
10	1/30/2024	67,965.30	1,542,511.60

4. Third Party Accommodation. 4B. Third party requested work: This Change Order compensates the Contractor for installing 390 LF of 4-inch steel casing with 1.5" HDPE water service line and fittings for the Jonah waterline project on FM 3349 at station 475+50. This work was requested by the Jonah Water Special Utility District and is 100% reimbursed by the Jonah Water Special Utility District.

Change Order Number	Approved	Cost This CO	Total COs
11	2/1/2024	271,902.72	1,814,414.32

3. County Convenience. 3F. Additional work desired by the County: This Change Order provides compensation to the Contractor for the installation of a 24-inch Steel Encasement Sleeve spanning 470 linear feet in the Jonah water line project on FM 3349 at station 426+51. The sleeve is part of the Williamson County real estate agreement executed during the ROW acquisition.

Change Order Number	Approved	Cost This CO	Total COs
12	4/16/2024	64,791.00	1,879,205.32

1. Design Error or Omission - 1A. Incorrect PS&E. 4B. Third party requested work: This Change Order provides compensation to the Contractor for modifying the length and elevation of the Jonah water line under US79 and UPRR tracks, and for abandoning the existing 2-lnch Jonah water line located within the UPRR ROW on the south side of US79.

Change Order Number	Approved	Cost This CO	Total COs
13	4/16/2024	82,301.65	1,961,506.97

2. Differing Site Conditions (unforeseeable) 2I. Additional safety needs: This Change Order provides compensation to the Contractor for performing pavement repairs, within the project limits, on the existing FM 3349 roadway. The repairs include fixing ruts and cracks and repairing a crash cushion and MBGF damaged by the public. This Change Order also adds new items to install additional small signs to improve safety on the CR 101 (Jughandle Road), pay for off duty police officers, and locating an existing utility line.

Change Order Number	Approved	Cost This CO	Total COs
14	4/16/2024	101,248.22	2,062,755.19

2C. New Development (Conditions Changing After PS&E Completed). This Change Order provides compensation to the Contractor for relocating box culvert No. 4 on the southbound frontage road, to accommodate the location of the new City of Hutto street (Spine Road). The culvert and crossover to FM 3349 were moved approximately 36ft. to the north to align with the centerline of the Spine Road.

Change Order Number	Approved	Cost This CO	Total COs
15	7/16/2024	24,513.18	2,087,268.37

2. Differing Site Conditions (unforeseeable). 2C. New development (conditions changing after PS&E completed). This Change Order provides compensation to the Contractor for additional construction surveying, traffic control management, and low production asphalt placement due to the different site conditions on driveway No. 5 of the northbound frontage road.

Change Order Number	Approved	Cost This CO	Total COs
16	7/16/2024	35,324.07	2,122,592.44

2. Differing Site Conditions (unforeseeable) 2I. Additional safety needs: This Change Order provides compensation to the Contractor for performing pavement repairs, within the project limits, on the existing US 79 eastern turnaround roadway. The repairs include removal of existing failed asphalt surface and flex base areas and replacing it with full depth hot mixed asphalt.

Change Order Number	Approved	Cost This CO	Total COs
17	7/16/2024	11,849.07	2,134,441.51

1. Design Error or Omission 1A. Incorrect PS&E: This Change Order provides compensation to the Contractor for abandoning the water well and removing the pump house, ancillary pipes and fittings, electrical power supply, concrete slab, and performing dirt work within the project right-of-way (ROW) and the Jonah SUD water line easement. The roadway plans do not show the well, and the Jonah water line plans include a note stating, "County to coordinate abandonment of structure with property owner." However, a pay item was not included in the original Contract.

Change Order Number	Approved	Cost This CO	Total COs
18	8/13/2024	18,623.43	2,153,064.94

2. Differing Site Conditions. 2G Unadjusted Utility (unforeseeable): This Change Order compensates the Contractor for modifying the jacked & bored and open trench sections of the Jonah 36-in steel encased water line on Line A. During construction, a newly installed gas line along the northside of US 79 was found to be in conflict with the proposed water line. To clear the conflict, the jacked & bored section of the water line was lowered by 5 ft. This change created the need for additional shoring and material handling, and fittings to return the water line to its original elevation before continuing with the open cut section. To mitigate the cost, Jonah SUD provided revised plan sheets reducing the length of the jacked & bore section and increasing the length of the open cut section. The unused steel casing and spacers were delivered to Jonah SUD for future use.

Change Order Number	Approved	Cost This CO	Total COs
19	8/13/2024	9,869.00	2,162,933.94

1. Design Error or Omission. 1A Incorrect PS&E : This Change Order compensates the Contractor for replacing the bridge blister anchor bolts for the illumination poles on the northbound and southbound bridges. The as-bid plan set specified the incorrect type of base plate and anchor bolts for the bridge mounted poles. The Contractor submitted an RFI proposing to use the specified base plates with the correct type of anchor bolts. The Engineer of Record (EOR) reviewed the request and agreed with the Contractor's proposal. As a result of this change, 27 previously approved and fabricated anchor bolt sets, will be replaced with the correct type for the specified illumination poles. The supplier did not give the Contractor the option to pay a re-stocking fee for the original anchor bolts. Therefore, 27 anchor bolts will be delivered to Wilco maintenance yard to be used in future projects.

Change Order Number	Approved	Cost This CO	Total COs
20	10/8/2024	167,583.65	2,330,517.59

4B. Third party requested work. This Change Order adds an item for lettering and logos with lighting on both northbound and southbound frontage road bridges over US79. The cost of this work will be split equally between the cities of Hutto and Taylor.

Change Order Number	Approved	Cost This CO	Total COs
21	12/19/2024	5,462.50	2,335,980.09

1B. Design Error or Omission. This Change Order compensates the Contractor for installing long-span metal beam guard fence in the project. At several locations on south bound frontage road (SBFR), the backless concrete inlets conflict with the location of the wooden posts supporting the metal beam guard fence (MBGF) runs. These conflicts were reviewed by the Engineer of Record, and it was recommended to utilize the TxDOT standard long-span MBGF to clear the conflicts. This solution has been agreed to by TxDOT Georgetown Area Office.

Adjusted Price = $84,277,018.22

Project Name: Bud Stockton Extension (CR 305 to FM 487)
Project No. 23IFB13

Original Contract Price = $5,917,275.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
12/12/2022	12/20/2022	1/3/2023	2/9/2023	8/15/2023	12/20/2024		177	6	183

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	2/1/2023	2/28/2023	16	$173,685.65	$173,685.65	$19,298.41	$19,298.41	3	9
2	3/1/2023	3/31/2023	31	$509,598.69	$683,284.34	$56,622.07	$75,920.48	13	26
3	4/1/2023	4/30/2023	30	$596,757.76	$1,280,042.10	$66,306.42	$142,226.90	25	42
4	5/1/2023	5/31/2023	31	$935,377.65	$2,215,419.75	$103,930.85	$246,157.75	43	59
5	6/1/2023	6/30/2023	30	$493,627.50	$2,709,047.25	$54,847.50	$301,005.25	53	75
6	7/1/2023	7/31/2023	31	$1,774,451.07	$4,483,498.32	$197,161.23	$498,166.48	87	92
7	8/1/2023	8/31/2023	14	$822,967.99	$5,306,466.31	-$218,878.78	$279,287.70	92	100
8	9/1/2023	9/30/2023	0	$220,970.36	$5,527,436.67	-$166,482.87	$112,804.83	99	100
9	10/1/2023	10/31/2023	0	$27,078.46	$5,554,515.13	$552.62	$113,357.45	98	100
10	11/1/2023	3/1/2024	0	$15,204.70	$5,569,719.83	$310.30	$113,667.75	100	100
11	3/2/2024	2/28/2025	0	$24,500.42	$5,594,220.25	$500.01	$114,167.76	99	100

3/31/2025 Comments - Project close out in progress

Change Order Number	Approved	Cost This CO	Total COs
01	3/7/2023	$ 35,830.59	$ 35,830.59

6D. Untimely ROW/Utilities. Other.: As part of the ROW Agreement, Williamson County is responsible for installing the new fence along the ROW. The Agreement was finalized after the design, so the items were not included in the bid documents. Also, temporary fence must be installed around the existing pond while the pond is being backfilled.

Change Order Number	Approved	Cost This CO	Total COs
02	8/23/2023	$ 97,110.00	$ 132,940.59

2. Differing Site Conditions (unforeseeable) 2E: Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order compensates the Contractor for performing full-depth repairs to the existing Bud Stockton Loop pavement prior to the 1-inch overlay of hot mix asphalt.

Change Order Number	Approved	Cost This CO	Total COs
03	2/14/2024	-292,169.97	-159,229.38

2E. Miscellaneous difference in site conditions (unforeseeable) (Item 9). This Change Order provides the final balancing for the overruns/underruns of Contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans. 2I. Additional safety needs (unforeseeable). Due to the new stop condition on FM 487, TxDot requested LED stop signs and rumble strips be installed to make a safer condition at the new all-way stop. 2J. Other: Installing a 6in sleeve for Jarrell ISD High School under their new driveway off of Bud Stockton.

Change Order Number	Approved	Cost This CO	Total COs
04	7/16/2024	2,905.00	-156,324.38

4.Third Party Accommodations. 4B. Third party requested work: This Change Order compensates the contactor for adding additional "T" post and tightening a portion of the newly installed fence along the Hawthorne Parcel and Wilco ROW.

Change Order Number	Approved	Cost This CO	Total COs
05	2/25/2025	-49,103.60	-205,427.98

2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order provides the final balancing of the vegetative watering item on the project.

Adjusted Price = $5,711,847.02

Corridor C / SH 29 Bypass
Project No. 23IFB67

Original Contract Price = $30,540,848.03

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
8/15/2023	8/22/2023	9/20/2023	9/30/2023	1/6/2025			973		973

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	9/30/2023	9/30/2023	1	$1,397,211.48	$1,397,211.48	$155,245.72	$155,245.72	5	0
2	10/1/2023	10/31/2023	31	$1,541,032.92	$2,938,244.40	$171,225.88	$326,471.60	11	3
3	11/1/2023	11/30/2023	30	$1,838,538.26	$4,776,782.66	$204,282.03	$530,753.63	17	6
4	12/1/2023	12/31/2023	31	$2,431,249.16	$7,208,031.82	$270,138.79	$800,892.42	26	10
5	1/1/2024	1/31/2024	31	$1,078,672.93	$8,286,704.75	$119,852.55	$920,744.97	30	13
6	2/1/2024	2/29/2024	29	$2,770,832.24	$11,057,536.99	$307,870.25	$1,228,615.22	40	16
7	3/1/2024	3/31/2024	31	$1,644,580.73	$12,702,117.72	$182,731.19	$1,411,346.41	46	19
8	4/1/2024	4/30/2024	30	$3,003,806.67	$15,705,924.39	$333,756.30	$1,745,102.71	57	22
9	5/1/2024	5/31/2024	31	$1,749,723.10	$17,455,647.49	$194,413.68	$1,939,516.39	63	25
10	6/1/2024	6/30/2024	30	$3,336,725.12	$20,792,372.61	-$845,180.99	$1,094,335.40	72	28
11	7/1/2024	7/31/2024	31	$769,078.30	$21,561,450.91	$40,477.81	$1,134,813.21	74	31
12	8/1/2024	8/31/2024	31	$1,686,094.26	$23,247,545.17	$88,741.80	$1,223,555.01	80	35
13	9/1/2024	9/30/2024	30	$1,598,196.81	$24,845,741.98	$84,115.62	$1,307,670.63	86	38
14	10/1/2024	10/31/2024	31	$1,274,170.93	$26,119,912.91	$67,061.63	$1,374,732.26	90	41
15	11/1/2024	11/30/2024	30	$642,378.80	$26,762,291.71	$33,809.41	$1,408,541.67	92	44
16	12/1/2024	12/31/2024	31	$1,108,005.79	$27,870,297.50	$58,316.09	$1,466,857.76	96	47
17	1/1/2025	1/31/2025	31	$1,015,405.81	$28,885,703.31	-$877,353.61	$589,504.15	96	50
18	2/1/2025	2/28/2025	28	$7,955.05	$28,893,658.36	$162.35	$589,666.50	96	53

3/31/2025 Comments - The contractor installed the additional signs requested by TxDOT. Project close-out is underway.

Change Order Number	Approved	Cost This CO	Total COs
01	5/2/2024	$ 6,201.00	$ 6,201.00

2. Differing Site Conditions (Unforeseeable) 2J. Other: This Change Order compensates the contractor for installing and removing a temporary 2-strand electric fence to maintain cattle while the Jonah water line is installed across private property.

Change Order Number	Approved	Cost This CO	Total COs
02	7/3/2024	$ 9,568.50	$ 15,769.50

1B. Design Error or Omission. Other.: This Change Order compensates the contractor for maintaining an existing Jonah water meter that was not accounted for in the plans.

Adjusted Price = $30,556,617.53

County Road 129
Project No. 24IFB23

Original Contract Price = $2,463,313.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
1/17/2024	1/30/2024	2/21/2024	3/4/2024	9/25/2024			215		215

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	3/4/2024	3/31/2024	28	$81,166.50	$81,166.50	$9,018.50	$9,018.50	4	13
2	4/1/2024	4/30/2024	30	$310,646.25	$391,812.75	$34,516.25	$43,534.75	18	27
3	5/1/2024	5/31/2024	31	$263,047.50	$654,860.25	$29,227.50	$72,762.25	30	41
4	6/1/2024	6/30/2024	30	$231,940.35	$886,800.60	$25,771.15	$98,533.40	40	55
5	7/1/2024	7/31/2024	31	$174,474.36	$1,061,274.96	$19,386.04	$117,919.44	48	70
6	8/1/2024	8/31/2024	31	$670,955.33	$1,732,230.29	-$26,749.42	$91,170.02	74	84
7	9/1/2024	9/30/2024	20	$413,907.85	$2,146,138.14	-$47,371.28	$43,798.74	89	93

3/31/2025 Comments - Chasco is awaiting vegetation establishment. Project close-out is underway.

Adjusted Price = $2,463,313.00

Project Name: Bud Stockton at FM 487 Traffic Signal
Project No. 24IFB33

Original Contract Price = $553,983.00

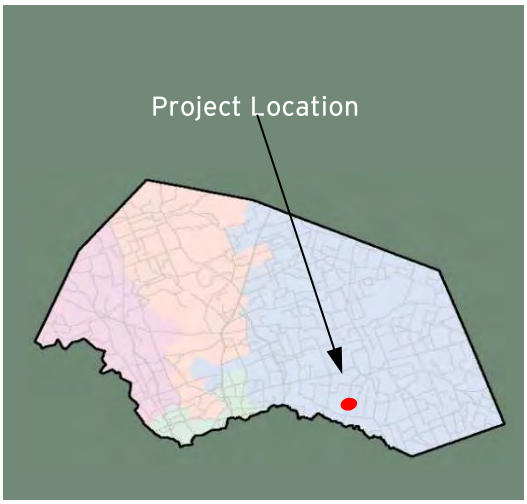
Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
3/14/2024	4/25/2024	7/12/2024	7/22/2024				263		263

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	7/1/2024	9/30/2024	71	$100,800.00	$100,800.00	$11,200.00	$11,200.00	20	27
2	10/1/2024	10/31/2024	31	$51,615.00	$152,415.00	$5,735.00	$16,935.00	31	39
3	11/1/2024	1/31/2025	92	$250,246.30	$402,661.30	$4,257.70	$21,192.70	77	74

3/31/2025 Comments - The traffic signal was turned on 3/13/25 and Austin Traffic Signal began working on punch list items.

Adjusted Price = $553,983.00





East Wilco Highway (Southeast Loop - Segment 2)
(CR 137 south of Hutto and CR 404)

Project Length: 4.658 miles
Roadway Classification: Rural Arterial

Project Schedule: September 2024 - Summer 2028
Estimated Construction Cost: $64.4M



MARCH 2025 IN REVIEW

3/7/25: Capital Excavation continued working on the caps between Bents 5 and 21 of the Brushy Creek bridge. Capital Excavation completed placing the rock riprap between Abutment 7 and Bent 5 of the Cottonwood Creek bridge.

3/14/25: Capital Excavation placed the bridge deck panels and overhang brackets on Bridge 3 and Bridge 6 and continued placing the MSE panels and backfilling for Retaining Walls 4 and 5. The contractor began tying the bridge deck and installed the expansion joints at Bridge 6.

3/21/25: Capital Excavation placed concrete riprap in the drainage channel south of Bridges 4 and 5 and continued installing the drainage structures between Cottonwood Creek bridge and Cedar Fork Road.

3/28/25: Capital Excavation continued setting the overhang forms and working on the deck at Bridge 3 and poured curb and gutter at the CR 134 and East Wilco Highway intersection. Capital Excavation set the bridge beams for Bridge 4 and completed tying steel for the Bridge 6 deck. Subcontractor Texas Materials applied prime coat from CR 134 to Bridge 4.



Design Engineer: JMT
Contractor: Capital Excavation
Construction Observation:
Kyle McCoy, HNTB

Williamson County
Road Bond Program

HNTB

Project Name: East Wilco Highway (Southeast Loop, Segment 2)
Project No. 24IFB59

Original Contract Price = $64,407,606.63

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
7/17/2024	7/30/2024	8/30/2024	9/12/2024				1345		1345

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	9/12/2024	10/31/2024	50	$4,044,752.86	$4,044,752.86	$449,416.98	$449,416.98	7	4
2	11/1/2024	11/30/2024	30	$3,359,150.02	$7,403,902.88	$373,238.90	$822,655.88	13	6
3	12/1/2024	12/31/2024	31	$4,898,958.06	$12,302,860.94	$544,328.67	$1,366,984.55	21	8
4	1/1/2025	1/31/2025	31	$4,097,979.17	$16,400,840.11	$455,331.02	$1,822,315.57	28	11
5	2/1/2025	2/28/2025	28	$3,405,635.50	$19,806,475.61	$378,403.94	$2,200,719.51	34	13

3/31/2025 Comments - Capital Excavation began clearing Right-of-Way for the utility sleeves west of CR 137 and continued setting the panels and backfilling for Retaining Walls 2, 4, and 5. The contractor continued setting the overhang forms and working on the deck at Bridge 3 and poured curb and gutter at the CR 134 and East Wilco Highway intersection. Capital set the bridge beams for Bridge 4 and completed tying steel for the Bridge 6 deck. Subcontractor Absolute Demolition completed removing the home foundation at the southeast corner of CR 137 and the East Wilco Highway intersection. Subcontractor J. Arbor continued hydro mulching between CR 134 and the east end of the project. Subcontractor Texas Materials placed prime coat on the flexible base and started placing the chip seal from FM 3349 moving west.

Change Order Number	Approved	Cost This CO	Total COs
01	3/11/2025	$41,168.11	$ 41,168.11

6A. Right-of-Way not clear (third party responsibility for ROW). This Change Order compensates the Contractor for plugging and abandoning an existing water well that was discovered while clearing the right-of-way. 3F. Additional work desired by the County. The County requested an abandoned house adjacent to the project on County property to be demolished. 3I. Implementation of improved technology or better process. Added detection system for the temporary signal trailers to make CR 138 intersection safer for the traveling public.

Adjusted Price = $64,448,774.74

Commissioners Court - Regular Session **70.**

Meeting Date: 04/15/2025

BGE 22RFSQ134 PSA Amendment 1 Chandler Corridor Seg 2

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 to the Chandler Corridor, Segment 2 contract executed September 29, 2022, between Williamson County and BGE, Inc. relating to the LTP Corridor Program. Project: P600 Fund Source: LTP Corridor

Background

This Contract Amendment No. 1 increases the compensation cap by $97,612.20 from $1,000,000.00 to $1,097,612.20 to allow for the execution of Supplemental No. 4 to Work Authorization No. 1.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

BGE 22RFSQ134 PSA Amendment 1 Chandler Corridor Seg 2

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	04/10/2025 11:59 AM
County Judge Exec Asst.	Andrea Schiele	04/10/2025 03:32 PM
Form Started By: Vicky Edwards		Started On: 04/10/2025 08:34 AM
Final Approval Date: 04/10/2025		

CONTRACT AMENDMENT NO. _1___
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY CORRIDOR PROJECT: __Chandler Rd Segment 2_____
("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 __BGE, 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 ___September 29, 2022 (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 $__1,000,000.00_____; and,

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

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

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

I. The Compensation Cap under Article 5 of the Contract is hereby increased from $1,000,000.00 to $1,097,612.20, reflecting a total increase of $97,612.20.

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

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

ENGINEER:

By: _____
Signature

Eric Busker, PE
Printed Name

Director
Title

04/07/2025
Date

COUNTY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

APPROVED
By Christen Eschberger at 2:40 pm, Apr 08, 2025

Commissioners Court - Regular Session **71.**

Meeting Date: 04/15/2025

Seiler Lankes 22RFSQ128 PSA Amendment 4 CR 255/CR 289

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on Contract Amendment No. 4 to the CR 255/CR 289 from CR 254 to Ronald Reagan Boulevard contract executed October 11, 2022, between Williamson County and Seiler Lankes Group relating to the Road and Bridge Department. Project: P546 Fund Source: Road and Bridge

Background

This Contract Amendment No. 4 amends the Exhibit D - Rate Schedule in the Master Contract and increases the compensation cap by $69,061.00 from $870,939.00 to $940,000.00 to allow for the execution of Supplemental No. 4 to Work Authorization No. 2.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Seiler Lankes 22RFSQ128 PSA Amendment 4 CR 255/CR 289

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	04/10/2025 11:59 AM
County Judge Exec Asst.	Andrea Schiele	04/10/2025 03:32 PM
Form Started By: Vicky Edwards		Started On: 04/10/2025 08:35 AM
Final Approval Date: 04/10/2025		

CONTRACT AMENDMENT NO. 4
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD & BRIDGE PROJECT:
CR 255/CR 289 from CR 254 to Ronald Reagan Boulevard ("Project")

THIS CONTRACT AMENDMENT NO. 4 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Seiler Lankes Group (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 October 11, 2022 (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 Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to $870,939.00; and,

WHEREAS, it has become necessary to amend the Contract.

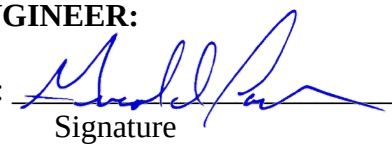
AGREEMENT

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

I. The Compensation Cap under Article 5 of the Contract is hereby increased from $870,939.00 to $940,000.00, reflecting an increase of $69,061.00.
II. The hourly Rates in the original Exhibit D of the Contract are hereby amended as shown in the attached revised Exhibit D (must be attached).

All other terms of the Contract 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
Gerald Lankes	_____
Printed Name	Printed Name
CEO	_____
Title	Title
04/08/2025	_____
Date	Date

APPROVED
By Christen Eschberger at 2:42 pm, Apr 08, 2025

Rates Reviewed - RCR

CPI ADJUSTMENT CALCULATION

BASE (1982-84) = 100	100
Master Contract (PSA) October 2022	288.840
February 2025	309.99
DELTA	7.32%

Seiler Lankes Group

DESIGN

CLASSIFICATIONS	APPROVED RATE (per hour)	PROPOSED RATE (per hour)
Project Manager	$ 275.00	**$ 295.00**
Quality Manager	$ 250.00	**$ 268.00**
Senior Engineer	$ 220.00	**$ 236.00**
Project Engineer	$ 200.00	**$ 215.00**
Design Engineer	$ 155.00	**$ 166.00**
Engineer in Training	$ 135.00	**$ 145.00**
Engineering Technician	$ 130.00	**$ 140.00**
Clerical	$ 88.00	**$ 94.00**

Rates Reviewed - RCR

CPI ADJUSTMENT CALCULATION

BASE (1982-84) = 100	100
Master Contract (PSA) October 2022	288.840
January 2025	309.99
DELTA	7.32%

CLGann

DRAINAGE ENGINEER

CLASSIFICATIONS	APPROVED RATE (per hour)	PROPOSED RATE (per hour)
Project Manager	$ 250.00	**$ 268.00**
Quality Manager	$ 240.00	**$ 258.00**
Senior Engineer	$ 225.00	**$ 241.00**
Project Engineer	$ 200.00	**$ 215.00**
Desin Engineer	$ 150.00	**$ 161.00**
Engineer in Training	$ 130.00	**$ 140.00**
Senior Engineering Technician	$ 150.00	**$ 161.00**
Engineering Technician	$ 130.00	**$ 140.00**
Admin/Clerical	$ 90.00	**$ 97.00**

Commissioners Court - Regular Session **72.**

Meeting Date: 04/15/2025

Ronald Reagan Boulevard Resolution

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 a resolution of support requesting the Central Texas Regional Mobility Authority (CTRMA) conduct traffic and revenue studies of the Ronald Reagan Boulevard Corridor.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Ronald Reagan Blvd Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/10/2025 10:55 AM
Form Started By: Vicky Edwards		Started On: 04/10/2025 09:09 AM
Final Approval Date: 04/10/2025		

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

That on the 15th day of April 2025, the Commissioners Court of Williamson County, Texas met in duly called session at the Williamson County Courthouse, 710 Main Street, Georgetown, Texas, with the following members present:

Terry Cook, Commissioner Precinct One
Cynthia P. Long, Commissioner Precinct Two
Valerie Covey, Commissioner Precinct Three
Russ Boles, Commissioner Precinct Four

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

RESOLUTION

WHEREAS, Williamson County is committed to improving mobility, safety, economic growth and providing mobility options to the citizens of the region and its local community; and

WHEREAS, a reliable transportation infrastructure is vital to connect goods and people, with connectivity for motorists being the cornerstone of prosperity, creating expanded economic development and more financial opportunities for individuals and families; and

WHEREAS, congestion is bad for the environment, for the economy, for public safety, and for quality of life; and the Project will give drivers the option to spend less time on the road, help improve air quality and reduce the threat to public safety caused by crowded roadways; and

WHEREAS, Williamson County ("County") in conjunction with other local governments has developed and constructed initial traffic lane infrastructure for approximately 28 miles of Ronald Reagan Boulevard within the county and its associated communities with limits between IH 35 and RM 1431 (including improvements to the intersections), adding millions of dollars in new tax revenue for the local communities, County and the State, and creating new options for mobility; and

WHEREAS, continued investment in and development of mobility in the region is pivotal in accommodating the population and economic growth of Williamson County; and

WHEREAS, Ronald Reagan is a major corridor in the adopted Williamson County Long Range Transportation Plan and the County has completed a schematic design including the addition of two managed lanes in each direction and two free general purpose frontage lanes in each direction; and

WHEREAS, the Central Texas Regional Mobility Authority (CTRMA) was created to improve the transportation system in Williamson and Travis Counties with a mission to implement transportation options that reduce congestion and create choices that enhance quality of life and economic vitality; and

WHEREAS, the CTRMA is considering undertaking the development and/or construction of additional main lanes, frontage roads and, facility improvements for the Ronald Reagan Boulevard corridor in Williamson County between IH 35 and RM 1431 (including intersections); and

WHEREAS, staff recommends a resolution of support for the traffic revenue study by CTRMA to determine the viability of the Project, which provides the opportunity to work regionally on mobility improvements for the future.

NOW, THEREFORE, BE IT RESOLVED that Williamson County supports the Central Texas Regional Mobility Authority conducting a Traffic and Revenue Study regarding the development and construction of the Ronald Reagan new capacity, main lanes and free frontage roads to improve the quality of life and safety of Williamson County residents.

RESOLVED THIS 15TH DAY OF APRIL 2025.

_____

Valerie Covey, Presiding Officer

Meeting Date: 04/15/2025

Award of RFSQ #25RFSQ26 for Engineering Services for Tracy Chambers Lane from East of Wilco Way to West of Southwestern Blvd to American Structurepoint, Inc. for Road and Bridge Department/HNTB

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding #25RFSQ26 Engineering Services for Tracy Chambers Lane from East of Wilco Way to West of Southwestern Blvd. to American Structurepoint, Inc., in the maximum amount payable of Six Hundred Fifty Thousand Dollars ($650,000.00) and authorize execution of this agreement, the funding source is P640.

Background

Williamson County sent out Seven Thousand Eight Hundred and Ninety-Three (7,893) notifications with One Hundred Thirty (130) document takers and received Fifteen (15) submittals. Williamson County solicited engineering firms to assist Williamson County staff in planning and designing the extension of Tracy Chambers Lane from East of Wilco Way to west of Southwestern Blvd. The funding source is P640 and the point of contact is Marie Walters (HNTB).

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

American Structurepoint Engineering Contract

Form 1295 American Structurepoint Inc

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/09/2025 12:13 PM
County Judge Exec Asst.	Andrea Schiele	04/09/2025 03:20 PM
Form Started By: Vickie Johnson		Started On: 04/03/2025 10:59 AM
Final Approval Date: 04/09/2025		

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WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: **American Structurepoint, Inc. ("Engineer")**
ADDRESS: **9025 River Road, Suite 200**
Indianapolis, Indiana 46240
PROJECT: **25RFSQ26 Engineering Services for Tracy Chambers Lane (future Wilco Way Extension) ("Project")**

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

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 engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14)

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which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

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

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 or 2024, as applicable and as amended
C. National Environmental Policy Act (NEPA)
D. 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), including latest revisions
E. Americans with Disabilities Act (ADA) Regulations
F. U.S. Army Corps Regulations
G. International Building Code, current edition as updated
H. Williamson County Design Criteria & Project Development Manual, latest edition
I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
J. Williamson County Protocol for Sustainable Roadsides, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/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.

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ARTICLE 3
ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Request for additional time shall be submitted at least 15 business days before termination or expiration of the Work Authorization. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above-described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed on or before the date specified in the Work Authorization or any Supplemental Work Authorization and in full accordance with the terms of the applicable Work Authorization or any Supplemental Work Authorization .

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B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has received an executed Work Authorization, which serves as the County's written notice to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **six-hundred fifty thousand Dollars ($ 650,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County. CAE

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if mutually approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable

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to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to the County's Road Bond Program Manager, as identified herein-below, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of each progress report, Engineer shall provide the following documentation through the County's Road Bond Program Manager in a form acceptable to the County Auditor ("Invoice Package"):

(1) One (1) original certified invoice to the County ; and
(2) One (1) original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons, their work category, and approved billing rates as set forth in Exhibit D – Rate Schedule as part of this Contract

For Additional Engineering Services performed pursuant to this Contract, a separate Invoice Package of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed. **Upon timely receipt of a complete Invoice Package and approval thereof**, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. **Failure to submit a Complete Invoice Package may delay payments.** County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

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The certified invoices shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current invoice. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer 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.

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer 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.

Engineer 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, the Engineer's ability to charge a late fee shall not apply in the event:

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

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

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

D. Engineer's failure to submit a Complete Invoice Package in accordance with the requirements of this Contract; or

E. The Complete Invoice Package is not submitted to the County's Road Bond Program Manager in strict accordance with any necessary instructions or requests provided by the Road Bond Program Manager.

The County Auditor shall document to Engineer 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 Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and received an executed Work Authorization, which serves as the County's written notice to, to proceed with the applicable

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Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9
PROJECT TEAM

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

County's Road Bond Program Manager
Attn: Christen Eschberger
HNTB Corporation
101 E. Old Settlers Blvd., Suite 225
Round Rock, Texas 78664_

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

Engineer's Designated Representative for purposes of this Contract is as follows:

Chase Myers
2600 Via Fortuna
Building One, Suite 300
Austin, Texas 78746_

Engineer shall have the right, from time to time, to change the Engineer'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 Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall

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decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer 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 Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer'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 Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units 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

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services

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may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing through the County's Designated Representative. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are

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necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract 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 Engineer's designs under this Contract (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, without written verification or adaptation by Engineer for the specific purpose intended, shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer 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 Contract. Copies may be retained by Engineer. Engineer 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 Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, 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.

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

The parties shall mutually agree to an electronic format for Engineering Work Products or other data, including any special limitations not otherwise provided in this Contract, prior to any such Engineering Work Products or data being submitted electronically by either party to the other party. Upon such agreement between the parties, Engineering Work Products or other data provided in the agreed upon electronic format may be relied upon by the receiving party. In the event the parties cannot agree on an acceptable electronic format, only printed copies of documents conveyed by a party shall be relied upon by the receiving party.

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

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

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

ARTICLE 17
SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

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ARTICLE 18
REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. 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 the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

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

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

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

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

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F. County's Reliance on Engineer. **ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY OR ITS AUTHORIZED REPRESENTATIVE NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.**

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

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

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

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

B. By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.

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

D. By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.

E. By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract 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 Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other

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factors which affect the value to County of the Engineering Services performed at the time of default.

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

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Engineer 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 Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering 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.

County agrees to pay the amount of any sales, value added, use, excise or similar taxes applicable to the performance of the Services, if any, or County shall provide Engineer with a certificate acceptable to the taxing authorities exempting County from payment of such taxes.

ARTICLE 22
INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE 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, ERROR OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

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

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, 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 ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT 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 THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND REASONABLE ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, PUNITIVE, CONSEQUENTIAL OR INDIRECT DAMAGES RESULTING IN ANY WAY FROM THIS AGREEMENT.

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ARTICLE 23
ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering 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 Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer 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
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

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

1. Worker's Compensation in accordance with statutory requirements.
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.
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.
4. Professional Liability Insurance in the amount of $2,000,000.00 per claim and annual aggregate.

B. Certification of Coverage. Prior to the performance of any Engineering Services, Engineer 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, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract 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 Engineer hereunder.

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C. 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.

D. 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

E. 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.

F. Notices by Engineer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requirements set forth hereunder, Engineer 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.**

G. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $200,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

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H. 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.

I. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract 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 Contract.

J. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, 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 Engineer'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 Engineer's subcontractors/subconsultants; provided, however, consent by County must be in writing and such consent shall not relieve or decrease the liability of Engineer hereunder.

Engineer shall obtain and monitor the Certificates of Insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the Certificates of Insurance for the duration of this Contract, 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.

K. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer.

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27

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SUCCESSORS AND ASSIGNS

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

ARTICLE 28
SEVERABILITY

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

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

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

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that 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 Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

ARTICLE 31

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NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

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

With copy to: Williamson County Road Bond Program Manager
Attn: Christen Eschberger
HNTB Corporation
101 E. Old Settlers Blvd., Suite 225
Round Rock, Texas 78664

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

Engineer: Cash E. Canfield
American Structurepoint, Inc.
9025 River Road, Suite 200
Indianapolis, Indiana 46240

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract 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.

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C. Enforcement and Venue. This Contract 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 Contract 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.

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer 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, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract 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.

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

H. Gender, Number and Headings. 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, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract 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 Contract.

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J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, 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.

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

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

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

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

O. Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. Engineer understands and agrees that County's payment of amounts under this Contract 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.

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ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, 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 Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract 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 the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its

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books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

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

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

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COUNTY

WILLIAMSON COUNTY, TEXAS

By: _____

Printed Name: _____

Title: As Presiding Officer of the Williamson County Commissioners Court

Date: _____ ____, 20_____

ENGINEER

AMERICAN STRUCTUREPOINT, INC.

By: DocuSigned by: Cash C. Canfield F19A20CCE23A42D... _____

Printed Name: Cash E. Canfield

Title: President

Date: March 21, 2025

APPROVED
By Christen Eschberger at 2:36 pm, Apr 01, 2025

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LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Williamson County Vendor Reimbursement Policy

(6) **Exhibit F** Certificates of Insurance

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EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF ~~TEXAS~~ Indiana §
§
MMA
COUNTY OF ~~WILLIAMSON~~ Marion §

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 Engineer 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.

American Structurepoint, Inc.
Name of Firm

Cash E. Canfield
Signature of Certifying Official

Cash E. Canfield
Printed Name of Certifying Official

President
Title of Certifying Official

March 21, 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

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SUBSCRIBED and sworn to before me the undersigned authority by Cash E. Canfield the President of American Structurepoint, Inc., on behalf of said firm.

Megan M. Adams
Notary Public in and for the
State of ~~Texas~~ Indiana

My commission expires: 3/7/2030

Megan M. Adams
Notary Public Seal State of Indiana
Hamilton County
Commission Number NP0739626
My Commission Expires 3/7/2030

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EXHIBIT B

ENGINEERING SERVICES

General Work Description: Provide engineering services and planning to develop Tracy Chambers Lane (future Wilco Way) from existing Wilco Way to Southwestern Boulevard Planning & Design.

The Engineer may perform any or all of the following tasks listed below, as described in detailin each Work Authorization:

TASK 1 – PROJECT MANAGEMENT

TASK 2 – ROUTE AND DESIGN STUDIES

TASK 3 – PUBLIC INVOLVEMENT

TASK 4 – TRAFFIC EVALUATION AND PROJECTIONS

TASK 5 – SURVEYING

TASK 6 – RIGHT-OF-WAY (ROW) MAPPING

TASK 7 – SCHEMATIC DEVELOPMENT

TASK 8 – DRAINAGE STUDY

TASK 9 – ENVIRONMENTAL STUDIES & DOCUMENTS

TASK 10 – GEOTECHNICAL SERVICES

TASK 11 – PLANS, SPECIFICATIONS AND ESTIMATE (PS&E)

TASK 12 – BIDDING PHASE SERVICES

TASK 13 – CONSTRUCTION PHASE SERVICES

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EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

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 _____ ____, 20_____. 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.

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EXECUTED this ____ day of _____, 20___.

ENGINEER:	COUNTY:
_____	Williamson County, Texas
By:_____	By:_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
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

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EXHIBIT D

RATE SCHEDULE

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. Upon County's receipt of a rate adjustment request, County will prepare a Contract Amendment setting forth the CPI rate adjustments and will provide such Contract Amendment to Engineer for its execution. 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).

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.

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Hardesty & Hanover	
STRUCTURAL ENGINEER	
CLASSIFICATIONS	**RATE PER HOUR**
PROJECT PRINCIPAL	$335.00
SENIOR TECHNICAL ADVISOR	$300.00
SENIOR PROJECT MANAGER	$270.00
SENIOR STRUCTURAL QA/QC MGR	$255.00
SENIOR STRUCTURAL ENGINEER	$250.00
STRUCTURAL ENGINEER	$165.00
STRUCTURAL DESIGNER (EIT)	$125.00
SENIOR ENG TECH	$150.00
CAD TECH	$95.00
ADMIN/ CLERICAL	$90.00

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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

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American Structurepoint, Inc.	
DESIGN	
CLASSIFICATIONS	**RATE PER HOUR**
Principal	$400.00
Senior Project Manager	$330.00
QAQC	$320.00
Project Manager	$320.00
Senior Project Engineer	$260.00
Project Engineer	$215.00
Design Engineer	$175.00
EIT	$140.00
Senior Technician	$200.00
Technician	$136.00
Sr. Drainage Engineer	$260.00
Drainage Engineer	$190.00
Sr. Traffic Engineer	$250.00
Traffic Engineer	$180.00
Admin / Clerical	$100.00

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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

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Scheibe Consulting, LLC Survey and Drainage	
CLASSIFICATIONS	**RATE PER HOUR**
Principal	$300.00
Senior PM	$270.00
PM III	$200.00
PM II	$190.00
PM I	$167.00
PM Survey	$140.00
Senior Engineer	$270.00
Engineer VI	$238.00
Engineer V	$216.00
Engineer IV	$190.00
Engineer III	$180.00
Engineer II	$170.00
Engineer I	$165.00
EIT IV	$156.00
EIT III	$146.00
EIT II	$135.00
EIT I	$125.00
Sr. RPLS	$216.00
RPLS II	$200.00
RPLS I	$172.00
CAD Tech IV	$125.00
CAD Tech III	$115.00
CAD Tech II	$103.00
CAD Tech I	$87.00
Survey 1-Man Crew	$160.00
Survey 2-Man Crew	$210.00
Admin III	$103.00
Admin II	$92.00
Admin I	$70.00

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Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index and the denominator of

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Scheibe Consulting, LLC
Survey and Drainage

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

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SWCA Environmental Consultants	
ENVIRONMENTAL	
CLASSIFICATIONS	RATE PER HOUR
Subject Matter Expert IV	$293.00
Subject Matter Expert III	$268.00
Subject Matter Expert II	$242.00
Subject Matter Expert I	$230.00
Specialist XII	$226.00
Specialist XI	$207.00
Specialist X	$189.00
Specialist IX	$169.00
Specialist VIII	$158.00
Specialist VII	$147.00
Specialist VI	$137.00
Specialist V	$123.00
Specialist IV	$114.00
Specialist III	$104.00
Specialist II	$91.00
Specialist I	$77.00

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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
Field Supplies (day)	$10.00
Site Forms (EA)	$110.00
Curation Fee (EA)	$250.00
Hazardous Materials Records Database (EA)	$1,000.00
GPS (DAY)	$40.00

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EXHIBIT E

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

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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.

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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

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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

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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.

Docusign Envelope ID: 437B27C8-8D84-43D0-9B9D-CB05FCE3FDAF

EXHIBIT F

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

Additional Insured Requirement: The following additional insured endorsement must appear in the "Description of Operations or Additional Remarks" section of the Certificate of Insurance issued by the insurer:

> **"Williamson County, Texas, its directors, officers and employees" shall be additional insureds under policies listed with respect to General Liability and Auto Policies (excluding Workers' Compensation and Professional Liability).**

Waiver of Subrogation Requirement: Insurance policies shall include blanket or scheduled waivers of subrogation in favor of County.

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

Additional 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 Department
   > 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.

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:
2025-1282076

Date Filed:
03/17/2025

Date Acknowledged:

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

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.
25RFSQ26
Engineering Services for the Extension of Tracy Chambers Lane (future Wilco Way)

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Conner, Willis	Indianapolis, IN United States	X	
Henneke, Gregory	Indianapolis, IN United States	X	
Canfield, Cash	Indianapolis, IN United States	X	
Davidson, Steven	Indianapolis, IN United States	X	
Hoopingarner, Michael	Indianapolis, IN United States	X	
Bastian, William	Indianapolis, IN United States	X	
Shebeck, Michael	Indianapolis, IN United States	X	
Moore, Kenton	Indianapolis, IN United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Cash E. Canfield, and my date of birth is [redacted].

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

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

Executed in Marion County, State of Indiana, on the 17th day of March (month), 2025 (year).

Cash E. Canfield

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:
2025-1282076

Date Filed:
03/17/2025

Date Acknowledged:
04/03/2025

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

American Structurepoint, 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

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.

25RFSQ26
Engineering Services for the Extension of Tracy Chambers Lane (future Wilco Way)

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Conner, Willis	Indianapolis, IN United States	X	
Henneke, Gregory	Indianapolis, IN United States	X	
Canfield, Cash	Indianapolis, IN United States	X	
Davidson, Steven	Indianapolis, IN United States	X	
Hoopingarner, Michael	Indianapolis, IN United States	X	
Bastian, William	Indianapolis, IN United States	X	
Shebeck, Michael	Indianapolis, IN United States	X	
Moore, Kenton	Indianapolis, IN 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 **74.**

Meeting Date: 04/15/2025

Award of RFSQ #24RFSQ70 for Engineering Services for 2023 Road Bond Program Schultz Lane to The Estes Group LLC for Road and Bridge Department//HNTB

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding #24RFSQ70 Engineering Services for the Williamson County 2023 Road Bond Project at Schultz Lane to The Estes Group LLC, in the maximum amount payable of Three Hundred Thousand Dollars ($300,000.00) and authorize execution of this agreement, the funding source is Road Bonds P656.

Background

Williamson County sent out Seven Thousand Two Hundred Thirty-Three (7,233) notifications with One Hundred Sixty-Three (163) document takers and received Eleven (11) submittals. Williamson County solicited engineering firms to assist Williamson County staff in planning and designing the projects included in the County's 2023 Road Bond Program. The funding source is P656, and the point of contact is Marie Walters (HNTB).

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract for The Estes Group LLC

1295 Form The Estes Group LLC

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/09/2025 12:39 PM
County Judge Exec Asst.	Andrea Schiele	04/09/2025 03:30 PM
Form Started By: Vickie Johnson		Started On: 04/04/2025 09:41 AM
Final Approval Date: 04/09/2025		

WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: **The Estes Group, LLC** **("Engineer")**
ADDRESS: **9025 W. SH 29 Suite 205**
Liberty Hill, Texas 78642
PROJECT: **24RFSQ70 Engineering Services for Wilco Road Bond Program – Schultz Lane ("Project")**

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

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 engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14)

which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

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

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 or 2024, as applicable and as amended
C. National Environmental Policy Act (NEPA)
D. 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), including latest revisions
E. Americans with Disabilities Act (ADA) Regulations
F. U.S. Army Corps Regulations
G. International Building Code, current edition as updated
H. Williamson County Design Criteria & Project Development Manual, latest edition
I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
J. Williamson County Protocol for Sustainable Roadsides, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/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 3
ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Request for additional time shall be submitted at least 15 business days before termination or expiration of the Work Authorization. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above-described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed on or before the date specified in the Work Authorization or any Supplemental Work Authorization and in full accordance with the terms of the applicable Work Authorization or any Supplemental Work Authorization .

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has received an executed Work Authorization, which serves as the County's written notice to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **three-hundred thousand Dollars ($ 300,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County. CAE

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if mutually approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable

to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to the County's Road Bond Program Manager, as identified herein-below, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of each progress report, Engineer shall provide the following documentation through the County's Road Bond Program Manager in a form acceptable to the County Auditor ("Invoice Package"):

(1) One (1) original certified invoice to the County ; and
(2) One (1) original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons, their work category, and approved billing rates as set forth in Exhibit D – Rate Schedule as part of this Contract

For Additional Engineering Services performed pursuant to this Contract, a separate Invoice Package of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed. **Upon timely receipt of a complete Invoice Package and approval thereof**, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. **Failure to submit a Complete Invoice Package may delay payments.** County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified invoices shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current invoice. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer 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.

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer 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.

Engineer 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, the Engineer's ability to charge a late fee shall not apply in the event:

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

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

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

D. Engineer's failure to submit a Complete Invoice Package in accordance with the requirements of this Contract; or

E. The Complete Invoice Package is not submitted to the County's Road Bond Program Manager in strict accordance with any necessary instructions or requests provided by the Road Bond Program Manager.

The County Auditor shall document to Engineer 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 Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and received an executed Work Authorization, which serves as the County's written notice to, to proceed with the applicable

Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9
PROJECT TEAM

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

County's Road Bond Program Manager
Attn: Christen Eschberger
HNTB Corporation
101 E. Old Settlers Blvd., Suite 225
Round Rock, Texas 78664_

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

Engineer's Designated Representative for purposes of this Contract is as follows:

Kristina N. Estes
9025 W SH 29 Suite 205
Liberty Hill, Texas 78642

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

ARTICLE 10
PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer 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 Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer'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 Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units 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

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

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

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing through the County's Designated Representative. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering 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 Engineering Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract 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 Engineer's designs under this Contract (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, without written verification or adaptation by Engineer for the specific purpose intended, shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer 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 Contract. Copies may be retained by Engineer. Engineer 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 Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, 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 Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

The parties shall mutually agree to an electronic format for Engineering Work Products or other data, including any special limitations not otherwise provided in this Contract, prior to any such Engineering Work Products or data being submitted electronically by either party to the other party. Upon such agreement between the parties, Engineering Work Products or other data provided in the agreed upon electronic format may be relied upon by the receiving party. In the event the parties cannot agree on an acceptable electronic format, only printed copies of documents conveyed by a party shall be relied upon by the receiving party.

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

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

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

ARTICLE 17
SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. 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 the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

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

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

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

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. **ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY OR ITS AUTHORIZED REPRESENTATIVE NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.**

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

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

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

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

B. By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.

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

D. By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.

E. By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract 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 Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other

factors which affect the value to County of the Engineering Services performed at the time of default.

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

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Engineer 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 Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering 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.

County agrees to pay the amount of any sales, value added, use, excise or similar taxes applicable to the performance of the Services, if any, or County shall provide Engineer with a certificate acceptable to the taxing authorities exempting County from payment of such taxes.

ARTICLE 22
INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE 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, ERROR OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

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

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, 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 ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT 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 THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND REASONABLE ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, PUNITIVE, CONSEQUENTIAL OR INDIRECT DAMAGES RESULTING IN ANY WAY FROM THIS AGREEMENT.

ARTICLE 23
ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering 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 Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer 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
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

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

1. Worker's Compensation in accordance with statutory requirements.
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.
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.
4. Professional Liability Insurance in the amount of $2,000,000.00 per claim and annual aggregate.

B. Certification of Coverage. Prior to the performance of any Engineering Services, Engineer 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, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract 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 Engineer hereunder.

C. 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.

D. 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

E. 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.

F. Notices by Engineer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requirements set forth hereunder, Engineer 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.**

G. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $200,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

H. 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.

I. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract 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 Contract.

J. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, 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 Engineer'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 Engineer's subcontractors/subconsultants; provided, however, consent by County must be in writing and such consent shall not relieve or decrease the liability of Engineer hereunder.

Engineer shall obtain and monitor the Certificates of Insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the Certificates of Insurance for the duration of this Contract, 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.

K. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer.

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27

SUCCESSORS AND ASSIGNS

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

ARTICLE 28
SEVERABILITY

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

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

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

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that 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 Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

ARTICLE 31

NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

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

With copy to: Williamson County Road Bond Program Manager
Attn: Christen Eschberger
HNTB Corporation
101 E. Old Settlers Blvd., Suite 225
Round Rock, Texas 78664

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

Engineer: Michael Curl, PE
9025 W SH 29 Suite 205
Liberty Hill, Texas 78642

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract 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.

C. Enforcement and Venue. This Contract 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 Contract 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.

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer 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, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract 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.

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

H. Gender, Number and Headings. 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, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract 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 Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, 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.

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

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

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

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

O. Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. Engineer understands and agrees that County's payment of amounts under this Contract 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.

ARTICLE 33

DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, 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 Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract 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 the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by

the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

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

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

COUNTY

WILLIAMSON COUNTY, TEXAS

By: _____

Printed Name: _____

Title: As Presiding Officer of the Williamson County Commissioners Court

Date: _____ ____, 20_____

ENGINEER

The Estes Group, LLC

By: Kristina N. Estes

Printed Name: Kristina N. Estes

Title: Chief Executive Officer

Date: _ March 13, 2025

APPROVED
By Christen Eschberger at 2:16 pm, Apr 01, 2025

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Williamson County Vendor Reimbursement Policy

(6) **Exhibit F** Certificates of Insurance

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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 Engineer 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.

The Estes Group, LLC
Name of Firm

Signature of Certifying Official

Kristina N . Estes
Printed Name of Certifying Official

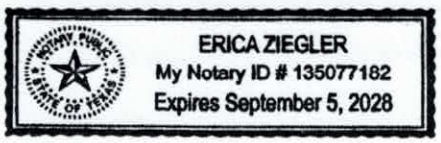
Chief Executive Officer
Title of Certifying Official

March 13, 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 Kristina Estes the CEO of The Estes Group LLC on behalf of said firm.



Erica Ziegler
Notary Public in and for the
State of Texas

My commission expires: 09-05-2028

EXHIBIT B

ENGINEERING SERVICES

General Work Description: Provide engineering services and planning to develop Schultz Lane between Louis Henna Boulevard to New Meister Lane Planning & Design.

The Engineer may perform any or all of the following tasks listed below, as described in detailin each Work Authorization:

TASK 1 – PROJECT MANAGEMENT

TASK 2 – ROUTE AND DESIGN STUDIES

TASK 3 – PUBLIC INVOLVEMENT

TASK 4 – TRAFFIC EVALUATION AND PROJECTIONS

TASK 5 – SURVEYING

TASK 6 – RIGHT-OF-WAY (ROW) MAPPING

TASK 7 – SCHEMATIC DEVELOPMENT

TASK 8 – DRAINAGE STUDY

TASK 9 – ENVIRONMENTAL STUDIES & DOCUMENTS

TASK 10 – GEOTECHNICAL SERVICES

TASK 11 – PLANS, SPECIFICATIONS AND ESTIMATE (PS&E)

TASK 12 – BIDDING PHASE SERVICES

TASK 13 – CONSTRUCTION PHASE SERVICES

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

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 _____ ____, 20_____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20___.

ENGINEER:	COUNTY:
_____	Williamson County, Texas
By:_____	By:_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
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

EXHIBIT D

RATE SCHEDULE

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. Upon County's receipt of a rate adjustment request, County will prepare a Contract Amendment setting forth the CPI rate adjustments and will provide such Contract Amendment to Engineer for its execution. 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).

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.

THE ESTES GROUP, LLC (TEG)	
DESIGN	
CLASSIFICATIONS	**RATE PER HOUR**
Project Principal	$350.00
Project Manager	$330.00
Engineer (Senior)	$300.00
Engineer (Project)	$240.00
Engineer (Design)	$190.00
Engineer-In-Training	$140.00
Sr. Engineer Technician	$190.00
Admin / Clerical	$110.00

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Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index 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.

(TEG) 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
Photocopies P/W (11" X 17")	$0.25
Photocopies P/W (8 1/2" X 11")	$0.15
Photocopies Color (11" X 17")	$1.25
Photocopies Color (8 1/2" X 11")	$1.00
Plots (B/W on Bond)	$1.00
Plots (Color on Bond)	$1.75
Report Binding and Tabbing	$10.00

MCGRAY AND MCGRAY LAND SURVEYORS, INC. (MCGRAY)	
SURVEY	
CLASSIFICATIONS	**RATE PER HOUR**
Conventional Field Crew Services:	
1 man reconnaissance or data gathering	$ 140.00 per hour
2 man survey crew, with vehicle and data collection	$ 190.00 per hour
3 man survey crew, with vehicle and data collection	$ 225.00 per hour
Fixed Wing Flight crew (Includes pilot and Sensor Operator)	$ 225.00 per hour
Helicopter Flight crew (Includes pilot and Sensor Operator)	$ 225.00 per hour
There is a minimum charge of 4 hours for above field crew services (unless otherwise agreed).	
Office/Professional/Technical Services:	
Project Manager	$ 201.50 per hour
GIS Technician - Senior	$ 107.17 per hour
GIS Technician	$ 87.32 per hour
Abstractor	$ 85.97 per hour
Surveyor (RPLS) Senior	$ 188.06 per hour
Surveyor (RPLS)	$ 166.57 per hour
Survey Technician (Surveyor-In-Training) - SIT	$ 115.53 per hour
Survey Technician	$ 95.38 per hour
Certified Photogrammetrist	$ 107.47 per hour
Aerial Mapping Technician	$ 94.03 per hour
Aerial Office Technician	$ 90.00 per hour
Aerial Processing Technician	$ 91.35 per hour
LiDAR Task Lead	$ 107.47 per hour
LiDAR Mapping Technician (Aerial)	$ 96.72 per hour
LiDAR Office Technician (Aerial)	$ 96.72 per hour
LiDAR Processing Technician (Helicopter, Fixed Wing, Mobile, U/	$ 96.72 per hour
Mapping Editor (includes QA/QC, Finishing & Finalization)	$ 102.09 per hour
Orthophoto Specialist	$ 91.35 per hour
Survey Field Crew Coordinator	$ 91.35 per hour
Project Coordinator – Acquisition (Helicopter, Fixed Wing, Mobi	$ 107.47 per hour
Project Coordinator - (Helicopter, Fixed Wing, Mobile, UAS, Terr	$ 107.47 per hour
Administrative/ Clerical	$ 85.97 per hour

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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).

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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.

MCGRAY AND MCGRAY LAND SURVEYORS, INC. (MCGRAY)	
SURVEY	
(MCGRAY) 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
Specialized Equipment:	
ATV (All-Terrain Vehicle)	$ 85.00 per day
Additional Survey Vehicle	$ 100.00 per day
LiDAR Terrestrial Scanner	$ 100.00 per hour
UAV (Drone) Aerial Mapper	$ 5,000.00 per day
Mobile Mapper	$ 9,000.00 per day

HDR ENGINEERING, INC. (HDR)	
ENVIRONMENTAL	
CLASSIFICATIONS	**RATE PER HOUR**
Senior Env Project Manager	$343.00
Senior Env Project Planner	$266.00
Env Scientist Sr	$205.00
Env Scientist	$144.00
Env Planner IV	$163.00
Env Planner III	$138.00
Env Planner I/II	$121.00
Junior GIS Technician	$119.00
Senior GIS Technician	$148.00
Archeologist Principal Investigator	$130.00
Archeologist	$100.00
Archeologist Crew Chief	$87.00
Architectural Historian Sr	$173.00
Admin/Clerical	$98.00

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Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index 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.

HDR ENGINEERING, INC. (HDR)	
ENVIRONMENTAL	
(HDR) 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
Certified Mail	Current Postal Rate
Outsourced Printing	Actual Cost
Courrier Services	Actual Cost
Parking Fees	Actual Cost
Highway Toll Charges	Actual Cost
Noise Meter per day	$125.00
GPS Unit per hour	$25.00

HDR ENGINEERING, INC. (HDR)	
DRAINAGE ENGINEER	
CLASSIFICATIONS	**RATE PER HOUR**
Senior Drainage Advisor	$302.00
Project Engineer	$205.00
Design Engineer (5-10 yrs)	$185.00
Engineer in Training II	$150.00
Engineer in Training I	$130.00
Senior CADD Tech	$190.00
CADD Technician	$130.00

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).

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.

(HDR) 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

RABA KISTNER, INC. (RABA)	
GEOTECHNICAL & MATERIALS TESTING	
CLASSIFICATIONS	**RATE PER HOUR**
Project Manager	$204.10
Sr. QC Reviewer	$255.00
Senior Project Engineer	$233.58
Project Engineer	$159.12
Design Engineer	$182.03
EIT	$146.07
Geotechnical Logger	$119.02
Senior Geotech Technician	$91.80
Geotech Technician	$77.22
Geotech Laboratory Technician	$82.74
Geologist	$154.02
Senior GIS Technician	$110.16
CADD Technician	$104.81

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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.

RABA KISTNER, INC. (RABA)	
GEOTECHNICAL & MATERIALS TESTING	
(RABA) 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
FIELD OPERATIONS	
Mobilization of drill rig	$ 600.00 each
Logger Truck	$ 68.01 per day
Standard Drilling /3 in. Thin wall Shelby Tube sampling	$ 24.40 per ft
Hollow Stem Drilling with Sampling	$ 30.89 per ft
NX Rock Coring (shale)	$ 40.31 per ft
NX Rock Coring (limestone)	$ 53.04 per ft
Standard Penetration Testing (SPT)	$ 29.92 per test
TCP with intermittent sampling	$ 32.88 per test
Bentonite Backfill	$ 7.00 per ft
Standard Pavement Coring	$ 93.05 each
Concrete/AC patch	$ 79.38 each
Standby (setup time and cleanup)	$ 284.29 per hr
LABORATORY TESTING	
Atterberg Limits	$ 125.84 each
Moisture Content	$ 16.65 each
Sieve Analysis (passing No. 200)	$ 70.75 each
Sieve Analysis (passing No. 4, 40, 200)	$ 120.04 each
Sulfate Testing	$ 125.12 each
Organics Content	$ 125.12 each
Unconfined Compression (Soil)	$ 60.06 each
Unconfined Compression (Rock)	$ 75.46 each
Direct Shear	$ 650.18 each
Consolidated Undrained (CU) Triaxial Comp Test	$ 1,925 each
Lime Series (Tex-121-E Part III)	$ 452.33 each
Moisture Density Relationship (TEX-114-E)	$ 350.45 each
Texas Triaxial Compression (TEX-117-E)	$ 2,200 each
California Bearing Ratio (ASTM D 1833) includes moisture-density relationship test and 3 test	$ 1,011.05 each
Each additional specimen	$ 220.20 each

HARDESTY & HANOVER, LLC (H&H)	
STRUCTURAL ENGINEER	
CLASSIFICATIONS	**RATE PER HOUR**
PROJECT PRINCIPAL	$335.00
SENIOR TECHNICAL ADVISOR	$300.00
SENIOR PROJECT MANAGER	$270.00
SENIOR STRUCTURAL QA/QC MGR	$255.00
SENIOR STRUCTURAL ENGINEER	$250.00
STRUCTURAL ENGINEER	$165.00
STRUCTURAL DESIGNER (EIT)	$125.00
SENIOR ENG TECH	$150.00
CAD TECH	$95.00
ADMIN/ CLERICAL	$90.00

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).

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.

(H&H) 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

EXHIBIT E

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 F

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

Additional Insured Requirement: The following additional insured endorsement must appear in the "Description of Operations or Additional Remarks" section of the Certificate of Insurance issued by the insurer:

> **"Williamson County, Texas, its directors, officers and employees" shall be additional insureds under policies listed with respect to General Liability and Auto Policies (excluding Workers' Compensation and Professional Liability).**

Waiver of Subrogation Requirement: Insurance policies shall include blanket or scheduled waivers of subrogation in favor of County.

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

Additional 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 Department
   > 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.

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:
2025-1281139

Date Filed:
03/13/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
The Estes Group, LLC
Liberty Hill, 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.
24RFSQ70
Engineering Services for 2023 Road Bond Program Schultz Lane and Bagdad Road

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Estes, Kristina	Liberty Hill, TX United States	X	
Estes, Robert	Liberty Hill , TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Kristina N. Estes, 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 Williamson County, State of Texas, on the 13 day of March (month), 20 25 (year).

Kristina N. Estes

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:
2025-1281139

Date Filed:
03/13/2025

Date Acknowledged:
04/04/2025

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

The Estes Group, LLC
Liberty Hill, 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.

24RFSQ70
Engineering Services for 2023 Road Bond Program Schultz Lane and Bagdad Road

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Estes, Kristina	Liberty Hill, TX United States	X	
Estes, Robert	Liberty Hill , 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)

Meeting Date: 04/15/2025

Award of IFB #25IFB25 for Cul-de-Sac and Straight Section – Fog Seal Spring 2025 to Clark Construction of Texas, Inc. for the Road and Bridge Department

Submitted For: Joy Simonton **Submitted By:** Fernando Ramirez, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving IFB #25IFB25 with Clark Construction of Texas, Inc. for Cul-de-Sac and Straight Section – Fog Seal Spring 2025 for the Road and Bridge Department, in the amount of $445,600.00, and authorize execution of this agreement.

Background

Williamson County sent out over nine thousand fifteen (9,015) notifications with thirty-eight (38) document takers and received four (4) submitted bids. The bids were reviewed and the apparent low bidder, Clark Construction of Texas Inc, was found to be responsive and materially balanced. Their lowest bid of $445,600.00 was 10.2% below the Engineer's estimate. In addition to meeting the bid qualifications subject to being low bidder, this vendor has performed similar work on other projects and received positive references. It is recommended to the Williamson County Commissioners Court that they award Clark Construction of Texas, Inc. the contract for the Cul-de-Sac and Straight Section – Fog Seal Spring 2025 project. Contract Audit and General Counsel reviewed, the funding source is 01.0200.0210.003599 and the point of contact is Jenifer Favreau.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement
Recommendation Letter
Bid Tabulation
Bid Tabulation - All submittals
Form 1295

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/10/2025 10:14 AM
County Judge Exec Asst.	Andrea Schiele	04/10/2025 10:45 AM
Form Started By: Fernando Ramirez		Started On: 04/08/2025 03:36 PM
Final Approval Date: 04/10/2025		

Agreement for Construction Services

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

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor to provide the construction services described herein. The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the following described construction services, or any phase of such services, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work"):

As described in the IFB Solicitation # 25IFB25 Cul-de-Sac and Straight Section – Fog Seal Spring 2025 ; including the specifications set forth therein, which is incorporated herein as if copied in full.

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the not-to-exceed amount of **four hundred forty-five thousand six hundred dollars and zero cents ($445,600.00)** , in accordance with the terms and conditions of this Agreement.

ARTICLE 3 PLANS AND SPECIFICATIONS: The Work shall be performed pursuant to and in accordance with the following described plans and specifications, as well as any revisions made thereto:

As described in the IFB Solicitation # 25IFB25 Cul-de-Sac and Straight Section – Fog Seal Spring 2025; including the specifications set forth therein, which is incorporated herein as if copied in full.

Additional Work: Should Owner choose to add additional work, such additional work shall be described in a separate written amendment to this Agreement wherein the additional work shall be described, and the parties shall set forth the amount of compensation to be paid by Owner for the additional work. Contractor shall not begin any additional work and Owner shall not be obligated to pay for any additional work unless a written amendment to this Agreement has been signed by both parties.

ARTICLE 4 SUBSTANTIAL AND FINAL COMPLETION:

4.1 Commencement of Work. Contractor shall commence the Work upon instruction to do so from the Owner and Construction shall be deemed to have commenced on the date of such instruction.

4.2 Substantial Completion. "Substantial Completion" means the stage in the progress of the Work when the Work, or designated portions thereof, may still require minor modifications or adjustments but, in the Owner's opinion, the Work has progressed to the point such that all parts of the Work under consideration are fully operational and usable for intended purposes, as evidenced by a Certificate of Substantial Completion approved by the Owner. If a Certificate of Occupancy is required by public authorities having jurisdiction over the Work, said certificate shall be issued before the Work or any portion thereof is considered substantially complete. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify Owner's Designated Representative (sometimes referred to as the "ODR") and request a determination as to whether the Work or designated portion thereof is substantially complete. If the ODR does not consider the Work substantially complete, the ODR will notify the Contractor giving reasons, therefore. Failure on the Owner's part to list a reason does not alter the responsibility of the Contractor to complete all Work in accordance with the terms of this Agreement. After satisfactorily completing items identified by Owner's Designated Representative, the Contractor shall then submit another request for the ODR to determine Substantial Completion. If The ODR considers the Work substantially complete, The ODR will prepare and deliver a certificate of Substantial Completion which shall establish the date of Substantial Completion, shall include a punch list of items to be completed or corrected before final completion and final payment, shall establish the time within which the Contractor shall finish the punch list, and shall establish responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, warranty and insurance. Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the terms and conditions of this Agreement. The certificate of Substantial Completion shall be signed by the Owner and the Contractor to evidence acceptance of the responsibilities assigned to them in such certificate.

Substantial Completion (as defined in this agreement) for all stages of the Work shall be achieved on or before the following Substantial Completion date:

DATE FOR SUBSTANTIAL COMPLETION: **15 days**

Under no circumstances will the time for Substantial Completion exceed this date without a written amendment to this Agreement. **THE TIMES SET FORTH IN THE CONSTRUCTION DOCUMENTS ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT. TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THIS AGREEMENT.**

4.3 Final Completion. The Work shall be fully and finally completed **on or before 20 days**; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Owner shall, at its sole discretion, determine when the Work has been fully and finally completed to its satisfaction.

4.4 Liquidated Damages. For each consecutive calendar day after the date of Substantial Completion that the Work is not Substantially Complete, the Owner may deduct the amount of **$500.00 per day** from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner's actual damages for late completion of the Work would be impractical, unduly burdensome, and cause unnecessary delay and that the amount of daily liquidated damages set forth is reasonable.

ARTICLE 5 PAYMENT:

Contractor shall have a duty to submit to the ODR by the end of each month a statement showing the total value of the Work performed during such month. The statement shall also include the value of all sound materials delivered on the Work site and to be included in the Work and all partially completed Work, whether bid as a lump sum or a unit item, which in the opinion of the ODR is acceptable. The ODR shall examine and approve or modify and approve such statement. The Owner shall then pay the Contractor pursuant to Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"), as set forth in Article 11.1 of this Agreement, the total amount of the approved statement less all previous payments and all further sums that may by retained by the Owner under the terms of this Agreement or under the law. **Statements are not considered "received" until reviewed by the ODR and an approved statement is submitted to the Williamson County Auditor's Office; therefore, Contractor must ensure timely delivery of statements for review and processing.**

At any time following the completion of all Work, including all punch list items, cleanup, and the delivery of record documents, the Contractor shall submit a certified application for final payment, including all sums held as retainage if any, to the ODR for its review and approval. Contractor shall submit, prior to or with the application for final payment, final copies of all close out documents, including maintenance and operating instructions, guarantees and warranties, certificates, and all other items required by this Agreement. Contractor shall also submit consent of surety to final payment, an affidavit that all payrolls, bills for materials and equipment, subcontracted work and other indebtedness connected with the Work, except as specifically noted, have been paid or will be paid or otherwise satisfied within the period of time required by Chapter 2251, Texas Government Code. Contractor shall furnish documentation establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of claims arising out of the Agreement. Owner is entitled to rely upon this affidavit and the Contractor may not submit a claim on behalf of a subcontractor or vendor if that claim has not been noted as an exception in the affidavit.

Owner may deduct from the final payment all sums due from Contractor for any reason, Liquidated Damages and all other deductions authorized by this Agreement.

Final payment shall constitute a waiver of all claims by the Contractor except those specifically identified in writing and submitted to the ODR prior to the application for final payment. Provided, however, that the Work shall not be deemed fully performed by the Contractor and closed until the expiration of all warranty periods.

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

6.1 Contractor shall perform all services specifically allocated to it hereunder, as well as those services reasonably inferable and necessary for completion of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work. Contractor agrees and acknowledges that Owner is entering into this Agreement in reliance on Contractor's represented expertise and ability to provide the

Work described in this Agreement. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of Owner in accordance with Owner's requirements and procedures.

6.2 Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

6.3 Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

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

6.5 As part of Contractor obligation to coordinate the Work, Contract shall:

a. cooperate with the ODR and endeavor to further the interests of the Owner and the Work;
b. provide an on-site, full-time superintendent for the duration of the Work;
c. visit the Work site and inspect the existing facilities, systems and conditions to insure an accurate understanding of the existing conditions as required;
d. at Owner's request, attend public meetings and hearings concerning the development of the Work;
e. review all drawings, specifications, and other plans as they are developed by the Owner and/or its architect and advise Owner of any error, inconsistency or omission discovered in the drawings, specifications, and other plans;
f. review the drawings, specifications, and other plans for compliance with all applicable laws and code requirements;
g. advise Owner of any tests that should be performed;
h. organize and maintain a competent, full-time staff at the Work site with clearly defined lines of authority and communication as necessary to coordinate construction activities, monitor and direct progress of the Work;
i. attend Owner's regularly scheduled Work progress meetings and fully advise the ODR of the Work status including schedule, costs, quality and changes;
j. assist Owner in obtaining building permits and obtain special permits for permanent improvements as required by law; and
k. shall coordinate, monitor and inspect the Work of subcontractors to ensure conformance with the drawings, specifications, other plans and with the terms of this Agreement.

6.6 Contractor shall identify every subcontractor it intends to use for the Work to the Owner in writing at least ten (10) days before entering into any subcontract. Contractor shall not use any subcontractor to which Owner has a reasonable objection. If Owner does not object to a particular subcontractor with said ten (10) days, such subcontract may be considered acceptable to Owner. Following Owner's acceptance of a subcontractor, that subcontractor shall not be changed without Owner's written consent, which shall not be unreasonably withheld.

6.7 Contractor's designated representative, which is set forth below Contractor's signature herein below, shall be responsible for the day-to-day management of the Work on behalf of Contractor. The designated representative shall be the Owner's primary contact during the Work and shall be available as required for the benefit of the Work and the Owner. The contractor's designated representative shall be authorized to act on behalf of and bind the Contractor in all matters related to the Work including, but not limited to, execution of Change Orders.

6.8 NO ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON THE WRITTEN ORDER OF THE OWNER, OR THE ODR.

6.9 Contractor shall promptly correct any defective Work at Contractor's sole expense, unless the Owner specifically agrees, in writing, to accept the Work.

6.10 Contractor shall maintain and deliver the close out documents that describe changes or deviations from the original drawings, specifications and plans that occurred during construction and that reflect the actual "As Built" conditions of the completed Work.

COMMISSIONING AND WARRANTY RESPONSIBILITIES

6.11 Contractor shall provide commissioning, starting and check-out services for the systems installed as a part of the Work prior to completion and acceptance. Operation manuals and instructions will be provided to the Owner, the systems will be demonstrated, and training provided to Williamson County's operators upon completion and prior to acceptance.

6.12 Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.

6.13 Contractor shall provide warranty services for the Work for a full **12 months** (30 months for Work involving mechanical services, if any) following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

ARTICLE 7 OWNER'S RESPONSIBILITIES

7.1 The Owner shall:

a. provide the general schedule for the Work provided Owner is of the opinion such schedule is necessary. The general schedule will set forth the Owner's plan for milestone dates and completion of the Work;
b. identify a person as its ODR who is authorized to act in the Owner's behalf with respect to the Work. The ODR shall examine the documents submitted by the Contractor and shall render decisions on behalf of the Owner to the extent allowed by Texas law;
c. at Owner's cost, will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys or other special consultants to develop such additional information as may be necessary for the design or construction of the Work;
d. furnish required information and services and shall render approvals and decisions as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Contractor's services and of the Work;
e. shall have the right to reject any defective Work. Should Contractor refuse or neglect to correct any such Work within a reasonable time after notice, Owner may have the Work corrected and recover all expenses incurred from Contractor on demand; and
f. Owner shall furnish to the Contractor a sufficient number of plans, drawings and specifications sets.

ARTICLE 8 INSURANCE AND INDEMNITY

8.1 Insurance. The Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner.

8.1.1 The Contractor shall provide and maintain, until the Work covered in this Agreement is completed and accepted by the Owner, 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 Owner.

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	

e. Builder's Risk Insurance
(*all risks*)

An all risks policy shall be in the amount equal at all times to 100% of the Contract Sum. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name his Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

1. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

2. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions.

However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions., in this Agreement. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

f. Umbrella coverage in the amount of not less than $1,000,000.

8.1.2 The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for this Work.

8.1.3 Policies must include the following clauses, as applicable.

a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to Williamson County."
b. "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by Williamson County for liability arising out of operations under the Agreement with Williamson County."
c. "Williamson County, it officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under Agreement with the Owner." This is not applicable to the workers' compensation policy.
d. "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of Williamson County."

8.1.4 Workers' Compensation Insurance Coverage:

In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers' compensation insurance coverage for all employees providing services on a building or construction project for a governmental entity.

a. Definitions:

(1) Certificate of Coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the Duration of the Work.

(2) Duration of the Work - includes the time from the beginning of the Work until the Work has been completed and accepted by the Owner.

(3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(4) Persons providing services relating to the Work ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform the Work, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner operators, employees of any such entity, or employees of any entity which furnishes persons to provide services in relation to the Work. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Work, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

b. The Contractor shall provide Coverage, based on proper reporting of classification codes and payroll amounts and filing of any Coverage agreements, which meets the statutory requirements of Texas labor Code, §401.011(44) for all employees of the Contractor providing services in relation to the Work, for the Duration of the Work.

c. The Contractor must provide a Certificate of Coverage to the Owner prior to or contemporaneously with the execution of this Agreement.

d. If the Coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Work, the Contractor must, prior to the end of the Coverage period, file a new Certificate of Coverage with the Owner showing that Coverage has been extended.

e. The Contractor shall obtain from each person providing services in relation to the Work, and provide to the Owner:

(1) a Certificate of Coverage, prior to that person beginning any of the Work, so the Owner will have on file Certificates of Coverage showing Coverage for all persons providing services in relation to the Work; and

(2) no later than seven days after receipt by the Contractor, a new Certificate of Coverage showing extension of Coverage, if the Coverage period shown on the current Certificate of Coverage ends during the Duration of the Work.

f. The Contractor shall retain all required Certificates of Coverage for the Duration of the Work and for one year thereafter.

g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of Coverage of any person providing services in relation to the Work.

h. The Contractor shall post on the Work site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services in relation to the Work that they are required to be covered, and stating how a person may verify Coverage and report lack of Coverage.

i. By signing this Agreement or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services in relation to the Work and all persons providing services in relation to the Work will be covered by workers' compensation coverage for the Duration of the Work, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self insured, with the commission's Division of Self-

Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

j. The Contractor's failure to comply with any of these provisions is a breach of Agreement by the Contractor which entitles the Owner to declare the Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.5 The furnishing of the above listed insurance coverage must be tendered prior to execution of the Agreement, and in no event later than ten (10) calendar days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

8.1.6 The Contractor shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.7 The Owner reserves the right to review the insurance requirements set forth in this Article during the effective period of the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

8.1.8 The Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

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

8.1.10 The Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with each and every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement under this Article 8 just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement of this Article 8 shall mean and include each person or entity with whom Contractor contracts to provide

services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.2 INDEMNITY.

8.2.1 INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE CONTRACTOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. CONTRACTOR HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE COMPARATIVE OR CONCURRENT NEGLIGENCE 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.

8.2.2 INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND

OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF CONTRACTOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN PART BY A PARTY INDEMNIFIED HEREUNDER.

8.3 Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising Williamson County, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

ARTICLE 9 BONDS

9.1 Performance Bond. Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law.

9.2 Payment Bond. Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law.

9.3 Warranty Bond. Upon execution of this Agreement, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in Bid Documents and this Agreement.

ARTICLE 10 TERMINATION

10.1 Termination for Cause. If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct

the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

10.2 Termination for Convenience. The Owner may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Contractor. In the event of such termination, it is understood and agreed that only the amounts due to Contractor for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Owner's termination of this Agreement for convenience.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 Interest and Late Payments. Except as otherwise specifically set forth herein, Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

11.2 Assignment; Successors and Assigns. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

11.3 Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

11.4 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County where the Work site is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the project in which the Owner is a party.

11.5 Waivers. No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.

11.6 Interpretation. In the event of any dispute over the meaning or application of any provision of the Contract Documents, the Contract Documents shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of the Contract Documents.

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

11.8 Appointment. Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.

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

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

11.11 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 Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner 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.

11.12 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

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

11.14 Sales and Use Tax Exemption. Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended.

11.15 Texas Public Information Act. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Owner, 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 information or data furnished to Owner whether or not the same are available to the public. It is further understood that Owner, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Owner, its officers and employees shall have no liability or obligation to Contractor for the disclosure to the public, or to any person or persons, of any software or a part thereof, or other items or data furnished to Owner by Contractor in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

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

11.17 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.

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

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

11.20 Appropriation of Funds by Owner. Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Contractor understands and agrees that the Owner's payment of amounts under this Agreement is contingent on the Owner receiving

appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

11.21 Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

11.22 Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

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

OWNER:

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

By: _____

Printed Name: _____

Title: _____

Date: _____

CONTRACTOR:

By: _____

Printed Name: Corey Clark

Title: VP

Date: 4/7/25

Party Representatives

Owner's Designated Representative ("ODR"):

_____
_____
_____

Phone _____
Fax _____

Contractor's Designated Representative:

Cody Clark
_____
_____

Phone 210-661-6785
Fax 210-610-0889

March 24, 2025

Ms. Joy Simonton
Director/Purchasing Agent
Williamson County Purchasing Department
100 Wilco Way
Georgetown, Texas 78626

Subject: Recommendation for Cul-de-Sac and Straight Section – Fog Seal Spring 2025 – Bid #25IFB25

The bids for the subject-referenced project have been reviewed, and the apparent low bid (Clark Construction of Texas, Inc.) was found to be responsive, mathematically correct, and materially balanced. Following is a summary of the bid totals:

1. Clark Construction of Texas, Inc.- $445,600.00
2. American Road Maintenance - $451,160.00
3. Alpha Paving Industries - $453,552.00
4. Innovative Roadway Solutions, LLC - $459,134.40

The Contractor's low base bid is $50,609.00 below the Engineer's Estimate, a cost decrease of 10.2%.

In addition to meeting the bid qualifications, Clark Construction of Texas, Inc. has performed similar work on other projects and received positive references from those contacted. Based on the low bid of $445,600.00 and the previous work experience, I recommend to the Williamson County Commissioners Court that they award Clark Construction of Texas, Inc. the contract for the Cul-de-Sac and Straight Section – Fog Seal Spring 2025 project.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

Matt Williamson

Matt Williamson, P.E.
Director of Road & Bridge

	Clark Construction of Texas, Inc.

Bid Form

Cul-de-Sac and Straight Section - Fog Seal Spring 2025

Williamson County - Texas

ITEM	NO.	DESCRIPTION	UNIT	Estimated Quantity	Unit Price	Cost
3028	6002	FRICTIONAL ASPH SURF PRESERV TRTMT	SY	71,120	$ 5.00	$ 355,600.00
500	6001	MOBILIZATION	LS	1	$ 60,000.00	$ 60,000.00
502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	1	$ 30,000.00	$ 30,000.00
					PROJECT TOTAL	$ 445,600.00

	Innovative Roadway Solutions, LLC.					
Bid Form						
Cul-de-Sac and Straight Section - Fog Seal Spring 2025						
Williamson County - Texas						
ITEM	**NO.**	**DESCRIPTION**	**UNIT**	**Estimated Quantity**	**Unit Price**	**Cost**
3028	6002	FRICTIONAL ASPH SURF PRESERV TRTMT	SY	71,120	**$ 5.12**	**$ 364,134.40**
500	6001	MOBILIZATION	LS	1	**$ 45,000.00**	**$ 45,000.00**
502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	1	**$ 50,000.00**	**$ 50,000.00**
					PROJECT TOTAL	**$ 459,134.40**

	Clark Construction of Texas, Inc.					
Bid Form						
Cul-de-Sac and Straight Section - Fog Seal Spring 2025						
Williamson County - Texas						
ITEM	**NO.**	**DESCRIPTION**	**UNIT**	**Estimated Quantity**	**Unit Price**	**Cost**
3028	6002	FRICTIONAL ASPH SURF PRESERV TRTMT	SY	71,120	**$ 5.00**	**$ 355,600.00**
500	6001	MOBILIZATION	LS	1	**$ 60,000.00**	**$ 60,000.00**
502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	1	**$ 30,000.00**	**$ 30,000.00**
					PROJECT TOTAL	**$ 445,600.00**

	American Road Maintenance					
Bid Form						
Cul-de-Sac and Straight Section - Fog Seal Spring 2025						
Williamson County - Texas						
ITEM	**NO.**	**DESCRIPTION**	**UNIT**	**Estimated Quantity**	**Unit Price**	**Cost**
3028	6002	FRICTIONAL ASPH SURF PRESERV TRTMT	SY	71,120	**$ 5.50**	**$ 391,160.00**
500	6001	MOBILIZATION	LS	1	**$ 10,000.00**	**$ 10,000.00**
502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	1	**$ 50,000.00**	**$ 50,000.00**
					PROJECT TOTAL	**$ 451,160.00**

	Alpha Paving Industries					
Bid Form						
Cul-de-Sac and Straight Section - Fog Seal Spring 2025						
Williamson County - Texas						
ITEM	**NO.**	**DESCRIPTION**	**UNIT**	**Estimated Quantity**	**Unit Price**	**Cost**
3028	6002	FRICTIONAL ASPH SURF PRESERV TRTMT	SY	71,120	**$ 5.85**	**$ 416,052.00**
500	6001	MOBILIZATION	LS	1	**$ 17,500.00**	**$ 17,500.00**
502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	1	**$ 20,000.00**	**$ 20,000.00**
					PROJECT TOTAL	**$ 453,552.00**

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1287248

Date Filed:
03/26/2025

Date Acknowledged:
04/08/2025

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

Clark Construction of Texas, Inc.
San Antonio, TX United States

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

Williamson County

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

25IFB25
Cul-de-Sac and Straight Section Fog Seal Spring 2025

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Clark, Chad	San Antonio, TX United States	X	
Clark, Corey	San Antonio, TX United States	X	
Clark, David	San Antonio, TX United States	X	
Clark, Cody	San Antonio, TX United States	X	
Clark, Colton	San Antonio, TX United States	X	
Clark, Ciara	San Antonio, 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:
2025-1287248

Date Filed:
03/26/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Clark Construction of Texas, Inc.
San Antonio, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
25IFB25
Cul-de-Sac and Straight Section Fog Seal Spring 2025

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Clark, Chad	San Antonio, TX United States	X	
Clark, Corey	San Antonio, TX United States	X	
Clark, David	San Antonio, TX United States	X	
Clark, Cody	San Antonio, TX United States	X	
Clark, Colton	San Antonio, TX United States	X	
Clark, Ciara	San Antonio, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Corey Clark, and my date of birth is [redacted].

My address is [redacted] (street), [redacted] (city), TX (state), 78219 (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 26th day of March (month), 2025 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **76.**

Meeting Date: 04/15/2025

Award of IFB #25IFB28 for Ronald Reagan at Via De Sienna Traffic Signal Installation with Traffic Control Devices, LLC dba Florida Traffic Control Devices, Inc. for Road and Bridge Department

Submitted For: Joy Simonton **Submitted By:** Fernando Ramirez, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding IFB #25IFB28 Ronald Reagan at Via De Sienna Traffic Signal Installation to Traffic Control Devices, LLC dba Florida Traffic Control Devices, Inc., in the not-to-exceed amount of $480,187.21, and authorize execution of the agreement, the funding source is P692.

Background

Williamson County sent out seven thousand six hundred forty-three (643) notifications with forty-six (46) document takers and received six (6) vendor submissions that were reviewed, and the apparent low bid, Traffic Control Devices, LLC dba Florida Traffic Control Devices, Inc. was found to be responsive and materially balanced. This vendor has performed similar work on other projects and received positive references from those contacted. It is recommended to the Williamson County Commissioners Court that they award Traffic Control Devices, LLC dba Florida Traffic Control Devices, Inc. the contract for the Ronald Reagan at Via De Sienna Traffic Signal Installation project. The funding source is P692 and Jenifer Favreau is the point of contact.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Recommendation Letter

Bid Tabulation

All submissions tab

Form 1295

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/10/2025 10:28 AM
County Judge Exec Asst.	Andrea Schiele	04/10/2025 10:46 AM
Form Started By: Fernando Ramirez		Started On: 04/08/2025 04:10 PM
Final Approval Date: 04/10/2025		

Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and **Traffic Control Devices, LLC dba Florida Traffic Control Devices, Inc.** ("Contractor") is entered into in accordance with the following terms and conditions:

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor to provide the construction services described herein. The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the following described construction services, or any phase of such services, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work"):

As described in the IFB Solicitation # 25IFB28, Ronald Reagan at Via De Sienna Traffic Signal Installation; including the specifications set forth therein, which is incorporated herein as if copied in full.

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the not-to-exceed amount of **four hundred eighty thousand one hundred eighty-seven dollars and twenty-one cents ($480,187.21),** in accordance with the terms and conditions of this Agreement.

ARTICLE 3 PLANS AND SPECIFICATIONS: The Work shall be performed pursuant to and in accordance with the following described plans and specifications, as well as any revisions made thereto:

As described in the IFB Solicitation 25IFB28, Ronald Reagan at Via De Sienna Traffic Signal Installation; including the specifications set forth therein, which is incorporated herein as if copied in full.

Additional Work: Should Owner choose to add additional work, such additional work shall be described in a separate written amendment to this Agreement wherein the additional work shall be described, and the parties shall set forth the amount of compensation to be paid by Owner for the additional work. Contractor shall not begin any additional work and Owner shall not be obligated to pay for any additional work unless a written amendment to this Agreement has been signed by both parties.

ARTICLE 4 SUBSTANTIAL AND FINAL COMPLETION:

4.1 Commencement of Work. Contractor shall commence the Work upon instruction to do so from the Owner and Construction shall be deemed to have commenced on the date of such instruction.

4.2 Substantial Completion. "Substantial Completion" means the stage in the progress of the Work when the Work, or designated portions thereof, may still require minor modifications or adjustments but, in the Owner's opinion, the Work has progressed to the point such that all parts of the Work under consideration are fully operational and usable for intended purposes, as evidenced by a Certificate of Substantial Completion approved by the Owner. If a Certificate of Occupancy is required by public authorities having jurisdiction over the Work, said certificate shall be issued before the Work or any portion thereof is considered substantially complete. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify Owner's Designated Representative (sometimes referred to as the "ODR") and request a determination as to whether the Work or designated portion thereof is substantially complete. If the ODR does not consider the Work substantially complete, the ODR will notify the Contractor giving reasons, therefore. Failure on the Owner's part to list a reason does not alter the responsibility of the Contractor to complete all Work in accordance with the terms of this Agreement. After satisfactorily completing items identified by Owner's Designated Representative, the Contractor shall then submit another request for the ODR to determine Substantial Completion. If The ODR considers the Work substantially complete, The ODR will prepare and deliver a certificate of Substantial Completion which shall establish the date of Substantial Completion, shall include a punch list of items to be completed or corrected before final completion and final payment, shall establish the time within which the Contractor shall finish the punch list, and shall establish responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, warranty and insurance. Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the terms and conditions of this Agreement. The certificate of Substantial Completion shall be signed by the Owner and the Contractor to evidence acceptance of the responsibilities assigned to them in such certificate.

Substantial Completion (as defined in this agreement) for all stages of the Work shall be achieved on or before the following Substantial Completion date:

DATE FOR SUBSTANTIAL COMPLETION: **170 days**

Under no circumstances will the time for Substantial Completion exceed this date without a written amendment to this Agreement. **THE TIMES SET FORTH IN THE CONSTRUCTION DOCUMENTS ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT. TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THIS AGREEMENT.**

4.3 Final Completion. The Work shall be fully and finally completed **on or before** **190 days**; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Owner shall, at its sole discretion, determine when the Work has been fully and finally completed to its satisfaction.

4.4 Liquidated Damages. For each consecutive calendar day after the date of Substantial Completion that the Work is not Substantially Complete, the Owner may deduct the amount of **$500.00 per day** from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner's actual damages for late completion of

the Work would be impractical, unduly burdensome, and cause unnecessary delay and that the amount of daily liquidated damages set forth is reasonable.

ARTICLE 5 PAYMENT:

Contractor shall have a duty to submit to the ODR by the end of each month a statement showing the total value of the Work performed during such month. The statement shall also include the value of all sound materials delivered on the Work site and to be included in the Work and all partially completed Work, whether bid as a lump sum or a unit item, which in the opinion of the ODR is acceptable. The ODR shall examine and approve or modify and approve such statement. The Owner shall then pay the Contractor pursuant to Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"), as set forth in Article 11.1 of this Agreement, the total amount of the approved statement less all previous payments and all further sums that may by retained by the Owner under the terms of this Agreement or under the law. **Statements are not considered "received" until reviewed by the ODR and an approved statement is submitted to the Williamson County Auditor's Office; therefore, Contractor must ensure timely delivery of statements for review and processing.**

At any time following the completion of all Work, including all punch list items, cleanup, and the delivery of record documents, the Contractor shall submit a certified application for final payment, including all sums held as retainage if any, to the ODR for its review and approval. Contractor shall submit, prior to or with the application for final payment, final copies of all close out documents, including maintenance and operating instructions, guarantees and warranties, certificates, and all other items required by this Agreement. Contractor shall also submit consent of surety to final payment, an affidavit that all payrolls, bills for materials and equipment, subcontracted work and other indebtedness connected with the Work, except as specifically noted, have been paid or will be paid or otherwise satisfied within the period of time required by Chapter 2251, Texas Government Code. Contractor shall furnish documentation establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of claims arising out of the Agreement. Owner is entitled to rely upon this affidavit and the Contractor may not submit a claim on behalf of a subcontractor or vendor if that claim has not been noted as an exception in the affidavit.

Owner may deduct from the final payment all sums due from Contractor for any reason, Liquidated Damages and all other deductions authorized by this Agreement.

Final payment shall constitute a waiver of all claims by the Contractor except those specifically identified in writing and submitted to the ODR prior to the application for final payment. Provided, however, that the Work shall not be deemed fully performed by the Contractor and closed until the expiration of all warranty periods.

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

6.1 Contractor shall perform all services specifically allocated to it hereunder, as well as those services reasonably inferable and necessary for completion of the Work. The Contractor shall keep the Owner

informed of the progress and quality of the Work. Contractor agrees and acknowledges that Owner is entering into this Agreement in reliance on Contractor's represented expertise and ability to provide the Work described in this Agreement. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of Owner in accordance with Owner's requirements and procedures.

6.2 Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

6.3 Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

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

6.5 As part of Contractor obligation to coordinate the Work, Contract shall:

a. cooperate with the ODR and endeavor to further the interests of the Owner and the Work;
b. provide an on-site, full-time superintendent for the duration of the Work;
c. visit the Work site and inspect the existing facilities, systems and conditions to insure an accurate understanding of the existing conditions as required;
d. at Owner's request, attend public meetings and hearings concerning the development of the Work;
e. review all drawings, specifications, and other plans as they are developed by the Owner and/or its architect and advise Owner of any error, inconsistency or omission discovered in the drawings, specifications, and other plans;
f. review the drawings, specifications, and other plans for compliance with all applicable laws and code requirements;
g. advise Owner of any tests that should be performed;
h. organize and maintain a competent, full-time staff at the Work site with clearly defined lines of authority and communication as necessary to coordinate construction activities, monitor and direct progress of the Work;
i. attend Owner's regularly scheduled Work progress meetings and fully advise the ODR of the Work status including schedule, costs, quality and changes;
j. assist Owner in obtaining building permits and obtain special permits for permanent improvements as required by law; and

k. shall coordinate, monitor and inspect the Work of subcontractors to ensure conformance with the drawings, specifications, other plans and with the terms of this Agreement.

6.6 Contractor shall identify every subcontractor it intends to use for the Work to the Owner in writing at least ten (10) days before entering into any subcontract. Contractor shall not use any subcontractor to which Owner has a reasonable objection. If Owner does not object to a particular subcontractor with said ten (10) days, such subcontract may be considered acceptable to Owner. Following Owner's acceptance of a subcontractor, that subcontractor shall not be changed without Owner's written consent, which shall not be unreasonably withheld.

6.7 Contractor's designated representative, which is set forth below Contractor's signature herein below, shall be responsible for the day-to-day management of the Work on behalf of Contractor. The designated representative shall be the Owner's primary contact during the Work and shall be available as required for the benefit of the Work and the Owner. The contractor's designated representative shall be authorized to act on behalf of and bind the Contractor in all matters related to the Work including, but not limited to, execution of Change Orders.

6.8 NO ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON THE WRITTEN ORDER OF THE OWNER, OR THE ODR.

6.9 Contractor shall promptly correct any defective Work at Contractor's sole expense, unless the Owner specifically agrees, in writing, to accept the Work.

6.10 Contractor shall maintain and deliver the close out documents that describe changes or deviations from the original drawings, specifications and plans that occurred during construction and that reflect the actual "As Built" conditions of the completed Work.

COMMISSIONING AND WARRANTY RESPONSIBILITIES

6.11 Contractor shall provide commissioning, starting and check-out services for the systems installed as a part of the Work prior to completion and acceptance. Operation manuals and instructions will be provided to the Owner, the systems will be demonstrated, and training provided to Williamson County's operators upon completion and prior to acceptance.

6.12 Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.

6.13 Contractor shall provide warranty services for the Work for a full **12 months** (30 months for Work involving mechanical services, if any) following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

ARTICLE 7 OWNER'S RESPONSIBILITIES

7.1 The Owner shall:

a. provide the general schedule for the Work provided Owner is of the opinion such schedule is necessary. The general schedule will set forth the Owner's plan for milestone dates and completion of the Work;
b. identify a person as its ODR who is authorized to act in the Owner's behalf with respect to the Work. The ODR shall examine the documents submitted by the Contractor and shall render decisions on behalf of the Owner to the extent allowed by Texas law;
c. at Owner's cost, will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys or other special consultants to develop such additional information as may be necessary for the design or construction of the Work;
d. furnish required information and services and shall render approvals and decisions as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Contractor's services and of the Work;
e. shall have the right to reject any defective Work. Should Contractor refuse or neglect to correct any such Work within a reasonable time after notice, Owner may have the Work corrected and recover all expenses incurred from Contractor on demand; and
f. Owner shall furnish to the Contractor a sufficient number of plans, drawings and specifications sets.

ARTICLE 8 INSURANCE AND INDEMNITY

8.1 Insurance. The Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner.

8.1.1 The Contractor shall provide and maintain, until the Work covered in this Agreement is completed and accepted by the Owner, 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 Owner.

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	

e. Builder's Risk Insurance (*all risks*)

An all risks policy shall be in the amount equal at all times to 100% of the Contract Sum. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name his Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

1. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

2. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage

by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions., in this Agreement. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

f. Umbrella coverage in the amount of not less than $1,000,000.

8.1.2 The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for this Work.

8.1.3 Policies must include the following clauses, as applicable.

a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to Williamson County."
b. "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by Williamson County for liability arising out of operations under the Agreement with Williamson County."
c. "Williamson County, it officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under Agreement with the Owner." This is not applicable to the workers' compensation policy.
d. "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of Williamson County."

8.1.4 Workers' Compensation Insurance Coverage:

In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers' compensation insurance coverage for all employees providing services on a building or construction project for a governmental entity.

a. Definitions:
(1) Certificate of Coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84),

showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the Duration of the Work.

(2) Duration of the Work - includes the time from the beginning of the Work until the Work has been completed and accepted by the Owner.

(3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(4) Persons providing services relating to the Work ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform the Work, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner operators, employees of any such entity, or employees of any entity which furnishes persons to provide services in relation to the Work. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Work, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

b. The Contractor shall provide Coverage, based on proper reporting of classification codes and payroll amounts and filing of any Coverage agreements, which meets the statutory requirements of Texas labor Code, §401.011(44) for all employees of the Contractor providing services in relation to the Work, for the Duration of the Work.

c. The Contractor must provide a Certificate of Coverage to the Owner prior to or contemporaneously with the execution of this Agreement.

d. If the Coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Work, the Contractor must, prior to the end of the Coverage period, file a new Certificate of Coverage with the Owner showing that Coverage has been extended.

e. The Contractor shall obtain from each person providing services in relation to the Work, and provide to the Owner:

(1) a Certificate of Coverage, prior to that person beginning any of the Work, so the Owner will have on file Certificates of Coverage showing Coverage for all persons providing services in relation to the Work; and

(2) no later than seven days after receipt by the Contractor, a new Certificate of Coverage showing extension of Coverage, if the Coverage period shown on the current Certificate of Coverage ends during the Duration of the Work.

f. The Contractor shall retain all required Certificates of Coverage for the Duration of the Work and for one year thereafter.

g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of Coverage of any person providing services in relation to the Work.

h. The Contractor shall post on the Work site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services in relation to the Work that they are required to be covered, and stating how a person may verify Coverage and report lack of Coverage.

i. By signing this Agreement or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services in relation to the Work and all persons providing services in

relation to the Work will be covered by workers' compensation coverage for the Duration of the Work, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

j. The Contractor's failure to comply with any of these provisions is a breach of Agreement by the Contractor which entitles the Owner to declare the Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.5 The furnishing of the above listed insurance coverage must be tendered prior to execution of the Agreement, and in no event later than ten (10) calendar days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

8.1.6 The Contractor shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.7 The Owner reserves the right to review the insurance requirements set forth in this Article during the effective period of the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

8.1.8 The Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

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

8.1.10 The Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with each and every insurance requirement that Contractor must comply with hereunder. More specifically, each person or

entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement under this Article 8 just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement of this Article 8 shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.2 INDEMNITY.

8.2.1 INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE CONTRACTOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. CONTRACTOR HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE 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.

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

8.3 Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising Williamson County, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

ARTICLE 9 BONDS

9.1 Performance Bond. Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law.

9.2 Payment Bond. Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law.

9.3 Warranty Bond. Upon execution of this Agreement, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in Bid Documents and this Agreement.

ARTICLE 10 TERMINATION

10.1 Termination for Cause. If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the

breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

10.2 Termination for Convenience. The Owner may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Contractor. In the event of such termination, it is understood and agreed that only the amounts due to Contractor for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Owner's termination of this Agreement for convenience.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 Interest and Late Payments. Except as otherwise specifically set forth herein, Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

11.2 Assignment; Successors and Assigns. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

11.3 Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

11.4 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County where the Work site is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the project in which the Owner is a party.

11.5 Waivers. No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or

condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.

11.6 Interpretation. In the event of any dispute over the meaning or application of any provision of the Contract Documents, the Contract Documents shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of the Contract Documents.

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

11.8 Appointment. Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.

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

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

11.11 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 Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner 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.

11.12 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

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

11.14 Sales and Use Tax Exemption. Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended.

11.15 Texas Public Information Act. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Owner, 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 information or data furnished to Owner whether or not the same are available to the public. It is further understood that Owner, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Owner, its officers and employees shall have no liability or obligation to Contractor for the disclosure to the public, or to any person or persons, of any software or a part thereof, or other items or data furnished to Owner by Contractor in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

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

11.17 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.

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

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

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

11.21 Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

11.22 Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

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

OWNER:

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

By: _____

Printed Name: _____

Title: _____

Date: _____

CONTRACTOR:

Traffic Control Devices, LLC dba Florida
Traffic Control Devices, Inc.

By: George Hamil

Printed Name: George Hamil

Title: Vice President

Date: 4/8/2025

Party Representatives

Owner's Designated Representative ("ODR"):

_____
_____
_____

Phone _____
Fax _____

Contractor's Designated Representative:

Warren Herrington, Florida Traffic Control Devices, Inc
P.O. Box 890028
Houston, TX 77289-0028

Phone 281.992.3030
Fax 281.992.3113

April 2, 2025

Ms. Joy Simonton
Director/Purchasing Agent
Williamson County Purchasing Department
100 Wilco Way
Georgetown, Texas 78626

Subject: Recommendation for Ronald Reagan at Via De Sienna Traffic Signal Installation – Bid #25IFB28

The bids for the subject-referenced project have been reviewed, and the apparent low bid (Traffic Control Devices, LLC dba Florida Traffic Control Devices, Inc.) was found to be responsive, mathematically correct, and materially balanced. Following is a summary of the bid totals:

1.	Traffic Control Devices, LLC dba Florida Traffic Control Devices, Inc.	$480,187.21
2.	Austin Traffic Signal Construction Co, Inc.	$534,558.00
3.	E-Z Bel Construction LLC	$584,218.50
4.	EARTC/EAR Telecommunications LLC	$590,500.75
5.	Bean Electrical Inc	$639,937.80

The Contractor's low base bid is $170,837.79 below the Engineer's Estimate, a cost decrease of 26.24%.

In addition to meeting the bid qualifications, Traffic Control Devices, LLC dba Florida Traffic Control Devices, Inc. has performed similar work on other projects and received positive references from those contacted. Based on the low bid of $480,187.21 and the previous work experience, I recommend to the Williamson County Commissioners Court that they award Traffic Control Devices, LLC dba Florida Traffic Control Devices, Inc. the contract for the Ronald Reagan at Via De Sienna Traffic Signal Installation project.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

Matt Williamson

Matt Williamson, P.E.
Director of Road & Bridge

Contractor Name: Traffic Control Devices, LLC. dba Florida Traffic Control Devices, Inc.

BID FORM

INTERSECTION IMPROVEMENTS

RONALD REAGAN BOULEVARD AT BAR W RANCH BOULEVARD/VIA DE SIENNA BOULEVARD

WILLIAMSON COUNTY, TEXAS

ITEM	NO	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	COST TOTAL
104	6036	REMOVING CONC (SIDEWALK OR RAMP)	SY	31	$223.29	$6,921.99
416	6034	DRILL SHAFT (TRF SIG POLE) (48 IN)	LF	44	$596.06	$26,226.64
479	6008	ADJUSTING MANHOLES (WATER METER)	EA	1	$297.69	$297.69
500	6001	MOBILIZATION	LS	1	$46,751.51	$46,751.51
502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	2	$714.45	$1,428.90
506	6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	925	$14.72	$13,616.00
506	6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	925	$5.00	$4,625.00
506	6041	BIODEG EROSN CONT LOGS (INSTL) (12")	LF	100	$76.55	$7,655.00
506	6043	BIODEG EROSN CONT LOGS (REMOVE)	LF	100	$40.54	$4,054.00
531	6002	CONC SIDEWALKS (5")	SY	69	$175.62	$12,117.78
531	6010	CURB RAMPS (TY 7)	EA	3	$3,198.40	$9,595.20
531	6030	CURB RAMPS (TY 21)	EA	1	$4,250.52	$4,250.52
618	6023	CONDT (PVC) (SCH 40) (2")	LF	400	$12.41	$4,964.00
618	6029	CONDT (PVC) (SCH 40) (3")	LF	240	$16.26	$3,902.40
618	6030	CONDT (PVC) (SCH 40) (3") (BORE)	LF	1755	$22.16	$38,890.80
620	6008	ELEC CONDR (NO.8) INSULATED	LF	4105	$1.83	$7,512.15
620	6010	ELEC CONDR (NO.6) INSULATED	LF	375	$2.21	$828.75
624	6010	GROUND BOX TY D (162922)W/APRON	EA	8	$1,954.78	$15,638.24
628	6166	ELC SRV TY D 120/240 070(NS)AL(E)SP(U)	EA	1	$6,117.39	$6,117.39
644	6060	IN SM RD SN SUP&AM TYTWT(1)WS(P)	EA	3	$1,174.05	$3,522.15
644	6076	REMOVE SM RD SN SUP&AM	EA	4	$210.44	$841.76
666	6006	REFL PAV MRK TY I (W)4"(DOT)(100MIL)	LF	33	$3.57	$117.81
666	6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	234	$14.29	$3,343.86
666	6167	REFL PAV MRK TY II (W) 4" (BRK)	LF	30	$1.79	$53.70
666	6168	REFL PAV MRK TY II (W) 4" (DOT)	LF	33	$1.79	$59.07
666	6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	22	$1.79	$39.38
666	6182	REFL PAV MRK TY II (W) 24" (SLD)	LF	234	$4.76	$1,113.84
666	6300	RE PM W/RET REQ TY I (W)4"(BRK)(100MIL)	LF	30	$5.95	$178.50
666	6303	RE PM W/RET REQ TY I (W)4"(SLD)(100MIL)	LF	22	$5.95	$130.90
672	6010	REFL PAV MRKR TY II-C-R	EA	22	$14.29	$314.38
677	6001	ELIM EXT PAV MRK & MRKS (4")	LF	681	$1.49	$1,014.69
677	6003	ELIM EXT PAV MRK & MRKS (8")	LF	384	$2.98	$1,144.32
677	6007	ELIM EXT PAV MRK & MRKS (24")	LF	82	$4.17	$341.94
678	6001	PAV SURF PREP FOR MRK (4")	LF	85	$1.19	$101.15
678	6008	PAV SURF PREP FOR MRK (24")	LF	234	$3.57	$835.38
680	6003	INSTALL HWY TRF SIG (SYSTEM)	EA	1	$38,708.62	$38,708.62
682	6001	VEH SIG SEC (12")LED(GRN)	EA	8	$335.39	$2,683.12
682	6002	VEH SIG SEC (12")LED(GRN ARW)	EA	7	$335.39	$2,347.73
682	6003	VEH SIG SEC (12")LED(YEL)	EA	8	$335.39	$2,683.12
682	6004	VEH SIG SEC (12")LED(YEL ARW)	EA	8	$335.39	$2,683.12
682	6005	VEH SIG SEC (12")LED(RED)	EA	8	$335.39	$2,683.12
682	6006	VEH SIG SEC (12")LED(RED ARW)	EA	5	$335.39	$1,676.95
682	6018	PED SIG SEC (LED)(COUNTDOWN)	EA	6	$703.93	$4,223.58
682	6054	BACKPLATE W/REF BRDR(3 SEC)(VENT)ALUM	EA	10	$286.63	$2,866.30
682	6055	BACKPLATE W/REF BRDR(4 SEC)(VENT)ALUM	EA	1	$301.26	$301.26
682	6056	BACKPLATE W/REF BRDR(5 SEC)(VENT)ALUM	EA	2	$309.14	$618.28
684	6007	TRF SIG CBL (TY A)(12 AWG)(2 CONDR)	LF	2385	$1.49	$3,553.65
684	6031	TRF SIG CBL (TY A)(14 AWG)(5 CONDR)	LF	3220	$2.15	$6,923.00
684	6033	TRF SIG CBL (TY A)(14 AWG)(7 CONDR)	LF	2935	$2.89	$8,482.15
686	6195	INS TRF SIG PL AM(S)2 ARM(50-44')LUM	EA	1	$42,599.47	$42,599.47
686	6223	INS TRF SIG PL AM(S)2 ARM(55-44')LUM	EA	1	$43,836.00	$43,836.00
687	6001	PED POLE ASSEMBLY	EA	5	$3,885.02	$19,425.10
688	6001	PED DETECT PUSH BUTTON (APS)	EA	6	$891.70	$5,350.20
688	6003	PED DETECTOR CONTROLLER UNIT	EA	1	$3,583.26	$3,583.26
6001	6002	PORTABLE CHANGEABLE MESSAGE SIGN	EA	4	$171.08	$684.32
6004	6031	ITS COM CBL (ETHERNET CAT5)	LF	2000	$1.58	$3,160.00
6010	6002	CCTV FIELD EQUIPMENT (DIGITAL)	EA	1	$4,724.33	$4,724.33
6010	6003	CCTV FIELD CONTROLLER	EA	1	$2,490.15	$2,490.15
6010	6004	CCTV MOUNT (POLE)	EA	1	$539.52	$539.52
6054	6001	SPREAD SPECTRUM RADIO	EA	1	$4,037.49	$4,037.49
6185	6002	TMA (STATIONARY)	DAY	4	$171.08	$684.32
6185	6005	TMA (MOBILE OPERATION)	DAY	2	$171.08	$342.16
6292	6003	RVDS(PRESENCE AND ADVANCE DET)	EA	2	$7,457.08	$14,914.16
6306	6001	VIVDS PROSR SYS	EA	1	$19,977.03	$19,977.03
6306	6002	VIVDS CAM ASSY FXD LNS	EA	2	$2,119.65	$4,239.30
6306	6005	VIVDS CNTRL SOFTWARE	EA	1	$619.61	$619.61
					TOTAL	$480,187.21

Contractor Name: AUSTIN TRAFFIC SIGNAL CONSTRUCTION CO., INC 3-4-2025

BID FORM

INTERSECTION IMPROVEMENTS
RONALD REAGAN BOULEVARD AT BAR W RANCH BOULEVARD / VIA DE SIENNA BOULEVARD
WILLIAMSON COUNTY, TEXAS

ITEM	NO	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	COST TOTAL
104	6036	REMOVING CONC (SIDEWALK OR RAMP)	SY	31	$150.00	$ 4,650.00
416	6034	DRILL SHAFT (TRF SIG POLE) (48 IN)	LF	44	$680.00	$ 29,920.00
479	6008	ADJUSTING MANHOLES (WATER METER)	EA	1	$1,500.00	$ 1,500.00
500	6001	MOBILIZATION	LS	1	$33,000.00	$ 33,000.00
502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	2	$7,500.00	$ 15,000.00
506	6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	925	$6.00	$ 5,550.00
506	6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	925	$3.00	$ 2,775.00
506	6041	BIODEG EROSN CONT LOGS (INSTL) (12")	LF	100	$24.00	$ 2,400.00
506	6043	BIODEG EROSN CONT LOGS (REMOVE)	LF	100	$12.00	$ 1,200.00
531	6002	CONC SIDEWALKS (5")	SY	69	$190.00	$ 13,110.00
531	6010	CURB RAMPS (TY 7)	EA	3	$8,500.00	$ 25,500.00
531	6030	CURB RAMPS (TY 21)	EA	1	$9,500.00	$ 9,500.00
618	6023	CONDT (PVC) (SCH 40) (2")	LF	400	$19.00	$ 7,600.00
618	6029	CONDT (PVC) (SCH 40) (3")	LF	240	$23.00	$ 5,520.00
618	6030	CONDT (PVC) (SCH 40) (3") (BORE)	LF	1755	$42.00	$ 73,710.00
620	6008	ELEC CONDR (NO.8) INSULATED	LF	4105	$2.00	$ 8,210.00
620	6010	ELEC CONDR (NO.6) INSULATED	LF	375	$3.00	$ 1,125.00
624	6010	GROUND BOX TY D (162922)W/APRON	EA	8	$2,400.00	$ 19,200.00
628	6166	ELC SRV TY D 120/240 070(NS)AL(E)SP(U)	EA	1	$6,500.00	$ 6,500.00
644	6060	IN SM RD SN SUP&AM TYTWT(1)WS(P)	EA	3	$1,250.00	$ 3,750.00
644	6076	REMOVE SM RD SN SUP&AM	EA	4	$500.00	$ 2,000.00
666	6006	REFL PAV MRK TY I (W)4"(DOT)(100MIL)	LF	33	$30.00	$ 990.00
666	6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	234	$36.00	$ 8,424.00
666	6167	REFL PAV MRK TY II (W) 4" (BRK)	LF	30	$6.00	$ 180.00
666	6168	REFL PAV MRK TY II (W) 4" (DOT)	LF	33	$6.00	$ 198.00
666	6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	22	$6.00	$ 132.00
666	6182	REFL PAV MRK TY II (W) 24" (SLD)	LF	234	$9.00	$ 2,106.00
666	6300	RE PM W/RET REQ TY I (W)4"(BRK)(100MIL)	LF	30	$30.00	$ 900.00
666	6303	RE PM W/RET REQ TY I (W)4"(SLD)(100MIL)	LF	22	$30.00	$ 660.00
672	6010	REFL PAV MRKR TY II-C-R	EA	22	$36.00	$ 792.00
677	6001	ELIM EXT PAV MRK & MRKS (4")	LF	681	$3.00	$ 2,043.00
677	6003	ELIM EXT PAV MRK & MRKS (8")	LF	384	$6.00	$ 2,304.00
677	6007	ELIM EXT PAV MRK & MRKS (24")	LF	82	$18.00	$ 1,476.00
678	6001	PAV SURF PREP FOR MRK (4")	LF	85	$1.00	$ 85.00
678	6008	PAV SURF PREP FOR MRK (24")	LF	234	$2.00	$ 468.00
680	6003	INSTALL HWY TRF SIG (SYSTEM)	EA	1	$15,000.00	$ 15,000.00
682	6001	VEH SIG SEC (12")LED(GRN)	EA	8	$400.00	$ 3,200.00
682	6002	VEH SIG SEC (12")LED(GRN ARW)	EA	7	$400.00	$ 2,800.00
682	6003	VEH SIG SEC (12")LED(YEL)	EA	8	$400.00	$ 3,200.00
682	6004	VEH SIG SEC (12")LED(YEL ARW)	EA	8	$400.00	$ 3,200.00
682	6005	VEH SIG SEC (12")LED(RED)	EA	8	$400.00	$ 3,200.00
682	6006	VEH SIG SEC (12")LED(RED ARW)	EA	5	$400.00	$ 2,000.00
682	6018	PED SIG SEC (LED)(COUNTDOWN)	EA	6	$650.00	$ 3,900.00
682	6054	BACKPLATE W/REF BRDR(3 SEC)(VENT)ALUM	EA	10	$150.00	$ 1,500.00
682	6055	BACKPLATE W/REF BRDR(4 SEC)(VENT)ALUM	EA	1	$225.00	$ 225.00
682	6056	BACKPLATE W/REF BRDR(5 SEC)(VENT)ALUM	EA	2	$250.00	$ 500.00
684	6007	TRF SIG CBL (TY A)(12 AWG)(2 CONDR)	LF	2385	$2.00	$ 4,770.00
684	6031	TRF SIG CBL (TY A)(14 AWG)(5 CONDR)	LF	3220	$3.00	$ 9,660.00
684	6033	TRF SIG CBL (TY A)(14 AWG)(7 CONDR)	LF	2935	$5.00	$ 14,675.00
686	6195	INS TRF SIG PL AM(S)2 ARM(50-44')LUM	EA	1	$44,000.00	$ 44,000.00
686	6223	INS TRF SIG PL AM(S)2 ARM(55-44')LUM	EA	1	$45,000.00	$ 45,000.00
687	6001	PED POLE ASSEMBLY	EA	5	$2,200.00	$ 11,000.00
688	6001	PED DETECT PUSH BUTTON (APS)	EA	6	$850.00	$ 5,100.00
688	6003	PED DETECTOR CONTROLLER UNIT	EA	1	$3,500.00	$ 3,500.00
6001	6002	PORTABLE CHANGEABLE MESSAGE SIGN	EA	4	$2,000.00	$ 8,000.00
6004	6031	ITS COM CBL (ETHERNET CAT5)	LF	2000	$3.00	$ 6,000.00
6010	6002	CCTV FIELD EQUIPMENT (DIGITAL)	EA	1	$3,000.00	$ 3,000.00
6010	6003	CCTV FIELD CONTROLLER	EA	1	$1,250.00	$ 1,250.00
6010	6004	CCTV MOUNT (POLE)	EA	1	$750.00	$ 750.00
6054	6001	SPREAD SPECTRUM RADIO	EA	1	$3,500.00	$ 3,500.00
6185	6002	TMA (STATIONARY)	DAY	4	$400.00	$ 1,600.00
6185	6005	TMA (MOBILE OPERATION)	DAY	2	$400.00	$ 800.00
6292	6003	RVDS(PRESENCE AND ADVANCE DET)	EA	2	$9,500.00	$ 19,000.00
6306	6001	VIVDS PROSR SYS	EA	1	$11,000.00	$ 11,000.00
6306	6002	VIVDS CAM ASSY FXD LNS	EA	2	$5,000.00	$ 10,000.00
6306	6005	VIVDS CNTRL SOFTWARE	EA	1	$750.00	$ 750.00
					TOTAL	**$ 534,558.00**

Contractor Name: **Bean Electrical Inc**

BID FORM
INTERSECTION IMPROVEMENTS
RONALD REAGAN BOULEVARD AT BAR W RANCH BOULEVARD / VIA DE SIENNA BOULEVARD
WILLIAMSON COUNTY, TEXAS

ITEM	NO	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	COST TOTAL
104	6036	REMOVING CONC (SIDEWALK OR RAMP)	SY	31	$19.00	$ 589.00
416	6034	DRILL SHAFT (TRF SIG POLE) (48 IN)	LF	44	$866.00	$ 38,104.00
479	6008	ADJUSTING MANHOLES (WATER METER)	EA	1	$386.00	$ 386.00
500	6001	MOBILIZATION	LS	1	$30,473.00	$ 30,473.00
502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	2	$4,994.00	$ 9,988.00
506	6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	925	$17.00	$ 15,725.00
506	6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	925	$7.00	$ 6,475.00
506	6041	BIODEG EROSN CONT LOGS (INSTL) (12")	LF	100	$17.00	$ 1,700.00
506	6043	BIODEG EROSN CONT LOGS (REMOVE)	LF	100	$7.00	$ 700.00
531	6002	CONC SIDEWALKS (5")	SY	69	$676.00	$ 46,644.00
531	6010	CURB RAMPS (TY 7)	EA	3	$6,833.00	$ 20,499.00
531	6030	CURB RAMPS (TY 21)	EA	1	$6,512.00	$ 6,512.00
618	6023	CONDT (PVC) (SCH 40) (2")	LF	400	$24.00	$ 9,600.00
618	6029	CONDT (PVC) (SCH 40) (3")	LF	240	$25.00	$ 6,000.00
618	6030	CONDT (PVC) (SCH 40) (3") (BORE)	LF	1755	$36.00	$ 63,180.00
620	6008	ELEC CONDR (NO.8) INSULATED	LF	4105	$1.40	$ 5,747.00
620	6010	ELEC CONDR (NO.6) INSULATED	LF	375	$1.80	$ 675.00
624	6010	GROUND BOX TY D (162922)W/APRON	EA	8	$2,472.00	$ 19,776.00
628	6166	ELC SRV TY D 120/240 070(NS)AL(E)SP(U)	EA	1	$10,307.00	$ 10,307.00
644	6060	IN SM RD SN SUP&AM TYTWT(1)WS(P)	EA	3	$1,651.00	$ 4,953.00
644	6076	REMOVE SM RD SN SUP&AM	EA	4	$97.00	$ 388.00
666	6006	REFL PAV MRK TY I (W)4"(DOT)(100MIL)	LF	33	$1.30	$ 42.90
666	6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	234	$12.00	$ 2,808.00
666	6167	REFL PAV MRK TY II (W) 4" (BRK)	LF	30	$1.30	$ 39.00
666	6168	REFL PAV MRK TY II (W) 4" (DOT)	LF	33	$1.30	$ 42.90
666	6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	22	$1.30	$ 28.60
666	6182	REFL PAV MRK TY II (W) 24" (SLD)	LF	234	$12.00	$ 2,808.00
666	6300	RE PM W/RET REQ TY I (W)4"(BRK)(100MIL)	LF	30	$1.30	$ 39.00
666	6303	RE PM W/RET REQ TY I (W)4"(SLD)(100MIL)	LF	22	$1.00	$ 22.00
672	6010	REFL PAV MRKR TY II-C-R	EA	22	$14.00	$ 308.00
677	6001	ELIM EXT PAV MRK & MRKS (4")	LF	681	$1.00	$ 681.00
677	6003	ELIM EXT PAV MRK & MRKS (8")	LF	384	$1.10	$ 422.40
677	6007	ELIM EXT PAV MRK & MRKS (24")	LF	82	$3.00	$ 246.00
678	6001	PAV SURF PREP FOR MRK (4")	LF	85	$0.50	$ 42.50
678	6008	PAV SURF PREP FOR MRK (24")	LF	234	$2.00	$ 468.00
680	6003	INSTALL HWY TRF SIG (SYSTEM)	EA	1	$49,994.00	$ 49,994.00
682	6001	VEH SIG SEC (12")LED(GRN)	EA	8	$324.00	$ 2,592.00
682	6002	VEH SIG SEC (12")LED(GRN ARW)	EA	7	$324.00	$ 2,268.00
682	6003	VEH SIG SEC (12")LED(YEL)	EA	8	$324.00	$ 2,592.00
682	6004	VEH SIG SEC (12")LED(YEL ARW)	EA	8	$324.00	$ 2,592.00
682	6005	VEH SIG SEC (12")LED(RED)	EA	8	$324.00	$ 2,592.00
682	6006	VEH SIG SEC (12")LED(RED ARW)	EA	5	$324.00	$ 1,620.00
682	6018	PED SIG SEC (LED)(COUNTDOWN)	EA	6	$659.00	$ 3,954.00
682	6054	BACKPLATE W/REF BRDR(3 SEC)(VENT)ALUM	EA	10	$196.00	$ 1,960.00
682	6055	BACKPLATE W/REF BRDR(4 SEC)(VENT)ALUM	EA	1	$269.00	$ 269.00
682	6056	BACKPLATE W/REF BRDR(5 SEC)(VENT)ALUM	EA	2	$277.00	$ 554.00
684	6007	TRF SIG CBL (TY A)(12 AWG)(2 CONDR)	LF	2385	$2.00	$ 4,770.00
684	6031	TRF SIG CBL (TY A)(14 AWG)(5 CONDR)	LF	3220	$2.40	$ 7,728.00
684	6033	TRF SIG CBL (TY A)(14 AWG)(7 CONDR)	LF	2935	$2.70	$ 7,924.50
686	6195	INS TRF SIG PL AM(S)2 ARM(50-44')LUM	EA	1	$59,524.00	$ 59,524.00
686	6223	INS TRF SIG PL AM(S)2 ARM(55-44')LUM	EA	1	$60,951.00	$ 60,951.00
687	6001	PED POLE ASSEMBLY	EA	5	$2,553.00	$ 12,765.00
688	6001	PED DETECT PUSH BUTTON (APS)	EA	6	$896.00	$ 5,376.00
688	6003	PED DETECTOR CONTROLLER UNIT	EA	1	$4,557.00	$ 4,557.00
6001	6002	PORTABLE CHANGEABLE MESSAGE SIGN	EA	4	$5,121.00	$ 20,484.00
6004	6031	ITS COM CBL (ETHERNET CAT5)	LF	2000	$1.70	$ 3,400.00
6010	6002	CCTV FIELD EQUIPMENT (DIGITAL)	EA	1	$5,376.00	$ 5,376.00
6010	6003	CCTV FIELD CONTROLLER	EA	1	$20,728.00	$ 20,728.00
6010	6004	CCTV MOUNT (POLE)	EA	1	$469.00	$ 469.00
6054	6001	SPREAD SPECTRUM RADIO	EA	1	$2,235.00	$ 2,235.00
6185	6002	TMA (STATIONARY)	DAY	4	$985.00	$ 3,940.00
6185	6005	TMA (MOBILE OPERATION)	DAY	2	$985.00	$ 1,970.00
6292	6003	RVDS(PRESENCE AND ADVANCE DET)	EA	2	$6,468.00	$ 12,936.00
6306	6001	VIVDS PROSR SYS	EA	1	$20,728.00	$ 20,728.00
6306	6002	VIVDS CAM ASSY FXD LNS	EA	2	$2,287.00	$ 4,574.00
6306	6005	VIVDS CNTRL SOFTWARE	EA	1	$2,096.00	$ 2,096.00
					TOTAL	$ 639,937.80

Contractor Name: E-Z Bel Construction, LLC

BID FORM
INTERSECTION IMPROVEMENTS
RONALD REAGAN BOULEVARD AT BAR W RANCH BOULEVARD / VIA DE SIENNA BOULEVARD
WILLIAMSON COUNTY, TEXAS

ITEM	NO	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	COST TOTAL
104	6036	REMOVING CONC (SIDEWALK OR RAMP)	SY	31	40.00	$ 1,240.00
416	6034	DRILL SHAFT (TRF SIG POLE) (48 IN)	LF	44	678.00	$ 29,832.00
479	6008	ADJUSTING MANHOLES (WATER METER)	EA	1	1,400.00	$ 1,400.00
500	6001	MOBILIZATION	LS	1	57,000.00	$ 57,000.00
502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	2	3,000.00	$ 6,000.00
506	6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	925	2.00	$ 1,850.00
506	6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	925	1.00	$ 925.00
506	6041	BIODEG EROSN CONT LOGS (INSTL) (12")	LF	100	3.00	$ 300.00
506	6043	BIODEG EROSN CONT LOGS (REMOVE)	LF	100	1.00	$ 100.00
531	6002	CONC SIDEWALKS (5")	SY	69	155.00	$ 10,695.00
531	6010	CURB RAMPS (TY 7)	EA	3	3,600.00	$ 10,800.00
531	6030	CURB RAMPS (TY 21)	EA	1	7,500.00	$ 7,500.00
618	6023	CONDT (PVC) (SCH 40) (2")	LF	400	35.00	$ 14,000.00
618	6029	CONDT (PVC) (SCH 40) (3")	LF	240	42.00	$ 10,080.00
618	6030	CONDT (PVC) (SCH 40) (3") (BORE)	LF	1755	45.00	$ 78,975.00
620	6008	ELEC CONDR (NO.8) INSULATED	LF	4105	3.00	$ 12,315.00
620	6010	ELEC CONDR (NO.6) INSULATED	LF	375	3.00	$ 1,125.00
624	6010	GROUND BOX TY D (162922)W/APRON	EA	8	1,800.00	$ 14,400.00
628	6166	ELC SRV TY D 120/240 070(NS)AL(E)SP(U)	EA	1	9,300.00	$ 9,300.00
644	6060	IN SM RD SN SUP&AM TYTWT(1)WS(P)	EA	3	1,000.00	$ 3,000.00
644	6076	REMOVE SM RD SN SUP&AM	EA	4	170.00	$ 680.00
666	6006	REFL PAV MRK TY I (W)4"(DOT)(100MIL)	LF	33	5.00	$ 165.00
666	6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	234	15.00	$ 3,510.00
666	6167	REFL PAV MRK TY II (W) 4" (BRK)	LF	30	5.00	$ 150.00
666	6168	REFL PAV MRK TY II (W) 4" (DOT)	LF	33	5.00	$ 165.00
666	6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	22	5.00	$ 110.00
666	6182	REFL PAV MRK TY II (W) 24" (SLD)	LF	234	7.00	$ 1,638.00
666	6300	RE PM W/RET REQ TY I (W)4"(BRK)(100MIL)	LF	30	15.00	$ 450.00
666	6303	RE PM W/RET REQ TY I (W)4"(SLD)(100MIL)	LF	22	15.00	$ 330.00
672	6010	REFL PAV MRKR TY II-C-R	EA	22	15.00	$ 330.00
677	6001	ELIM EXT PAV MRK & MRKS (4")	LF	681	2.00	$ 1,362.00
677	6003	ELIM EXT PAV MRK & MRKS (8")	LF	384	2.00	$ 768.00
677	6007	ELIM EXT PAV MRK & MRKS (24")	LF	82	5.00	$ 410.00
678	6001	PAV SURF PREP FOR MRK (4")	LF	85	0.50	$ 42.50
678	6008	PAV SURF PREP FOR MRK (24")	LF	234	1.00	$ 234.00
680	6003	INSTALL HWY TRF SIG (SYSTEM)	EA	1	45,000.00	$ 45,000.00
682	6001	VEH SIG SEC (12")LED(GRN)	EA	8	375.00	$ 3,000.00
682	6002	VEH SIG SEC (12")LED(GRN ARW)	EA	7	375.00	$ 2,625.00
682	6003	VEH SIG SEC (12")LED(YEL)	EA	8	375.00	$ 3,000.00
682	6004	VEH SIG SEC (12")LED(YEL ARW)	EA	8	375.00	$ 3,000.00
682	6005	VEH SIG SEC (12")LED(RED)	EA	8	375.00	$ 3,000.00
682	6006	VEH SIG SEC (12")LED(RED ARW)	EA	5	375.00	$ 1,875.00
682	6018	PED SIG SEC (LED)(COUNTDOWN)	EA	6	775.00	$ 4,650.00
682	6054	BACKPLATE W/REF BRDR(3 SEC)(VENT)ALUM	EA	10	200.00	$ 2,000.00
682	6055	BACKPLATE W/REF BRDR(4 SEC)(VENT)ALUM	EA	1	300.00	$ 300.00
682	6056	BACKPLATE W/REF BRDR(5 SEC)(VENT)ALUM	EA	2	325.00	$ 650.00
684	6007	TRF SIG CBL (TY A)(12 AWG)(2 CONDR)	LF	2385	2.50	$ 5,962.50
684	6031	TRF SIG CBL (TY A)(14 AWG)(5 CONDR)	LF	3220	3.10	$ 9,982.00
684	6033	TRF SIG CBL (TY A)(14 AWG)(7 CONDR)	LF	2935	3.50	$ 10,272.50
686	6195	INS TRF SIG PL AM(S)2 ARM(50-44')LUM	EA	1	50,000.00	$ 50,000.00
686	6223	INS TRF SIG PL AM(S)2 ARM(55-44')LUM	EA	1	55,000.00	$ 55,000.00
687	6001	PED POLE ASSEMBLY	EA	5	3,100.00	$ 15,500.00
688	6001	PED DETECT PUSH BUTTON (APS)	EA	6	950.00	$ 5,700.00
688	6003	PED DETECTOR CONTROLLER UNIT	EA	1	5,500.00	$ 5,500.00
6001	6002	PORTABLE CHANGEABLE MESSAGE SIGN	EA	4	755.00	$ 3,020.00
6004	6031	ITS COM CBL (ETHERNET CAT5)	LF	2000	3.15	$ 6,300.00
6010	6002	CCTV FIELD EQUIPMENT (DIGITAL)	EA	1	6,500.00	$ 6,500.00
6010	6003	CCTV FIELD CONTROLLER	EA	1	3,800.00	$ 3,800.00
6010	6004	CCTV MOUNT (POLE)	EA	1	100.00	$ 100.00
6054	6001	SPREAD SPECTRUM RADIO	EA	1	4,200.00	$ 4,200.00
6185	6002	TMA (STATIONARY)	DAY	4	400.00	$ 1,600.00
6185	6005	TMA (MOBILE OPERATION)	DAY	2	600.00	$ 1,200.00
6292	6003	RVDS(PRESENCE AND ADVANCE DET)	EA	2	9,000.00	$ 18,000.00
6306	6001	VIVDS PROSR SYS	EA	1	15,000.00	$ 15,000.00
6306	6002	VIVDS CAM ASSY FXD LNS	EA	2	5,000.00	$ 10,000.00
6306	6005	VIVDS CNTRL SOFTWARE	EA	1	6,300.00	$ 6,300.00
					TOTAL	$ 584,218.50

Contractor Name: EARTC / EAR Telecommunications, LLC

BID FORM
INTERSECTION IMPROVEMENTS
RONALD REAGAN BOULEVARD AT BAR W RANCH BOULEVARD / VIA DE SIENNA BOULEVARD
WILLIAMSON COUNTY, TEXAS

ITEM	NO	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	COST TOTAL
104	6036	REMOVING CONC (SIDEWALK OR RAMP)	SY	31	$65.00	$ 2,015.00
416	6034	DRILL SHAFT (TRF SIG POLE) (48 IN)	LF	44	$550.00	$ 24,200.00
479	6008	ADJUSTING MANHOLES (WATER METER)	EA	1	$2,500.00	$ 2,500.00
500	6001	MOBILIZATION	LS	1	$75,000.00	$ 75,000.00
502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	2	$10,000.00	$ 20,000.00
506	6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	925	$15.00	$ 13,875.00
506	6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	925	$5.00	$ 4,625.00
506	6041	BIODEG EROSN CONT LOGS (INSTL) (12")	LF	100	$10.00	$ 1,000.00
506	6043	BIODEG EROSN CONT LOGS (REMOVE)	LF	100	$5.00	$ 500.00
531	6002	CONC SIDEWALKS (5")	SY	69	$100.00	$ 6,900.00
531	6010	CURB RAMPS (TY 7)	EA	3	$4,500.00	$ 13,500.00
531	6030	CURB RAMPS (TY 21)	EA	1	$4,500.00	$ 4,500.00
618	6023	CONDT (PVC) (SCH 40) (2")	LF	400	$25.00	$ 10,000.00
618	6029	CONDT (PVC) (SCH 40) (3")	LF	240	$35.00	$ 8,400.00
618	6030	CONDT (PVC) (SCH 40) (3") (BORE)	LF	1755	$45.00	$ 78,975.00
620	6008	ELEC CONDR (NO.8) INSULATED	LF	4105	$4.00	$ 16,420.00
620	6010	ELEC CONDR (NO.6) INSULATED	LF	375	$4.50	$ 1,687.50
624	6010	GROUND BOX TY D (162922)W/APRON	EA	8	$1,650.00	$ 13,200.00
628	6166	ELC SRV TY D 120/240 070(NS)AL(E)SP(U)	EA	1	$5,500.00	$ 5,500.00
644	6060	IN SM RD SN SUP&AM TYTWT(1)WS(P)	EA	3	$750.00	$ 2,250.00
644	6076	REMOVE SM RD SN SUP&AM	EA	4	$250.00	$ 1,000.00
666	6006	REFL PAV MRK TY I (W)4"(DOT)(100MIL)	LF	33	$10.00	$ 330.00
666	6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	234	$40.00	$ 9,360.00
666	6167	REFL PAV MRK TY II (W) 4" (BRK)	LF	30	$10.00	$ 300.00
666	6168	REFL PAV MRK TY II (W) 4" (DOT)	LF	33	$10.00	$ 330.00
666	6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	22	$10.00	$ 220.00
666	6182	REFL PAV MRK TY II (W) 24" (SLD)	LF	234	$40.00	$ 9,360.00
666	6300	RE PM W/RET REQ TY I (W)4"(BRK)(100MIL)	LF	30	$10.00	$ 300.00
666	6303	RE PM W/RET REQ TY I (W)4"(SLD)(100MIL)	LF	22	$10.00	$ 220.00
672	6010	REFL PAV MRKR TY II-C-R	EA	22	$20.00	$ 440.00
677	6001	ELIM EXT PAV MRK & MRKS (4")	LF	681	$2.00	$ 1,362.00
677	6003	ELIM EXT PAV MRK & MRKS (8")	LF	384	$4.00	$ 1,536.00
677	6007	ELIM EXT PAV MRK & MRKS (24")	LF	82	$12.00	$ 984.00
678	6001	PAV SURF PREP FOR MRK (4")	LF	85	$3.00	$ 255.00
678	6008	PAV SURF PREP FOR MRK (24")	LF	234	$15.00	$ 3,510.00
680	6003	INSTALL HWY TRF SIG (SYSTEM)	EA	1	$30,815.00	$ 30,815.00
682	6001	VEH SIG SEC (12")LED(GRN)	EA	8	$475.00	$ 3,800.00
682	6002	VEH SIG SEC (12")LED(GRN ARW)	EA	7	$475.00	$ 3,325.00
682	6003	VEH SIG SEC (12")LED(YEL)	EA	8	$475.00	$ 3,800.00
682	6004	VEH SIG SEC (12")LED(YEL ARW)	EA	8	$475.00	$ 3,800.00
682	6005	VEH SIG SEC (12")LED(RED)	EA	8	$475.00	$ 3,800.00
682	6006	VEH SIG SEC (12")LED(RED ARW)	EA	5	$475.00	$ 2,375.00
682	6018	PED SIG SEC (LED)(COUNTDOWN)	EA	6	$900.00	$ 5,400.00
682	6054	BACKPLATE W/REF BRDR(3 SEC)(VENT)ALUM	EA	10	$120.00	$ 1,200.00
682	6055	BACKPLATE W/REF BRDR(4 SEC)(VENT)ALUM	EA	1	$185.00	$ 185.00
682	6056	BACKPLATE W/REF BRDR(5 SEC)(VENT)ALUM	EA	2	$190.00	$ 380.00
684	6007	TRF SIG CBL (TY A)(12 AWG)(2 CONDR)	LF	2385	$3.25	$ 7,751.25
684	6031	TRF SIG CBL (TY A)(14 AWG)(5 CONDR)	LF	3220	$3.75	$ 12,075.00
684	6033	TRF SIG CBL (TY A)(14 AWG)(7 CONDR)	LF	2935	$4.00	$ 11,740.00
686	6195	INS TRF SIG PL AM(S)2 ARM(50-44')LUM	EA	1	$33,000.00	$ 33,000.00
686	6223	INS TRF SIG PL AM(S)2 ARM(55-44')LUM	EA	1	$34,000.00	$ 34,000.00
687	6001	PED POLE ASSEMBLY	EA	5	$2,900.00	$ 14,500.00
688	6001	PED DETECT PUSH BUTTON (APS)	EA	6	$900.00	$ 5,400.00
688	6003	PED DETECTOR CONTROLLER UNIT	EA	1	$3,600.00	$ 3,600.00
6001	6002	PORTABLE CHANGEABLE MESSAGE SIGN	EA	4	$125.00	$ 500.00
6004	6031	ITS COM CBL (ETHERNET CAT5)	LF	2000	$4.50	$ 9,000.00
6010	6002	CCTV FIELD EQUIPMENT (DIGITAL)	EA	1	$2,250.00	$ 2,250.00
6010	6003	CCTV FIELD CONTROLLER	EA	1	$500.00	$ 500.00
6010	6004	CCTV MOUNT (POLE)	EA	1	$250.00	$ 250.00
6054	6001	SPREAD SPECTRUM RADIO	EA	1	$2,500.00	$ 2,500.00
6185	6002	TMA (STATIONARY)	DAY	4	$500.00	$ 2,000.00
6185	6005	TMA (MOBILE OPERATION)	DAY	2	$750.00	$ 1,500.00
6292	6003	RVDS(PRESENCE AND ADVANCE DET)	EA	2	$9,000.00	$ 18,000.00
6306	6001	VIVDS PROSR SYS	EA	1	$1,500.00	$ 1,500.00
6306	6002	VIVDS CAM ASSY FXD LNS	EA	2	$17,500.00	$ 35,000.00
6306	6005	VIVDS CNTRL SOFTWARE	EA	1	$2,000.00	$ 2,000.00
					TOTAL	$ 590,500.75

Contractor Name: Traffic Control Devices, LLC. dba Florida Traffic Control Devices, Inc.

BID FORM

INTERSECTION IMPROVEMENTS

RONALD REAGAN BOULEVARD AT BAR W RANCH BOULEVARD/VIA DE SIENNA BOULEVARD

WILLIAMSON COUNTY, TEXAS

ITEM	NO	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	COST TOTAL
104	6036	REMOVING CONC (SIDEWALK OR RAMP)	SY	31	$223.29	$6,921.99
416	6034	DRILL SHAFT (TRF SIG POLE) (48 IN)	LF	44	$596.06	$26,226.64
479	6008	ADJUSTING MANHOLES (WATER METER)	EA	1	$297.69	$297.69
500	6001	MOBILIZATION	LS	1	$46,751.51	$46,751.51
502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	2	$714.45	$1,428.90
506	6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	925	$14.72	$13,616.00
506	6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	925	$5.00	$4,625.00
506	6041	BIODEG EROSN CONT LOGS (INSTL) (12")	LF	100	$76.55	$7,655.00
506	6043	BIODEG EROSN CONT LOGS (REMOVE)	LF	100	$40.54	$4,054.00
531	6002	CONC SIDEWALKS (5")	SY	69	$175.62	$12,117.78
531	6010	CURB RAMPS (TY 7)	EA	3	$3,198.40	$9,595.20
531	6030	CURB RAMPS (TY 21)	EA	1	$4,250.52	$4,250.52
618	6023	CONDT (PVC) (SCH 40) (2")	LF	400	$12.41	$4,964.00
618	6029	CONDT (PVC) (SCH 40) (3")	LF	240	$16.26	$3,902.40
618	6030	CONDT (PVC) (SCH 40) (3") (BORE)	LF	1755	$22.16	$38,890.80
620	6008	ELEC CONDR (NO.8) INSULATED	LF	4105	$1.83	$7,512.15
620	6010	ELEC CONDR (NO.6) INSULATED	LF	375	$2.21	$828.75
624	6010	GROUND BOX TY D (162922)W/APRON	EA	8	$1,954.78	$15,638.24
628	6166	ELC SRV TY D 120/240 070(NS)AL(E)SP(U)	EA	1	$6,117.39	$6,117.39
644	6060	IN SM RD SN SUP&AM TYTWT(1)WS(P)	EA	3	$1,174.05	$3,522.15
644	6076	REMOVE SM RD SN SUP&AM	EA	4	$210.44	$841.76
666	6006	REFL PAV MRK TY I (W)4"(DOT)(100MIL)	LF	33	$3.57	$117.81
666	6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	234	$14.29	$3,343.86
666	6167	REFL PAV MRK TY II (W) 4" (BRK)	LF	30	$1.79	$53.70
666	6168	REFL PAV MRK TY II (W) 4" (DOT)	LF	33	$1.79	$59.07
666	6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	22	$1.79	$39.38
666	6182	REFL PAV MRK TY II (W) 24" (SLD)	LF	234	$4.76	$1,113.84
666	6300	RE PM W/RET REQ TY I (W)4"(BRK)(100MIL)	LF	30	$5.95	$178.50
666	6303	RE PM W/RET REQ TY I (W)4"(SLD)(100MIL)	LF	22	$5.95	$130.90
672	6010	REFL PAV MRKR TY II-C-R	EA	22	$14.29	$314.38
677	6001	ELIM EXT PAV MRK & MRKS (4")	LF	681	$1.49	$1,014.69
677	6003	ELIM EXT PAV MRK & MRKS (8")	LF	384	$2.98	$1,144.32
677	6007	ELIM EXT PAV MRK & MRKS (24")	LF	82	$4.17	$341.94
678	6001	PAV SURF PREP FOR MRK (4")	LF	85	$1.19	$101.15
678	6008	PAV SURF PREP FOR MRK (24")	LF	234	$3.57	$835.38
680	6003	INSTALL HWY TRF SIG (SYSTEM)	EA	1	$38,708.62	$38,708.62
682	6001	VEH SIG SEC (12")LED(GRN)	EA	8	$335.39	$2,683.12
682	6002	VEH SIG SEC (12")LED(GRN ARW)	EA	7	$335.39	$2,347.73
682	6003	VEH SIG SEC (12")LED(YEL)	EA	8	$335.39	$2,683.12
682	6004	VEH SIG SEC (12")LED(YEL ARW)	EA	8	$335.39	$2,683.12
682	6005	VEH SIG SEC (12")LED(RED)	EA	8	$335.39	$2,683.12
682	6006	VEH SIG SEC (12")LED(RED ARW)	EA	5	$335.39	$1,676.95
682	6018	PED SIG SEC (LED)(COUNTDOWN)	EA	6	$703.93	$4,223.58
682	6054	BACKPLATE W/REF BRDR(3 SEC)(VENT)ALUM	EA	10	$286.63	$2,866.30
682	6055	BACKPLATE W/REF BRDR(4 SEC)(VENT)ALUM	EA	1	$301.26	$301.26
682	6056	BACKPLATE W/REF BRDR(5 SEC)(VENT)ALUM	EA	2	$309.14	$618.28
684	6007	TRF SIG CBL (TY A)(12 AWG)(2 CONDR)	LF	2385	$1.49	$3,553.65
684	6031	TRF SIG CBL (TY A)(14 AWG)(5 CONDR)	LF	3220	$2.15	$6,923.00
684	6033	TRF SIG CBL (TY A)(14 AWG)(7 CONDR)	LF	2935	$2.89	$8,482.15
686	6195	INS TRF SIG PL AM(S)2 ARM(50-44')LUM	EA	1	$42,599.47	$42,599.47
686	6223	INS TRF SIG PL AM(S)2 ARM(55-44')LUM	EA	1	$43,836.00	$43,836.00
687	6001	PED POLE ASSEMBLY	EA	5	$3,885.02	$19,425.10
688	6001	PED DETECT PUSH BUTTON (APS)	EA	6	$891.70	$5,350.20
688	6003	PED DETECTOR CONTROLLER UNIT	EA	1	$3,583.26	$3,583.26
6001	6002	PORTABLE CHANGEABLE MESSAGE SIGN	EA	4	$171.08	$684.32
6004	6031	ITS COM CBL (ETHERNET CAT5)	LF	2000	$1.58	$3,160.00
6010	6002	CCTV FIELD EQUIPMENT (DIGITAL)	EA	1	$4,724.33	$4,724.33
6010	6003	CCTV FIELD CONTROLLER	EA	1	$2,490.15	$2,490.15
6010	6004	CCTV MOUNT (POLE)	EA	1	$539.52	$539.52
6054	6001	SPREAD SPECTRUM RADIO	EA	1	$4,037.49	$4,037.49
6185	6002	TMA (STATIONARY)	DAY	4	$171.08	$684.32
6185	6005	TMA (MOBILE OPERATION)	DAY	2	$171.08	$342.16
6292	6003	RVDS(PRESENCE AND ADVANCE DET)	EA	2	$7,457.08	$14,914.16
6306	6001	VIVDS PROSR SYS	EA	1	$19,977.03	$19,977.03
6306	6002	VIVDS CAM ASSY FXD LNS	EA	2	$2,119.65	$4,239.30
6306	6005	VIVDS CNTRL SOFTWARE	EA	1	$619.61	$619.61
					TOTAL	$480,187.21

PERFORMANCE/PAYMENT BOND REQUEST

TO : Erin Kiernan
OF : Willis Towers Watson
TEL: (860) 241-4428
EMAIL: erin.kiernan@willistowerswatson.com

FROM: Jackie Nguyen
TEL: (909) 993-5470 Ext. 229
EMAIL: jnguyen@elecnor.com

TODAY'S DATE: 2-26-2025

BID X PERFORMANCE _____ PAYMENT _____ WARRANTY _____ OTHER ___

NO. OF EXECUTED ORIGINALS NEEDED: 1

BOND FORM: SURETY'S FORM: X ATTACHED FORM: _____

PRINCIPAL (Name & Address): Elecnor Belco Electric, Inc.
14320 Albers Way, Chino, CA 91710

OBLIGEE (Name & Address): Williamson County, Texas
301 SE Inner Loop Georgetown, TX 78626

DESCRIPTION OF PERFORMANCE (include any project I.D. #'s and please be as descriptive as possible): Intersection Improvements Ronald Reagan Boulevard at Bar W Ranch Boulevard / Via De Sienna Boulevard

MAINTENANCE/WARRANTY PERIOD: 12 Months
TIME FOR COMPLETION: 190 Working Days

CONTRACT PRICE: $651,025 BOND AMOUNT: $ 5%
(% and/or requested amount)

BID/CONTRACT DATE: 3-4-2025
PENALTIES/LIQUIDATED DAMAGES: $500 per Calendar Day

RETURN BONDS TO: Elecnor Belco Electric, Inc.
Attention: Jackie Nguyen
14320 Albers Way
Chino, CA 91710

This Document Was Uploaded into the Bid Form Section

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:
2025-1290835

Date Filed:
04/03/2025

Date Acknowledged:
04/08/2025

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

Traffic Control Devices, LLC dba Florida Traffic Control Devices, Inc.
Houston, TX United States

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

Williamson County Commissioners

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.

25IFB28
Ronald Reagan at Via De Sienna Traffic Signal Installation

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Asplundh, Brent	Willow Grove, PA United States	X	
Asplundh, Steven	Willow Grove, PA United States	X	
Asplundh, Matthew	Willow Grove, PA United States	X	
Asplundh, Christopher	Willow Grove, PA 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:
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04/03/2025

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Traffic Control Devices, LLC dba Florida Traffic Control Devices, Inc.
Houston, TX United States

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

Williamson County Commissioners

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25IFB28
Ronald Reagan at Via De Sienna Traffic Signal Installation

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Asplundh, Brent	Willow Grove, PA United States	X	
Asplundh, Steven	Willow Grove, PA United States	X	
Asplundh, Matthew	Willow Grove, PA United States	X	
Asplundh, Christopher	Willow Grove, PA United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is George Hamil / Vice President, and my date of birth is [redacted].

My address is [redacted] (street) (city), FL (state), 32714 (zip code), USA (country).

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

Executed in Seminole County, State of Florida, on the 8th day of April (month), 2025 (year).

George Hamil
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **77.**

Meeting Date: 04/15/2025

RM 2243 (Demo) TCEQ Agent Authorization Form

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 TCEQ Agent Authorization Form for the Edwards Aquifer Protection Program associated with the RM 2243 Realignment (Demo) Project, a 2019 Road Bond Project in Commissioner Pct. 3. P326 Funding: Road Bonds

Background

The RM 2243 Realignment (Demo) Project requires TCEQ approval of a Contributing Zone Plan (CZP) prior to construction. A TCEQ Agent Authorization Form is required to authorize an employee of HNTB Corporation to submit the needed CZP Exception for TCEQ review and approval on behalf of the County.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

RM 2243 Realignment (Demo)-TCEQ-AgentAuthorization

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/10/2025 10:47 AM
Form Started By: Marie Walters		Started On: 04/09/2025 01:21 PM
Final Approval Date: 04/10/2025		

Agent Authorization Form
For Required Signature
Edwards Aquifer Protection Program
Relating to 30 TAC Chapter 213
Effective June 1, 1999

I Valerie Covey,
Print Name

Presiding Officer,
Title - Owner/President/Other

of Williamson County,
Corporation/Partnership/Entity Name

have authorized Loretta Schietinger, PE
Print Name of Agent/Engineer

of HNTB Corporation
Print Name of Firm

to represent and act on the behalf of the above named Corporation, Partnership, or Entity for the purpose of preparing and submitting this plan application to the Texas Commission on Environmental Quality (TCEQ) for the review and approval consideration of regulated activities.

I also understand that:

1. The applicant is responsible for compliance with 30 Texas Administrative Code Chapter 213 and any condition of the TCEQ's approval letter. The TCEQ is authorized to assess administrative penalties of up to $10,000 per day per violation.

2. For those submitting an application who are not the property owner, but who have the right to control and possess the property, additional authorization is required from the owner.

3. Application fees are due and payable at the time the application is submitted. The application fee must be sent to the TCEQ cashier or to the appropriate regional office. The application will not be considered until the correct fee is received by the commission.

4. A notarized copy of the Agent Authorization Form must be provided for the person preparing the application, and this form must accompany the completed application.

5. No person shall commence any regulated activity on the Edwards Aquifer Recharge Zone, Contributing Zone or Transition Zone until the appropriate application for the activity has been filed with and approved by the Executive Director.

SIGNATURE PAGE:

Applicant's Signature

Date

THE STATE OF _____ §

County of _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (s)he executed same for the purpose and consideration therein expressed.

GIVEN under my hand and seal of office on this ____ day of _____,_____.

NOTARY PUBLIC

Typed or Printed Name of Notary

MY COMMISSION EXPIRES: _____

Commissioners Court - Regular Session **78.**

Meeting Date: 04/15/2025

Bagdad Rd. @ CR 279 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 Boyd F. Henry to acquire the 6.520 AC remainder property resulting from the ROW and drainage easement acquired for the Bagdad Rd. @ CR 279 project (Parcel 25). Funding Source: Bonds P343

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/10/2025 11:17 AM
Form Started By: Charlie Crossfield		Started On: 04/09/2025 06:47 PM
Final Approval Date: 04/10/2025		

REAL ESTATE CONTRACT
Bagdad @ CR 279 Remainder Parcel

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **BOYD F. HENRY** (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:

> Being an approximately 6.520 acre tract of land out of the Joseph Lee Survey, Abstract No. 393, Williamson County, Texas; the location of which is shown on Exhibit "A" attached hereto and incorporated herein (**Parcel 25R**);

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.

Upon full execution of this Contract, and prior to completion of Closing, Purchaser shall at its sole expense cause a metes and bounds survey of the Property to be completed, which survey shall be attached to the Deed for recording in the Official Records of Williamson County at Closing. By execution of this Contract, Seller agrees to allow Purchaser and any survey consultant to temporarily access the Property and larger parent tract of Seller for the limited area and time reasonably required to carry out the obligations of this paragraph.

ARTICLE II
PURCHASE PRICE AND ADDITIONAL COMPENSATION

Purchase Price

2.01. The Purchase Price for the fee simple Property interests described in Exhibit A shall be the sum of SEVEN HUNDRED EIGHTY-TWO THOUSAND SEVEN HUNDRED THIRTY-EIGHT and 00/100 Dollars ($782,738.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other readily available funds at the Closing.

Special Provisions

2.03. Condemnation Suit Judgment and Personal Property Removal. As an obligation of the parties which shall survive the Closing of this Contract, and as an additional agreement which may be enforceable pursuant to Rule 11 of the TRCP, on or before the expiration of seven (7) days following Closing, the parties agree to execute an Agreed Final Judgment for the condemnation suit identified as Cause No. 23-0968-CC4 and in the form as shown in Exhibit "B" attached hereto and incorporated herein, and Purchaser shall submit the signed judgment document to the Court for entry and filing as soon as reasonably practicable thereafter.

Any personal property of Seller which is desired to be retained (the "retained personal property") shall be removed from the Property at the sole cost of Seller on or before **December 31, 2025** (the "Removal Deadline"). Seller shall be allowed to access the Property following Closing and until the Removal Deadline solely for the purpose of completing the removal of the retained personal property, but shall explicitly be prohibited from residing on or otherwise occupying the Property for longer than thirty-six (36) consecutive hours at any time following Closing. If Seller fails for any reason to remove said retained personal property within the time provided herein, possession and title to the remaining items shall vest in and to Purchaser and be subject to removal, demolition or disposal at any time. Purchaser agrees that it shall not remove any existing fence or gates from the boundary of the Property prior to the expiration of the Removal Deadline.

The obligations of this Section are specifically contingent upon completion of the Closing as set out herein.

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.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Texas National Title Inc. on or before May 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 or contingent 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 "C" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted.

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".

(4) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the portion of the Property conveyed in fee shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing, but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the 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.

[signature page follows]

SELLER:

Boyd F. Henry

Address: 12608 Red Clover

Austin TX 78731

Date: 4-8-25

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____

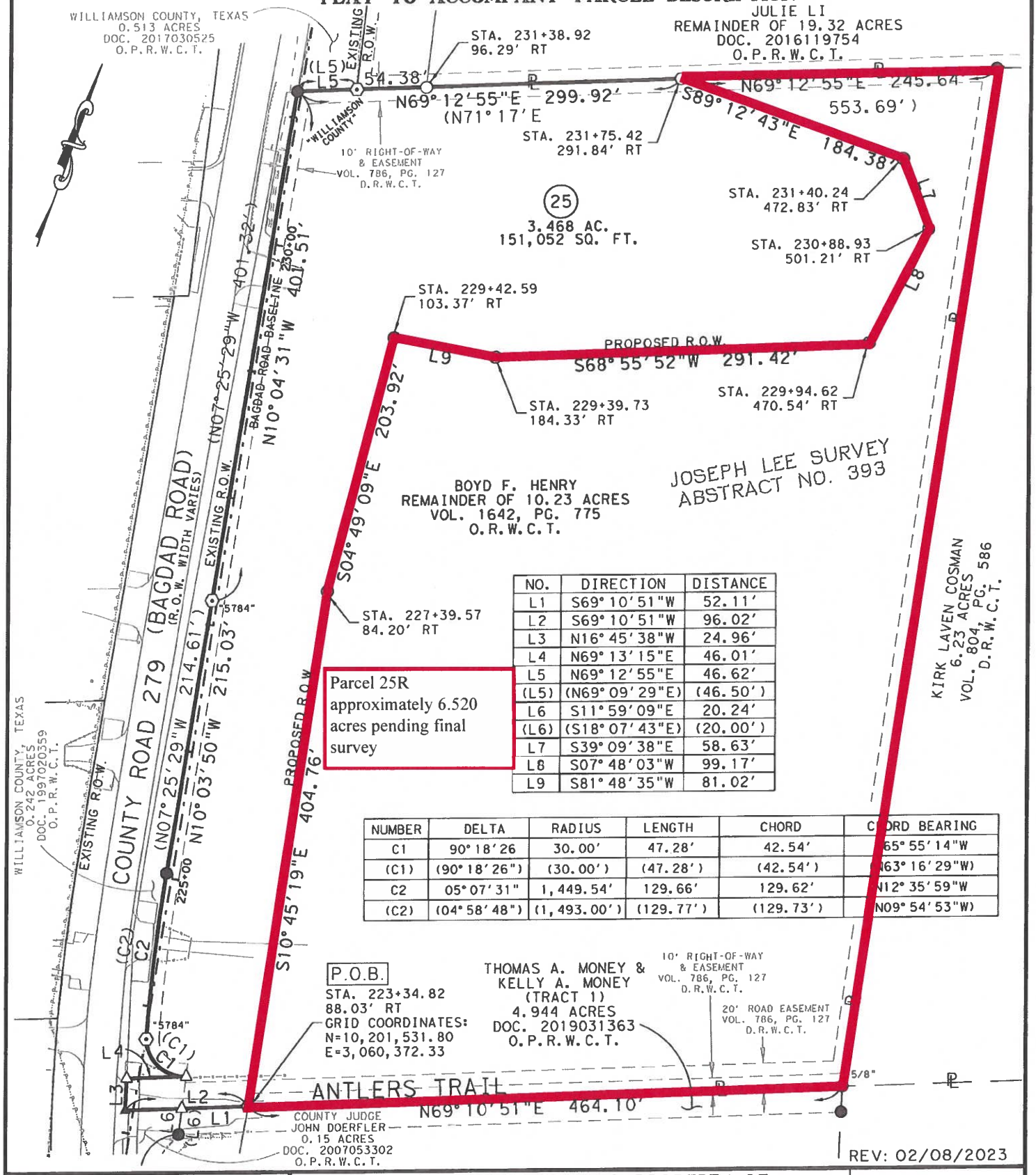
Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Name: _____
County Judge/Presiding Officer

Date: _____

EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION



Parcel 25R approximately 6.520 acres pending final survey

NO.	DIRECTION	DISTANCE
L1	S69°10'51"W	52.11'
L2	S69°10'51"W	96.02'
L3	N16°45'38"W	24.96'
L4	N69°13'15"E	46.01'
L5	N69°12'55"E	46.62'
(L5)	(N69°09'29"E)	(46.50')
L6	S11°59'09"E	20.24'
(L6)	(S18°07'43"E)	(20.00')
L7	S39°09'38"E	58.63'
L8	S07°48'03"W	99.17'
L9	S81°48'35"W	81.02'

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	90°18'26	30.00'	47.28'	42.54'	S65°55'14"W
(C1)	(90°18'26")	(30.00')	(47.28')	(42.54')	(N63°16'29"W)
C2	05°07'31"	1,449.54'	129.66'	129.62'	N12°35'59"W
(C2)	(04°58'48")	(1,493.00')	(129.77')	(129.73')	(N09°54'53"W)

REV: 02/08/2023

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

BOYD F. HENRY

SCALE	PROJECT	COUNTY
1" = 100'	BAGDAD ROAD	WILLIAMSON

PARCEL 25
3.468 ACRES
151,052 Sq. Ft.

S:\BINKLEY & BARFIELD\BAGDAD ROAD 2020\PARCELS\PARCEL 25-HENRY\PARCEL 25-HENRY.dgn

EXHIBIT "B"

Bagdad Rd.--Henry(25)

CAUSE NO. 23-0968-CC4

WILLIAMSON COUNTY, TEXAS **Condemnor**	§ IN THE COUNTY COURT § §
V.	§ AT LAW NO. FOUR §
BOYD F. HENRY **Condemnee**	§ § WILLIAMSON COUNTY, TEXAS

AGREED FINAL JUDGMENT

The parties to this condemnation lawsuit have agreed to compromise and settle all issues herein and request the entry of this Agreed Final Judgment by the Court. It appears to the Court that it has jurisdiction of this matter, the parties have agreed to all provisions contained within this Agreed Final Judgment, and the parties desire to resolve this lawsuit,

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that fee simple title in and to approximately 3.468 acres (Parcel 25) of land in Williamson County, Texas and being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes (the "R.O.W."), and a drainage easement interest in and across that certain parcel of land being approximately 1.067 acres (Parcel 25E) of land located in Williamson County, Texas and being more particularly described by metes and bounds in Exhibit "B" attached hereto and incorporated herein for all purposes (the "Drainage Easement"), and additional rights or encumbrances as further described in Plaintiff's Original Petition filed among the papers of this cause on or about August 5, 2023, and any subsequent amendments thereto; be vested to **WILLIAMSON COUNTY, TEXAS**, and its assigns for the construction, reconstruction, realignment, widening, and/or maintaining of improvements to the Bagdad Rd. @ CR 279 roadway improvement project and related drainage, utilities and appurtenances, and to perform associated public use and purposes.

It is further ORDERED that the Drainage Easement interest rights awarded to Condemnor in this cause are more particularly described in further detail in the Drainage Easement document set out in Exhibit "C" attached hereto, and for no other purpose. Collectively the R.O.W. and the Drainage Easement may be referred to as the "Property".

It is further ORDERED that in complete satisfaction of any and all claims which have been made, or which could have been made in this litigation, including both the Property to be acquired and damages, if any, to any remaining property of Condemnee, that Condemnee shall recover from Condemnor the total sum of **NINE HUNDRED SEVENTY-FIVE THOUSAND FIVE HUNDRED SEVENTY AND 00/100 DOLLARS ($975,570.00)**, of which total amount the parties agree:

1. The amount of FIVE HUNDRED EIGHTY-EIGHT THOUSAND FIVE HUNDRED ELEVEN AND 00/100 DOLLARS ($588,511.00) was previously deposited with the court on or about November 7, 2023, pursuant to the written Award of Special Commissioners filed among the papers of this cause on or about October 26, 2023; and
2. The amount of **THREE HUNDRED EIGHTY-SEVEN THOUSAND AND FIFTY-NINE AND 00/100 DOLLARS ($387,059.00)** is now due and owing from Condemnor to Condemnee in full satisfaction of this Judgment.

The parties agree that the remaining balance must be deposited with the court within thirty (30) days following entry of this Judgment to avoid paying interest. If the remaining balance is not deposited within thirty (30) days of entry and filing of this Agreed Final Judgment, then statutory interest will accrue on the unpaid balance until paid.

This Agreed Final Judgment incorporates by reference and shall be subject to any terms, conditions and obligations in that certain Real Estate Contract between the parties for the sale of

the R.O.W. and Drainage Easement parent tract remaining property of Condemnee to Condemnor, and which shall survive the completion and entry of this Judgment.

It is further ORDERED that all costs be assessed against Condemnor.

This Agreed Final Judgment is intended by the parties to fully and finally dispose of all claims, parties, and issues in this lawsuit.

SIGNED this _____ day of _____, 2025.

_____
Judge Presiding

PREPARED BY AND APPROVED AS TO SUBSTANCE AND FORM:

/s/ *Don Childs*_____
Don Childs
State Bar No. 00795056
don@scrrlaw.com
512.255.8877
Sheets & Crossfield, P.L.L.C.
309 East Main Street
Round Rock, Texas 78664
Attorneys for Condemnor

WILLIAMSON COUNTY, TEXAS

By:_____

Name:_____
County Judge/Presiding Officer

AGREED AS TO SUBSTANCE AND FORM:

_____

Dan Foster
Texas State Bar No. 24010031
dan@bhlawgroup.com
512.474.9875
Brady & Hamilton-Womack McClish
805 E. 32nd St., Suite 200
Austin, TX 78705-2529
Attorney for Condemnee

County: Williamson
Parcel : 25 – Boyd F. Henry
Highway: Bagdad Rd (CR 279)

EXHIBIT A
PROPERTY DESCRIPTION

DESCRIPTION OF A 3.468 ACRE (151,052 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE JOSEPH LEE SURVEY, ABSTRACT NO. 393 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 10.23 ACRE TRACT OF LAND IN A GENERAL WARRANTY DEED TO BOYD F. HENRY RECORDED IN VOLUME 1642, PAGE 775 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 3.468 ACRE (151,052 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 88.03 feet right of Bagdad Road Baseline Station 223+34.82 in the proposed easterly Right-of-Way (ROW) line of Bagdad Road (variable width ROW), (Grid Coordinates determined as N=10,201,531.80 E=3,060,372.33), being in the southerly line of a 20 foot wide road easement known as Antlers Trail, also being the southerly boundary line of said remainder of the 10.23 acre tract, same being the northerly boundary line of that called 4.944 acre tract (Tract 1) of land described in a General Warranty Deed to Thomas A. Money and Kelly A. Money recorded in Document No. 2019031363 of the Official Public Records of Williamson County, Texas, for the southeasterly corner and **POINT OF BEGINNING** of the herein described parcel and from which a 5/8" iron rod found, being the southeasterly corner of said remainder of the 10.23 acre tract, same being the northeasterly corner of said 4.944 acre tract bears N 69°10'51" E, at a distance of 464.10 feet;

1) **THENCE**, departing said proposed easterly ROW line, with the common boundary line of said remainder of the 10.23 acre tract and said 4.944 acre tract, **S 69°10'51" W** passing at a distance of 52.11 feet a calculated angle point in the existing easterly ROW line of County Road (C.R.) 279 (Bagdad Road) (variable width ROW), being the northeasterly corner of that called 0.15 acre ROW tract described in deed to County Judge John Doerfler recorded in Document No. 2007053302 of the Official Public Records of Williamson County, Texas, same being the northwesterly corner of said 4.944 acre tract, and continuing with said remainder of the 10.23 acre southerly line, same being the existing easterly ROW line for a total distance of **96.02** feet to a PK nail in asphalt found, for the southwesterly corner of the herein described parcel;

THENCE, with said existing easterly ROW line, being the westerly boundary line of said remainder of the 10.23 acre tract, the following six (6) courses:

2) **N 16°45'38" W** for a distance of **24.96** feet to a calculated angle point;

3) **N 69°13'15" E** for a distance of **46.01** feet to a calculated point of non-tangent curvature to the right, being the southeasterly corner of that called 0.242 acre ROW tract described in deed to Williamson County recorded in Document No. 1997020359 of the Official Public Records of Williamson County, Texas;

4) Along said curve to the right, having a delta angle of **90°18'26,** a radius of **30.00** feet, an arc length of **47.28** feet and a chord which bears **N 65°55'14" W,** for a distance of **42.54** feet to a 1/2" iron rod with plastic cap stamped "5784" found, for a point of compound curvature to the right;

5) Along said curve to the right, having a delta angle of **05°07'31,** a radius of **1,449.54** feet, an arc length of **129.66** feet and a chord which bears **N 12°35'59" W,** for a distance of **129.62** feet to a 1/2" iron rod found, for a point of tangency;

6) **N 10°03'50" W** for a distance of **215.03** feet to a 1/2" iron rod with plastic cap stamped "5784" found, for an angle point;

7) **N 10°04'31" W** for a distance of **401.51** feet to a 1/2" iron rod found, being the northwesterly corner of said remainder of the 10.23 are tract, same being the northeasterly corner of said 0.242 acre ROW tract, also being the southwesterly corner of that called 0.513 acre ROW tract, described in a deed to Williamson County recorded in Document No. 2017030525 of the Official Public Records of Williamson County, Texas, for the northwesterly corner of the herein described parcel;

County: Williamson
Parcel : 25 – Boyd F. Henry
Highway: Bagdad Rd (CR 279)

8) **THENCE**, continuing with said existing ROW line, being the northerly boundary line of said remainder of the 10.23 acre tract, **N 69°12'55" E**, at a distance of 46.62 feet pass a capped 1/2" iron rod stamped "Williamson County" found, being the southwesterly corner of the remainder of that called 19.32 acre tract of land described in a deed to Julie Li recorded in Document No. 2016119754 of the Official Public Records of Williamson County, Texas, then departing said existing ROW line, with said common boundary line of said remainder of the 10.23 acre tract and said remainder of the 19.32 acre tract, at a distance of 54.38 feet pass an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 96.29 feet right of Bagdad Road Baseline Station 231+38.92 in said proposed easterly ROW line and continuing with said proposed ROW line for a total distance of **299.92** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 291.84 feet right of Bagdad Road Baseline Station 231+75.42, for the northeasterly corner of the herein described parcel;

THENCE, departing the southerly line of the remainder of said 19.32 acre tract, through the interior of said remainder of the 10.23 acre tract, with said proposed easterly ROW line, the following seven (7) courses:

9) **S 89°12'43" E** for a distance of **184.38** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 472.83 feet right of Bagdad Road Baseline Station 231+40.24;

10) **S 39°09'38" E** for a distance of **58.63** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 501.21 feet right of Bagdad Road Baseline Station 230+88.93;

11) **S 07°48'03" W** for a distance of **99.17** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 470.54 feet right of Bagdad Road Baseline Station 229+94.62;

12) **S 68°55'52" W** for a distance of **291.42** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 184.33 feet right of Bagdad Road Baseline Station 229+39.73;

13) **S 81°48'35" W** for a distance of **81.02** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 103.37 feet right of Bagdad Road Baseline Station 229+42.59;

14) **S 04°49'09" E** for a distance of **203.92** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 84.20 feet right of Bagdad Road Baseline Station 227+39.57;

15) **S 10°45'19" E** for a distance of **404.76** feet to the **POINT OF BEGINNING**, containing 3.468 acres (151,052 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That I, M. Stephen Truesdale, 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 direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

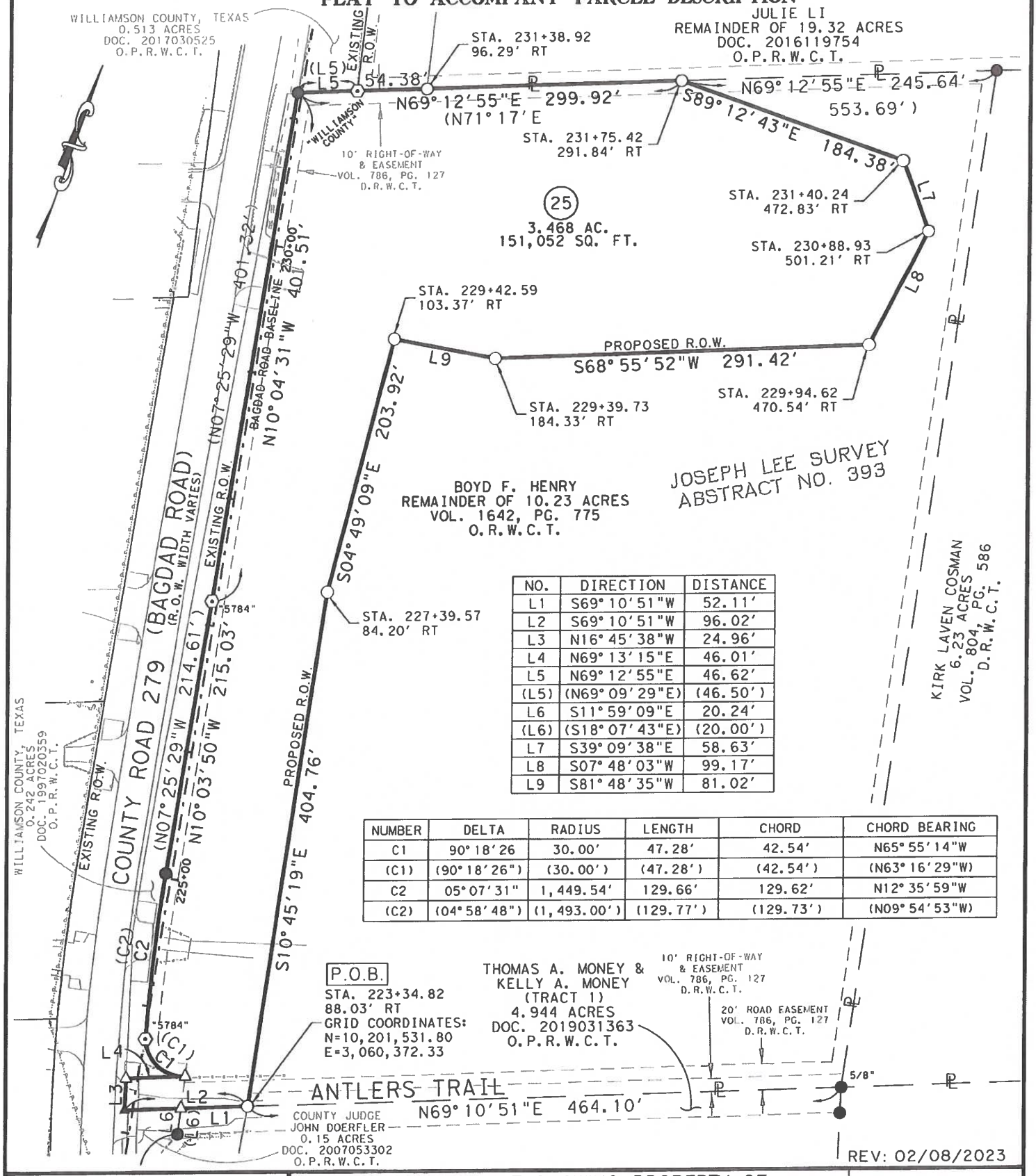
M. Stephen Truesdale 10 FEB 2023

M. Stephen Truesdale Date
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681



EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION



NO.	DIRECTION	DISTANCE
L1	S69°10'51"W	52.11'
L2	S69°10'51"W	96.02'
L3	N16°45'38"W	24.96'
L4	N69°13'15"E	46.01'
L5	N69°12'55"E	46.62'
(L5)	(N69°09'29"E)	(46.50')
L6	S11°59'09"E	20.24'
(L6)	(S18°07'43"E)	(20.00')
L7	S39°09'38"E	58.63'
L8	S07°48'03"W	99.17'
L9	S81°48'35"W	81.02'

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	90°18'26	30.00'	47.28'	42.54'	N65°55'14"W
(C1)	(90°18'26")	(30.00')	(47.28')	(42.54')	(N63°16'29"W)
C2	05°07'31"	1,449.54'	129.66'	129.62'	N12°35'59"W
(C2)	(04°58'48")	(1,493.00')	(129.77')	(129.73')	(N09°54'53"W)

REV: 02/08/2023

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

BOYD F. HENRY

PARCEL 25
3.468 ACRES
151,052 Sq. Ft.

SCALE	PROJECT	COUNTY
1" = 100'	BAGDAD ROAD	WILLIAMSON

S:\BINKLEY & BARFIELD\BAGDAD ROAD 2020\PARCELS\PARCEL 25-HENRY\PARCEL 25-HENRY.dgn

EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

●	½" IRON ROD FOUND UNLESS NOTED	( )	RECORD INFORMATION
⊙	½" IRON ROD FOUND W/PLASTIC CAP	⌇	LINE BREAK
◉	½" IRON PIPE FOUND UNLESS NOTED	N Z	DENOTES COMMON OWNERSHIP
▲	PK NAIL FOUND IN ASPHALT	P.O.B.	POINT OF BEGINNING
△	CALCULATED POINT	N.T.S.	NOT TO SCALE
○	IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET (UNLESS NOTED OTHERWISE)	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
		O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
℄	PROPERTY LINE	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

1) ALL BEARINGS SHOWN HEREON ARE BASED ON GRID BEARING. ALL DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. T-165843, ISSUED BY FIRST AMERICAN TITLE GUARANTY COMPANY, EFFECTIVE DATE AUGUST 03, 2022, ISSUE DATE AUGUST 12, 2022.

2. A 10' WIDE RIGHT-OF-WAY AND EASEMENT ALONG THE SIDE, FRONT AND REAR BOUNDARY LINES FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF UTILITIES, INCLUDING BUT NOT LIMITED TO GAS, WATER, ELECTRICITY, TELEPHONE, DRAINAGE AND SEWERAGE AND ANY APPURTENANCE TO THE SUPPLY LINES THEREOF, INCLUDING THE RIGHT TO REMOVE AND TRIM TREES, SHRUBS OR PLANTS AS SET OUT IN VOLUME 786, PAGE 127 (LOTS 1 & 2, BLK. D), DEED RECORDS, WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

3. A ROAD EASEMENT AS SET OUT IN VOLUME 786, PAGE 127 (LOTS 1 & 2, BLK. D), DEED RECORDS, WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

4. AN ELECTRIC AND/OR TELEPHONE TRANSMISSION DISTRIBUTION LINE OR SYSTEM EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 542, PAGE 231, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, FROM IT'S DESCIPTION CAN NOT BE LOCATED.

8. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN ORDINANCE NO. 05-0-49 (SUBJECT PROPERTY AND MORE LANDS) OF RECORD IN DOCUMENT NO. 2005061142, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 10 FEB 2023

M. STEPHEN TRUESDALE DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

STATE OF TEXAS REGISTERED M. STEPHEN TRUESDALE 4933 PROFESSIONAL LAND SURVEYOR

REV: 02/08/2023

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

BOYD F. HENRY

SCALE	PROJECT	COUNTY
1" = 100'	BAGDAD ROAD	WILLIAMSON

PARCEL 25
3.468 ACRES
151,052 Sq. Ft.

G:\INVILEY & PARCELS\BAGDAD ROAD 2020\PARCELS\PARCEL 25-HENRY\PARCEL 25-HENRY.dgn

County: Williamson
Parcel: 25 E – Boyd F. Henry
Highway: Bagdad Rd (CR 279)

EXHIBIT B
PROPERTY DESCRIPTION

DESCRIPTION OF A 1.067 ACRE (46,464 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE JOSEPH LEE SURVEY, ABSTRACT NO. 393 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 10.23 ACRE TRACT OF LAND IN A GENERAL WARRANTY DEED TO BOYD F. HENRY RECORDED IN VOLUME 1642, PAGE 775 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 1.067 ACRE (46,464 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 103.37 feet right of Bagdad Road Baseline Station 229+42.59 in the proposed easterly Right-of-Way (ROW) line of Bagdad Road (variable width ROW), (Grid Coordinates determined as N=10,203,560.87 E=3,060,708.13), being in the interior of said remainder of the 10.23 acre tract, for the northwesterly corner and **POINT OF BEGINNING** of the herein described;

THENCE, with said proposed easterly ROW line, through the interior of said remainder of the 10.23 acre tract, the following two (2) courses:

1) **N 81°48'35" E** for a distance of **81.01** feet, to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 184.33 feet right of Bagdad Road Baseline Station 229+39.73, for an angle point of the herein described parcel;

2) **N 68°55'52" E** for a distance of **165.56** feet to a calculated angle point, for the most northeasterly corner of the herein described parcel, and from which an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 470.54 feet right of Bagdad Road Baseline Station 229+94.62, in said proposed easterly ROW line bears N 68°55'52" E for a distance of 125.86 feet;

THENCE, departing said proposed easterly ROW line, continuing through the interior of said remainder of the 10.23 acre tract, the following seven (7) courses:

3) **S 07°02'38" E** for a distance of **47.03** feet to a calculated angle point;

4) **S 58°08'49" E** for a distance of **32.88** feet to a calculated angle point;

5) **S 43°35'51" E** for a distance of **59.10** feet to calculated angle point;

6) **S 72°14'31" E** for a distance of **47.30** feet to calculated angle point;

7) **S 60°18'36" E** for a distance of **59.23** feet to calculated angle point;

8) **S 72°12'49" E** for a distance of **37.18** feet to calculated angle point;

9) **S 43°54'35" E** for a distance of **33.24** feet to a calculated point in the westerly boundary line of that called 6.23 acre tract of land described in a deed to Kirk Laven Cosman recorded in Volume 804 Page 586 of the Deed Records of Williamson County, Texas, same being the easterly line of said remainder of the 10.23 acre tract, and from which a 1/2" iron rod found in the southerly line of the remainder of that called 19.32 acre tract of land described in a deed to Julie Ll recorded in Document No. 2016119754 of the Official Public Records of Williamson County, Texas, same being the northeasterly corner of said remainder of the 10.23 acre tract and the northwesterly corner of said 6.23 acre tract bears N 10°59'33" W for a distance of 473.25 feet;

10) **THENCE,** with the common boundary line of said remainder of the 10.23 acre tract and said 6.23 acre tract, **S 10°59'33" E** for a distance of **137.88** feet to a calculated angle point, for the southeasterly corner of the herein described parcel, and from which a 5/8" iron rod found, being the northeasterly corner of that called 4.944 acre tract (Tract 1) of land described in a General Warranty Deed to Thomas A. Money and Kelly A. Money recorded in Document No. 2019031363 of the Official Public Records of Williamson County, Texas, same being the southwesterly corner of said 6.23 acre tract and the southeasterly corner of said remainder of the 10.23 acre tract bears S 10°59'33" E for a distance of 189.18 feet;

THENCE, departing the westerly line of said 6.23 acre tract, through the interior of said remainder of the 10.23 acre tract, the following thirteen (13) courses:

County: Williamson
Parcel : 25 E – Boyd F. Henry
Highway: Bagdad Rd (CR 279)

11) **N 72°25'54" W** for a distance of **72.50** feet to a calculated angle point;

12) **N 75°54'57" W** for a distance of **20.03** feet to a calculated angle point;

13) **N 55°48'42" W** for a distance of **42.32** feet to a calculated angle point;

14) **N 44°55'30" W** for a distance of **65.79** feet to a calculated angle point;

15) **N 28°09'14" W** for a distance of **33.34** feet to a calculated angle point;

16) **N 55°28'43" W** for a distance of **28.90** feet to a calculated angle point;

17) **N 26°35'19" W** for a distance of **32.34** feet to a calculated angle point;

18) **N 59°29'37" W** for a distance of **28.15** feet to a calculated angle point;

19) **N 09°01'17" W** for a distance of **31.62** feet to a calculated angle point;

20) **N 78°22'47" W** for a distance of **67.30** feet to a calculated angle point;

21) **S 37°00'42" W** for a distance of **38.30** feet to a calculated angle point;

22) **S 81°54'18" W** for a distance of **95.18** feet to a calculated angle point;

23) **N 54°19'40" W** for a distance of **63.68** feet to a calculated point in said proposed easterly ROW line, and from which an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 84.20 feet right of Bagdad Road Baseline Station 227+39.57 bears S 04°49'09" E for a distance of 177.84 feet;

24) **THENCE** continuing through the interior of said remainder of the 10.23 acre tract, with said proposed easterly ROW line, **N 04°49'09" W** for a distance of **26.25** feet to the **POINT OF BEGINNING**, containing 1.067 acres (46,464 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That I, M. Stephen Truesdale, 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 direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale 13 MAR 2023

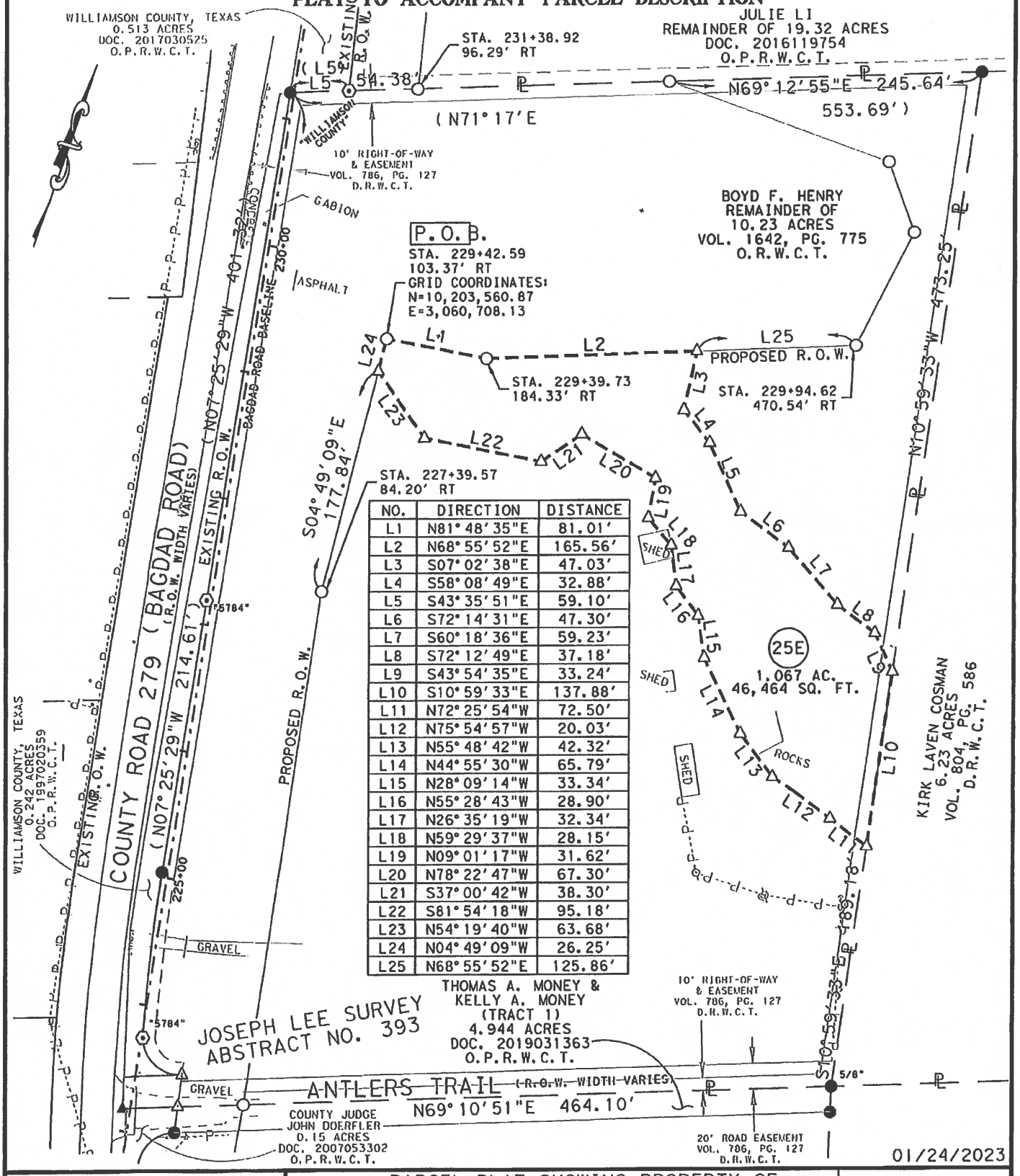
M. Stephen Truesdale — Date
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681



S:_BINKLEY & BARFIELD\BAGDAD ROAD 2020\PARCELS\PARCEL 25-BOYD\PARCEL 25E-BOYD.doc

EXHIBIT "B"

PLAT TO ACCOMPANY PARCEL DESCRIPTION



NO.	DIRECTION	DISTANCE
L1	N81°48'35"E	81.01'
L2	N68°55'52"E	165.56'
L3	S07°02'38"E	47.03'
L4	S58°08'49"E	32.88'
L5	S43°35'51"E	59.10'
L6	S72°14'31"E	47.30'
L7	S60°18'36"E	59.23'
L8	S72°12'49"E	37.18'
L9	S43°54'35"E	33.24'
L10	S10°59'33"E	137.88'
L11	N72°25'54"W	72.50'
L12	N75°54'57"W	20.03'
L13	N55°48'42"W	42.32'
L14	N44°55'30"W	65.79'
L15	N28°09'14"W	33.34'
L16	N55°28'43"W	28.90'
L17	N26°35'19"W	32.34'
L18	N59°29'37"W	28.15'
L19	N09°01'17"W	31.62'
L20	N78°22'47"W	67.30'
L21	S37°00'42"W	38.30'
L22	S81°54'18"W	95.18'
L23	N54°19'40"W	63.68'
L24	N04°49'09"W	26.25'
L25	N68°55'52"E	125.86'

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512)238-1200, FAX (512)238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

BOYD F. HENRY

SCALE	PROJECT	COUNTY
1" = 100	BAGDAD ROAD	WILLIAMSON

PARCEL 25E
1.067 ACRES
46,464 Sq. Ft.

EXHIBIT "B"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

●	½" IRON ROD FOUND UNLESS NOTED	( )	RECORD INFORMATION
⊙	½" IRON ROD FOUND W/PLASTIC CAP	⌇	LINE BREAK
◉	½" IRON PIPE FOUND UNLESS NOTED	⌇	DENOTES COMMON OWNERSHIP
▲	PK NAIL FOUND IN ASPHALT	P.O.B.	POINT OF BEGINNING
△	CALCULATED POINT	N.T.S.	NOT TO SCALE
○	IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET (UNLESS NOTED OTHERWISE)	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
		O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
℄	PROPERTY LINE	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

1) ALL BEARINGS SHOWN HEREON ARE BASED ON GRID BEARING. ALL DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. T-165843, ISSUED BY FIRST AMERICAN TITLE GUARANTY COMPANY, EFFECTIVE DATE AUGUST 03, 2022, ISSUE DATE AUGUST 12, 2022.

2. A 10' WIDE RIGHT-OF-WAY AND EASEMENT ALONG THE SIDE, FRONT AND REAR BOUNDARY LINES FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF UTILITIES, INCLUDING BUT NOT LIMITED TO GAS, WATER, ELECTRICITY, TELEPHONE, DRAINAGE AND SEWERAGE AND ANY APPURTENANCE TO THE SUPPLY LINES THEREOF, INCLUDING THE RIGHT TO REMOVE AND TRIM TREES, SHRUBS OR PLANTS AS SET OUT IN VOLUME 786, PAGE 127 (LOTS 1 & 2, BLK. D), DEED RECORDS, WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

3. A ROAD EASEMENT AS SET OUT IN VOLUME 786, PAGE 127 (LOTS 1 & 2, BLK. D), DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

4. AN ELECTRIC AND/OR TELEPHONE TRANSMISSION DISTRIBUTION LINE OR SYSTEM EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 542, PAGE 231, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, FROM IT'S DESCIPTION CAN NOT BE LOCATED.

8. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN ORDINANCE NO. 05-0-49 (SUBJECT PROPERTY AND MORE LANDS) OF RECORD IN DOCUMENT NO. 2005061142, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 13 MAR 2023

M. STEPHEN TRUESDALE DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

STATE OF TEXAS REGISTERED M. STEPHEN TRUESDALE 4933 PROFESSIONAL LAND SURVEYOR

01/24/2023

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

BOYD F. HENRY

SCALE	PROJECT	COUNTY
1" = 100'	BAGDAD ROAD	WILLIAMSON

PARCEL 25E
1.067 ACRES
46,464 Sq. Ft.

S:\BINKLEY & BARFIELD\BAGDAD ROAD 2020\PARCELS\PARCEL 25-HENRY\PARCEL 25E-HENRY.dgn

EXHIBIT "C"

DRAINAGE EASEMENT
Bagdad Road @ CR 279

THE STATE OF TEXAS '
' KNOW ALL BY THESE PRESENTS:
COUNTY OF WILLIAMSON '

That BOYD F. HENRY, his successors and assigns, hereinafter referred to as Grantor (whether one or more), for and in consideration of the sum of Ten and No/100 ($10.00) Dollars cash in hand paid and other good and valuable consideration paid to Grantor by **WILLIAMSON COUNTY, TEXAS**, its agents and assigns, hereinafter referred to as Grantee, receipt of which consideration is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these premises does hereby GRANT, SELL and CONVEY unto Grantee a perpetual easement interest in, on, over, upon, above and across the following property ("**Property**"):

> All of that certain 1.067 acre (46,466 square foot) tract or parcel of land situated in the Joseph Lee Survey, Abstract No. 393, Williamson County, Texas; said parcel being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein **(Parcel 25E).**

The perpetual easement, rights and privileges herein granted shall be used for the purposes of opening, constructing and maintaining a permanent drainage way and/or channel, along with any structures, pipes and grading which may be necessary to facilitate the proper drainage of the adjacent property and roadway facilities, in, along, upon and across said premises described in Exhibit "A" together with the right and privilege at all times of the Grantee herein, its agents, employees and representatives of ingress and egress to and from said premises for the purpose of making any improvements, modifications or repairs which Grantee deems necessary.

The perpetual easement, right-of-way, rights and privileges herein granted shall also encompass the right of Grantee to trim, cut, fell and remove therefrom all trees, underbrush, vegetation, and obstructions, structures or obstacles within the limits of the Property, but only such as necessary to carry out the purposes of the easement; reserving to the landowners and their heirs and assigns, however, all such rights and privileges as may be used without interfering with or abridging the rights and purposes of the Easement herein acquired by Grantee.

To the extent allowed by law, Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment. Grantee shall be responsible for the correction of, or compensation for, any damage to Grantor's property which is the result of actions outside the granted purposes of this easement.

TO HAVE AND TO HOLD the same, in perpetuity, in and to Grantee, and its successors and assigns, together with all and singular all usual and customary rights thereto in anywise belonging, and together with the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing or maintaining said drainage way and for making connections therewith.

And Grantor does hereby bind his heirs, executors, administrators and assigns to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto Williamson County, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This grant is subject to any 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. The perpetual easement, right-of-way, rights and privileges granted herein are non-exclusive, however Grantor covenants not to use or otherwise convey any other easement or conflicting rights within the premises covered by this grant that interfere with the purpose or function of any improvements or modifications placed thereon, or the maintenance of the surface of the Property for the conveyance of stormwater drainage, without the express written consent of Grantee, which consent shall not be unreasonably withheld.

EXECUTED on this the _____day of _____, 2023.

[signature page follows]

GRANTOR:

_____

Boyd F. Henry

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ____ day of _____, 2023 by Boyd F. Henry, in the capacity and for the purposes and consideration recited herein.

_____

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

EXHIBIT "C"

Parcel 25R

DEED
Bagdad Road Remainder Parcel

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 **BOYD F. HENRY,** a single person, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract(s) or parcel(s) of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> Being a 6.520 acre (_____ square foot) tract of land out of the Joseph Lee Survey, Abstract No. 393, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 25R**);

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 (the "Retained Improvements"): manufactured home, metal barn, well house, metal/pole shed

Such Retained Improvements shall be removed from the Property conveyed by Grantor at its own expense on or before December 31, 2025, subject to such extensions of time as may be provided by Grantee in writing, but in the event that Grantor fails for any reason to remove said Retained Improvements within the time provided, title to that portion of the Retained Improvement located on the Property shall vest in the Grantee and be subject to removal at any time.

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.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2025.

[signature page follows]

GRANTOR:

_____
BOYD F. HENRY

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2025 by BOYD F. HENRY in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:
Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **79.**

Meeting Date: 04/15/2025

CR 314 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 Gordon L. Stanford and Donna Walsh Stanford to acquire 2.580 AC needed as right of way and 0.4588 AC needed as an electric easement on the CR 314 project (Parcel 46 and 46EE). Funding Source: Bonds P364

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/10/2025 11:33 AM
Form Started By: Charlie Crossfield		Started On: 04/09/2025 06:51 PM
Final Approval Date: 04/10/2025		

REAL ESTATE CONTRACT
CR 314 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **GORDON L. STANFORD AND WIFE, DONNA WALSH STANFORD** (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 2.580-acres (112,380 square foot) tract of land, out of and situated in the A.A. Lewis Survey, Abstract No. 384, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 46**); and
>
> Electric Utility Easement interest only in and to that certain 0.4588-acre (19,984 square foot) tract of land, out of and situated in the A.A. Lewis Survey, Abstract No. 384, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B," attached hereto and incorporated herein (**Parcel 46EE);**

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described herein not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE AND ADDITIONAL COMPENSATION

Purchase Price

2.01. The Purchase Price for the fee simple portion of the Property described in Exhibit "A", any improvements on the Property, and any damage or cost to cure the remaining property of Seller shall be the sum of TWO HUNDRED THIRTY-SIX THOUSAND ONE HUNBDRED FORTY-ONE and 00/100 Dollars ($236,141.00).

2.01.1. The Purchase Price for the Electric Easement portion of the Property described in Exhibit "B" shall be the sum of TWENTY-NINE THOUSAND TWO HUNDRED TWENTY-SEVEN and 00/100 Dollars ($29,227.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other readily available funds at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of the Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser.

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

4.02. The Property is being conveyed to the Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company on or before May 31, 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 Exhibits "A," and deliver a duly executed Electric Utility Easement conveying such interest to Bartlett Electric Cooperative, Inc. to the portions of the Property described in Exhibit "B", 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 "C" attached hereto and incorporated herein. The Electric Utility Easement shall be in the form as shown in Exhibit "D" 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 for each portion of the Property, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted.

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".

(4) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price and Additional Compensation, if any.

Prorations

5.04. General real estate taxes for the then current year relating to the portion of the Property conveyed in fee simple shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid for by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by the Purchaser.

(4) Attorney's fees paid by each party respectively as incurred.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, 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 June 1, 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 CR 314 improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

[signature pages follow]

SELLER:

Gordon L. Stanford

Gordon L. Stanford

Address: 3660 County Rd 314
Jarrell, Tx 76537

Date: 4-7-2025

Donna Walsh Stanford

Donna Walsh Stanford

Date: 4-7-2025

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Steven Snell
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT A
PROPERTY DESCRIPTION

DESCRIPTION OF A 2.580 ACRES (112,380 SQUARE FOOT) TRACT OF LAND, LOCATED IN THE A.A. LEWIS SURVEY, ABSTRACT 384, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN CALLED 74.2 ACRE TRACT OF LAND DESCRIBED AS TRACT TWO IN A WARRANTY DEED TO GORDON L. STANFORD AND DONNA WALSH STANFORD, OF RECORD IN DOCUMENT NO. 1998045403, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, (O.R.W.C.T.), SAID 2.580 ACRES (112,380 SQUARE FOOT) TRACT OF LAND BEING SURVEYED ON THE GROUND IN JULY 2020 AND SEPTEMBER 2022, UNDER THE DIRECT SUPERVISION OF M. STEPHEN TRUESDALE, LSLS, RPLS, (NOW RETIRED) AND BETWEEN JANUARY, 2023 AND FEBRUARY, 2025 UNDER THE DIRECT SUPERVISION OF MIGUEL A. ESCOBAR, LSLS, RPLS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod with plastic cap stamped "FOREST 1847" found, (Grid Coordinates determined as N=10,265,170.17, E=3,165,746.46) on the existing westerly right-of-way line of County Road 314 (C.R. 314), being the northeast corner of that called 68.47 acre tract of land described in a Special Warranty Deed to Richard Danek & Lisa Danek of record in Document No. 2015111451, of the Official Public Records of Williamson County, Texas (O.P.R.W.C.T.), and the southeast corner of said 74.2 acre tract, for the southeast corner and **POINT OF BEGINNING** of the herein described tract, from which point a 1/2 inch iron rod found for a corner of said 68.47 acre tract, and the northeast corner of a called 2.031 acre tract of land described in a Warranty Deed to Richard F. Danek and wife Lisa M. Danek of record in Vol. 1425, P. 60, O.R.W.C.T., bears SOUTH 22°52'59" EAST, a distance of 290.05 feet;

1) **THENCE, SOUTH 68°40'21" WEST,** with the common boundary line of said 68.47 acre tract and said 74.2 acre tract, a distance of **90.41 feet,** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set for a point in said common boundary line and for the southwest corner of the herein described tract;

THENCE, departing said common boundary line, over and across the interior of said 74.2 acre tract of land, the following two (2) courses:

2) **NORTH 21°43'54" WEST,** a distance of **1132.64 feet,** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set for the beginning of a tangent curve to the left;

3) With said curve to the left, having an arc length of **201.38 feet,** a radius of **1,252.00 feet,** a delta angle of **09°12'57",** and a chord that bears **NORTH 26°20'23" WEST,** a distance of **201.16 feet,** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set for a point in the common boundary line of a called 92.5 acre tract of land described in an Assumption Deed to Gordon L. Stanford of record in Vol. 2307, P. 527, O.R.W.C.T., and said 74.2 acre tract, for the northwest corner of the herein described tract;

4) **THENCE, NORTH 55°24'27" EAST,** with said common boundary line, a distance of **93.38 feet,** to a calculated point in the existing westerly right-of-way line of C.R. 314, for the southeast corner of said 92.5 acre tract, the northeast corner of said 74.2 acre tract, and for the northeast corner of the herein described tract, from which

a 1/2 inch iron rod found in the westerly right-of-way line of C.R. 314, for the easterly northeast corner of said 92.5 acre tract of land, bears NORTH 21°48'59" WEST, a distance of 1,010.93 feet;

5) **THENCE, SOUTH 22°23'19" EAST,** departing said common boundary line, with said existing westerly right-of-way line of C.R. 314, a distance of **1,354.66 feet,** to the **POINT OF BEGINNING** and containing 2.580 acres of land (112,380 Square Foot), more or less, within these metes and bounds.

Bearings are based on the Texas Coordinate System of 1983, Central Zone, NAD 83(2011). All distances are surface values represented in US Survey Feet based on a Surface-to-Grid Combined Adjustment Factor of 0.99985232.

The foregoing metes and bounds description, and survey on which it was based, is accompanied by and a part of a survey map of the subject tract.

The use of the word "certify" or "certification" on this document only constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either expressed or implied.

THE STATE OF TEXAS §
§ KNOWN ALL MEN BY THESE PRESENT
COUNTY OF WILLIAMSON §

I, Miguel A. Escobar, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and the property described herein was determined by a survey made on the ground between July 2020 and September 2022, under the direct supervision of M. Stephen Truesdale, LSLS, RPLS No. 4933 (now retired), and between January, 2023, and February, 2025, under my supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas on this 28th of March, 2025, A.D.

INLAND GEODETICS



Miguel A. Escobar, L.S.L.S., R.P.L.S.
Texas Reg. No. 5630
1504 Chisholm Trail Rd #103
Round Rock, TX 78681
TBPELS Firm No. 10059100
Proj No. SLAN-001

S:\SEILER-LANKES\CR 314\5 -Descriptions-Reports\PARCEL-46-STANFORD.docx

EXHIBIT A

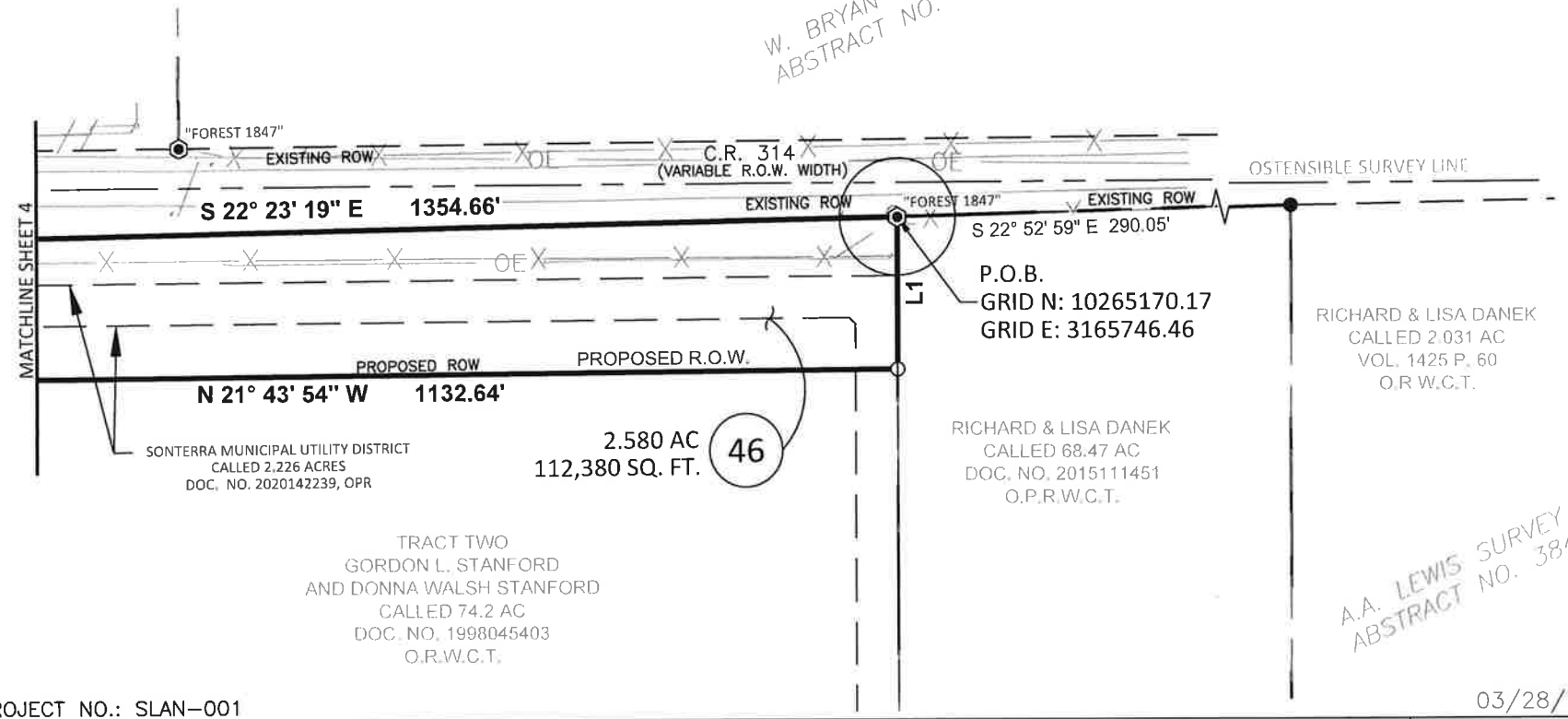
PLAT TO ACCOMPANY DESCRIPTION

LEGEND

△	CALCULATED POINT
◉	1/2" IRON ROD WITH CAP FOUND (AS NOTED)
●	1/2" IRON ROD FOUND
○	5/8" IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET
	BREAK IN SCALE
℄	PROPERTY LINE
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
( )	RECORD INFORMATION

SCALE: 1"= 200'

100 0 100 200



PROJECT NO.: SLAN-001

03/28/2025

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

GORDON L. STANFORD

PARCEL 46
2.580 AC.
112,380 SQ. FT.

SCALE		PROJECT
1" = 100'	WILLIAMSON COUNTY	C.R. 314

S:\SEILER-LANKES\CR 314\4-DRAWINGS\4.6 PARCELS\PARCEL 46-STANFORD\PARCEL 46-REV1.DWG

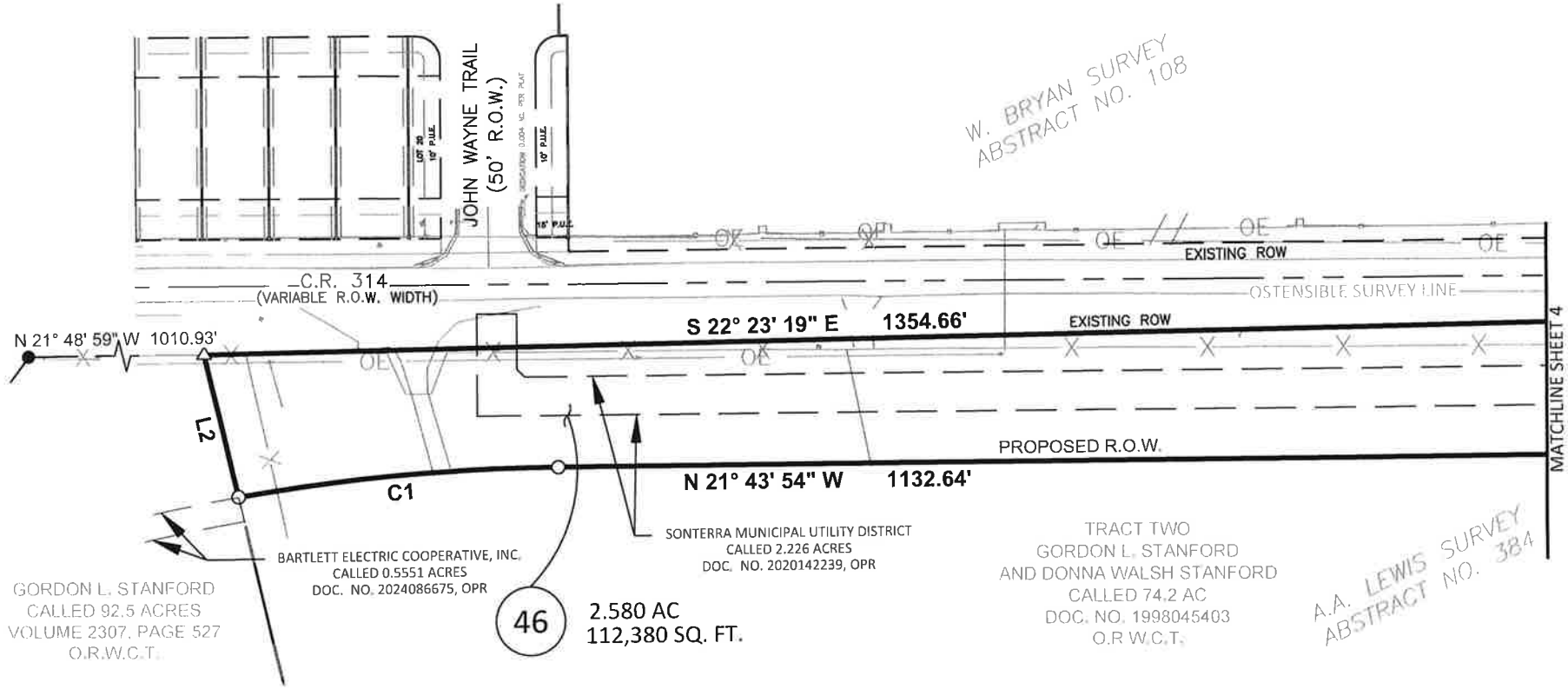
EXHIBIT A

PLAT TO ACCOMPANY DESCRIPTION

Line Table		
Line #	Direction	Length
L1	S 68°40'21" W	90.41'
L2	N 55°24'27" E	93.38'

Curve Table					
Curve #	Length	Radius	Delta	Bearing	Chord
C1	201.38'	1252.00'	009°12'57"	N 26°20'23" W	201.16'

SCALE: 1"= 200'
100 0 100 200



PROJECT NO.: SLAN-001

03/28/2025

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112,380 SQ. FT.

SCALE
1" = 100'

WILLIAMSON COUNTY

PROJECT
C.R. 314

S:\SEILER-LANKES\CR 314\4-DRAWINGS\4.6 PARCELS\PARCEL 46-STANFORD\PARCEL 46-REV1.DWG

EXHIBIT A

PLAT TO ACCOMPANY DESCRIPTION

NOTES:

1) BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE NAD83 (2011). COORDINATES SHOWN HEREON ARE GRID VALUES REPRESENTED IN U.S. SURVEY FEET. ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A SURFACE-TO-GRID COMBINED ADJUSTMENT FACTOR OF 0.99985232.

2) THE SYMBOLS REFLECTED IN THE LEGEND AND ON THIS SURVEY MAY HAVE BEEN ENLARGED FOR CLARITY. THE SYMBOLS HAVE BEEN PLOTTED AT THE CENTER OF THE FIELD LOCATION AND MAY NOT REPRESENT THE ACTUAL SIZE OR SHAPE OF THE FEATURE.

3) UTILITY INFORMATION SHOWN HEREON CONSTITUTES FIELD RECOVERY OF OBSERVED EVIDENCE OF UTILITIES. LOCATIONS OF UNDERGROUND UTILITIES/STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES/STRUCTURES, SUCH AS ELECTRICAL, TELEPHONE, CABLE TV AND PIPELINES, MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES/STRUCTURES. FOR INFORMATION REGARDING BURIED UTILITIES/STRUCTURES OR BEFORE ANY EXCAVATION IS BEGUN, CONTACT THE APPROPRIATE AGENCIES FOR VERIFICATION OF UTILITY TYPE AND FOR FIELD LOCATION.

4) THE USE OF THE WORD CERTIFY OR CERTIFICATION ON THIS DOCUMENT ONLY CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS OR FINDINGS WHICH ARE THE SUBJECT OF THE CERTIFICATION, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED.

5) THE FOREGOING MAP AND SURVEY ON WHICH IT IS BASED IS ACCOMPANIED BY AND A PART OF SEPARATE METES AND BOUND DESCRIPTION OF THE SUBJECT TRACT.

6) REFERENCE IS HEREBY MADE TO THAT CERTAIN TITLE COMMITMENT (THE "TITLE COMMITMENT") ISSUED BY TEXAN TITLE INSURANCE COMPANY, UNDER GF NO. GT2402768, EFFECTIVE 05/06/2024, ISSUED 05/28/2024. THE EASEMENTS AND RESTRICTIONS LISTED ON SCHEDULE B OF THE TITLE COMMITMENT WERE REVIEWED BY THE SURVEYOR AND ARE SHOWN HEREON. SURVEYOR HAS RELIED UPON THE TITLE COMMITMENT AND MADE NO INDEPENDENT INQUIRY AS TO EASEMENTS AND RESTRICTIONS AFFECTING THE PROPERTY, OTHER THAN VISIBLE AND APPARENT EASEMENTS NOTED BY SURVEYOR DURING THE PREPARATION OF THE SURVEY AND REFLECTED HEREON.

I, MIGUEL A. ESCOBAR, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE DESCRIPTION AND THE ACCOMPANYING SKETCH IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND BETWEEN JULY 2020 AND SEPTEMBER 2022, UNDER THE DIRECT SUPERVISION OF M. STEPHEN TRUESDALE, LSLS, RPLS NO. 4933 (NOW RETIRED), AND BETWEEN JANUARY, 2023 AND FEBRUARY, 2025 UNDER MY SUPERVISION.

INLAND GEODETICS

MIGUEL A. ESCOBAR, L.S.L.S., R.P.L.S.
TEXAS REG. NO. 5630
1504 CHISHOLM TRAIL RD #103
ROUND ROCK, TX 78681
TBPELS FIRM NO. 10059100

STATE OF TEXAS
REGISTERED
MIGUEL ANGEL ESCOBAR
5630
PROFESSIONAL
LAND SURVEYOR

SCHEDULE B:

10a. ELECTRIC UTILITY EASEMENT DATED APRIL 18, 1991, EXECUTED BY CONNIE STANFORD TO BARTLETT ELECTRIC COOPERATIVE, INC, RECORDED IN VOLUME 2109, PAGE 19, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (THE LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

10b. WASTEWATER EASEMENT DATED OCTOBER 22, 2020, EXECUTED BY GORDON L. STANFORD AND DONNA WALSH STANFORD TO SONTERRA MUNICIPAL UTILITY DISTRICT, RECORDED UNDER DOCUMENT NO. 2020142239, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (THE LOCATION IS SHOWN)

10c. ELECTRIC UTILITY EASEMENT DATED OCTOBER 30, 2024, TO BARTLETT ELECTRIC COOPERATIVE INC, RECORDED UNDER DOCUMENT NO. 2024086578, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

10d. WATER LINE EASEMENT DATED OCTOBER 30, 2024, TO SONTERRA MUNICIPAL UTILITY DISTRICT, RECORDED UNDER DOCUMENT NO. 2024086579, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

10e. WATER LINE EASEMENT DATED OCTOBER 30, 2024, TO SONTERRA MUNICIPAL UTILITY DISTRICT, RECORDED UNDER DOCUMENT NO. 2024086671, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

10f. ELECTRIC UTILITY EASEMENT DATED OCTOBER 30, 2024, TO BARTLETT ELECTRIC COOPERATIVE INC, RECORDED UNDER DOCUMENT NO. 2024086675, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (THE LOCATION IS SHOWN)

10g. TERMS, PROVISIONS AND CONDITIONS OF ANY LEASES NOT OF RECORD.

10h. (NOT A SURVEY MATTER)

10i. (NOT A SURVEY MATTER)

10j. 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)

10i. RIGHTS OF PARTIES IN POSSESSION. (OWNER'S TITLE POLICY ONLY)

10j. "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)

PROJECT NO.: SLAN-001

03/28/2025

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

GORDON L. STANFORD

PARCEL 46
2.580 AC.
112,380 SQ. FT.

SCALE		PROJECT	
1" = 100'	WILLIAMSON COUNTY	C.R. 314	PAGE 5 OF 5

S:\SEILER-LANKES\CR 314\4-DRAWINGS\4.6 PARCELS\PARCEL 46-STANFORD\PARCEL 46-REV1.DWG

EXHIBIT B
EASEMENT DESCRIPTION

DESCRIPTION OF A 0.4588 ACRE (19,984 SQUARE FOOT) TRACT OF LAND, LOCATED IN THE A.A. LEWIS SURVEY, ABSTRACT 384, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN CALLED 74.2 ACRE TRACT OF LAND DESCRIBED AS TRACT TWO IN A WARRANTY DEED TO GORDON L. STANFORD AND DONNA WALSH STANFORD, OF RECORD IN DOCUMENT NO. 1998045403, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, (O.R.W.C.T.), SAID 0.4588 ACRE (19,984 SQUARE FOOT) TRACT OF LAND BEING SURVEYED ON THE GROUND IN JULY 2020 AND SEPTEMBER 2022, UNDER THE DIRECT SUPERVISION OF M. STEPHEN TRUESDALE, LSLS, RPLS, (NOW RETIRED) AND BETWEEN JANUARY, 2023 AND FEBRUARY, 2025 UNDER THE DIRECT SUPERVISION OF MIGUEL A. ESCOBAR, LSLS, RPLS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod with plastic cap stamped "FOREST 1847" found, (Grid Coordinates determined as N=10,265,170.17, E=3,165,746.46), on the existing westerly right-of-way line of County Road 314 (C.R. 314), being the northeast corner of that called 68.47 acre tract of land described in a Special Warranty Deed to Richard Danek & Lisa Danek of record in Document No. 2015111451 ,of the Official Public Records of Williamson County, Texas, (O.P.R.) and the southeast corner of said 74.2 acre tract, from which a 1/2 inch iron rod found for a corner of said 68.47 acre tract, and the northeast corner of a called 2.031 acre tract of land described in a Warranty Deed to Richard F. Danek and wife Lisa M. Danek, of record in Vol. 1425, P. 60, O.R.W.C.T., bears SOUTH 22°52'59" EAST, a distance of 290.05 feet;

THENCE, SOUTH 68°40'21" WEST, departing said westerly right-of-way line of C.R. 314, with the common boundary line of said 68.47 acre tract and said 74.2 acre tract, a distance of 90.41 feet, to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, (Grid Coordinates determined as N=10,265,137.29, E=3,165,662.26), for a point in the westerly proposed right-of-way line of C.R. 314, a point in the northerly boundary line of said 68.47 acre tract, a point in the southerly boundary line of said 74.2 acre tract, and the southeast corner and **POINT OF BEGINNING** of the herein described tract;

1) **THENCE, SOUTH 68°40'21" WEST,** with said common boundary line, a distance of **15.00 feet,** to a calculated point, for the southwest corner of the herein described tract;

THENCE, over and across the interior of said 74.2 acre tract, the following two (2) courses:

2) **NORTH 21°43'54" WEST,** a distance of **1,132.53 feet,** to a calculated point for the beginning of a curve to the left;
3) With said curve to the left having an arc length of **198.01 feet**, a radius of **1,237.00 feet**, a delta angle of **09°10'18",** and a chord that bears **NORTH 26°19'03" WEST,** a distance of **197.80 feet**, to a calculated point in the southerly boundary line of a called 92.5 acre tract of land described in an Assumption Deed to Gordon L. Stanford of record in Vol. 2307, P. 527, O.R.W.C.T., same being the northerly boundary line of said 74.2 acre tract, and for the northwest corner of the herein described tract;

4) **THENCE, NORTH 55°24'27" EAST,** with said common boundary line, a distance of **15.03 feet,** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set for a point in said common boundary line, the northeast corner of the herein described tract, and the beginning of a non-tangent curve to the right;

THENCE, over and across the interior of said 74.2 acre tract, the following two (2) courses:

5) With said curve to the right, having an arc length of **201.38 feet,** a radius of **1,252.00 feet,** a delta angle of **09°12'57",** and a chord that bears **SOUTH 26°20'23" EAST,** a distance of **201.16 feet,** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set;
6) **SOUTH 21°43'54" EAST,** a distance of **1,132.64 feet,** to the **POINT OF BEGINNING** and containing 0.4588 acres of land (19,984 Square Foot), more or less, within these metes and bounds.

Bearings are based on the Texas Coordinate System of 1983, Central Zone, NAD 83(2011). All distances are surface values represented in US Survey Feet based on a Surface-to-Grid Combined Adjustment Factor of 0.99985232.

The subject tract shown hereon is an easement, monuments were not set for corners.

The foregoing metes and bounds description, and survey on which it was based, is accompanied by and a part of a survey map of the subject tract.

The use of the word "certify" or "certification" on this document only constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either expressed or implied.

THE STATE OF TEXAS §
§ KNOWN ALL MEN BY THESE PRESENT
COUNTY OF WILLIAMSON §

I, Miguel A. Escobar, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and the property described herein was determined by a survey made on the ground between July 2020 and September 2022, under the direct supervision of M. Stephen Truesdale, LSLS, RPLS No. 4933 (now retired), and between January, 2023 and February, 2025 under my supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas on this 28th of March, 2025, A.D.

INLAND GEODETICS



Miguel A. Escobar, L.S.L.S., R.P.L.S.
Texas Reg. No. 5630
1504 Chisholm Trail Rd #103
Round Rock, TX 78681
TBPELS Firm No. 10059100
Proj No. SLAN-001

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EXHIBIT B

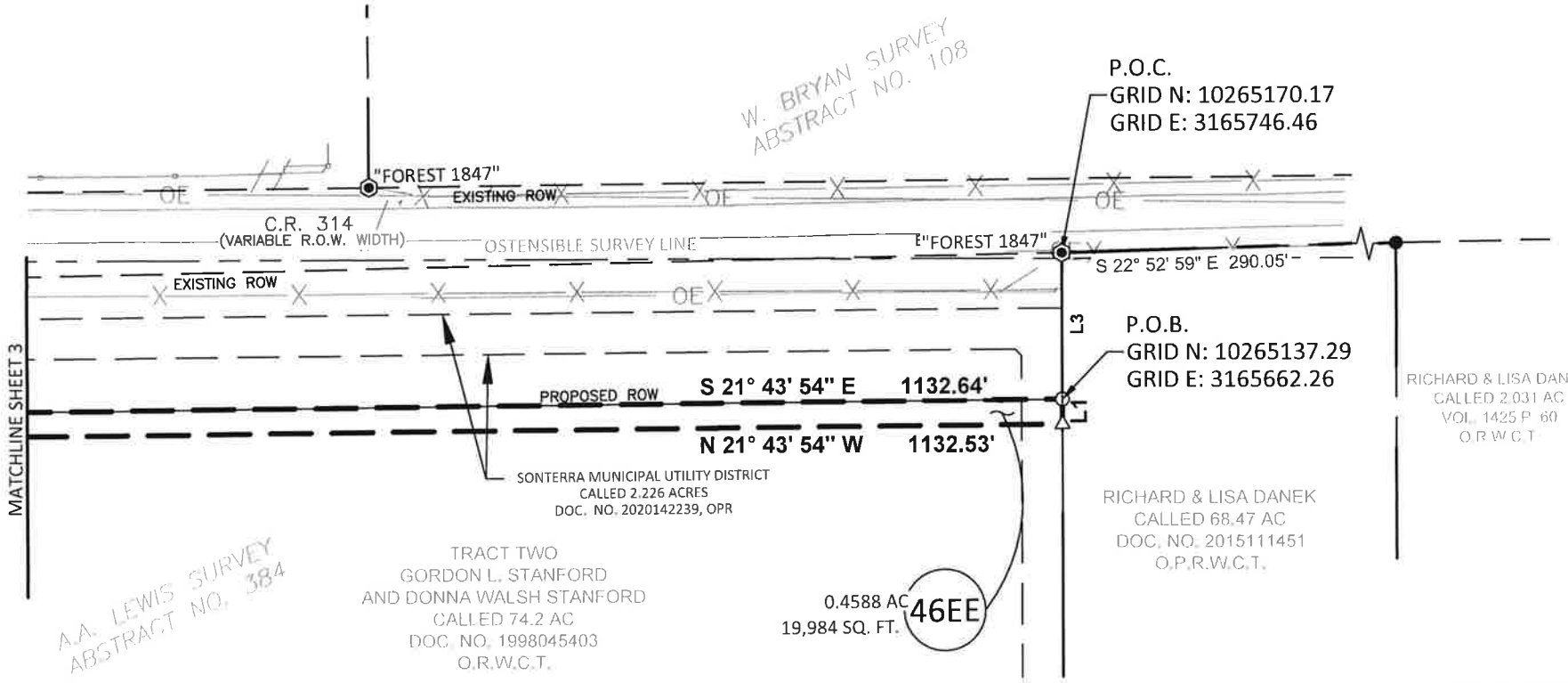
PLAT TO ACCOMPANY DESCRIPTION

Curve Table					
Curve #	Length	Radius	Delta	Bearing	Chord
C1	198.01'	1237.00'	009°10'18"	N 26°19'03" W	197.80'
C2	201.38'	1252.00'	009°12'57"	S 26°20'23" E	201.16'

Line Table		
Line #	Direction	Length
L1	S 68°40'21" W	15.00'
L2	N 55°24'27" E	15.03'
L3	S 68°40'21" W	90.41'

SCALE: 1"= 100'

0 50 100 150



PROJECT NO.: SLAN-001

03/28/2025

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

GORDON L. STANFORD

PARCEL 46EE
0.4588 AC.
19,984 SQ. FT.

SCALE		PROJECT
1" = 100'	WILLIAMSON COUNTY	C.R. 314

S:\SEILER-LANKES\CR 314\4-DRAWINGS\4.6 PARCELS\PARCEL 46-STANFORD\PARCEL 46EE-REV1.DWG

EXHIBIT B

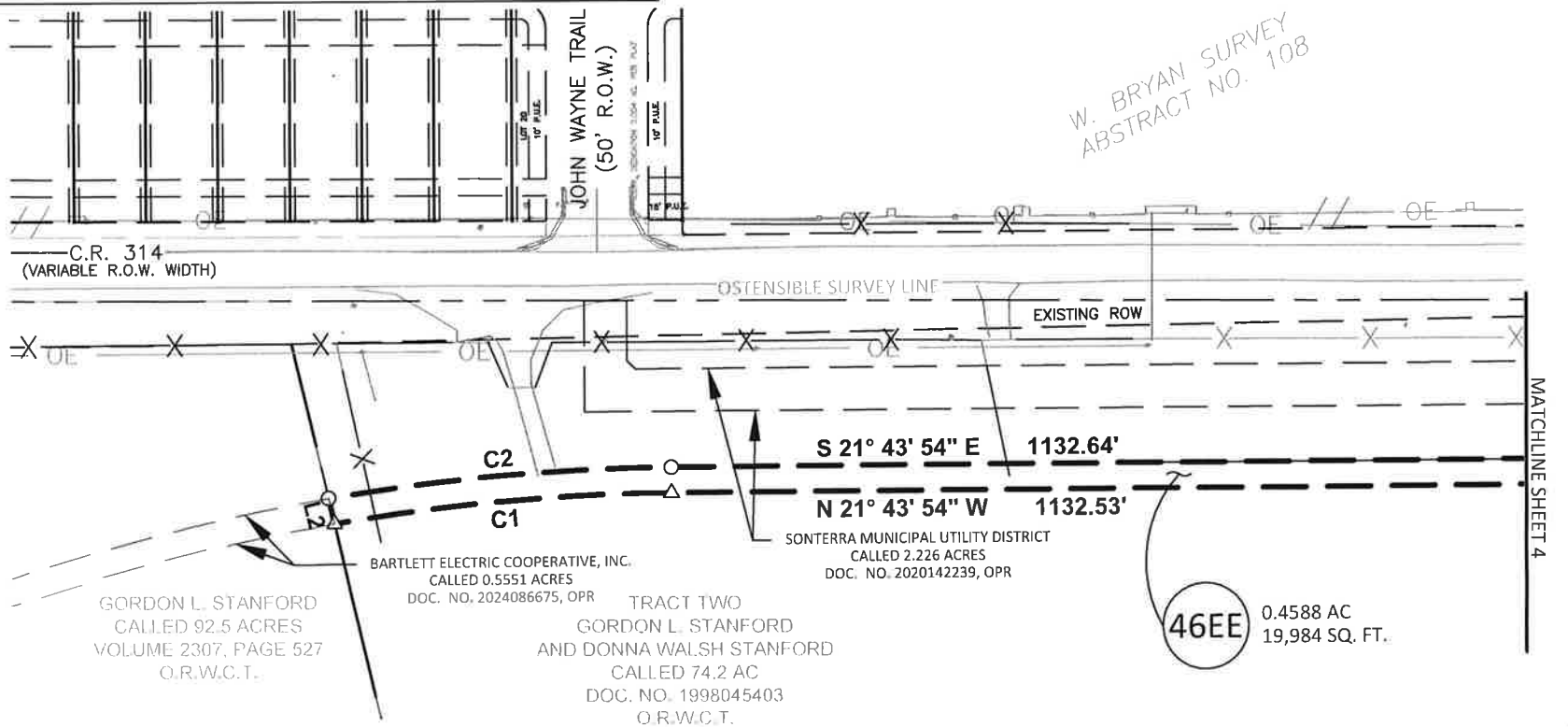
PLAT TO ACCOMPANY DESCRIPTION

LEGEND

△	CALCULATED POINT
◉	1/2" IRON ROD WITH CAP FOUND (AS NOTED)
●	1/2" IRON ROD FOUND
○	5/8" IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET
⌇	BREAK IN SCALE
PL	PROPERTY LINE
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
( )	RECORD INFORMATION

SCALE: 1"= 100'

0 50 100 150



PROJECT NO.: SLAN-001

03/28/2025

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SCALE		PROJECT
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S:\SEILER-LANKES\CR 314\4-DRAWINGS\4.6 PARCELS\PARCEL 46-STANFORD\PARCEL 46EE-REV1.DWG

EXHIBIT B

PLAT TO ACCOMPANY DESCRIPTION

NOTES:

1) BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE NAD83 (2011). COORDINATES SHOWN HEREON ARE GRID VALUES REPRESENTED IN U.S. SURVEY FEET. ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A SURFACE-TO-GRID COMBINED ADJUSTMENT FACTOR OF 0.99985232.

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5) THE FOREGOING MAP AND SURVEY ON WHICH IT IS BASED IS ACCOMPANIED BY AND A PART OF SEPARATE METES AND BOUND DESCRIPTION OF THE SUBJECT TRACT.

6) THE SUBJECT TRACT SHOWN HEREON IS AN EASEMENT, MONUMENTS WERE NOT SET FOR CORNERS.

7) REFERENCE IS HEREBY MADE TO THAT CERTAIN TITLE COMMITMENT (THE "TITLE COMMITMENT") ISSUED BY TEXAN TITLE INSURANCE COMPANY, UNDER GF NO. GT2402768, EFFECTIVE 05/06/2024, ISSUED 05/28/2024. THE EASEMENTS AND RESTRICTIONS LISTED ON SCHEDULE B OF THE TITLE COMMITMENT WERE REVIEWED BY THE SURVEYOR AND ARE SHOWN HEREON. SURVEYOR HAS RELIED UPON THE TITLE COMMITMENT AND MADE NO INDEPENDENT INQUIRY AS TO EASEMENTS AND RESTRICTIONS AFFECTING THE PROPERTY, OTHER THAN VISIBLE AND APPARENT EASEMENTS NOTED BY SURVEYOR DURING THE PREPARATION OF THE SURVEY AND REFLECTED HEREON.

I, MIGUEL A. ESCOBAR, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE DESCRIPTION AND THE ACCOMPANYING SKETCH IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND BETWEEN JULY 2020 AND SEPTEMBER 2022, UNDER THE DIRECT SUPERVISION OF M. STEPHEN TRUESDALE, LSLS, RPLS NO. 4933 (NOW RETIRED), AND BETWEEN JANUARY, 2023 AND FEBRUARY, 2025 UNDER MY SUPERVISION.

INLAND GEODETICS

MIGUEL A. ESCOBAR, L.S.L.S., R.P.L.S.
TEXAS REG. NO. 5630
1504 CHISHOLM TRAIL RD #103
ROUND ROCK, TX 78681
TBPELS FIRM NO. 10059100

STATE OF TEXAS
REGISTERED
MIGUEL ANGEL ESCOBAR
5630
PROFESSIONAL
LAND SURVEYOR

SCHEDULE B

10a. ELECTRIC UTILITY EASEMENT DATED APRIL 18, 1991, EXECUTED BY CONNIE STANFORD TO BARTLETT ELECTRIC COOPERATIVE INC, RECORDED IN VOLUME 2109, PAGE 19, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (THE LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

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10c. ELECTRIC UTILITY EASEMENT DATED OCTOBER 30, 2024, TO BARTLETT ELECTRIC COOPERATIVE INC, RECORDED UNDER DOCUMENT NO. 2024086578, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

10d. WATER LINE EASEMENT DATED OCTOBER 30, 2024, TO SONTERRA MUNICIPAL UTILITY DISTRICT, RECORDED UNDER DOCUMENT NO. 2024086579, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

10e. WATER LINE EASEMENT DATED OCTOBER 30, 2024, TO SONTERRA MUNICIPAL UTILITY DISTRICT, RECORDED UNDER DOCUMENT NO. 2024086671, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

10f. ELECTRIC UTILITY EASEMENT DATED OCTOBER 30, 2024, TO BARTLETT ELECTRIC COOPERATIVE INC, RECORDED UNDER DOCUMENT NO. 2024086675, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (THE LOCATIONS IS SHOWN)

10g. TERMS, PROVISIONS AND CONDITIONS OF ANY LEASES NOT OF RECORD.

10h. (NOT A SURVEY MATTER)

10I. (NOT A SURVEY MATTER)

10J. 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)

10k. RIGHTS OF PARTIES IN POSSESSION. (OWNER'S TITLE POLICY ONLY)

10l. "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)

PROJECT NO.: SLAN-001

03/28/2025

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

GORDON L. STANFORD

PARCEL 46EE
0.4588 AC.
19,984 SQ. FT.

SCALE		PROJECT	
1" = 100'	WILLIAMSON COUNTY	C.R. 314	PAGE 5 OF 5

S:\SEILER-LANKES\CR 314\4-DRAWINGS\4.6 PARCELS\PARCEL 46-STANFORD\PARCEL 46EE-REV1.DWG

EXHIBIT "C"

Parcel 46

DEED
County Road 314 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 **GORDON L. STANFORD and wife, DONNA WALSH STANFORD**, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract(s) or parcel(s) of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> All of that certain 2.580-acre (112,380 square foot) tract of land, out of and situated in the A.A. Lewis Survey, Abstract No. 384, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 46**)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record.

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Grantee's roadway facilities and all related appurtenances.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2025.

[signature page follows]

GRANTOR:

_____
GORDON L. STANFORD

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2025 by Gordon L. Stanford in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

GRANTOR:

_____
DONNA WALSH STANFORD

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2025 by Donna Walsh Stanford in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:
Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

CR 314—Parcel 46EE

EXHIBIT "D"

ELECTRIC UTILITY EASEMENT AND COVENANT OF ACCESS

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That GORDON L. STANFORD and wife DONNA WALSH STANFORD, of Williamson County, Texas (hereinafter referred to as "Grantor," whether one or more), for the provision of electric service or other good and valuable consideration received the receipt and sufficiency of which is deemed valuable to Grantor and which is hereby expressly acknowledged and accepted by Grantor from Bartlett Electric Cooperative, Inc., a Texas electric cooperative corporation, whose mailing address is P. O. Box 200, Bartlett, Texas 76511, and physical address of 27492 Highway 95, Bartlett, Texas 76511 (hereinafter referred to as "Cooperative"), does hereby grant and convey unto the Cooperative, its successors and assigns, an Easement and right-of-way for above-ground facilities to include, but not be limited to, one or more electric lines and communication devices and/or lines or cables, crossarms, insulators, pole mounted equipment and supports for pole mounted equipment to overhang aerially but not physically touch Grantor's property for electric operations and/or maintenance, each consisting of a variable number of wires and circuits, and all necessary and desirable appurtenances and attachments including, but not limited to, poles, crossarms, guy wires and guy anchorages of varying heights and/or depths ("Easement"), over, across, along and upon all that certain land in Williamson County, Texas (hereinafter referred to as "Grantor's Property") more particularly described in Exhibit "A" attached hereto and incorporated herein by reference for all purposes (the "Easement").

The Easement and its rights and privileges herein granted shall include the right of temporary pedestrian and vehicular ingress and egress on, over, under, across, along and upon Grantor's Property and shall be used for the purposes of providing electric utility service to Grantor and/or others (overhead or underground), including, but not limited to, placing, constructing, reconstructing, operating, inspecting, patrolling, maintaining, removing, improving, upgrading, increasing or reducing the capability, capacity and number of circuits, repairing, and relocating electric and/or communication lines and/or devices, or distribution facilities or equipment, as well as reading any meter or performing any act relating to the provision of utility service.

This Easement, together with all rights and privileges herein granted, shall be a covenant running with the land for the benefit of the Cooperative, its successors and assigns, and such rights and privileges are severable and may be assigned in whole, or in part, as the Cooperative may desire. Grantor covenants that Grantor, Grantor's heirs, successors and assigns shall facilitate and assist Cooperative personnel in exercising Cooperative's rights and privileges herein described at all reasonable times.

The Cooperative shall also have the right to use so much of the remainder of Grantor's Property as may be reasonably necessary to provide electric utility service to Grantor's property including, but not limited to, construction, installation, repair and removal of the facilities that may at any time be necessary, at Cooperative's sole discretion, for the purposes herein specified. In exercising its ingress and egress rights under this instrument, the Cooperative shall use existing roads on Grantor's Property to the extent practicable, and otherwise the Cooperative shall use commercially reasonable efforts to exercise the rights granted in this paragraph in a manner that minimizes the Cooperative's interference with Grantor's use of Grantor's Property.

Should the Grantor erect locked gates or other barriers that include, but not limited to, hostile dogs, the Grantor will provide the Cooperative with convenient means to circumvent the barrier for access without notice. Refusal on the part of the Grantor to provide reasonable access for the above purposes may, at the Cooperative's option, be sufficient cause for discontinuance of service. Alternatively, the Cooperative may move the metering location and other facilities and charge Grantor the cost of relocating all facilities.

The Cooperative shall have the right to clear the Easement of all obstructions or to prevent possible interference with or hazards to the safety, operation, and reliability of any of said lines and/or facilities or devices, including,

but not limited to, trimming, cutting down, and/or chemically treating trees, undergrowth, and shrubbery within the Easement or within such proximity of the Cooperative's facilities so as to be hazardous to such facilities. Grantor shall not construct or locate any structure, building, or obstruction including, but not limited to, impound any water or place any temporary or permanent erection of any mast-type equipment or appurtenances, stock tanks, dams, storage piles, swimming pools, antenna, spas, water wells, and/or oil wells within the Easement that will violate any applicable safety codes or interfere with Cooperative's rights and privileges as herein granted. Cooperative has the right to install, use, maintain, and lock access gates, and to remove or prevent construction on the Easement of any or all buildings, structures, and obstructions at Grantor's expense.

Grantor agrees that the consideration received by the Grantor includes consideration for all damages for the initial construction of the Cooperative's facilities on Grantor's Property as well as all damages, if any, to Grantor's Property which may occur in the future after the initial construction of the Cooperative's facilities on Grantor's Property, directly resulting from the Cooperative's exercise of any of its rights herein granted. The Cooperative shall not be liable for any damages caused by maintaining the easement clear of trees, undergrowth, brush, buildings, structures, and/or obstructions.

Grantor warrants that Grantor is the owner of Grantor's Property and has the right to execute this instrument. Grantor warrants that there are no liens existing against Grantor's Property other than the following liens:
None

Grantor agrees that all of Cooperative's facilities installed on, over, under, across, along and upon Grantor's Property shall remain the sole property of Cooperative, removable at the sole option of the Cooperative.

TO HAVE AND TO HOLD the Easement and rights unto the Cooperative, its successors and assigns, until all of the Cooperative's lines and facilities shall be abandoned by a fully executed and recorded release of Grantor's Property by the Cooperative and not by removal of any or all Cooperative facilities, and in that event the Easement shall cease and all rights herein granted shall terminate and revert to Grantor, Grantor's heirs, successors or assigns; AND GRANTOR HEREBY BINDS GRANTOR, AND GRANTOR'S HEIRS, EXECUTORS, ADMINISTRATORS, AND SUCCESSORS, TO WARRANT AND FOREVER DEFEND THE EASEMENT AND RIGHTS HEREIN GRANTED UNTO THE COOPERATIVE, ITS SUCCESSORS AND ASSIGNS, AGAINST EVERY PERSON WHOMSOEVER LAWFULLY CLAIMING OR TO CLAIM THE SAME OR ANY PART THEREOF.

[signature page follows]

Gordon L. Stanford

Donna Walsh Stanford

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
§
COUNTY OF_____ §

This instrument was acknowledged before me on _____, 2025, by Gordon L. Standford and Donna Walsh Stanford, the person(s) named as Grantor(s) on the first page of this document.

Notary Public, State of Texas

****

DO NOT WRITE BELOW THIS LINE

RESERVED SPACE BELOW FOR RECORDING AT COUNTY

Meeting Date: 04/15/2025

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 Liberty Hill Bypass.
aa) Discuss the acquisition of real property for the Long Range Transportation Plan.
bb) Discuss property located at 9500 Lake Creek Parkway Austin, TX 78717
cc) 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.

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	04/10/2025 11:42 AM
Form Started By: Charlie Crossfield		Started On: 04/09/2025 06:55 PM
Final Approval Date: 04/10/2025		

Commissioners Court - Regular Session **81.**

Meeting Date: 04/15/2025

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	04/10/2025 11:50 AM
Form Started By: Charlie Crossfield		Started On: 04/09/2025 06:56 PM
Final Approval Date: 04/10/2025		